

## Volume Two

**Boynton Meadows at Gibbet Hill  
Blacksmith Row  
134 Main Street  
Groton, MA**

**July 2011**

**Submitted to:  
Groton Planning Board  
Groton Town Hall  
173 Main Street  
Groton, MA 01450**

**Submitted by:  
Mount Laurel Development, LLC  
PO Box 1444  
1000 Mount Laurel Circle, Suite 4  
Shirley, MA 01464**

**Prepared by:  
Goldsmith, Prest & Ringwall, Inc.  
39 Main Street, Suite 301  
Ayer, MA 01432**

**Project No:  
111007**



# **Boynton Meadows at Gibbet Hill**

## **Permitting Team**

**Civil Engineering and Land Surveying:**  
**Goldsmith, Prest & Ringwall, Inc.**  
**39 Main Street, Suite 301**  
**Ayer, MA 01432**

**Architect:**  
**Maugel Architects Inc.**  
**200 Ayer Road**  
**Harvard, MA 01451**

**Landscape Architect:**  
**Lorayne Black, ASLA**  
**PO Box 595**  
**Groton, MA 01450**

**Project Counsel:**  
**Perkins & Anctil, PC**  
**6 Lyberty Way, Suite 201**  
**Westford, MA 01886**

**Wetland Consultants:**  
**B & C Associates, Inc.**  
**2 Rice Street**  
**Hudson, MA 01749**

**Wetlands and Wildlife Studies:**  
**Oxbow Associates, Inc.**  
**PO Box 971**  
**Acton, MA 01720**

**Traffic Planners and Engineers:**  
**MDM Transportation Consultants, Inc.**  
**28 Lord Road, Suite 280**  
**Marlborough, MA 01752**



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**Section Six**

**The Vision**

Compiled by Lorayne Black

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Soils Information and  
Order Of resource Area Delineation (ORAD)**

## **Boynton Meadows at Gibbet Hill**

**Groton, MA**

### The Vision:

Nestled between the heart of Groton's Town Center and the rolling hills and wild meadows at the base of Gibbet Hill, *Boynton Meadows at Gibbet Hill* will embrace both of these significant and influential elements. This mixed-use/residential development has been designed to reflect the traditional New England Village architecture of Groton in an environmentally sensitive manner. Our goal, as the design team, is to create a neighborhood which by its very nature and location is connected both physically and emotionally with two of the Town's major assets: its nature and its community spirit.

As Kevin Lynch states in his book, What Time is This Place? "...a desirable image is one that celebrates and enlarges the present while making connections with the past and future." 1.

### Past:

Main Street in Groton has been a reflection of our community since its organization in the mid 1600's. Buildings were built over these last 350 years to form the heart of our Town Center. Businesses and homes have grown, moved, relocated, been abandoned and removed over the course of these years. During the last 23 years that I've lived here, the Town Center has seen a resurgence of energy and has become much more of a Center with restaurants and small shops, and less of just a commuter's drive-through. The idea that everyone needs a large home with ornate entry chandeliers and multi-media rooms is changing. We are seeing the decisions to downsize, to reduce our carbon footprint, and people choosing to walk to the grocery store, perhaps along the rail trail or the sidewalks which connect our homes.

### Present:

At present, the project site is a rundown, bankrupt property, yet still architecturally significant in the mosaic of Main Street. The buildings in the rear of the property have been abandoned. Treed hedgerows along the property bounds and a sloping hillside that extends into the wetlands, border the large existing lawn. The wetlands and hedgerows have a mixture of various trees and shrubs, increasingly dominated by invasive plant species, which has resulted in an ecologically degraded system.

### Future:

The Boynton Meadows at Gibbet Hill will be a mixed-use/residential development in the center of Groton, which reflects the core values of the Design Guidelines established for the Station Avenue Overlay District. This property will initiate the Town Center Overlay District, creating a "sustainable development that respects the historic, environmental and residential character of the Center, reinforces the sense of place, and promotes a vibrant economic center with a rich variety of small-scale business activities."

Boynton Meadows will revive the historic 134 Main Street structure, notable for its large, quintessential front porch. The existing structure will be renovated with an addition carefully designed to be in keeping with the building's character. With the addition connecting the north and east side of the current building, a courtyard will be created which will serve as a gathering and focal space for the public and the tenants. The first floors are intended to include commercial services while the second level will be residential. The existing building will serve as an inspiration for the design of the proposed housing and landscape, with elements such as the antique, granite block walls and the spindle rails of the porch that will be repeated in the new construction.

Beyond the front buildings, the development transitions to a community of carefully crafted homes sited around a natural green center and oriented to appreciate one of the most beautiful views in Groton towards Gibbet Hill. The homes, a combination of cluster and detached, will be designed in the New England shingle style with inviting front porches and entry gardens. Picket fences, stonewalls, and bluebird houses are all small details which will be common within the development, creating the sense of sanctuary and comfort. The landscape design will include a mix of native plants, flowering trees and shrubs, and evergreens, each carefully selected to provide an environmentally sensitive approach to site design.

The natural context of the project site is one of the significant elements of the development. Boynton Meadows will provide public viewing opportunities of Gibbet Hill from a natural stone seating area, which is connected with Main Street via the development's system of sidewalks and winding nature pathways. Several large, significant trees will be preserved, including two grand Sugar Maples on the property bounds at the n/w corner and s/e corners. All aspects of the design (architecture, engineering and landscape architecture) have focused on sustainable design through green methods such as LID technology, native plantings for wildlife benefit, and the clustering of the housing layout. The quality of the wetlands and buffer areas will be improved by restoring their ecological integrity through the elimination of invasive plant species and the fostering of a native plant community.

The goal of the Developer and the Design Team is to create a neighborhood and to enrich the Town Center in a creative and well-executed manner that will set a high standard for further development in Groton and the region.

