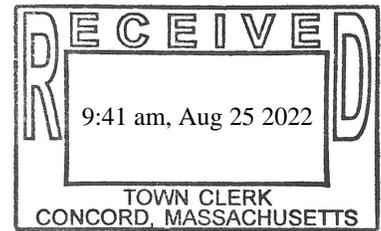


Concord Municipal Affordable Housing Trust  
Wednesday, August 10, 2022 at 4:00 pm  
[Virtual Meeting via Zoom](#)  
Approved Meeting Minutes



1. *Call to Order / Roll Call* – Chair Keith Bergman called the meeting to order at 4:02 pm on Zoom. Roll call of members present: Linda Escobedo, Mike Lawson, Frank (“Rich”) Feeley, and Keith Bergman. Kerry Lafleur was on vacation and not in attendance. Also present were Regional Housing Services Office Director Liz Rust; Concord Housing Authority chair Stephanie Chrobak and member Stephan Bader; Community Preservation Committee chair Diane Proctor; Finance Committee members Ray Andrews and Dee Ortner; Planning Board member Linda Miller; and Laura Smead of JM Goldson, HPP consultant.

2. *Approval of minutes* – Mike Lawson moved to approve the meeting minutes of July 20, 2022 as amended; seconded by Rich Feeley; and approved by unanimous vote (4-0).

3. *Continue meeting with fellow Concord housing entities to discuss/coordinate affordable housing funding goals/priorities for this year & strategies to stay above 10% under 2020 census*

3a. *Christopher Heights/Junction Village debrief/update* – CHDC, RHSO - The chair welcomed fellow housing partners back for a fourth meeting in-a-row to discuss affordable housing funding goals and priorities for this year, and strategies to stay above 10% under the 2020 census, identifying Christopher Heights as the Town’s only option in the near term. Accordingly, on July 20, 2022, the Trust had voted unanimously (5-0) to express its support for Grantham Group’s request to the state’s Department of Housing and Community Development for additional state funding for the Christopher Heights / Junction Village project; and to express to the Select Board that the Trust views this project as the highest and best use of any Town funds for affordable housing, the use of which would be subject to the Select Board’s policy direction. On July 22, 2022, Walter Ohanian of Grantham Group heard back from Kate Racer to DHCD that Grantham would not be invited to submit a funding request this summer, because DHCD was limiting this round to family units—and Christopher Heights is for senior assisted living. It would be eligible in future rounds, though. The Select Board discussed the project’s status at its meeting on July 25, 2022. The Housing Production Plan Steering Committee did not have the opportunity to do so July 27, 2022, so we’ve invited the HPP consultant JM Goldson to join us and the rest of the HPP update team tonight for that purpose.

RHSO Director Liz Rust said that the Concord Housing Development Corporation (CHDC)—the owner of the Junction Village site<sup>1</sup>-- would like to get a meeting with DHCD’s Kate Racer by the time the Christopher Heights project is brought back to the Select Board. A Select Board vote approving local funding would be needed by the middle of September to meet the DHCD’s next state funding round deadline. Liz clarified that the entire amount of project funding from the State must be reapplied for, not just the \$7-million increment from State ARPA funds.

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<sup>1</sup> [Junction Village](#) is a 12.8-acre parcel conveyed by the Commonwealth of Massachusetts to CHDC in 2013 for affordable housing and open space purposes. It is located off of Winthrop Street, and is bordered by MCI Concord to the north, Assabet River to the east, and Bruce Freeman Rail Trail to the west.

Rich Feeley stated that the Select Board is the key, and that without Junction Village, we ought to ask where the next 40B is going to come from. Rich also cited misinformation about project cost increases—it's 65%, not 165%, and that's compared to 40% in the industry since COVID began. Rich would like to have the Trust write another letter to the Select Board saying why Junction Village is the highest and best use of Town funds; and if this project dies, it will be a long time before we get to 10% or safe harbor under 40B.

Liz Rust and Keith Bergman mentioned the affordable housing requirements of the fossil fuel-free development demonstration project in the climate legislation-- [H.5060](#) --currently on the Governor's desk. Section 84 of that bill includes a pilot program for the first 10 communities filing home rule legislation for fossil fuel free construction and major renovations. Concord is one of those 10, so would need to understand the affordable housing requirements needed to maintain eligibility for that pilot program if the bill becomes law.

