

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made as of this 20th day of June, 2019, by and between Preservation of Affordable Housing, Inc., an Illinois nonprofit corporation, having a place of business at 40 Court Street, Suite 700, Boston, MA 02108 (“POAH”) and Housing Assistance Corporation, a Massachusetts nonprofit corporation, having a place of business at 460 West Main Street, Hyannis, MA 02601 (“HAC,” and jointly with POAH, the “Developer”) and the Bourne Housing Authority, public body corporate and politic organized under the laws of the Commonwealth of Massachusetts, having a place of business at 871 Shore Road, Pocasset, MA 02559 (“BHA”).

Recitals

A. BHA is the owner in fee simple of certain property containing approximately 2.94 acres on Cape View Way, Bourne, MA (“Property”). BHA wishes to develop the Property as affordable rental housing. BHA has determined that it can best accomplish this purpose by engaging a private developer to develop, construct and operate such housing while BHA maintains long-term site control and provides oversight.

B. On or about July 11, 2018, BHA issued a request for proposals in connection with the contemplated development, construction and operation of a maximum of sixty (60) units of affordable rental housing on the Property. On or about October 15, 2018, Developer submitted a proposal (the “Proposal”) to develop, construct and operate 51 residential units on the Property as generally described in the Proposal which is attached as Exhibit A and incorporated herein by reference and otherwise in accordance with this Agreement (the “Project”). On or about December 27, 2018, BHA designated Developer as the developer for the Project.

C. BHA and Developer desire to enter into an agreement pursuant to which Developer will develop, construct and operate the Project on a portion of the Property, such portion to be determined by the parties in accordance with this Agreement as set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. Site Control; Ground Lease; Developer Fee, Etc.

1.1 Determination of Project Site. The parties agree that the Project shall be located on the Property with exact boundaries as delineated in the property site plan (and/or) survey attached hereto as Exhibit B (the “Project Site”).

1.2 Ground Lease of Project Site. After the Project Site has been determined, and at such time as Developer is ready to close on its construction financing for development of the Project, BHA and a single purpose entity formed by Developer (the “Project Owner”) shall enter into a mutually agreeable ground lease (“Ground Lease”), pursuant to which BHA will lease the Project Site to the Project Owner for a term of ninety-nine (99) years and otherwise on terms consistent with this Agreement. The Ground Lease shall be on a “triple net” basis, with all costs and expenses, including taxes and insurance, paid by tenant and shall be such commercially reasonable form with such provisions as are reasonably required by the Project Owner’s

mortgage lenders. If and when executed, the Ground Lease shall supersede this Agreement in its entirety.

1.3 Developer Right of Entry. BHA grants to Developer, its agents, employees, subcontractors, and their agents and employees, a license to enter onto the Property for the purpose of investigating site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Any such entry shall be done at Developer's sole cost and expense, and at Developer's sole risk. Developer agrees to indemnify, defend, and hold harmless BHA and its employees and agents, from and against any cost, expense, claim or liability arising from any such entry onto the Property by Developer, its agents, employees or subcontractors. Developer shall cause its hazard and liability insurance coverages to include the BHA, its employees and agents, as additional insureds for claims caused in whole or in part by the Developer's negligent acts or omissions during the Developer's investigation of site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Developer agrees that it shall conduct all such tests and investigations in a manner which will cause as little damage as possible to the Property, and in the event of any such damage, shall promptly repair and restore the same at its sole cost and expense. Developer agrees further that all such tests and investigations will be conducted in compliance with all applicable laws and regulations, with due respect for the privacy and safety of residents of the Property, and consistent with any applicable notice provisions of BHA's leases with residents of the Property.

1.4 Developer Fee and Overhead. Developer shall be entitled to receive a developer fee and reimbursement for developer overhead in connection with the Project in such amounts and paid on such schedules as approved by the Department of Housing and Community Development. In no event shall payment of any part of such amounts be an obligation of BHA.

1.5 Property Management of Completed Project. An affiliate of POAH, POAH Communities, shall be the property manager of the completed Project. The parties shall enter into a standard form residential management agreement, including standard performance and termination provisions, for an initial term of one (1) year.

1.6 Town CPA Project Financing. BHA shall support the Developer's request to secure a grant of \$200,000 for the Project, which grant shall be funded through Community Preservation Act funds.

Article 2. Development of Project; Affordability; Term of Agreement.

2.1 The Project. Subject to the Requirements (defined below), Developer shall have responsibility for all aspects of the design, development, construction and operation of the Project.

2.2 Affordability. All of the dwelling units at the Project shall be affordable to households earning 80% of or less of the median family income for the Town of Barnstable Standard Metropolitan Statistical Area, adjusted for family size. Developer shall endeavor, to the greatest extent feasible, to develop a unit mix consistent with the proposed unit mix summarized in the chart on Page 25 of its Proposal, which is attached as Exhibit A and incorporated herein by reference, and otherwise in accordance with DHCD's Qualified Allocation Plan, lender and investor requirements and in accordance with all applicable state and local laws.

2.3 Development Costs. It is understood and agreed that Developer shall receive the Project Site in an "as is" condition and shall bear all costs associated with the Project as

contemplated hereunder. BHA will pay its own legal fees in connection with preparation and negotiation of this Agreement and the Ground Lease.