1. Ref. Kevin Lynch, *What Time is this Place?* 1972

## Project Narrative

As we compile the Chapter 43D permit application, it is interesting to remember how this project evolved. When North Middlesex Savings Bank took control of the subject property, a group of concerned Groton citizens started exploring possible ways to provide input on the future of the property. Several Town officials had similar concerns and desires regarding the future of the site and the possible impacts on Groton Center. Meanwhile, the recently formed Groton Affordable Housing Trust was planning a way to develop affordable housing, and was in search of a project and a partner. As these different groups of people talked to one another the pieces began to come together. The timing seemed right to expand current zoning the Town had in place in order to facilitate the appropriate development of this piece of land that is so vital to the fabric of Groton Center.

The purpose of designating this parcel as a priority area under 43D is to (1) save an historic building, (2) preserve and expand upon the retail service component, (3) provide affordable housing in an upscale development and (4) revitalize the Center at a time when various attempts have been tried but had not flourished. The Town officials, longtime Groton resident Bob France and the bank saw 43D designation as an avenue to create a positive impact in Groton. After preliminary meetings with many Town Boards and Committees, Bob France agreed to partner with the Groton Affordable Housing Trust and formed Mount Laurel Development, LLC to begin the process.

As Mount Laurel Development, LLC compiled their permitting team, an initial site analysis was preformed.

- Public utilities were available and had actually been investigated for expanding the property for previous entities.
- Soils mapping was not the most promising, but workable, indicating a high seasonal water table and a dense substratum.
- Given the soils and the topography, the wetlands are an integral part of the site, located near the toe of the slope based on previous investigations and backed up by aerial mapping.
- The site contains a portion of land mapped by Natural Heritage and Endangered Species Program as a priority habitat and rare species.
- The site is (as most of Groton is) within the Petapawag Area of Critical Environmental Concern.
- The boundaries set up a variety of possibilities to reach out to the abutting parcels, if not now, later.
- The site access is currently limited between the building and the property line.
- Existing structures will limit the development options of the property.

Looking at the surrounding open space it became clear that this portion of the Gibbet Hill marshes and Town Center northern slopes had not been maintained over the years. Invasive plants have crowded out much of the native plants. The parasitic ones continue to kill their host plants all the while creating an obtrusive barrier not found in the surrounding area. By proposing to control the nuisance vegetation and planting native plants grown locally, not only would the habitat be enhanced, but the views that exist from the majority of the adjacent properties could be achieved from this site as well.

It was agreed that a prime piece of Groton's character could become available for more to enjoy as the schematic alternatives were evaluated. Through the use of existing and proposed buildings, infrastructure, and vegetation spatial relationships started to develop the initial goals. Yet as with any concept the details started to influence the design. Without having the current access to adjacent parcels as envisioned in Station Ave., circulation and accessibility became early key design factors. The potential connections to abutting properties (both vehicular and

pedestrian) as well as the views (both short term and long term) are factors in the orientation of the open spaces and the structures. As the engineers continued to work with the site conceptually using various LID BMP's to meet the very specific stormwater management requirements, conceptual open areas became more defined and Boynton Meadows at Gibbet Hill was created.

### Project Description

Boynton Meadows at Gibbet Hill is a proposed Mixed Use/Residential Development (the "Project") as permitted in Section 218-30.2 C.5. The main structure on the property was first occupied by Calvin Boynton, a blacksmith. The family owned the property for roughly 75 years. The structure at 134 Main Street has been something of a landmark for over 200 years. The project name and private way name suggestion derive from the original occupants of the property. The project proposes to renovate the structure and add on providing continued and varied retail and service uses compatible to the local area. The second floor of the structure would be split into three residential units.

The balance of the project is proposed as fifteen additional residential units designed with influences from local architecture in single family, duplex and three family structures. Three of the project's eighteen residential units will be deed-restricted as affordable housing as defined under §218-26B of the Groton Bylaw.

### Site Description

134 Main Street also known as Assessor Map 113, parcel 9 is 4.21 acres in the shape of a reduced frontage lot. It is located roughly 800 feet east of Town Hall and Station Ave and on the north side of Main Street. The first several hundred feet of the property slope toward Main Street while the balance slopes generally to the north. One acre of the site is currently developed with four structures and associated paved parking and access. The bulk of the property is a lawn area or active field. The northern most portion, 1.15+/- acres, is a wetland marsh. At the toe of the slope between the active field and the wetland is an old field with early and mid successional growth which occupies 0.4 +/- acres.

### Development Impact

The soil is mapped as Bernardston soils with a seasonal high groundwater and characterized as hydraulic soil group C. The surface and groundwater quality toward the wetland will not be diminished by the project. The project will collect roof runoff through gutters to be discharged through infiltration systems or grassed areas prior to the defined wetland limit. Stormwater from the developed areas will be treated through a number of Low Impact Development (LID) Best Management Practices (BMP's) including a grassed channel (biofilter swale), a bioretention area and a constructed pocket wetland. Runoff toward the street will be controlled through one of two tree boxes and a deep sump hooded catch basin prior to connecting to the Town street drainage. The last portion of the site will be collected into a mirco pool and dry well.

During construction a number of BMP's will be used to protect against any possible erosion or sedimentation either from wind or rain. The large Half Moon Swamp area does not have a flood plain or river associated with it. However, the marsh is listed with the NHESP as a priority habitat and rare species associated with the Blue-spotted salamander (*Ambystoma laterale/jeffersonianum*). This is addressed as part of the Notice of Intent (NOI) filing attached. As mentioned above much of the site is developed with structures, associated pavement and active field. Vegetation loss on-site will be predominately invasive non-native species.