Linda Escobedo suggested the second letter to the Select Board reference both Town and ARPA funds available for affordable housing. Since not everyone appreciates the value of being in safe harbor, there should be persuasive comments on that, as well. Mike Lawson said if the governor signs the climate bill, the fossil fuel free development pilot project should be included, and that the environmental community could be mobilized around it.

Community Preservation Committee chair Diane Proctor and Concord Housing Authority chair Stephanie Chrobak both encouraged that the community be made more aware of the importance of the Christopher Heights project in keeping the Town above its 10% Chapter 40B goal, and to be more aware of the consequences of falling below 10%. Mobilizing a wider community will be key.

Liz Rust asked when the Select Board would be meeting again, and Linda indicated August 29<sup>th</sup> and September 12<sup>th</sup> are the next regularly scheduled meetings. Liz said she would bring this back to CHDC to get time on those two agendas-- the first for an update, and the second for a policy decision.

Lois Suarez thought today's discussion was much clearer about the importance of staying above the 10% goal under Chapter 40B than the Select Board's July 25<sup>th</sup> meeting had been. Social justice organizations could also be reached out to. People should also be urged to show up in person at the Select Board's meeting when this is discussed again.

The chair suggested the trust authorize the drafting of a letter along the lines of what we'd discussed today, and the consensus was to schedule the Trust's next meeting for Monday, August 15, 2022 at 1 pm on Zoom to vote on that letter. That would allow the letter to be distributed in time for the Concord Chairs Breakfast on Wednesday, August 17, 2022 at 8 am.

After discussion about the need for additional State and Town funding for Christopher Heights/Junction Village to be able to count its 83 senior assisted living units on the Town's Subsidized Housing Inventory (SHI); understanding the importance of achieving and maintaining compliance with the Town's 10% goal under State's Chapter 40B, and identifying impacts of non-compliance, including ineligibility for certain State funding and programs, and

opening the Town to “unfriendly 40B” developments, Mike Lawson moved that the Trust authorize Rich Feeley to draft for review at the Trust’s next meeting on August 15, 2022 a letter to the Select Board, for outreach to other Town boards and potential partners, in support of the Concord Housing Development Corporation’s application for State and Town funding for Christopher Heights/Junction Village along the lines discussed today; seconded by Rich Feeley; and approved by unanimous vote (4-0).

*3b. Housing Production Plan update - JM Goldson, RHSO, Town* - Laura Smead of JM Goldson, HPP consultant and RHSO Director Liz Rust gave a brief update on the second Housing Production Plan community forum that will be held on Wednesday, September 14, 2022 at 7 pm on Zoom. Public feedback on proposed goals and strategies. HPP update materials are available at [the Town website](#). Mike Lawson and Keith Bergman represent CMAHT on the HPP Steering Committee, which would like to meet again prior to the community forum. There is a Concord Housing Roundtable on Tuesday, August 30<sup>th</sup> at 7 pm, so perhaps HPP/SC could meet at 6 pm.

*3c. Affordable housing funding requests for CPC, ARPA, Town, and Trust funds* – The chair summarized that the Trust’s discussions with fellow housing partners in recent weeks had indicated that the top priority for use of affordable housing funds is Christopher Heights/Junction Village for its 83 SHI units; followed by Assabet River Bluff’s 5 affordable units. Both projects would be best advanced by tapping ARPA and/or CMAHT funds available this fall (FY 2023) without further town meeting appropriation. Liz Rust had indicated that some \$1.3-million is needed for Christopher Heights, with \$50,000 needed for a design phase for Assabet River Bluff. Rich Feeley indicated that the Concord Housing Foundation had \$50,000 which could be tapped for the Assabet design. For FY 2024, funding requests to go to May 2023 Town Meeting for Concord Housing Authority properties, Town of Concord housing expenses, and for another annual appropriation for the Trust. Potential funding sources for FY 2024 could be federal ARPA funds, free cash, and/or Community Preservation funds. If CMAHT were to apply for CPA funding, the chair hoped the trust could call on town staff to prepare the application. Further discussions about funding could be raised with our fellow housing entities at the forthcoming Concord Housing Roundtable on August 30<sup>th</sup>, given the September 16<sup>th</sup> deadline for CPA applications.