2.4 Term of Agreement. In the event that the Developer has not closed on its construction financing for development of the Project by September 30, 2021, this Agreement shall automatically be extended for a period not to exceed ninety (90) days without notice; and provided further, at the expiration of said ninety (90) day period, this Agreement may be extended by written notice of either party until such date Developer closes on its construction financing, in such party's sole discretion. In the event Developer's construction financing is not obtained within the time periods set forth in this paragraph, this Agreement shall terminate, unless further extended by the Parties.

Article 3. Respective Responsibilities of Parties.

3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the sole responsibility of Developer, it being understood that Developer shall only be responsible for the construction and operation of the Project to the extent Developer timely receives all funding, permits and approvals contemplated in the Proposal or this Agreement or otherwise necessary for the Project. Specific Developer responsibilities include, without limitation, the following:

(a) Developer shall provide BHA on a timely basis with all information with regard to Developer's activities which BHA reasonably requests.

(b) Developer shall select, coordinate, direct and manage the Project development and construction teams identified in the Proposal. Upon request, Developer shall provide BHA with copies of the contracts with the development and construction teams.

(c) Developer shall apply for, secure, and enter into all necessary Project financing and subsidy arrangements. Developer shall keep BHA fully informed of all applications for government assistance and public or private financing with respect to the Project and upon request shall provide BHA with copies of formal submissions.

(d) Developer shall obtain hazard and liability insurance reasonably satisfactory to BHA.

(e) Developer shall use diligent efforts to adhere to the Project Development Schedule attached as Exhibit C.

(f) Developer shall comply with all the Requirements (defined below), and shall obtain all necessary governmental consents and approvals, including a comprehensive permit pursuant to M.G.L. Ch. 40B, a building permit and other permits.

(g) Developer shall prepare and carry out a marketing/lottery plan for the marketing of the dwelling units at the Project and submit the same to BHA for review and approval. Developer shall prepare a form resident lease for BHA's approval.

(h) Developer shall manage and supervise the construction of the Project in accordance with the terms of the Ground Lease.

(i) Developer shall pay to the BHA a \$100,000.00 payment in accordance with the terms of the Ground Lease.

3.2 Responsibilities of BHA. The following matters shall be the primary responsibility of BHA:

(a) BHA shall review on an expeditious basis any matter submitted to it for review or approval and advise Developer of approval or denial, and (if relevant) of its reasons for denial.

(b) BHA shall provide reasonable support for the Project with local, state, and Federal agencies, lenders, and other applicable parties. BHA shall provide reasonable assistance requested by Developer in obtaining licenses, approvals, clearances, the comprehensive permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies, including with respect to the approval of the Project by the Department of Housing and Community Development pursuant to 760 CMR 4.12. BHA will cooperate with Developer in pursuing any real estate tax exemptions and abatements that may be available for the Project. Notwithstanding the foregoing, all reasonable support and cooperation from the BHA shall be at no expense to the BHA and shall be done at Developer's sole cost and expense.

3.3 Responsibilities of Both Parties.

(a) If resources anticipated by the parties for the Project become unavailable, or for any reason the Project ceases to be feasible, including, without limitation, due to engineering constraints of the Property, BHA will work with Developer, both in good faith, to develop changes or alternate plans which accomplish the original goals set forth in this Agreement to the maximum extent possible given available resources, which changes may include a reduction in the number of the units in the Project or a change in affordability levels. In the event that the parties, using good faith, are either unable to identify feasible changes or alternate plans or to agree upon proposed changes or alternate plans within six (6) months after the need for changes or alternate plans has been identified, either party may terminate this Agreement upon written notice to the other party.

Article 4. Design Review; Project Development Schedule; Project Budget.

4.1 Design Review. Developer shall work closely with BHA during each phase of the design process to ensure that BHA has a meaningful opportunity to review and provide input on the work product. The development and construction of the Project is subject to such site plans, concept plans, plans and specifications and the like as may be approved pursuant to this Agreement by the parties ("Approved Plans") and all applicable Town of Bourne ordinances, regulations and processes ("Local Ordinances") (the Approved Plans and Local Ordinances, collectively, the "Requirements").

4.2 Project Development Schedule. Attached hereto as Exhibit B is the Project Development Schedule, including proposed dates for performance of certain milestones.

Article 5. Default; Remedies.

5.1 Default by Developer. The occurrence of any of the following events shall constitute an event of default ("Event of Default") under this Agreement by Developer:

5.1.1 If Developer fails to diligently prosecute the development and construction of the Project in accordance with this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of a written notice thereof, unless such failure cannot be cured by the payment of money available to the Project and cannot with due

diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Developer proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.1.2 If Developer shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter collectively "Bankruptcy Laws") or if Developer shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Developer or of any substantial portion of Developer's property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.1.3 If an order for relief against Developer shall be entered in any involuntary case under the any Bankruptcy Law, or if the petition commencing an involuntary case against Developer or proposing reorganization of Developer under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Developer, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Developer or of any substantial portion of Developer's property, or any similar relief as to Developer pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.2 Remedies for BHA. If there is an Event of Default by Developer, BHA may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Developer.