The site is located within the Groton Sewer District and the applicant has met with the Sewer Commission to discuss and set aside roughly 9,000 gpd of additional sewer capacity. The site currently is allotted 750 gpd. There have been several Fire Flow tests conducted on the adjacent

water system. The results of the flow tests indicate the portion of Main Street adjacent to Boynton Meadows at Gibbet Hill as having very strong pressure and plenty of water available. The project has been designed with a water main adequate to provide domestic and fire suppression water to multiple structures. Fire suppression systems will not be in all structures, but will be used as required by code. The sewer layout has been designed without the need of a pump station, as gravity flows can be achieved from the back of the site to the sewer main located in Main Street

Passive public recreation and education will be available with the proposed removal of invasive plant material and the proposed LID BMP's. Through the design of the site the applicant will provide public access to spaces providing views of Gibbet Hill and the associated marsh. In addition, the boardwalk will cross a constructed pocket wetland. This is a very sustainable LID BMP which will be interesting to observe before, during and after various storm events.

The Project with its residential and commercial components, will likely result in a positive impact to the municipality's finances. The Project will add: employment through its commercial component, by nature of new businesses being located at the site; additional spending to the Groton community, as a result of the of the permanent residential population growth; and, real estate tax and services revenue growth, through the high value residences and commercial space being proposed.

The visual environment of the surrounding area includes two and one half story colonial residences and businesses along Main Street, wooded lines along the south and west property lines and open meadow and wetlands to the north with a view of Gibbet Hill. The new buildings will occasionally be visible at narrow openings between the Main Street properties and their vegetation. Views of the buildings from the Gibbet Hill Restaurant will largely be obscured by exiting trees and new vegetation. There will be views from the restaurant and from Gibbet Hill of two single family structures and possibly views of roof tops of some of the other more distant buildings.

All parking will be off of Main Street and will be visually screened from Main Street. There will be no parking lots visible from Gibbet Hill. The materials, color, architectural detail and building heights and forms will be consistent with those of other development of the area.

The applicant has met with the Historic Commission and the Historic District Commission relative to the request to demolish the northwestern addition to the main structure and the three rear buildings. The Historic Commission has agreed the demolition of the requested structures does not warrant the Demolition Delay process and has forwarded their findings to the Building Commissioner. The Historic District Commission has reviewed the request and voted to issue a Certificate of Appropriateness.

The applicant has also filed an Abbreviated Notice of Resource Area Delineation (ANRAD) with the Groton Conservation Commission, and the Commission has responded by issuing an Order of Resource Area Delineation (ORAD).



**TOWN OF GROTON**  
Conservation Commission  
173 Main Street  
Groton, Massachusetts 01450  
Tel: (978) 448-1106  
Fax: (978) 448-1113  
Email: bganem@townofgroton.org

June 20, 2011

Robert D. France, CEO  
Mount Laurel Development, LLC  
PO Box 1444  
Shirley, MA 01464

RE: 134 Main St.  
DEP#169-1057 ORAD  
Groton Assessors' Parcels 113-9

Dear Mr. France:

The Groton Conservation Commission voted to issue the enclosed Order of Resource Area Delineation at its regular meeting on June 14, 2011, based on revisions to an original plan dated 5/9/11. The modifications shown on the revised plan dated June 14, 2011 reflect the changes made at the meeting.

Please let me know if you have any questions.

Sincerely yours,

Barbara V. Ganem  
Conservation Assistant

**Enclosure**

cc: **Planning Board**  
**Board of Health**  
**Building Inspector**  
**DEP CERO**  
**GPR/Bruce Ringwall**  
**North Middlesex Savings Bank**



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 4B – Order of Resource Area  
Delineation**

Provided by MassDEP:

**169-1057**

MassDEP File Number

Document Transaction Number

**GROTON**

City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**A. General Information**

**Important:** When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



**Note:** Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

From: GROTON  
1. Conservation Commission

2. This Issuance is for (check one):

- a.  Order of Resource Area Delineation  
b.  Amended Order of Resource Area Delineation

3. Applicant:

a. First Name \_\_\_\_\_ b. Last Name \_\_\_\_\_  
Mount Laurel Development, LLC  
c. Organization \_\_\_\_\_  
PO Box 1444  
d. Mailing Address \_\_\_\_\_  
Shirley MA 01464  
e. City/Town \_\_\_\_\_ f. State \_\_\_\_\_ g. Zip Code \_\_\_\_\_

4. Property Owner (if different from applicant):

a. First Name \_\_\_\_\_ b. Last Name \_\_\_\_\_  
North Middlesex Savings Bank  
c. Organization \_\_\_\_\_  
7 Main St., PO Box 469  
d. Mailing Address \_\_\_\_\_  
Ayer MA 01432  
e. City/Town \_\_\_\_\_ f. State \_\_\_\_\_ g. Zip Code \_\_\_\_\_

5. Project Location:

134 Main St. Groton 01450  
a. Street Address \_\_\_\_\_ b. City/Town \_\_\_\_\_ c. Zip Code \_\_\_\_\_  
113 9  
c. Assessors Map/Plat Number \_\_\_\_\_ d. Parcel/Lot Number \_\_\_\_\_  
Latitude and Longitude: 42 36'29" 71 34'07"  
e. Latitude \_\_\_\_\_ f. Longitude \_\_\_\_\_

6. Dates: May 9, 2011 June 14, 2011 June 20, 2011  
a. Date ANRAD filed \_\_\_\_\_ b. Date Public Hearing Closed \_\_\_\_\_ c. Date of Issuance \_\_\_\_\_

7. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Abbreviated Notice of Resource Area Delineation Existing Conditions Plan 6/14/11  
a. Title \_\_\_\_\_ b. Date \_\_\_\_\_  
c. Title \_\_\_\_\_ d. Date \_\_\_\_\_



**WPA Form 4B – Order of Resource Area  
Delineation**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**B. Order of Delineation**

1. The Conservation Commission has determined the following (check whichever is applicable):

a.  **Accurate:** The boundaries described on the referenced plan(s) above and in the Abbreviated Notice of Resource Area Delineation are accurately drawn for the following resource area(s):