Linda Escobedo acknowledged the recent passing of Terry Rothermel, former Select Board and Housing Authority member who helped found the Concord Housing Foundation.

*4. Exploring Sources of Trust Funds: Updates on real estate transfer fee & building permit surcharge legislation; exploring additional/alternative funding sources* – The chair reported that legislation to provide a dedicated funding source for the trust did not pass during the legislature’s formal session ending July 31, 2022. The LOHA (Local Option for Housing Affordability) Coalition intends to refile in the next session of the legislature. Refiling Concord’s local home rule petitions should also be explored, and CMAHT may want to weigh in with any recommendations on language changes.

*5a. Assabet River Bluff closing (5 affordable units)* – The recording of the seven-acre Assabet River Bluff property at the [Middlesex South Registry of Deeds](#) occurred on August 9, 2022. The deed recorded at Book 80551, Page 355 indicates the one-acre parcel was acquired by CHDC for

consideration paid of \$950,000; CHDC's mortgage to CMAHT for \$600,000 is recorded at Book 80551, Page 364. The six-acre portion was acquired by the Town of Concord's Natural Resources Commission, as its Conservation Commission, for consideration paid of \$1,850,000. That deed is recorded at Book 80551, Page 344.

5b. *Minuteman National Park affordable rental housing opportunity* – Mike Lawson and Liz Rust gave a brief update on discussions between the Town and Minuteman National Park about affordable rentals of certain renovated MNP properties. A major question is who will hold the lease with the National Park. Mike reported that the MNP superintendent was on the agenda for Select Board meeting on August 8<sup>th</sup>, which discussed MNP's renovation plans. Linda Escobedo reports that the Concord Historical Commission had concerns about this proposal. Mike will follow-up with Town Manager Kerry Lafleur when she returns from vacation. Mike suggested this matter be placed on a future CMAHT regular meeting agenda for a fuller discussion.

6. *Public Comment* – CHA member Stephan Bader inquired whether there was a role the Concord Housing Authority could play in the affordable rental program just discussed. Finance Committee member Ray Andrews said he would bring information about the importance and impact of Christopher Heights back to FinCom. The chair thanked all of the liaisons from other boards who attend our meetings.

7. *Future Meetings* [on Zoom, unless otherwise noted]

- Monday, August 15, 2022 at 1 pm – next CMAHT meeting
- Wednesday, August 17, 2022 at 8 am – Concord Chairs Breakfast
- Tuesday, August 30, 2022 at 6 pm – HPP Steering Committee [tentatively]
- Tuesday, August 30, 2022 at 7 pm – Concord Housing Roundtable
- Wednesday, September 14, 2022 at 7 pm - Housing Production Plan community forum
- Friday, September 16, 2022 at 4 pm – Community Preservation Committee's funding application deadline

8. *Adjournment* – Mike Lawson made a motion to adjourn the CMAHT meeting, seconded by Rich Feeley. Motion passed unanimously (4-0). The meeting adjourned at 5:48 pm.

Documents attached

- Assabet River Bluff - CHDC mortgage to CMAHT for \$600,000, as recorded with Middlesex South Registry of Deeds at Book 80551, Page 364, August 9, 2022

# Middlesex South Registry of Deeds

## Electronically Recorded Document

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### Recording Information

Document Number	: 121412
Document Type	: DEED
Recorded Date	: August 09, 2022
Recorded Time	: 08:19:03 AM
Recorded Book and Page	: 80551 / 355
Number of Pages(including cover sheet)	: 7
Receipt Number	: 2841083
Recording Fee (including excise)	: \$4,487.00

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 MASSACHUSETTS EXCISE TAX  
 Southern Middlesex District ROD # 001  
 Date: 08/09/2022 08:19 AM  
 Ctrl# 363867 00604 Doc# 00121412  
 Fee: \$4,332.00 Cons: \$950,000.00  
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**Middlesex South Registry of Deeds**  
**Maria C. Curtatone, Register**  
 208 Cambridge Street  
 Cambridge, MA 02141  
 617-679-6300  
[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)

**QUITCLAIM DEED**

**DIGI LLC**, a Massachusetts limited liability company with a principal place of business at 144 Sudbury Road, Concord, Massachusetts 01742 ("Grantor")

for consideration paid of Nine Hundred Fifty Thousand Dollars (\$950,000.00),

grants to the **Concord Housing Development Corporation**, a Massachusetts non-profit corporation, with a principal place of business at 141 Keyes Road, Concord, Massachusetts 01742,

with **QUITCLAIM COVENANTS**,

A certain parcel of land shown as "Lot 2A" on a plan entitled, "Subdivision Approval Not Required Plan of Land 2B Upland Road & 406 Old Marlboro Road" dated June 9, 2022 prepared by GCG Associates, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan 532 of 2022

Containing an area of 1 acre, more or less, according to said plan.