5.3 Default by BHA. The occurrence of any of the following events shall constitute an Event of Default by BHA hereunder:

5.3.1 If BHA fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder, and shall fail to cure, correct or remedy such material default within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the BHA proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.3.2 If BHA shall be adjudicated bankrupt or be declared insolvent under any Bankruptcy Laws or if BHA shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of BHA or of any substantial portion of BHA's property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.3.3 If an order for relief against BHA shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against BHA or proposing reorganization of BHA under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of BHA, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of BHA or of any substantial portion of BHA's property, or any similar relief as to BHA pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.4 Remedies for Developer. If there is an Event of Default by BHA, Developer may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to BHA.

Article 6. Miscellaneous.

6.1 Integration. This Agreement expresses the entire agreement of the parties, and supersedes and replaces any prior agreements of the parties, written or oral.

6.2 Applicable Law. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

6.3 Amendment. This Agreement may be amended only by a written instrument, executed by the party to be charged therewith.

6.4 Notices. Whenever, by the terms of this Agreement, notice or any other communication shall or may be given, such notice or communication shall be in writing and shall be deemed given upon the earlier of (i) actual receipt by the party to whom addressed or by such party's agent or employee, (ii) two business days after being deposited in the U.S. mail, registered or certified mail, postage prepaid, or (iii) one business day after being delivered to a so-called "overnight" mail service with 1-day service, in any event addressed as follows:

If to BHA, to:

Bourne Housing Authority,
871 Shore Road
Bourne, MA 02553
Attn: Debra Jordan, Executive Director

and a copy to:

If to Developer, to:

Preservation of Affordable Housing,
Inc.,
40 Court Street, Suite 700
Boston, MA 02108
Attn: Cory Fellows, Vice President of
Real Estate Development

and a copy to:

Daniel M. Rosen
Klein Hornig LLP
101 Arch Street, Suite 1101
Boston, MA 02110

6.5 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set forth in this Agreement and if no response is received within fourteen (14) days of the notice, the approval or consent shall be conclusively deemed granted.

6.6 Reliance by Developer. BHA acknowledges that Developer intends to rely on this Agreement and further agrees Developer may rely on this Agreement to establish to third parties that it has site control of the Project Site in order to qualify for financing and obtain other approvals for the Project.

6.7 Prohibition on Assignment. This Agreement may not be assigned or transferred by Developer without the written consent of BHA. Notwithstanding the foregoing, for the purposes of this Agreement, "Developer" shall refer variously to Preservation of Affordable Housing, Inc., Housing Assistance Corporation and, as the context dictates, any an entity which either directly or indirectly controls, is controlled by or is under common control with Preservation of Affordable Housing, Inc., which Preservation of Affordable Housing, Inc. may organize to accomplish its obligations hereunder.


[signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date and year first written above.

Preservation of Affordable Housing, Inc.

By: 
Aaron Gornstein, Chief Executive Officer

Housing Assistance Corporation

By: 
Alisa M. Galazzi, Chief Executive Officer

Bourne Housing Authority

By: 
Debra Jordan, Executive Director

List of Exhibits:

Exhibit A	Proposal
Exhibit B	Site Plan (and/or) Survey
Exhibit C	Draft Project Development Schedule

12-31-1997 @ 12:36

QUITCLAIM DEED

We, Mario Tonello and Margaret K. Tonello, husband and wife, of Sagamore, MA 02561

for Nominal Consideration paid

grant to John R. Tonello and Jeffrey R. Tonello, Trustees of T.F.G. Realty Trust u/d/t dated December 21, 1995, recorded with Barnstable County Registry of Deeds in Book 9990, Page 254, of 8 Homestead ^{Road, Sagamore} Beach, MA 02562

with Quitclaim Covenants

PARCEL I

A Parcel of woodland in said Bourne bounded and described as follows:

Beginning at a stake and stone in or near the easterly side line of Massachusetts State Highway, Route #3, (between the new Sagamore Bridge and the Plymouth Line); thence Northerly by said easterly side line of said State Highway; two hundred ninety-nine (299) feet more or less, to land of Mario Rigazio; thence Northeasterly in said Rigazio's range, two hundred fifty (250) feet more or less, to a bound; thence Easterly or Southerly in range of land of owners unknown, supposed to be of Guiseppi Rigazio; thence Southerly (S. 30° E.) by land of owners unknown sometime of Levi S. Swift and another and still southerly by land formerly conveyed by these trustees to Marguerite A. Brown and John C. Brown, to Indian Lane, so-called; thence Westerly by said Indian Lane to land of Alexander Viirre; thence Northwesterly in said Viirre's range to the point of beginning; having and area of ten (10) acres be the same more or less.

The same are a part of the first parcel called "Home Woodlot" described in the deed of Levi L. Swift to the said Noble P. Swift, dated April 27, 1905, and recorded with Barnstable County Deeds, Book 272, Page 137.

For title reference for Parcel I see deed from Eimer N. Morang and Edith Godshalk Delano u/w/o Noble P. Swift, dated November 7, 1951, recorded with Barnstable County Registry of Deeds in Book 817, Page 397.