1.  **Bordering Vegetated Wetlands**

2.  **Other resource area(s), specifically:**

a. \_\_\_\_\_  
\_\_\_\_\_

b.  **Modified:** The boundaries described on the plan(s) referenced above, as modified by the Conservation Commission from the plans contained in the Abbreviated Notice of Resource Area Delineation, are accurately drawn from the following resource area(s):

1.  **Bordering Vegetated Wetlands**

2.  **Other resource area(s), specifically:**

a. \_\_\_\_\_  
\_\_\_\_\_

c.  **Inaccurate:** The boundaries described on the referenced plan(s) and in the Abbreviated Notice of Resource Area Delineation were found to be inaccurate and cannot be confirmed for the following resource area(s):

1.  **Bordering Vegetated Wetlands**

2.  **Other resource area(s), specifically:**

a. \_\_\_\_\_  
\_\_\_\_\_

3.  **The boundaries were determined to be inaccurate because:**

a. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 4B – Order of Resource Area  
Delineation**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

169-1057

MassDEP File Number

Document Transaction Number

GROTON

City/Town

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### C. Findings

This Order of Resource Area Delineation determines that the boundaries of those resource areas noted above, have been delineated and approved by the Commission and are binding as to all decisions rendered pursuant to the Massachusetts Wetlands Protection Act (M.G.L. c.131, § 40) and its regulations (310 CMR 10.00). This Order does not, however, determine the boundaries of any resource area or Buffer Zone to any resource area not specifically noted above, regardless of whether such boundaries are contained on the plans attached to this Order or to the Abbreviated Notice of Resource Area Delineation.

This Order must be signed by a majority of the Conservation Commission. The Order must be sent by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate DEP Regional Office (see <http://www.mass.gov/dep/about/region/findyour.htm>).

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### D. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate DEP Regional Office to issue a Superseding Order of Resource Area Delineation. When requested to issue a Superseding Order of Resource Area Delineation, the Department's review is limited to the objections to the resource area delineation(s) stated in the appeal request. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act, (M.G.L. c. 131, § 40) and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal bylaw or ordinance, and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



**Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
WPA Form 4B – Order of Resource Area  
Delineation**

Provided by MassDEP:  
169-1057  
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**GROTON**  
City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**E. Signatures**

Date of Issuance

Please indicate the number of members who will sign this form.

1. Number of Signers

[Signature]  
Signature of Conservation Commission Member  
[Signature]  
Signature of Conservation Commission Member  
[Signature]  
Signature of Conservation Commission Member  
[Signature]  
Signature of Conservation Commission Member

Signature of Conservation Commission Member  
Signature of Conservation Commission Member  
Signature of Conservation Commission Member

**This Order is valid for three years from the date of issuance.**

If this Order constitutes an Amended Order of Resource Area Delineation, this Order does not extend the issuance date of the original Final Order, which expires on \_\_\_\_\_ unless extended in writing by the issuing authority.

This Order is issued to the applicant and the property owner (if different) as follows:

2.  By hand delivery on \_\_\_\_\_ 3.  By certified mail, return receipt requested on \_\_\_\_\_

a. Date

a. Date

**Section Seven**

**Waivers and Parking Calculations**

**Requested waivers**  
**for**  
**Boynton Meadows at Gibbet Hill**

The addition of 134 Main Street to the new Town Center Overlay District created several areas where waivers are necessary to allow the issuance of a permit. This list attempts to cover the necessary sections, but may not be complete. Additional waivers may need to be requested during the review process.

Section 218-30.2 D. 7. limits the not to exceed 2,000 square feet of gross floor area and not more than 3 bedrooms.

Relief: Several of the units have been designed for greater than 2,000 square feet and two units have been designed to allow for the addition of a fourth bedroom.

Section 218-30.2 D. 8. establishes the parking requirements through Section 218-23.

Relief: The application will require relief in the combined calculations as individual entities. The project proposes to establish 'shared parking' between the uses within the mixed use structure and associated parking area.

Section 218-30.2 G. 4. The Design Review Committee's findings and recommendations shall include: (1) an evaluation and opinion as to whether the proposed building and site design and the proposed development layout constitute a suitable development for the TCOD; (2) a statement as to whether the proposed development plans are consistent with the purposes of the TCOD and the published design guidelines for the TCOD or, wherever the plans are not consistent, a statement of the respects in which they are not consistent; and (3) recommendations for modifications, restrictions or requirements to be imposed on the site development as a condition of granting the requested special permit, as well as any recommendations with respect to waiver(s) of the design guidelines, or of the height, ground coverage, or off-street parking location requirements of this section.

Relief: The original guidelines were drafted relative to the Station Ave property. Many of the items within the guidelines are not applicable as follows:

**I. Consistency with the Station Avenue Vision**

A. Sustainability – The project is not seeking LEED Certification, however the project will strive to achieve high efficiency in design and systems. The site engineering will not be LEED either, but is incorporating many LID BMP's including a constructed wetland, bioretention basin, bioretention channel, tree box filters to name a few.

B. Reinforcing the Station Avenue Spine – Since the property is not located on or adjacent to Station Ave this will obviously not be applicable. We are providing a means for interconnectivity to adjacent properties. The project also proposing public access and the creation of viewing spots of Half Moon Swamp and Gibbet Hill.

C. Completing the Street Network – Same as above.

D. Providing a Broad Mix of Uses and Flexible Building Space. – 134 Main Street does not have the adjacent parcels to create the spaces contemplated within the Station Ave complex. The structures and spaces proposed do provide for a variety of uses. Our

permitting team believes the proposed site plan meets the intended goal of providing vitality to the Town Center.

E. Shaping Public and Civic Space – The project proposes to create small scale public spaces but inviting the public to a view from Main Street that is not currently available. By inviting people into the site and to the observation areas of the constructed wetland, Half Moon Swamp and Gibbet Hill.