The premises are conveyed subject to and with the benefit of easements, restrictions and agreements of record, if any, insofar as the same are now in force and applicable.

Grantor certifies under the pains and penalties of perjury that the premises are not the homestead property of the Grantor, and that there is no other person or persons entitled to any homestead rights in said premises.

The Grantor hereby certifies that it is not classified during its current taxable year as a corporation for federal income tax purposes.

For title reference, see Deed recorded with the Middlesex South District Registry of Deeds in Book 60116, Page 277.

Property Address: 406 Old Marlboro Road, Concord, MA

Witness our hands and seals as of this 26th day of July, 2022.

DIGI LLC

by:

[Signature]  
James DiGiovanni, Manager

\_\_\_\_\_  
Mary Ann DiGiovanni, Manager

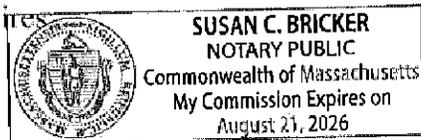
\_\_\_\_\_  
Vincent G. MacNutt, Manager

**THE COMMONWEALTH OF MASSACHUSETTS**

Middlesex County, ss.

On this 26th day of July, 2022, before me, the undersigned notary public, personally appeared James DiGiovanni, proved to me through satisfactory evidence of identification, which was \_\_ photographic identification with signature issued by a federal or state governmental agency, \_\_ oath or affirmation of a credible witness who is unaffected by the document or transaction and who is personally known to the undersigned and who personally knows the individual, or x personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as manager of DIGI LLC.

Susan C Bricker  
Notary Public  
My Commission Expires



Witness our hands and seals as of this 16 day of July, 2022.

DIGI LLC

by:

\_\_\_\_\_  
James DiGiovanni, Manager



\_\_\_\_\_  
Mary Ann DiGiovanni, Manager

\_\_\_\_\_  
Vincent G. MacNutt, Manager

**THE COMMONWEALTH OF MASSACHUSETTS**

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

On this \_\_\_ day of July, 2022, before me, the undersigned notary public, personally appeared James DiGiovanni, proved to me through satisfactory evidence of identification, which was \_\_\_ photographic identification with signature issued by a federal or state governmental agency, \_\_\_ oath or affirmation of a credible witness who is unaffected by the document or transaction and who is personally known to the undersigned and who personally knows the individual, or \_\_\_ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as manager of DIGI LLC.

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



Witness our hands and seals as of this 26<sup>th</sup> day of July, 2022.

DIGI LLC

by:

\_\_\_\_\_  
James DiGiovanni, Manager

\_\_\_\_\_  
Mary Ann DiGiovanni, Manager

  
\_\_\_\_\_  
Vincent G. MacNutt, Manager

**THE COMMONWEALTH OF MASSACHUSETTS**

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

On this \_\_\_ day of July, 2022, before me, the undersigned notary public, personally appeared James DiGiovanni, proved to me through satisfactory evidence of identification, which was \_\_\_ photographic identification with signature issued by a federal or state governmental agency, \_\_\_ oath or affirmation of a credible witness who is unaffected by the document or transaction and who is personally known to the undersigned and who personally knows the individual, or \_\_\_ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as manager of DIGI LLC.

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

THE COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_ day of July, 2022, before me, the undersigned notary public, personally appeared Mary Ann DiGiovanni, proved to me through satisfactory evidence of identification, which was \_\_\_ photographic identification with signature issued by a federal or state governmental agency, \_\_\_ oath or affirmation of a credible witness who is unaffected by the document or transaction and who is personally known to the undersigned and who personally knows the individual, or \_\_\_ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as manager of DIGI LLC.

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

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX County, ss.