PARCEL II

A certain parcel of land situated in Bourne (Sagamore), Barnstable County, Massachusetts, bounded and described as follows:

PROPERTY ADDRESS: 49-51 Route 3A, Bourne, MA

LAW OFFICE OF
J. FORD O'CONNOR
6 MACARTHUR BLVD.
BOURNE, MA 02532
(508) 759-4070

Northeasterly by the New State Highway as shown on hereinafter mentioned plan two hundred fifty-six and 83/100 (256.83) feet;

Southeasterly by land of Mario Tonello et ux as shown on said plan one hundred eighty-three and 37/100 (183.37) feet;

Westerly by the old lay-out of the State Highway, as shown on said Plan three hundred forty-nine and 89/100 (349.89) feet;

Northerly by land now or formerly of Guiseppi Rigazio as shown on said plan forty-nine and 60/100 (49.60) feet.

Containing thirty-one thousand two hundred seventy (31,270) square feet more or less and being Lot A as shown on a plan entitled "Land in Sagamore - Bourne, Surveyed for Mario Rigazio, Scale 1" = 40', November 1956, R.S. Thomas, Surveyor, Sagamore Mass." which said plan is duly recorded with Barnstable County Registry of Deeds.

Said Parcels are subject to and with the benefits of rights, reservations, restrictions and easements of record insofar as the same are in force and applicable.

For title reference for parcel II see deed from Mario Rigazio, dated March 22, 1957, recorded with Barnstable County Registry of Deeds in Book 968, Page 315.

Witness our hands and seals this 24 day of December, 1997.

Mario Tonello
Mario Tonello

Margaret K. Tonello
Margaret K. Tonello

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

December 24, 1997

Then personally appeared the above-named MARIO TONELLO and acknowledged the foregoing instrument to be his free act and deed, before me,

John Ford O'Connor
Notary Public JOHN FORD O'CONNOR
My Commission Expires: 5/15/98

LAW OFFICE OF
J. FORD O'CONNOR
6 MACARTHUR BLVD.
BOURNE, MA 02532
(508) 759-4070

BARNSTABLE REGISTRY OF DEEDS

QUITCLAIM DEED

The Town of Bourne, a municipal corporation with a principal place of business at 24 Perry Avenue, Buzzards Bay (Bourne), Barnstable County, Massachusetts, for consideration of One (\$1.00) Dollar, paid, grants to the Bourne Housing Authority, of 871 Shore Road, Pocasset, Massachusetts 02559, with Quitclaim Covenants, for the purposes of providing affordable housing, a certain parcel of land situated in Bourne, Barnstable County, Massachusetts, more particularly bounded and described as follows:

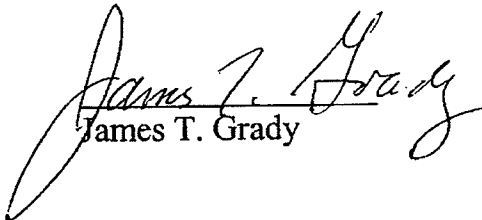
A parcel of land located at 8 Cape View Way, North Sagamore, Town of Bourne, shown on Bourne Assessors Map 7, Parcel 87 and as described in Barnstable County Registry of Deeds at Book 6361, Page 191. More particularly bounded and described as follows:


LOT 7 as shown on plan entitled "Meetinghouse Place Definitive Subdivision Plan of Land in Bourne, Mass. for (Owner of Record/Applicant) Equity Associates Trust, 436 Main Street, Hyannis, Mass., November 12, 1986, Revised 6/25/87 Scale 1" = 40', Doyle Engineering, Associates, Inc., 47 Morin Avenue, Falmouth, Mass.", which Plan is duly recorded in the Barnstable County Registry of Deeds in Plan Book 437, Page 50.

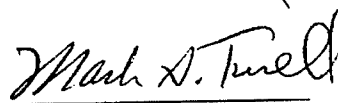
For title, see Barnstable County Registry of Deeds Book 8492, Page 293. See also Final Judgment in Tax Lien Case dated April 13, 1998 and recorded in Barnstable County Registry of Deeds at Book 11439, Page 299. See also the Vote of Annual Town Meeting of Bourne on May 29, 2001 on Article 32, attached hereto and recorded herewith.

Witness our hands and seals this 8th day of October, 2002.

TOWN OF BOURNE
BOARD OF SELECTMEN


James T. Grady


Wayne E. Covell


Mark A. Tirrell


Leo F. Locke



Linda M. Zuern

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above-named James T. Grady and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,


Notary Public *Robert S. Troy*
My Commission Expires: *11-19-04*

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Wayne E. Covell and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public Robert S. Troy
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Mark A. Tirrell and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public Robert S. Troy
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Leo F. Locke and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Linda M. Zuern and acknowledged the foregoing to be her free act and deed as a Member of the Bourne Board of Selectmen, before me,



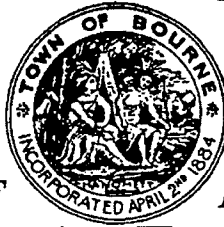
Notary Public *Robert J. Roy*

My Commission Expires:

11-19-04

Linda Marzelli
Town Clerk

Bk 15725 Pg 185 #88919
Wendy Chapman
Assistant Town Clerk



TOWN OF BOURNE
Office of the Town Clerk

At a legal meeting of the Town of Bourne held May 14, 2001 the following business was transacted at the Annual Town Meeting.