### III. Architecture

A. Siting of Structures – Relationships to existing features, including Town Hall, Boutwell House, Fire Station Rail Trail and Broadmeadow. These properties are not adjacent to the project.

### IV. Landscape

B. Streetscape – The project is not on a main way with street parking. Instead the project incorporates a private way with no street parking. Street trees will be planted as permitted.

C. Nonresidential Planting Standards – A small thirty foot section of the mixed use addition will not have a four foot wide planting strip.

### V. Vehicular Access and Parking

D. Amount of Parking Required – Over flow parking and uses for civic functions don't relate to the site.

F. Pedestrian Connections – Pedestrian connection are provided and anticipated except we are not adjacent to Station Ave.

Section 218-23 C. (3) Access to 10 spaces or more shall have two points of egress.

Relief: The project has planned for future additional points, but do not have a second access at the time of filing.

Section 381-60 Parking Space Design 24 foot wide aisles.

Relief: We have proposed a twenty (20') foot wide access drive with 90° parking off it and our small parking lot has a 20' aisle.

# Parking Calculations

Boynton Meadows at Gibbe  
 134 Main Street  
 Groton, MA

Map: 113  
 Parcel: 9

Proposed Use: Mixed Use/Residential

Residential/Retail/Restaurant/Office

USE	FORMULA	VARIABLE	REQUIRED SPACES	PROPOSED SPACES
Residential	2 spaces/unit (except 1 space/one bedroom)	15	30	54
Mixed Use facility				
Restaurant (split functions - sit down and take out)				
	5 minimum, plus 1 space per 2 seats	30 seats	20	
	1 space/100 GFA - not less than 5	1000 SF	10	
Retail	1 space per 250 SF GFA	1000 SF	4	
Medical Prof Office	6 spaces + 1 space/125 SF GFA ≥ 500 SF	1300 SF	12	
Residential	2 spaces/unit (except 1 space/one bedroom)	3	6	
<b>TOTAL</b>			<b>52</b>	<b>20</b>
<b>Shared parking</b>	20% of Mixed Use requirements		10	
<b>Main Street credit</b>			5	
<b>Modified totals</b>			<b>37</b>	<b>20</b>
<b>LANDSCAPING</b>				

## FORMULA FOR LOTS CONTAINING 6 to 40 PARKING SPACES:

10% of parking area shall be maintained with landscaping

**REQUIRED**  
 1,030 SF Landscaped Area

**PROPOSED**  
 > 2,830 SF Landscaped Area

## ABBREVIATIONS:

SF=Square Feet, GFA=Gross Floor Area, App.= Approximate, >=Greater than

**Section Eight**

**Existing and Proposed Deed Restrictions**  
Drafts by Robert Anctil, Esq.

DRAFT

**AFFORDABLE HOUSING RESTRICTION**

***For Projects in Which  
Affordability Restrictions Survive Foreclosure***

THIS AFFORDABLE HOUSING RESTRICTION (this "Restriction") is:  
[ ] incorporated in and made part of that certain deed (the "Deed") of certain property (the "Property") from  
North Middlesex Savings Bank of 7 Main Street, Ayer, Massachusetts

\_\_\_\_\_ ("Grantor")  
to Mount Laurel Development, LLC ("Owner") dated  
\_\_\_\_\_, 20\_\_; or

[x] being granted in connection with a financing or refinancing secured by a mortgage on the  
Property dated \_\_\_\_\_, 20\_\_. The Property is located in the City/Town of \_\_\_\_\_  
\_\_\_\_\_ (the "Municipality").

RECITALS

WHEREAS, the Owner is purchasing the Property, or is obtaining a loan secured by a mortgage on the Property that was originally purchased, at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

(i)  granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the \_\_\_\_\_ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book \_\_\_\_\_, Page \_\_\_\_\_/Document No. \_\_\_\_\_ (the "Comprehensive Permit"); and/or

(ii)  subject to a Regulatory Agreement among \_\_\_\_\_ (the "Developer"), [ ] Massachusetts Housing Finance Agency ("MassHousing"), [ ] the Massachusetts Department of Housing and Community Development ("DHCD") [x] the Municipality; and [ ] Mount Laurel Development, LLC \_\_\_\_\_, dated \_\_\_\_\_ and recorded/filed with the Registry in Book \_\_\_\_\_, Page \_\_\_\_\_/as Document No. \_\_\_\_\_ (the "Regulatory Agreement"); and/or

(iii)  subsidized by the federal or state government under \_\_\_\_\_, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, Groton Affordable Housing Trust

\_\_\_\_\_ (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Restriction, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value (if this Restriction is attached to the Deed), or as further consideration for the ability to enter into the financing or refinancing transaction, the Owner (and the Grantor if this Restriction is attached to the Deed), including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. **Definitions.** In this Restriction, in addition to the terms defined above, the following words and phrases shall have the following meanings:

**Affordable Housing Fund** means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

**Applicable Foreclosure Price** shall have the meaning set forth in Section 7(b) hereof.

**Appropriate Size Household** means a household containing a number of members equal to the number of bedrooms in the Property plus one.

**Approved Capital Improvements** means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

**Area** means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is Greater Boston.

**Area Median Income** means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median

Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

**Base Income Number** means the Area Median Income for a four (4)-person household.

**Chief Executive Officer** shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

**Closing** shall have the meaning set forth in Section 5(b) hereof.

**Compliance Certificate** shall have the meaning set forth in Section 6(a) hereof.

**Conveyance Notice** shall have the meaning set forth in Section 4(a) hereof.

**Eligible Purchaser** means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [ ] \_\_\_\_\_ percent (\_\_\_\_%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

**First-Time Homebuyer** means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

**Foreclosure Notice** shall have the meaning set forth in Section 7(a) hereof.

**HUD** means the United States Department of Housing and Urban Development.

**Ineligible Purchaser** means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

**Maximum Resale Price** means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [ ] \_\_\_\_\_ percent (\_\_\_\_%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

**Monitoring Services Agreement** means any Monitoring Services Agreement for monitoring and enforcement of this Restriction among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

**Mortgage Satisfaction Amount** shall have the meaning set forth in Section 7(b) hereof.

**Mortgagee** shall have the meaning set forth in Section 7(a) hereof.

**Program Guidelines** means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

**Resale Fee** means a fee of \_\_\_\_\_% [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Restriction, including the supervision of the resale process.

