

## LETTER OF INTENT FORM

TO: WESTBOROUGH HOUSING PARTNERSHIP

FROM: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_

The undersigned prospective purchaser of an affordable home as described in the information packet for the premises located at 11 Indian Pond Drive, Westborough, MA hereby submits the following documentation to the Westborough Housing Partnership for its review and consideration:

1. Uniform Residential Mortgage Loan Application;
2. Pre-approval letter from a bank or lending institution;
3. Signed tax returns and W2 Forms for the previous three (3) years;
4. Completed Westborough Housing Partnership Lottery Application with all required documentation; and
5. Signed Deed Rider.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant

\_\_\_\_\_  
Date

## **INFORMATION PACKET**

### **AFFORDABLE HOUSING RESALE LOTTERY**

**11 INDIAN POND ROAD  
WESTBOROUGH, MASSACHUSETTS**

This packet contains specific information on the background, eligibility requirements, selection priority categories, application process and the affordable housing program that is part of the – Indian Pond Development. You are invited to read this information and submit an application if you think that you meet the eligibility requirements. This lottery is the first step in the application process and does not assure you a unit. If you are selected in the lottery, you must then apply and secure approval for a mortgage from a bank for a mortgage that meets the following criteria:

The loan has a fixed rate for 30 years. The rate must be fixed through the full term of the mortgage.

The loan has a current fair market interest rate of no more than 2 percentage points above the current MassHousing Rate (see [www.masshousing.com](http://www.masshousing.com)).

The buyer may pay a number of points no greater than the prevailing industry standard (approximately 2 points).

Minimum 3.0% down payment, 1.5% from applicant's own funds

## BACKGROUND

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(Information Sheet A)

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The Town of Westborough is working to provide this affordable housing opportunity through the LIP (Local Initiative Program). The home at 11 Indian Pond Drive, Westborough, Massachusetts will be sold to a first-time homebuyer with income at or below 80% of the area median income. The price of this home is \$184,308.00

The affordable home will have a "Deed Restriction" that will be recorded with the mortgage at the time of purchase. This deed restriction limits the amount that the home can be resold for or refinanced for and requires it be resold to another affordable buyer. The deed restriction insures that the home stays affordable for perpetuity.

Since it is anticipated that there will be many interested and eligible applicants, the Town will be sponsoring an application process and lottery to rank the eligible applicants for the program. The application and lottery process as well as the eligibility requirements, are described in Information Sheets B-D. Applications must be received on or before September 9, 2008 to be considered. Applications must be mailed to:

Westborough Housing Partnership  
c/o Gary P. Sanginario, P.C.  
Attorney At Law  
95A Turnpike Road  
Westborough, MA 01581

## ELIGIBILITY REQUIREMENTS

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### (Information Sheet B)

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**Q: Who is eligible to apply for the affordable units?**

A: First-time home buyers whose income and assets meet LIP guidelines.

**Q: Who is a “first-time home buyer”?**

A: A person is a “first –time home buyer” if no person in his or her household has, within the preceding three years, either owned the home they lived in or owned an interest with one or more other people, such as through joint ownership. First-time homebuyers are eligible to apply to purchase an affordable unit in Westborough if their household’s income and assets meet program requirements. Any individual who is a displaced homemaker may be considered a first-time homebuyer on the basis that the individual, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. Applicants who are age 62 or over may also be considered first-time homebuyers as long as they qualify under the income and asset limits. First priority will be given to households equal in size to the number of bedrooms plus one, or greater.

**Q: What are the eligibility requirements?**

A. To be eligible to purchase an affordable home annual income must be within a particular range, set by maximum and minimum income levels as follows:

**Maximum Income**

To be eligible to apply for purchasing an affordable house, the combined annual income for all income sources of all income-earning members in the household must be at or below eighty percent (80%) of median income for the local area. Income in most cases is defined as gross taxable income as reported to the IRS. The maximum income allowed for this program is:

<u>Household Size</u>	<u>Income Limit</u>
1	\$43,050
2	\$49,200
3	\$55,350
4	\$61,500
5	\$66,400
6	\$71,350

### **Minimum Income**

To qualify for a mortgage loan to purchase this home, there will be minimum income limits to be determined by the lender. Normally, the bank will use a "Housing Debt Ratio" of housing expense to include principal, interest, mortgage insurance, real estate taxes, and homeowner's insurance at 33% and a "Total Debt Ratio" including housing and all other debts of 38%. The precise minimum income requirements will vary for each applicant according to the terms of the loan, the amount of down payment, the interest rate, and other factors.