On this 26 day of July, 2022, before me, the undersigned notary public, personally appeared Vincent G. MacNutt, proved to me through satisfactory evidence of identification, which was / photographic identification with signature issued by a federal or state governmental agency, \_\_\_ oath or affirmation of a credible witness who is unaffected by the document or transaction and who is personally known to the undersigned and who personally knows the individual, or \_\_\_ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as manager of DIGI LLC.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 5/13/27

 **PATRICIA S. TRAVERSI**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 13, 2027

Middlesex South Registry of Deeds  
Electronically Recorded Document

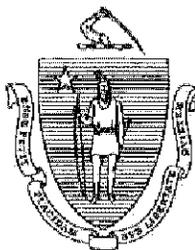
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Recorded Time	: 08:19:03 AM
Recorded Book and Page	: 80551 / 362
Number of Pages(including cover sheet)	: 2
Receipt Number	: 2841083
Recording Fee	: \$105.00

**Middlesex South Registry of Deeds**  
**Maria C. Curtatone, Register**  
208 Cambridge Street  
Cambridge, MA 02141  
617-679-6300  
[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

Date: July 26, 2022

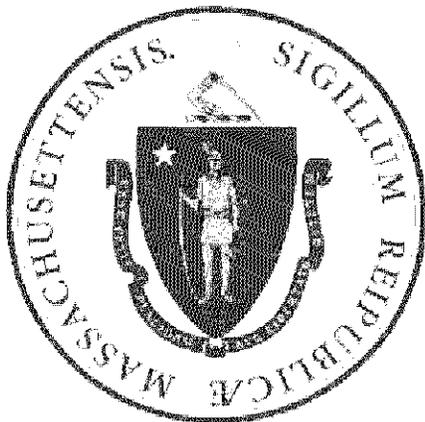
To Whom It May Concern :

I hereby certify that according to the records of this office,

**THE CONCORD HOUSING DEVELOPMENT CORPORATION**

is a domestic corporation organized on **April 12, 2007**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

Handwritten signature of William Francis Galvin in cursive script.

Secretary of the Commonwealth

Certificate Number: 22070575350

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: ili

Middlesex South Registry of Deeds  
Electronically Recorded Document

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Recording Information

Document Number	: 121414
Document Type	: MTG
Recorded Date	: August 09, 2022
Recorded Time	: 08:19:03 AM
Recorded Book and Page	: 80551 / 364
Number of Pages(including cover sheet)	: 9
Receipt Number	: 2841083
Recording Fee	: \$205.00

**Middlesex South Registry of Deeds**  
**Maria C. Curtatone, Register**  
208 Cambridge Street  
Cambridge, MA 02141  
617-679-6300  
[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)

## MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS, **CONCORD HOUSING DEVELOPMENT CORPORATION**, a Massachusetts nonprofit corporation, having an address of 141 Keyes Road, Concord, Massachusetts (the "Mortgagor"), for consideration paid, hereby grants to the Trustees of the **CONCORD MUNICIPAL AFFORDABLE HOUSING TRUST**, u/d/t dated November 8, 2021 and recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 79188, Page 390, having an address of 22 Monument Square, Concord, Massachusetts (the "Mortgagee"), with MORTGAGE COVENANTS, to secure the payment of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) (the "Loan Amount"), of which Fifty Thousand and 00/100 Dollars (\$50,000.00) having previously been delivered to Mortgagor and Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) being delivered to Mortgagor simultaneously with the execution of this Mortgage and as provided in a certain Promissory Note of even date herewith, and also to secure the performance of all covenants and agreements contained herein, the real estate known as and numbered as 406 Old Marlboro Road, Concord, Massachusetts, as more particularly described on Exhibit A attached hereto and incorporated herein, together with all buildings, structures, improvements, equipment and fixtures now or hereafter thereon which are or can by agreement be made a part of the property, and all rights, licenses and easements now or hereafter appurtenant thereto (collectively, the "Premises").