**Resale Price Certificate** means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

**Resale Price Multiplier** means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of \_\_\_\_\_ is hereby assigned to the Property.

**Term** means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Restriction executed by the purchaser in form and substance substantially identical to this Restriction establishing a new term.

2. **Owner-Occupancy/Principal Residence.** The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. **Restrictions Against Leasing, Refinancing and Junior Encumbrances.** The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date of the delivery of the Deed in connection with the conveyance of the Property from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not

received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

**4. Options to Purchase.** (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter

a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Restriction and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Restriction or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

**5. Delivery of Deed.** (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local

building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Restriction, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Restriction shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Restriction, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition

and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. **Resale and Transfer Restrictions.** (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and unless there is also recorded a new Restriction executed by the selected purchaser, which new Restriction is identical in form and substance to this Restriction.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the Restriction, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. **Survival of Restrictions Upon Exercise of Remedies by Mortgagees.** (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Restriction, and to the senior Mortgagee(s) as set

forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Restriction.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the

Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Restriction, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction.

(h) The Owner understands and agrees that nothing in this Restriction or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

**8. Covenants to Run With the Property.** (a) This Restriction, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Restriction has been approved by the Director of DHCD.

(b) In confirmation thereof the Owner (and the Grantor if this Restriction is attached to the Deed) intend, declare and covenant (i) that this Restriction, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Restriction to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

**9. Notice.** Any notices, demands or requests that may be given under this Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:      Town of Groton  
                                 Groton Affordable Housing Trust  
                                 173 Main Street  
                                 Groton, MA 01450

Grantor:              Mount Laurel Development, LLC  
(applicable              1000 Mount Laurel Circle  
only if this              Shirley, MA 01464  
Restriction              \_\_\_\_\_  
is attached              \_\_\_\_\_  
to the Deed)            \_\_\_\_\_

Owner: Mount Laurel Development, LLC  
1000 Mount Laurel Circle  
Shirley, MA 01464  
\_\_\_\_\_  
\_\_\_\_\_

Monitoring Agent[s]

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Others: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

**10. Further Assurances.** The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

**11. Enforcement.** (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at

law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Restriction, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Restriction;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Restriction; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Restriction in the absence of a Compliance Certificate, by an action in equity to enforce this Restriction; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Restriction against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Restriction as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Restriction as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Restriction.

**12. Monitoring Agent Services; Fees.** The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Restriction. As partial compensation for providing these services, a Resale Fee [ ] shall [X] shall not be payable to the

Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Restriction. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

**13. Actions by Municipality.** Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

**14. Severability.** If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

**15. Independent Counsel.** THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

**16. Binding Agreement.** This Restriction shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Restriction.

**17. Amendment.** This Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Grantor:  
(applicable only if this  
Restriction is attached to the Deed)

Owner:

**DRAFT**

**DRAFT**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
[Space Below This Line for Acknowledgement]

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as the \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

**DRAFT**

\_\_\_\_\_  
Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as the \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

**DRAFT**

\_\_\_\_\_  
Notary Public

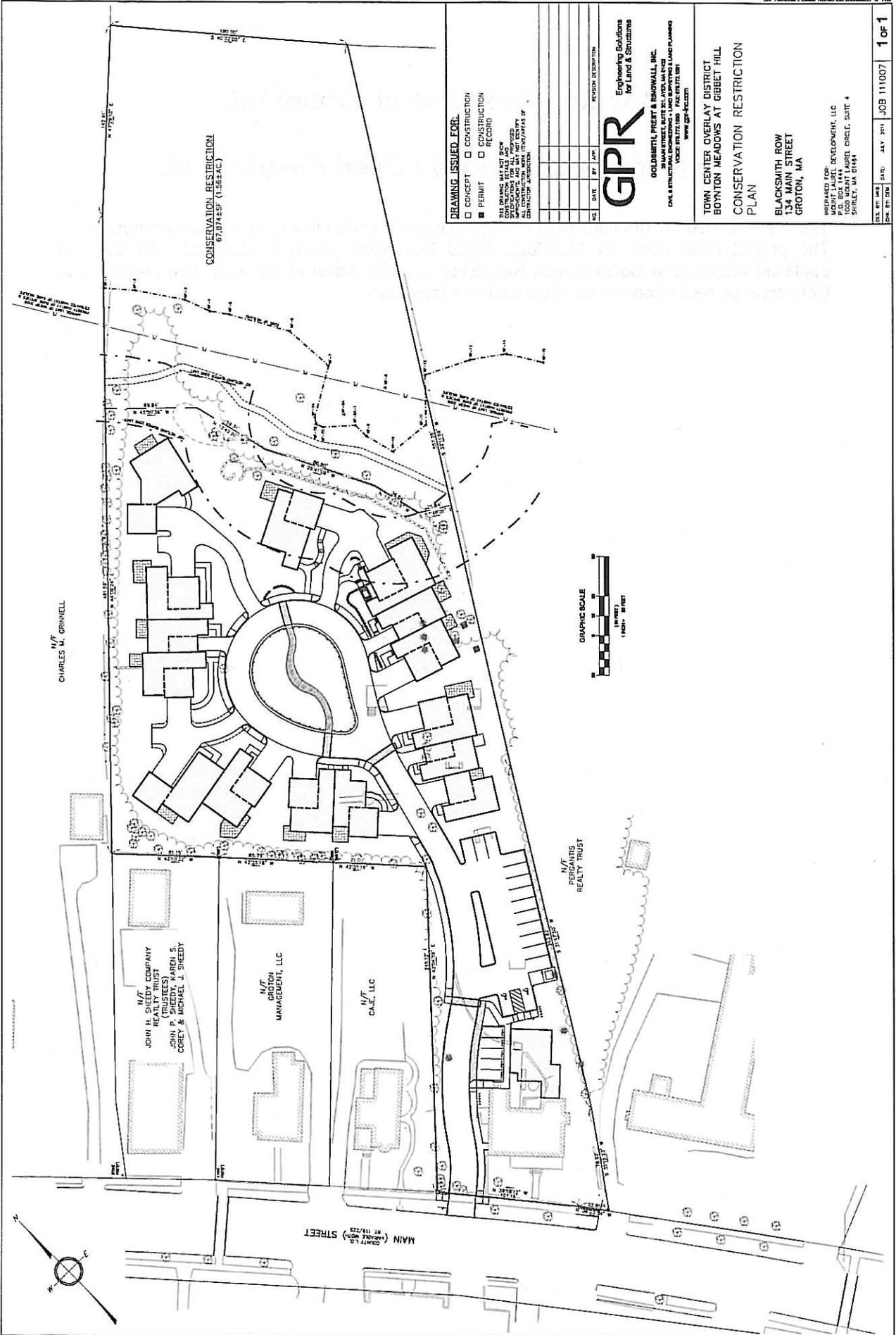
My commission expires:

## **Boynton Meadows at Gibbet Hill**

### **Existing and Proposed Deed Restrictions**

There are no deed restrictions on the subject property and at this time only two proposed. The project must have an Affordable Deed Restriction which is attached. As well the applicant proposed a Conservation Restriction on 1.56 acres of the 4.21 acre parcel. The Conservation restriction will be submitted at a later date.





**DRAWING ISSUED FOR:**  
 CONCEPT    CONSTRUCTION  
 PERMIT    RECORD

THIS DRAWING MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

NO.	DATE	BY	DATE	REVISION DESCRIPTION

**GPR**  
 Engineering Solutions  
 for Land & Structures

GOLDSMITH, PREST & BIRKOWALL, INC.  
 CIVIL & STRUCTURAL ENGINEERING, LAND SURVEYING & LAND PLANNING  
 VOICE: 878.772.1880   FAX: 878.772.1881  
 www.gpr-hcc.com

TOWN CENTER OVERLAY DISTRICT  
 BORTON MEADOWS AT GIBBY HILL  
 CONSERVATION RESTRICTION  
 PLAN

BLACKSMITH ROW  
 134 MAIN STREET  
 GROTON, MA

PREPARED FOR:  
 MOUNT LABEL DEVELOPMENT, LLC  
 1000 MOUNT LAUREL CIRCLE, SUITE 4  
 SHIRLEY, MA 01961

**Section Nine**

**Certification of Abutters  
By the Groton Assessor Office**



**Groton, Massachusetts 01450**

**Office: 978-448-1127**

**Fax: 978-448-1115**

**Date: 5/5/11**

**Map: 113**

**Parcel: 9**

**Location: 134 Main St.**

### **Certification of Abutters**

Abutters are within 300 feet of any requested parcel's lot lines. We hereby certify that the enclosed list, taken from the Board of Assessors Real Estate property files, as per the deeds as received up 5/1/11, includes the names and addresses of all parties; interest under MGL Chapter 40A Sec.11 as amended to the best of our knowledge and belief.

This abutter's list will not satisfy legal requirements for notice, if ninety days have elapsed from the date of request.