### **Asset Limits**

Household asset limits shall not exceed **\$75,000** in value. Assets include cash value of stocks, real property, savings, bonds, and capital investments. The value of personal property such as furniture and automobiles shall be excluded.

**Q: What if there are more eligible applicants than units available?**

A: If there are more applicants than units, as is likely, a lottery drawing will be held. The lottery process will reflect certain LIP requirements regarding preference for larger households.

## SELECTION PRIORITY

(Information Sheet C)

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**Q: How will applicants for the affordable units be selected?**

A: Households submitting a complete preliminary application prior to the deadline will be pre-qualified for the lottery to verify that they are first-time homebuyers, meet income and asset limits, and are able to secure a loan meeting LIP requirements. If determined eligible, they will be entered into a lottery for the affordable unit. Late applications will not be considered for the lottery.

**Q: Will there be Local Preference for the unit? No**

The Local Preference criteria are: Having a Westborough connection meaning you:

1. Live or formerly lived in Westborough; or
2. Work in Westborough.

**Q: How will the home be awarded?**

A. Upon determining that a household is eligible, the Westborough Housing Partnership will enter the household in a lottery to be drawn on September 25, 2008.

Names will be drawn at random and awarded according to the order of drawing.

**Please note:** Not all mortgage companies and banks can issue mortgage commitments for these units because of the Deed Rider restrictions. Lenders must be able to provide financing for LIP projects, providing buyers meet their lending requirements. The following is a list of some mortgage lenders that are willing to accept applications for this program:

1. Wells Fargo;
2. Citizens Bank;
3. Bank of America; and
4. Avidia Bank.

## APPLICATION PROCESS AND SCHEDULE

(Information Sheet D)

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**Q: What is the schedule for applications and the selection of buyers for the project?**

**Informational Meeting(s):** A Public Workshop will take place at 45 West Main Street, Room 24, Westborough at the Forbes Municipal Building, Thursday, September 4, 2008 at 7:30 p.m. to answer questions about the eligibility requirements, priorities for selection, and the lottery process.

**Application Deadline:** September 9, 2008

**ALL APPLICATIONS SHOULD BE SUBMITTED TO:**

Westborough Housing Partnership  
c/o Gary P. Sanginario  
95A Turnpike Road  
Westborough, MA 01581

**Lottery Date/Place:** September 25, 2008 7:30 p.m.  
Forbes Municipal Building Auditorium  
45 West Main Street,  
Westborough, MA 01581

You do not have to be present to be awarded a unit.

**All lottery applicants will be notified in writing of their status by:** September 30, 2008

The Buyer will be required to sign a Purchase and Sale Agreement for the affordable home on or before October 9, 2008 or the applicant will be moved to the end of the list.

WESTBOROUGH HOUSING PARTNERSHIP

## LOTTERY APPLICATION

Name \_\_\_\_\_ Home Tel. # \_\_\_\_\_  
Address \_\_\_\_\_ Work Tel. # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Social Security # \_\_\_\_\_ Number in Household \_\_\_\_\_

### HOUSEHOLD MEMBERS:

Please list **ALL** household members who will occupy the affordable home:

Name	Date of Birth	Sex	SS#	Relationship
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Do you or a member of the household currently reside in the town of Westborough  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please give your current address \_\_\_\_\_

Proof of residency will be provided by the current Census listing.

Are you or a member of the household either publicly or privately employed  
within the Town of Westborough?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please list job title and name of employer \_\_\_\_\_

Verification must be provided.