The following is a copy of the final vote taken on May 29, 2001.

ARTICLE 32. To see if the Town will vote to authorize the Board of Selectmen to transfer and convey, on terms deemed to be in the best interest of the Town, the following parcels to the **Bourne Housing Authority** for the purposes of providing affordable housing:

6 Cape View Way (Map 7, Parcel 86)
8 Cape View Way (Map 7, Parcel 87)
10 Cape View Way (Map 7, Parcel 88)
11 Cape View Way (Map 7, Parcel 90)
Off Cape View Way (Map 7, Parcel 23)

As shown on a plan on file at the office of the Town Clerk, or act anything thereon.

Request of the Board of Selectmen

MOTION: We move the Town to vote to authorize the Board of Selectmen to transfer and convey, on terms deemed to be in the best interest of the Town, the following parcels as shown on Bourne Assessors Maps to the Bourne Housing Authority for the purposes of providing affordable housing:

6 Cape View Way (Map 7, Parcel 86)
8 Cape View Way (Map 7, Parcel 87)
10 Cape View Way (Map 7, Parcel 88)
11 Cape View Way (Map 7, Parcel 90)
Off Cape View Way (Map 7, Parcel 23)

VOTED: Approved by unanimous vote.



Linda Marzelli, Town Clerk

24 Perry Avenue
Buzzards Bay, Massachusetts 02532
(508) 759-0613

BARNSTABLE REGISTRY OF DEEDS

QUITCLAIM DEED

The Town of Bourne, a municipal corporation with a principal place of business at 24 Perry Avenue, Buzzards Bay (Bourne), Barnstable County, Massachusetts 02532, for consideration of One (\$1.00) Dollar, paid, grants to the Bourne Housing Authority, of 871 Shore Road, Pocasset, Massachusetts 02559, with Quitclaim Covenants, for the purpose of providing affordable housing, a certain parcel of land situated in Bourne, Barnstable County, Massachusetts, more particularly bounded and described as follows:

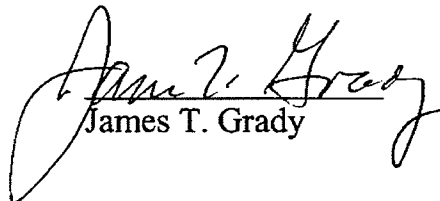
A parcel of land located at 6 Cape View Way, North Sagamore, Town of Bourne, shown on Bourne Assessors' Map 7, Parcel 86, as described in Barnstable County Registry of Deed at Book 7455, Page 319. More particularly, the land is bounded as follows:

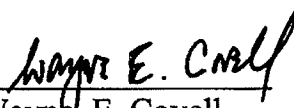
LOT 6 as shown on plan entitled "Meetinghouse Place Definitive Subdivision Plan of Land in Bourne, Mass. for (Owner of Record/Applicant) Equity Associates Trust, 436 Main Street, Hyannis, Mass., November 12, 1986, Revised 6/25/87 Scale 1" = 40', Doyle Engineering Associates, Inc., 47 Morin Avenue, Falmouth, Mass.", which said plan is duly recorded in the Barnstable County Registry of Deeds in Plan Book 437, Page 50.

For title, see Barnstable County Registry of Deeds Book 8492, Page 299. See also Final Judgment in Tax Lien Case dated November 22, 1999 and recorded in Barnstable County Registry of Deeds at Book 12837, Page 265. See also the Vote of Annual Town Meeting of Bourne on May 29, 2001 on Article 32, attached hereto and recorded herewith.

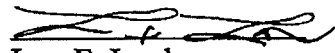
Witness our hands and seals this 2nd day of October, 2002.

TOWN OF BOURNE
BOARD OF SELECTMEN


James T. Grady


Wayne E. Covell


Mark A. Tirrell


Leo F. Locke



Linda M. Zuern

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above-named James T. Grady and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public *Robert S. Troy*
My Commission Expires:
11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

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Notary Public Robert S Troy
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Mark A. Tirrell and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public Robert S Troy
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Leo F. Locke and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,


Notary Public Robert S Troy
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Linda M. Zuern and acknowledged the foregoing to be her free act and deed as a Member of the Bourne Board of Selectmen, before me,



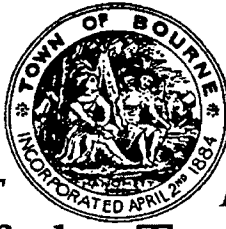
Notary Public *Robert S Troy*

My Commission Expires:

11-19-07

Linda Marzelli
Town Clerk

Bk 15725 Pg 194 ±88921
Wendy Chapman
Assistant Town Clerk



TOWN OF BOURNE Office of the Town Clerk

At a legal meeting of the Town of Bourne held May 14, 2001 the following business was transacted at the Annual Town Meeting.

The following is a copy of the final vote taken on May 29, 2001.