Rena E. Swezey, Principal Assessor

*Kathleen E Miller*

Becky Babcock, Office Assistant  
Kathy Miller, Office Assistant

113-4-0  
PERINI, GINA M.  
164 MAIN ST  
GROTON, MA 01450

113-40-0  
SAMPAS, BETTY E.  
C/O MICHAEL G. SAMPAS  
117 MAIN ST, APT 1L  
GROTON, MA 01450

113-5-0  
GRINNELL, CHARLES M.  
GRINNELL, CAROL R.  
154 MAIN STREET  
GROTON, MA 01450

113-41-0  
LANDMARK REALTY TRUST  
COSMO GILBERTI III - TRUSTEE  
6 LANDMARK ROAD  
WESTFORD, MA 01886

113-6-0  
SHEEDY COMPANY REALTY TRUST,  
J. P./M. J. SHEEDY/K.S. COREY -  
P.O. BOX 636  
GROTON, MA 01450

113-42-0  
R AND D REALTY TRUST  
RICHARD A. SARGENT - TRUSTEE  
P.O. BOX 492  
GROTON, MA 01450

113-7-1  
GROTON MANAGEMENT LLC  
C/O GARY GRANTZ  
P.O. BOX 7434  
GILFORD, NH 03247

113-43-0  
TOWN OF GROTON, SCHOOL -  
173 MAIN ST  
GROTON, MA 01450

113-7-2  
CARRIAGE BARN 142 LLC  
P.O. BOX 1219  
GROTON, MA 01450

116-3-1  
GIBBET HILL FARM LLC  
48 HEMLOCK PARK DRIVE  
GROTON, MA 01450

113-8-0  
CAJE, LLC  
140 MAIN ST  
GROTON, MA 01450

224-36-0  
GROTON CENTER FARMS LLC  
60 MAYFIELD DR  
GROTON, MA 01450

113-10-0  
PERGANTIS REALTY TRUST  
128 MAIN STREET, B2-A5  
GROTON, MA 01450-1271

224-40-0  
GROTON CENTER FARMS LLC  
60 MAYFIELD DR  
GROTON, MA 01450

113-11-0  
LAWRENCE ACADEMY TRUSTEES  
P.O. BOX 992  
GROTON, MA 01450

113-38-0  
SCOFIDIO, IAN R.  
SCOFIDIO, BARBARA ANN  
16 BROADMEADOW ROAD  
GROTON, MA 01450

113-39-0  
SAMPAS, BETTY E.  
117 MAIN ST, APT 1L  
GROTON, MA 01450

**Section Ten**

**Fee Calculation Sheets and  
Copies of Checks**

**Administrative Fees**

**Check if applicable**

**Amount Due**

<b>Administrative Fees</b>		<b>Check if applicable</b>	<b>Amount Due</b>
<b>Board of Health:</b>			
	Retail Food	50.00	
	Restaurant		
	Take out	25.00	
	Fewer than 25 seats	25.00	
	25-50 seats	50.00	
	More than 50 seats	50.00	
	Frozen Dessert License	25.00	
	Milk License	25.00	
<b>Conservation Commission:</b>			
	Single minor project	25.00	
	New residential	125.00	
	Multifamily	250.00	yes 250.00
	Non-residential	300.00	
	Drainage basin	200.00	yes 200.00
	Wetlands crossing		
	driveway	50.00	
	roadway	300.00	
<b>Earth Removal-Stormwater Committee:</b>			
	Earth Removal Exemption	50.00	
	Stormwater Permit		
	Limited	50.00	
	Full	100.00	yes 100.00
<b>Historic Districts Commission:</b>			
	Certificate of Appropriateness	150.00	yes 150.00
<b>Planning Board:</b>			
	Special Permit/Site Plan Review	250.00	
	per residential unit	150.00	18 2700.00
	per non-residential unit	150.00	3 450.00
<b>Roads and Ways</b>			
	Scenic Roads	50.00	
	Driveway Permits	50.00	yes 50.00
	Road opening per linear foot	1.00	100 l.f. 100.00
<b>Signs</b>			
	Located in Historic District	50.00	yes 50.00
	Located outside Historic District	50.00	

**TOTAL ADMINISTRATIVE FEES:**

\$4,300.00

*Water and sewer fees must be paid directly to those departments.*

*Additional fees must be paid to the DEP for Conservation Commission applications*

**Project Review**

*(to be used for consultant review, see MGL Ch. 44, s. 53G and Chapter 381 of the Code of the Town of Groton)*

**Check if applicable      Amount Due**

<b>Board of Health (Nashoba Associated Boards of Health):</b>				
	Retail Food	150.00		
	Restaurant			
	Take out	150.00		
	Fewer than 25 seats	150.00		
	25-50 seats	200.00		
	More than 50 seats	250.00		
<b>Conservation Commission:</b>				
	Notice of Intent	5,000.00	yes	5,000.00
<b>Planning Board:</b>				
	Special Permit/Site Plan Review			
	per residential unit	250.00	18	4,500.00
	per SF non-residential GFA	1.00	3	3,500.00
<b>Earth Removal-Stormwater Committee:</b>				
	Stormwater Permit/LID Review			
	Limited	500.00		
	Full	1,000.00	yes	1,000.00

**TOTAL PROJECT REVIEW FEES:** \$14,000.

<b>CHECKS RECEIVED FOR:</b>	Check #	Amount
Administrative Fees	<u>#116</u>	<u>\$4,300.</u>
Project Review Fees:	<u>#117</u>	<u>\$14,000.</u>

Land Use Director/  
Town Planner \_\_\_\_\_ Date: \_\_\_\_\_

*Water and sewer fees must be paid directly to those departments.  
Additional fees must be paid to the DEP for Conservation Commission applications*

MOUNT LAUREL DEVELOPMENT, LLC  
1000 MT. LAUREL CIRCLE  
SHIRLEY, MA 01464

117  
53-7137/2113  
BRANCH 0

Date 7-15-11

Pay to the Order of Town of Groton \$ 14,000<sup>00/100</sup>  
Fourteen Thousand dollars and 00/100 Dollars

**NORTH MIDDLESEX**  
Banking at its personal best  
For 134 Main [Signature]

⑆211371379⑆ 0017317306⑈ 0117

MOUNT LAUREL DEVELOPMENT, LLC  
1000 MT. LAUREL CIRCLE  
SHIRLEY, MA 01464

116  
53-7137/2113  
BRANCH 0

Date 7-15-11

Pay to the Order of Town of Groton \$ 4300<sup>-</sup>  
Four Thousand dollars and 00/100 Dollars

**NORTH MIDDLESEX**  
Banking at its personal best  
For 134 Main [Signature]

⑆211371379⑆ 0017317306⑈ 0116

MOUNT LAUREL DEVELOPMENT, LLC  
1000 MT. LAUREL CIRCLE  
SHIRLEY, MA 01464

115  
53-7137/2113  
BRANCH 0

Date 7-15-11

Pay to the Order of Commonwealth of MA \$ 762<sup>50</sup>  
Seven Hundred Sixty-two dollars and 50/100 Dollars

**NORTH MIDDLESEX**  
Banking at its personal best  
For 134 Main [Signature]

⑆211371379⑆ 0017317306⑈ 0115

MOUNT LAUREL DEVELOPMENT, LLC  
1000 MT. LAUREL CIRCLE  
SHIRLEY, MA 01464

119  
53-7137/2113  
BRANCH 0

Date 7-15-11

Pay to the Order of Commonwealth of MA - NHESP \$ 300<sup>-</sup>  
Three Hundred dollars and 00/100 Dollars

**NORTH MIDDLESEX**  
Banking at its personal best  
For 134 Main [Signature]

⑆211371379⑆ 0017317306⑈ 0119

MOUNT LAUREL DEVELOPMENT, LLC  
1000 MT. LAUREL CIRCLE  
SHIRLEY, MA 01464

118  
53-7137/2113  
BRANCH 0

Date 7-15-11

Pay to the Order of Town of Groton \$ 130<sup>-</sup>  
One Hundred Thirty dollars and 00/100 Dollars

**NORTH MIDDLESEX**  
Banking at its personal best  
For 134 Main [Signature]

⑆211371379⑆ 0017317306⑈ 0118 3