Have you owed a home or joint interest in a home in the past three years?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please explain \_\_\_\_\_  
\_\_\_\_\_

## MINORITY PREFERENCE:

This is an optional section that you may complete to assist in meeting Affirmative Marketing Guidelines:

	Applicant	Co-Applicant	Dependent
Black/African American	_____	_____	_____
Hispanic	_____	_____	_____
Cape Verdean	_____	_____	_____
Asian/Pacific Islander	_____	_____	_____
Eskimo/Aleut	_____	_____	_____
Native American	_____	_____	_____
White/Non-Minority	_____	_____	_____

## EMPLOYMENT STATUS

Applicant's Name \_\_\_\_\_  
Occupation \_\_\_\_\_  
Name & Tel. # of Present Employer \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name & Title of Supervisor \_\_\_\_\_  
Annual Gross Salary \_\_\_\_\_

Co-Applicant's Name \_\_\_\_\_  
Occupation \_\_\_\_\_  
Name & Tel. # of Present Employer \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name & Title of Supervisor \_\_\_\_\_  
Annual Gross Salary \_\_\_\_\_

If other household members over 18 years of age are employed, please attach a separate sheet with their current employment information.

## INCOME INFORMATION:

Please complete the following information for all persons receiving income in the household for the past twelve months. Please attach the following documentation:

- five most recent pay stubs
- social security documentation
- pension documentation
- entire tax returns and W-2s for the last three years
- 3 months recent bank statements, 401K reports and asset information

	Applicant	Co- Applicant	Other
Salary	_____	_____	_____
Interest & Dividends	_____	_____	_____
Veteran's Benefits	_____	_____	_____
Alimony/Child Support	_____	_____	_____
Social Security	_____	_____	_____
Pension	_____	_____	_____
Unemployment	_____	_____	_____
Other Income	_____	_____	_____
Total Income	_____	_____	_____

## ASSETS:

Name on Account \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Address \_\_\_\_\_  
Savings \_\_\_\_\_  
Checking \_\_\_\_\_  
Other \_\_\_\_\_

Name on Account \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Address \_\_\_\_\_  
Savings \_\_\_\_\_  
Checking \_\_\_\_\_  
Other \_\_\_\_\_

Name on Account \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Address \_\_\_\_\_  
Savings \_\_\_\_\_  
Checking \_\_\_\_\_

Other \_\_\_\_\_

Securities Value \_\_\_\_\_

Real Estate Location & Value \_\_\_\_\_

Other Assets of Value \_\_\_\_\_

Amount available for down payment: \_\_\_\_\_

Is any of this a gift? \_\_\_\_\_ If yes, how much? \_\_\_\_\_

### DEBTS:

Type	Monthly Payment	Date Debt Expires
Car Loan	_____	_____
Education Loan	_____	_____
Credit Card	_____	_____
Credit Card	_____	_____
Credit Card	_____	_____
Other Loans	_____	_____
Other Loans	_____	_____
Other Loans	_____	_____

### DECLARATIONS:

If you answer "yes" to any of the following questions, please use the back page for explanation.

	Borrower	Co-Borrower
1. Are there any outstanding judgements against you?	_____	_____
2. Have you been declared bankrupt within the past 7 years?	_____	_____
3. Have you had property foreclosed upon or given Title or deed in lieu thereof in the last 7 years?	_____	_____
4. Are you a party to a lawsuit?	_____	_____
5. Have you directly or indirectly been obligated which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?	_____	_____

This would include such loans as home mortgage loans, SBA home loans, improvement loans, educational loans, manufactured home loans, any mortgage, financial obligation, bank, or loan guarantee. If "yes" provide details, including date, name, and address of Lender, FHA or VA case number (if any) and reasons for action.

6. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial Obligation, bond, or loan guarantee? If "yes" give details as described in previous question. \_\_\_\_\_
7. Are you obligated to pay alimony or child support? \_\_\_\_\_
8. Is any part of the down payment borrowed? \_\_\_\_\_
9. Are you a co-maker or endorser on a note? \_\_\_\_\_
10. Are you a U.S. Citizen? \_\_\_\_\_
11. Are you a permanent resident alien? \_\_\_\_\_
12. Do you intend to occupy this property as your Primary residence? \_\_\_\_\_
13. Have you had an ownership interest in a property In the last three years? \_\_\_\_\_
- a) What type of property did you own – principal residency, second home, investment property? \_\_\_\_\_
- b) How did you hold title to this home – solely by yourself, solely with a spouse, jointly with another person? \_\_\_\_\_

***The undersigned warrants and presents that all statements herein are true and accurate. By signing below, I give consent to Town of Westborough to verify information contained in this application.***

***Signature of Applicant*** \_\_\_\_\_ ***Date*** \_\_\_\_\_

***Signature of Co-Applicant*** \_\_\_\_\_ ***Date*** \_\_\_\_\_

PLEASE CHECK THE FOLLOWING ITEMS THAT APPLY TO YOU:

- \_\_\_\_\_ I/We certify that our household is \_\_\_\_\_ persons.
- \_\_\_\_\_ I/We certify that we qualify as first-time home buyers as defined in the Lottery Information Packet.
- \_\_\_\_\_ I/We certify that at least one member of the household qualifies under the Local Resident preference category as defined herein, if applicable.
- \_\_\_\_\_ I/We certify that our household income does not exceed the income limits provided in the Lottery Information Packet.
- \_\_\_\_\_ I/We certify that our household is able to provide the minimum down payment required for the first-time home buyer program.
- \_\_\_\_\_ I/We certify that the information in this application and in support of this application is true and correct to the best of my/our knowledge and belief. I/We understand that perjury will result in disqualification from further consideration.

Your signature(s) below gives consent to the Town of Westborough to verify information provided in this application. No applications will be considered complete unless signed and dated by the Applicant/Co-Applicant.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

**ALL APPLICATIONS MUST BE SUBMITTED TO**

Gary P. Sanginario **BY** September 9, 2008  
95 A Turnpike Road  
Westborough, MA 01581

TO BE ENTERED IN THE LOTTERY.

LOCAL INITIATIVE PROGRAM

DEED RIDER  
For  
Ownership Project

(annexed to and made part of that certain deed (the "Deed")  
from John E. Pigaga, III and Courtney M. Pigaga ("Grantor")  
("Grantee")

dated \_\_\_\_\_, 2008

WITNESSETH

WHEREAS, pursuant to M.G. L. c. 40B, §§20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April, 1989, regulations have been promulgated at 760 CMR 45.00 et seq. (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Executive Office of Communities and Development of the Commonwealth of Massachusetts, an executive office duly organized and existing pursuant to Chapter 6A of the General Laws, acting by and through its Department of Community Affairs pursuant to Chapter 23B of the General Laws ("EOCD") administers the LIP Program on behalf of the Commonwealth;

WHEREAS, it is the purpose of the LIP Program to give cities and towns greater flexibility in their efforts to provide affordable housing to households having low and moderate incomes.

WHEREAS, the City/Town of Westborough (the "Municipality") acting by and through its Chief Elected Official (as that term is defined in the Regulations) has elected to participate in the LIP Program;

WHEREAS, EOCD has determined that the rights and restrictions granted herein to EOCD and to the Municipality serve the public's interest in the creation and retention of affordable housing for persons and families 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;

WHEREAS, pursuant to the LIP Program, eligible purchasers such as the Grantee are given the opportunity to purchase certain property at a discount of the property's appraised fair market value if the purchaser agrees to convey the property on resale to an eligible purchaser located by the Municipality or EOCD, to the Municipality, or to EOCD for a "Maximum Resale Price" equal to the appraised fair market value of the property at the time of

resale, as determined by EOCD, multiplied by the applicable Discount Rate (as hereinafter defined), or, if there is no eligible purchaser to purchase the property at the Maximum Resale Price, then for a lesser amount equal to or greater than the purchase price plus costs of capital improvements and marketing expenses;

WHEREAS, the Grantor and the Grantee are participating in the LIP Program, and in accordance with the LIP Program the Grantor is conveying that certain real property more particularly described in the Deed ("Property") to the Grantee at a consideration which is less than the appraised value of the Property; and

WHEREAS, a Discount Rate equal to  $47.38\%$  of the appraised fair market value of the Property (the "Discount Rate") as determined by EOCD is hereby assigned to the Property, and such Discount Rate shall be used in determining the Maximum Resale Price of the Property (UPON ITS DETERMINATION OF THE DISCOUNT RATE FOR THE PROPERTY, EOCD WILL ISSUE TO THE GRANTEE A CERTIFICATE IN RECORDABLE FORM (THE "DISCOUNT RATE CERTIFICATE") WHICH STATES THE APPROVED DISCOUNT RATE FOR THE PROPERTY AND WHICH SHALL BE RECORDED WITH THE FIRST DEED OF THE PROPERTY.);

NOW THEREFORE, as further consideration from the Grantee to the Grantor, EOCD and the Municipality for the conveyance of the Property at a discount in accordance with the LIP Program, the Grantee, his heirs, successors and assigns, hereby agrees that the Property shall be subject to the following rights and restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Grantor's assignees and designees, the Secretary of the Executive Office of Communities and Development, or its successors, assigns, agents and designees ("Secretary") and the Municipality, acting by and through its Chief Elected Official.