ARTICLE 32. To see if the Town will vote to authorize the Board of Selectmen to transfer and convey, on terms deemed to be in the best interest of the Town, the following parcels to the **Bourne Housing Authority** for the purposes of providing affordable housing:

6 Cape View Way (Map 7, Parcel 86)
8 Cape View Way (Map 7, Parcel 87)
10 Cape View Way (Map 7, Parcel 88)
11 Cape View Way (Map 7, Parcel 90)
Off Cape View Way (Map 7, Parcel 23)

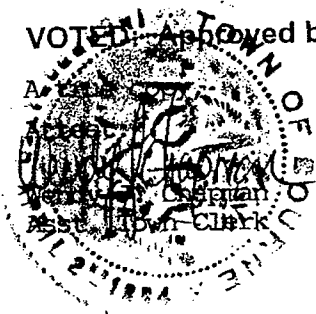
As shown on a plan on file at the office of the Town Clerk, or act anything thereon.

Request of the Board of Selectmen

MOTION: We move the Town to vote to authorize the Board of Selectmen to transfer and convey, on terms deemed to be in the best interest of the Town, the following parcels as shown on Bourne Assessors Maps to the Bourne Housing Authority for the purposes of providing affordable housing:

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8 Cape View Way (Map 7, Parcel 87)
10 Cape View Way (Map 7, Parcel 88)
11 Cape View Way (Map 7, Parcel 90)
Off Cape View Way (Map 7, Parcel 23)

VOTED: Approved by unanimous vote.



24 Perry Avenue
Buzzards Bay, Massachusetts 02532
(508) 759-0613

BARNSTABLE REGISTRY OF DEEDS

QUITCLAIM DEED

The Town of Bourne, a municipal corporation with a principal place of business at 24 Perry Avenue, Buzzards Bay (Bourne), Barnstable County, Massachusetts, for consideration of One (\$1.00) Dollar, paid, grants to the Bourne Housing Authority, of 871 Shore Road, Pocasset, Massachusetts 02559, with Quitclaim Covenants, for the purpose of providing affordable housing, a certain parcel of land situated in Bourne, Barnstable County, Massachusetts, more particularly bounded and described as follows:

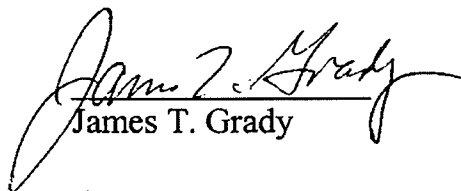
A parcel of land located at 11 Cape View Way, North Sagamore, Town of Bourne shown on Bourne Assessors Map 7, Parcel 90 and described further in Barnstable County Registry of Deeds at Book 6361, Page 191. More particularly the land is bounded as follows:

LOT 10 as shown on plan entitled "Meetinghouse Place Definitive Subdivision Plan of Land in Bourne, Mass. for (Owner of Record/Applicant) Equity Associates Trust, 436 Main Street, Hyannis, Mass., November 12, 1986, Revised 6/25/87 Scale 1" = 40', Doyle Engineering, Associates, Inc., 47 Morin Avenue, Falmouth, Mass.", which Plan is duly recorded in the Barnstable County Registry of Deeds in Plan Book 437, Page 50.

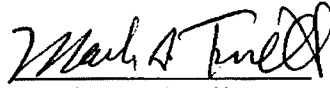
For title, see Barnstable County Registry of Deeds Book 7802, Page 99. See also Final Judgment in Tax Lien Case dated June 6, 2000 and recorded in Barnstable County Registry of Deeds at Book 13250, Page 28. See also the Vote of Annual Town Meeting of Bourne on May 29, 2001 on Article 32, attached hereto and recorded herewith.

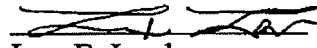
Witness our hands and seals this 8th day of October, 2002.

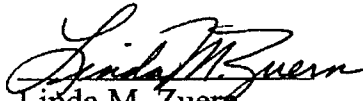
TOWN OF BOURNE
BOARD OF SELECTMEN


James T. Grady


Wayne E. Covell


Mark A. Tirrell


Leo F. Locke

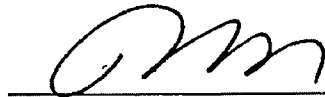

Linda M. Zuern

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above-named James T. Grady and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,


Notary Public *Notar S Tray*
My Commission Expires:
11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Wayne E. Covell and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public Robert S Tray
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Mark A. Tirrell and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public Robert S Tray
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Leo F. Locke and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,


Notary Public Robert S Tray
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

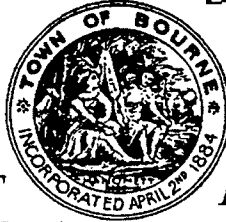
10-8, 2002

Then personally appeared the above named Linda M. Zuern and acknowledged the foregoing to be her free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public *Robert Stroup*
My Commission Expires:

11-19-04



TOWN OF BOURNE
Office of the Town Clerk

At a legal meeting of the Town of Bourne held May 14, 2001 the following business was transacted at the Annual Town Meeting.

The following is a copy of the final vote taken on May 29, 2001.