Mortgagor covenants and agrees with the Mortgagee as follows:

1. To use the Loan Amount for the acquisition of the Premises and to support the construction of five (5) affordable housing units at the Premises (each, a "Unit") within seven (7) years of the date of this Mortgage (such period, the "Term"), and to restrict the use of the Premises to affordable housing purposes in perpetuity, effectuated by a lawfully established perpetual restriction encumbering the Premises (the "Restriction"), to be recorded with the Registry prior to the expiration of the Term. If Mortgagor timely satisfies such requirements, the full Loan Amount shall be forgiven and all obligations under this Mortgage shall be discharged. If Mortgagor does not timely satisfy all such requirements, it shall constitute a default under Section 7 of this Mortgage. Notwithstanding anything in this Section 1 to the contrary, Mortgagor shall have the right to extend the Term by one (1) year, by written notice from Mortgagor to Mortgagee at least six (6) months prior to the expiration of the original Term, provided that: (i) the Restriction has been established and recorded with the Registry in accordance with this paragraph; (ii) at least two Units have been substantially completed (as defined below); and (iii) Mortgagor is diligently prosecuting either (a) the construction of the remaining Units to be constructed, or (b) a transaction to sell or otherwise convey the Premises

to a third party. Mortgagor shall, within three (3) months of the effective date of this Mortgage, provide Mortgagee with a schedule identifying major project milestones and the estimated completion dates of each, which schedule Mortgagor shall update and re-submit to Mortgagee every three (3) months during the Term. In addition, Mortgagee shall, at Mortgagee's request, provide an oral report to Mortgagee annually, or less frequently at Mortgagee's request.

2. Provided the Restriction has been established and recorded with the Registry in accordance with Section 1 above, upon the substantial completion of any Unit during the Term, the Loan Amount shall be automatically reduced by twenty percent (20%). Mortgagor shall notify Mortgagee upon the substantial completion of each Unit during the Term. As used herein, "substantial completion" shall be evidenced by the issuance of a permanent and unconditional certificate of occupancy for such Unit.

3. To submit to Mortgagee, for information purposes only, (a) a full set of plans or specifications for the proposed work to be completed with the Loan Amount prior to commencing construction, and (b) copies of any applications for zoning or permitting relief or approval necessary for the construction of the Units simultaneously with their submission to such permit-granting authority.

4. During the construction of the Units, to install a temporary sign acknowledging the Mortgagee's support of the project in a visible location on the Premises, which sign shall be removed prior to occupancy of the Units. Mortgagor shall also acknowledge the Mortgagee's support of the project on any websites and in all press releases, publicity materials, news, and written or oral announcements.

5. To not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined below) on or in the Premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law (as defined below). The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. Mortgagor agrees to hold harmless and indemnify the Mortgagee against all damages, claims, losses and liabilities, including attorneys' fees, incurred by Mortgagee on account of the existence of any Hazardous Substances on the Premises to the extent caused by the acts or omissions of Mortgagor on or after the date of this Mortgage. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, including without limitation: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal and state laws that relate to health, safety or environmental protection.

6. To indemnify and hold harmless the Mortgagee from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatever kind or nature, and to reimburse the Mortgagee for all costs and expenses, including attorneys' fees, growing out of or resulting from the exercise by the Mortgagee of any right or remedy granted to it under this Mortgage. In no event shall Mortgagee be liable for any manner or thing

in connection with this Mortgage other than to account for monies actually received by and in accordance with the terms hereof.

7. In case any default in any covenant or condition of this Mortgage or other agreements herein referred to shall exist: the entire mortgage debt shall become due at the option of Mortgagee; Mortgagee shall have the right to enter immediately upon and take possession of the Premises without consent of the owner thereof and without the commencement of any action to foreclose this Mortgage; Mortgagee shall have the further right, with or without such possession, to collect and receive all rents, issues, and profits arising out of or in connection with the Premises and to apply the same (after the payment of all necessary charges and expenses in connection with the operation of the Premises, including any managing agent's commission) toward any sums due Mortgagee under the terms hereof; and Mortgagee, to cure such default, may apply any deposits or any sums credited by or due from Mortgagee to Mortgagor (without being first required to enforce any other rights of Mortgagee against Mortgagor, or against the Premises).

8. No forbearance on the part of Mortgagee and no indulgence given by Mortgagee to the Mortgagor or to any other party claiming any interest in or to the Premises shall operate to release or in any manner affect the original liability of Mortgagor or of any endorser or guarantor, notice of any such change, modification, extension, or indulgence being waived.