1. Right of First Refusal: (a) When the Grantee or any successor in title to the Grantee shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Grantee shall notify the Secretary and the Municipality in writing of the Grantee's intention to so convey the property ("Notice"). The Notice shall contain an appraisal of the fair market value of the Property acceptable to the Secretary and the Municipality prepared by a real estate appraiser acceptable to the Secretary and the Municipality and qualified to appraise property for secondary mortgage markets and recognized as utilizing acceptable professional appraisal standards in Massachusetts, and the Notice shall set forth the Discount Rate and the Maximum Resale Price of the Property. Within thirty (30) days of the giving of the Notice by the Grantee, the Municipality shall notify the Grantee in writing (with a copy to the Secretary) as to whether the Municipality is proceeding to locate an eligible

purchaser of the Property or the Municipality shall exercise its right of first refusal to purchase the Property (the Municipality's Notice.) If the Municipality's Notice states that the Municipality is not proceeding to locate an eligible purchaser and that the Municipality shall not exercise its right of first refusal to purchase the Property, or if the Municipality fails to give the Municipality's Notice within said thirty (30) days then, and only under such circumstances, the Secretary may, at any time from the thirty first (31st) day after the giving of the Notice to and including the fortieth (40th) day after the giving of the Notice, notify the Grantee in writing (with a copy to the Municipality) as to whether the Secretary is proceeding to locate an eligible purchaser of the Property or whether the Secretary shall exercise its right of first refusal, to purchase the Property (the Secretary's Notice".) For the purpose of this Deed Rider, an "eligible purchaser" shall mean a purchaser who satisfies the criteria set forth in the LIP Program guidelines in effect at the time the Municipality or the Secretary locates such purchaser, and who, if located by the Municipality, is ready and willing to purchase the Property within ninety (90) days after the Grantee gives the Notice, or who, if located by the Secretary, is ready and willing to purchase the Property between ninety (90) days and one hundred five (105) days after the Grantee gives the Notice.

(b) In the event that (i) the Municipality's Notice states that the Municipality does not intend to proceed to locate an eligible purchaser and that the Municipality does not intend to exercise its right of first refusal to purchase the Property, or the Municipality fails to give the Municipality's Notice within the time period specified above and (ii) the Secretary's Notice states that the Secretary does not intend to proceed to locate an eligible purchaser and that the Secretary does not intend to exercise its right of first refusal to purchase the Property, or the Secretary fails to give the Secretary's Notice within the time period specified above, the Grantee may convey the Property to any third party free of all restrictions set forth herein, provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Municipality. Upon receipt of this excess amount, if any, the Municipality, acting by and through its Chief Elected Official, and the Secretary or the Secretary's designee shall issue to the third party a certificate in recordable form (the "Compliance Certificate") indicating the Municipality's receipt of the excess amount, if applicable, or indicating that no excess amount is payable, and stating that the Municipality and the Secretary have each elected not to exercise its right of first refusal hereunder and that all rights, restrictions, agreements and covenants set forth in this Deed Rider shall be henceforth null and void. This Compliance Certificate is to be recorded in the appropriate Registry of Deeds or regis-



tered with the appropriate Registry District of the Land Court and such Compliance Certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that such excess amount, if any, has been paid to the Municipality, or that no excess amount is payable, and that the rights, restrictions, agreements and covenants set forth herein are null and void.