ARTICLE 32. To see if the Town will vote to authorize the Board of Selectmen to transfer and convey, on terms deemed to be in the best interest of the Town, the following parcels to the **Bourne Housing Authority** for the purposes of providing affordable housing:

6 Cape View Way (Map 7, Parcel 86)
8 Cape View Way (Map 7, Parcel 87)
10 Cape View Way (Map 7, Parcel 88)
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Off Cape View Way (Map 7, Parcel 23)

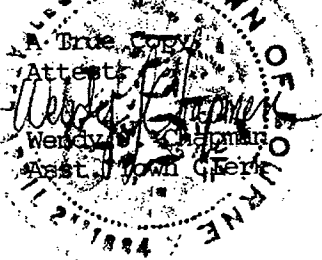
As shown on a plan on file at the office of the Town Clerk, or act anything thereon.

Request of the Board of Selectmen

MOTION: We move the Town to vote to authorize the Board of Selectmen to transfer and convey, on terms deemed to be in the best interest of the Town, the following parcels as shown on Bourne Assessors Maps to the Bourne Housing Authority for the purposes of providing affordable housing:

6 Cape View Way (Map 7, Parcel 86)
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Off Cape View Way (Map 7, Parcel 23)

VOTE: Approved by unanimous vote.



24 Perry Avenue
Buzzards Bay, Massachusetts 02532
(508) 759-0613

BARNSTABLE REGISTRY OF DEEDS

QUITCLAIM DEED

The Town of Bourne, a municipal corporation with a principal place of business at 24 Perry Avenue, Buzzards Bay (Bourne), Barnstable County, Massachusetts, for consideration of One (\$1.00) Dollar, paid, grants to the Bourne Housing Authority, of 871 Shore Road, Pocasset, Massachusetts 02559, with Quitclaim Covenants, for the purpose of providing affordable housing, a certain parcel of land situated in Bourne, Barnstable County, Massachusetts, more particularly bounded and described as follows:

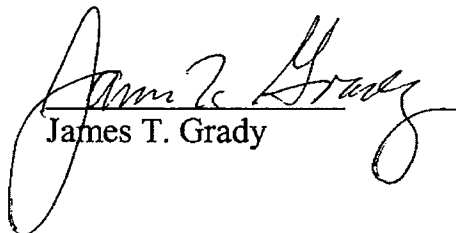
A parcel of land located at 10 Cape View Way, North Sagamore, Town of Bourne, shown on Bourne Assessors Map 7, Parcel 88 and as described in Barnstable County Registry of Deeds at Book 6361, Page 191. More particularly bounded and described as follows:

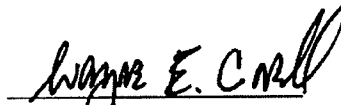
LOT 8 as shown on plan entitled "Meetinghouse Place Definitive Subdivision Plan of Land in Bourne, Mass. for (Owner of Record/Applicant) Equity Associates Trust, 436 Main Street, Hyannis, Mass., November 12, 1986, Revised 6/25/87 Scale 1" = 40', Doyle Engineering, Associates, Inc., 47 Morin Avenue, Falmouth, Mass.", which plan is duly recorded in the Barnstable County Registry of Deeds in Plan Book 437, Page 50.

For title, see Barnstable County Registry of Deeds Book 8492, Page 294. See also Final Judgment in Tax Lien Case dated August 28, 1998 and recorded in Barnstable County Registry of Deeds at Book 11796, Page 127. See also the Vote of Annual Town Meeting of Bourne on May 29, 2001 on Article 32, attached hereto and recorded herewith.

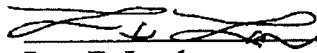
Witness our hands and seals this 8th day of October, 2002.

TOWN OF BOURNE
BOARD OF SELECTMEN


James T. Grady


Wayne E. Covell


Mark A. Tirrell


Leo F. Locke



Linda M. Zuern

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above-named James T. Grady and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,


Notary Public Robert S. Troy
My Commission Expires:
11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Wayne E. Covell and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,


Notary Public Robert S. Troy

My Commission Expires:

11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Mark A. Tirrell and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,


Notary Public Robert S. Troy

My Commission Expires:

11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Leo F. Locke and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,


Notary Public Robert S. Troy

My Commission Expires:

11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

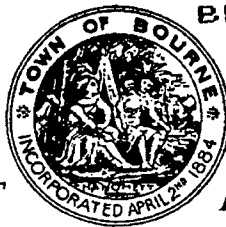
Then personally appeared the above named Linda M. Zuern and acknowledged the foregoing to be her free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public

My Commission Expires:

Robert J. Troy
11-19-04



TOWN OF BOURNE
Office of the Town Clerk

At a legal meeting of the Town of Bourne held May 14, 2001 the following business was transacted at the Annual Town Meeting.

The following is a copy of the final vote taken on May 29, 2001.

ARTICLE 32. To see if the Town will vote to authorize the Board of Selectmen to transfer and convey, on terms deemed to be in the best interest of the Town, the following parcels to the **Bourne Housing Authority** for the purposes of providing affordable housing:

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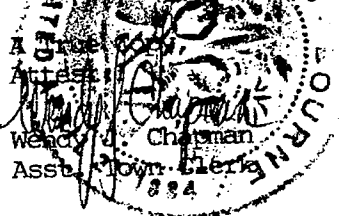
As shown on a plan on file at the office of the Town Clerk, or act anything thereon.