9. If there shall be any breach in any condition or covenant of this Mortgage, the Mortgagee shall have the right, but without any obligation so to do, to cure such default for the account of the Mortgagor and, to the fullest extent permissible according to law, apply any funds credited by or due from the Mortgagee to the Mortgagor against the same (without any obligation first to enforce any other rights of the Mortgagee, including, without limitation, any rights under this Mortgage, or any guarantee thereof, and without prejudice to any such rights). Without limiting the generality of the foregoing, the Mortgagor hereby authorizes the Mortgagee to pay all taxes, sewer use fees, water rates and assessments, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Premises, or any part thereof; to pay the premiums for any insurance required hereunder; or to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; and the payment of all amounts so expended or incurred shall be secured hereby as fully and effectually as any other obligation of the Mortgagor secured hereby; and, to the fullest extent permissible according to law, to apply to any of these purposes or to the repayment of any amounts so paid by the Mortgagee any sums paid hereunder by the Mortgagor.

10. This Mortgage shall have priority over any other mortgage on the Premises, including any other mortgage held by Mortgagee.

11. If any provision of this Mortgage or application to any party or circumstances shall be determined by a final, unappealed ruling of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Mortgage shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. In the place of such invalid or unenforceable provision, there shall be substituted a similar, but valid and enforceable provision that comports to the findings of the aforesaid court and most nearly accomplishes the original intent of the parties.

The word "Mortgagee" as used herein shall be construed as descriptive of Mortgagee named herein and of any subsequent holder or holders hereof; the word "Mortgagor" as used herein shall be construed as descriptive of Mortgagor named herein and of any subsequent owner or owners of the equity of redemption of the Premises; and all of the covenants and agreements of Mortgagor herein contained as joint and several if Mortgagor is more than one person and shall be binding upon the heirs, executors, administrators, successors and assigns of Mortgagor.

This MORTGAGE is upon the STATUTORY CONDITION, and upon the further condition that all covenants and agreements of Mortgagor herein and in said note contained shall be kept and fully performed for any breach of which Mortgagee hereof shall have the STATUTORY POWER OF SALE.

For Mortgagor's title, see deed dated July 26, 2022 and recorded<sup>herewith</sup>/with the Middlesex South Registry of Deeds in ~~Book=====~~ ~~Page=====~~.

[The remainder of this page has been intentionally left blank]

Executed under seal as of the 4<sup>th</sup> day of August, 2022.

CONCORD HOUSING DEVELOPMENT CORPORATION

By: [Signature]  
Name: Lee S. Smith  
Title: President and Chair

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF Middlesex )

On this 4<sup>th</sup> day of August 2022 before me, the undersigned notary public, personally appeared Lee S. Smith, MA-DL of the Concord Housing Development Corporation, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose, as President of the Concord Housing Development Corporation.

[Signature]  
Notary Public maria C Espinal  
My Commission Expires: 03/03/2028



MARIA CRISTINA ESPINAL  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 3, 2028

EXHIBIT A

Description of Premises

A certain parcel of land with the buildings thereon shown as "Lot 2A" on that certain plan entitled "Subdivision Approval Not Required Plan of Land 2B Upland Road & 406 Old Marlboro Road," prepared by GCG Associates, Inc., dated June 9, 2022, and recorded with the Middlesex South District Registry of Deeds as Plan 532 of 2022

EXHIBIT B

Schedule of Major Project Milestones

[See Attached]

## Assabet River Bluff

## Mortgage Exhibit B Housing Milestones

Item	Timing
Acquire Property	08/2022
Design site layout access and entrance, septic, parking, storage, homes. Evaluate converting existing structure back to single family. Review with boards, public, interested parties	03/2023
Issue Request for Proposal for construction. Determine Rental or ownership. Indicate building preferences and requirements, leaving room for developer design. Include indication of subsidy and target affordability level/s.	06/2023
Award Request for Proposal for construction, including Development Services Agreement if needed	2024
Obtain financing commitment for construction. Include Local funds. Likely to require town meeting with active campaign. Revise and refine construction costs quarterly	2024 - 2025
Obtain zoning permit for construction. Likely using Planned Residential Development (PRD) zoning. Requires the design documents, engineered site plan.	2025
Record Housing Restriction, using the Department of Housing and Community Development (DHCD) Local Initiative Program (LIP)	2026-2027
Convey property to developer, with closing documents, and appropriate agreements	2027
Construct Units, through phasing as designed	2028
Occupancy of Units, including resident selection	2028-2029