(c) In the event the Municipality, within said thirty (30) day period, notifies the Grantee that the Municipality is proceeding to locate an eligible purchaser or that the Municipality shall exercise the Municipality's right of first refusal to purchase the Property, the Municipality may locate an eligible purchaser, who shall purchase the Property at the Maximum Resale Price subject to Deed Rider satisfactory in form and substance to EOCD, within ninety (90) days of the date that the Notice is given or the Municipality may purchase the Property itself at the Maximum Resale Price within ninety (90) days of the date that the Notice is given. If the Municipality shall fail to locate an eligible purchaser who purchases the Property within ninety (90) days of the date that the Notice is given, and if the Municipality fails to purchase the Property itself within said period, then, and only in such circumstances the Secretary, without any additional notice to the Grantee, may between ninety one (91) days of the date that the Notice is given and one hundred five (105) days of the date that the Notice is given, purchase the Property itself at the Maximum Resale Price, or locate an eligible purchaser, who shall between ninety one (91) days and one hundred five (105) days of the date that the Notice is given purchase the Property at the Maximum Resale Price, subject to a Deed Rider satisfactory in form and substance to EOCD. If more than one eligible purchaser is located by the Municipality, the Municipality shall conduct a lottery or other like procedure approved by EOCD to determine which eligible purchaser shall be entitled to the conveyance of the Property. If more than one eligible purchaser is located by the Secretary, the Secretary shall conduct a lottery or other like procedure in the Secretary's sole discretion to determine which eligible purchaser shall be entitled to the conveyance of the Property.

(d) If an eligible purchaser is selected to purchase the Property, or if the Municipality or the Secretary elects to purchase the Property, the Property shall be conveyed by the Grantee to such eligible purchaser or to the Municipality or the Secretary as the case may be, 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 Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions,

covenants and agreements of record specified in the Deed from the Grantor to Grantee, (v) a Regulatory Agreement among EOCD, the Municipality and Christopher Christopher, Trustee of Indian Pond Realty Trust [the Project Sponsor] dated July 30, 1996 and recorded with the Worcester District Registry of Deeds in Book 18259, Page 45, (the "Regulatory Agreement") or any successor regulatory agreement entered into between EOCD and the Municipality pursuant to the provisions of Section 16 of the Regulatory Agreement, (vi) such additional easements, restrictions, covenants and agreements of record as the Municipality and the Secretary consent to, such consent not to be unreasonably withheld or delayed, and (vii) in the event that the Property is conveyed to an eligible purchaser, a Deed Rider satisfactory in form and substance to EOCD which the Grantee hereby agrees to annex to said deed.

(e) Said deed shall be delivered and the purchase price paid (the "Closing") at the Registry of Deeds in the County where the Property is located, or at the option of the eligible purchaser (or the Municipality or the Secretary, as the case may be, if the Municipality or the Secretary is purchasing the Property), exercised by written notice to the Grantee at least five (5) days prior to the delivery of the deed, at such other place as the eligible purchaser (or the Municipality or the Secretary, as the case may be, if the Municipality or the Secretary is purchasing the Property) 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 eligible purchaser (or the Municipality or the Secretary is purchasing the Property) to the Grantee, which date shall be the least five (5) days after the date on which such notice is given, and if the eligible purchaser is located by the Municipality, or if the Municipality is purchasing the Property no later than ninety (90) days after the Notice is given by the Grantee, or if the eligible purchaser is located by the Secretary, or if the Secretary is purchasing the Property, no earlier than ninety one days (91) days after the Notice is given by the Grantee and no later than one hundred five (105) days after the Notice is given by the Grantee.

(f) To enable Grantee to make conveyance as herein provided, Grantee may if he 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 so procured to be recorded simultaneously with the delivery of said deed.

(g) 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 eligible purchaser or by the Municipality or the Secretary.

(h) 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 hereof, reasonable wear and tear only excepted.

(i) If Grantee shall be unable to give title or to make conveyance as above stipulated, or if any change of condition in the Property not included in the above exception shall occur, then Grantee 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 hereby provided for. The Grantee 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 Grantee that such defect has been cured or that the Property has been so restored. The eligible purchaser (or the Municipality or the Secretary, as the case may be, if the Municipality or the Secretary is purchasing the Property) shall have the election, at either the original or any extended time for performance, to accept such title as the Grantee can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which case the Grantee 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 Grantee shall, unless the Grantee has previously restored the Property to its former condition, either:

- (i) pay over or assign to the eligible purchaser or the Municipality or the Secretary as the case may be, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonable expended by the Grantee for the partial restoration, or
- (ii) 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 eligible purchaser or to the Municipality or the Secretary, as the case may be, 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 reasonable expended by the Grantee for any partial restoration.