Request of the Board of Selectmen

MOTION: We move the Town to vote to authorize the Board of Selectmen to transfer and convey, on terms deemed to be in the best interest of the Town, the following parcels as shown on Bourne Assessors Maps to the Bourne Housing Authority for the purposes of providing affordable housing:

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11 Cape View Way (Map 7, Parcel 90)
Off Cape View Way (Map 7, Parcel 23)

VOTED: Approved by unanimous vote.



BARNSTABLE REGISTRY OF DEEDS

24 Perry Avenue
Buzzards Bay, Massachusetts 02532
(508) 759-0613

QUITCLAIM DEED

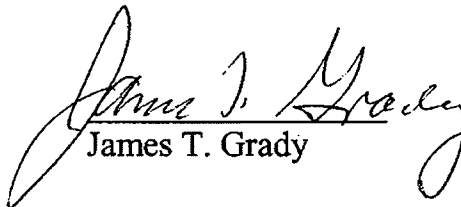
The Town of Bourne, a municipal corporation with a principal place of business at 24 Perry Avenue, Buzzards Bay (Bourne), Barnstable County, Massachusetts, for consideration of One (\$1.00) Dollar, paid, grants to the Bourne Housing Authority, of 871 Shore Road, Pocasset, Massachusetts 02559, with Quitclaim Covenants, for the purpose of providing affordable housing, a certain parcel of land situated in Bourne, Barnstable County, Massachusetts more particularly bounded and described as follows:

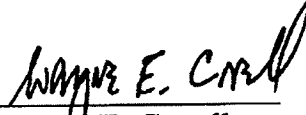
A parcel of land located on Meeting House Lane, North Sagamore, Town of Bourne shown on Bourne Assessors Map 7, as Parcel 23 and described further as "Open Space - Picnic Area" in Barnstable County Registry of Deeds at Book 6361, Page 191. More particularly, the Open Space shown on plan entitled "Meetinghouse Place Definitive Subdivision Plan of Land in Bourne, Mass. for (Owner of Record/Applicant) Equity Associates Trust, 436 Main Street, Hyannis, Mass., November 12, 1986, Revised 6/25/87 Scale 1" = 40', Doyle Engineering, Associates, Inc., 47 Morin Avenue, Falmouth, Mass.", which Plan is duly recorded in the Barnstable County Registry of Deeds in Plan Book 437, Page 50.

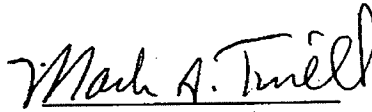
For title, see Barnstable County Registry of Deeds Book 8492, Page 299. See also Final Judgment in Tax Lien Case dated March 6, 1997 and recorded in Barnstable County Registry of Deeds at Book 10741, Page 346. See also the Vote of Annual Town Meeting of Bourne on May 29, 2001 on Article 32, attached hereto and recorded herewith.

Witness our hands and seals this 8th day of October, 2002.

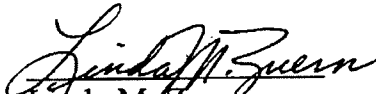
TOWN OF BOURNE
BOARD OF SELECTMEN


James T. Grady


Wayne E. Covell


Mark A. Tirrell


Leo F. Locke



Linda M. Zuern

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above-named James T. Grady and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public Robert S. Troy
My Commission Expires:
11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Wayne E. Covell and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public Robert S. Tray
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Mark A. Tirrell and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,

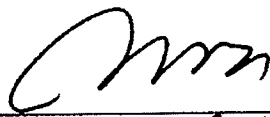

Notary Public Robert S. Tray
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Leo F. Locke and acknowledged the foregoing to be his free act and deed as a Member of the Bourne Board of Selectmen, before me,


Notary Public Robert S. Tray
My Commission Expires: 11-19-04

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

10-8, 2002

Then personally appeared the above named Linda M. Zuern and acknowledged the foregoing to be her free act and deed as a Member of the Bourne Board of Selectmen, before me,



Notary Public

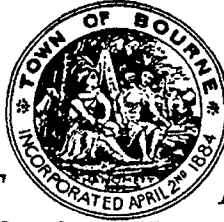
My Commission Expires:

Robert S Tray

11-19-04

Linda Marzelli
Town Clerk

Bk 15725 Pg 222 #88927
Wendy Chapman
Assistant Town Clerk



TOWN OF BOURNE Office of the Town Clerk

At a legal meeting of the Town of Bourne held May 14, 2001 the following business was transacted at the Annual Town Meeting.

The following is a copy of the final vote taken on May 29, 2001.

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Off Cape View Way (Map 7, Parcel 23)

As shown on a plan on file at the office of the Town Clerk, or act anything thereon.

Request of the Board of Selectmen

MOTION: We move the Town to vote to authorize the Board of Selectmen to transfer and convey, on terms deemed to be in the best interest of the Town, the following parcels as shown on Bourne Assessors Maps to the Bourne Housing Authority for the purposes of providing affordable housing:

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11 Cape View Way (Map 7, Parcel 90)
Off Cape View Way (Map 7, Parcel 23)



Approved by unanimous vote.

BARNSTABLE REGISTRY OF DEEDS

24 Perry Avenue
Buzzards Bay, Massachusetts 02532
(508) 759-0613