(j) If the Municipality fails to locate an eligible purchaser who purchases the Property within ninety (90) days after the

Notice is given, and the Municipality does not purchase the Property during said period, and the Secretary fails to locate an eligible purchaser who purchases the Property between ninety one (91) days and one hundred five (105) days after the Notice is given, and the Secretary does not purchase the Property within said period, then following expiration of one hundred five (105) days after the Notice is given by Grantee, the Grantee may convey the Property to any third party free and clear of all rights and restrictions contained herein, including, but not limited to the Maximum Resale Price, provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Municipality. Upon receipt of this excess amount, if any, the Municipality and the Secretary shall issue to the third party a Compliance Certificate in recordable form indicating the Municipality's receipt of the excess amount, if any, and indicating that the Municipality and the Secretary have each elected not to exercise its right to locate an eligible purchaser and its right of first refusal hereunder and that all rights, restrictions, agreements and covenants contained herein are henceforth null and void. This Compliance Certificate is to be recorded in the appropriate Registry of Deeds or registered with the appropriate Registry District of the Land Court and such Compliance Certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that such excess amount, if any, has been paid to the Municipality and that the rights, restrictions, agreements and covenants set forth herein are null and void.

2. Resale and Transfer Restrictions: Except as otherwise stated herein, the Property or any interest, therein shall not at any time be sold by the Grantee, the Grantee's successors and assigns, and no attempted sale shall be valid, unless:

(a) the aggregate value of all consideration and payments of every kind given or paid by the eligible purchaser (as located and defined in accordance with Section 1 above) or the Municipality or the Secretary, as the case may be, to the then owner 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 (i) if the Property is conveyed to an eligible purchaser, unless a certificate (the "Eligible Purchaser Certificate") is obtained and recorded, signed and acknowledged by the Secretary or the Secretary's designee and the Municipality acting by and through its Chief Elected Official which Eligible Purchaser Certificate refers to the Property, the Grantee, the eligible purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the eligible purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this

Deed Rider, and unless there is also recorded a new Deed Rider executed by the eligible purchaser which new Deed Rider the Eligible Purchaser Certificate certifies is satisfactory in form and substance to EOCB and the Municipality; (ii) if the Property is conveyed to the Municipality unless a Certificate (the "Municipal Purchaser Certificate") is obtained and recorded, signed and acknowledged by the Secretary or the Secretary's designee and by the Municipality, acting by and through its Chief Elected Official, which Municipal Purchaser Certificate refers to the Property, the Grantee, the Municipality, and the Maximum Resale Price for the Property and states that the proposed conveyance, sale or transfer of the Property to the Municipality is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider; or

(b) pursuant to Sections 1(b) or 1(f), any amount in excess of the Maximum Resale Price which is paid to the Grantee by a purchaser who is permitted to buy the Property pursuant to Sections 1(b) or 1(f), is paid by the Grantee to the Municipality, and the Secretary or the Secretary's designee and the Municipality acting by and through its Chief Elected Official execute and deliver a Compliance Certificate as described in Section 1(b) or 1(f) for recording with the appropriate registry of deeds or registry district.

(c) 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 or an Eligible Purchaser Certificate or a Municipal Purchaser Certificate referring to the Property as conclusive evidence of the matters stated therein and may record such Certificate in connection with conveyance of the Property, provided, in the case of an Eligible Purchaser Certificate and a Municipal Purchaser Certificate the consideration recited in the deed or other instrument conveying the Property upon such resale shall not be greater than the consideration stated in the Eligible Purchaser Certificate or the Municipal Purchaser Certificate as the case may be. If the Property is conveyed to the Secretary, the acceptance by the Secretary of a deed of the Property from the Grantee and the recording of such deed shall be deemed conclusive evidence that all rights, restrictions, covenants and agreements set forth in this Deed Rider have been complied with and no certificate to that effect shall be necessary to establish the validity of such conveyance. If the Property is conveyed to the Municipality, any future sale of the Property by the Municipality shall be subject to the provisions of Section 4 of the Regulatory Agreement.

(d) Within ten (10) days of the closing of the conveyance of the Property from Grantor to Grantee, the Grantee shall deliver to the Municipality and to the Secretary a true and certified copy of the Deed of the Property, together with information as to

the place of recording thereof in the public records. Failure of the Grantee, or Grantee's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance.

(e) Notwithstanding anything to the contrary contained in this Deed Rider, the Maximum Resale Price shall not be less than the purchase price which the Grantee paid for the Property plus the costs of capital improvements and marketing expenses.

(f) The Grantee understands and agrees that nothing in this Deed Rider or the Regulatory Agreement in any way constitutes a promise or guarantee by EOCD or the Municipality that the Grantee shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

3. Restrictions Against Leasing and Junior Encumbrances:

The Property shall not be leased, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Secretary and the Municipality, provided, however, that this provision shall not apply to a first mortgage granted in connection with this conveyance. Any rents, profits, or proceeds from any transaction described in the last preceding sentence which transaction has not received the prior written consent of the Secretary and the Municipality shall be paid to and be the property of the Municipality. In the event that the Secretary and the Municipality in the exercise of their absolute discretion consent 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 carrying costs of the Property as determined by EOCD and the Municipality in their sole discretion shall be paid to and be the property of the Municipality.

4. Rights of Mortgagees: (a) Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if the holder of record (other than the Grantor or any person related to the Grantor by blood, adoption, or marriage, or any entity in which the Grantor has a financial interest) of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or its successors or assigns (other than the Grantor, or any person related to the Grantor by blood, adoption or marriage, or any entity in which the Grantor has a financial interest) shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, and provided that the holder of such mortgage has given EOCD and the

Municipality not less than (60) days prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure, the rights and restrictions contained herein shall not apply to such holder upon such acquisition of the Property, any purchaser (other than the Grantor or any person related to the Grantor by blood, adoption or marriage, or any entity in which the Grantor has a financial interest) of the Property at a foreclosure sale conducted by such holder, or any purchaser (other than the Grantor or any person related to the Grantor by blood, adoption or marriage, or any entity in which the Grantor has a financial interest) of the Property from such holder, and such Property shall thereupon and thereafter be free from all such rights and restrictions.

(b) In the event such holder, conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the greater of (i) the sum of the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all reasonable costs and expenses which the holder is entitled to recover pursuant to the terms of the mortgage and (ii) the Maximum Resale Price applicable on the date of the sale, such excess shall be paid to the Municipality in consideration of the loss of the value and benefit of the rights and restrictions herein contained held by the Secretary and the Municipality and released by the Secretary and the Municipality pursuant to this section in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Municipality by such holder, the Municipality shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Municipality in accordance herewith, provided that such holder shall give the Municipality prompt notice of any such claim and shall not object to intervention by the Municipality in any proceeding relating thereto.) In order to determine the Maximum Resale Price of the Property at the time of foreclosure or other proceeding, the Municipality or EOCB may, at its own expense, obtain an appraisal of the fair market value of the Property satisfactory to such holder. The Maximum Resale Price shall be equal to the appraised fair market value so obtained, multiplied by the Discount Rate assigned to the Property. If the holder disagrees with such appraised value, the holder may obtain a second appraisal, at the holder's expense and the Maximum Resale Price shall be equal to the average of the two appraisal amounts multiplied by the Discount Rate. To the extent the Grantee 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 Grantee hereby assigns its interest in such amount to said holder for payment to the Municipality.

5. Covenants to Run With the Property: (a) The Grantor and the Grantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant and assign to the Municipality, the Municipality's agents, successors, designees and assigns and to the Secretary, the Secretary's agents, successors, designees and assigns the right of first refusal to purchase the Property as set forth herein, and the right to enforce the rights and restrictions, covenants and agreements set forth in this Deed Rider. The Grantor and the Grantee hereby grant to the Municipality and to the Secretary the right to enter upon the Property for the purpose of enforcing any and all of the restrictions, covenants and agreements herein contained, and to enforce the Municipality's and the Secretary's rights of first refusal to purchase the Property and the rights of the Municipality and the Secretary to designate a purchaser of the Property as set forth herein, and of taking all actions with respect to the Property which the Municipality or the Secretary may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the restrictions, covenants and agreements and to enforce the Municipality's and the Secretary's rights of first refusal to purchase the Property and the rights of the Municipality and the Secretary to designate a purchaser of the Property set forth herein. The rights hereby granted to the Municipality and the Secretary shall be in addition to and not in limitation of any other rights and remedies available to the Grantor or the Municipality or the Secretary for enforcement of the restrictions, rights, covenants and agreements set forth in this Deed Rider. It is intended and agreed that all of the agreements, covenants, rights and restrictions set forth above shall be deemed to be covenants running with the Property and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Property, for the benefit of and enforceable by the Municipality, the Municipality's agents, successors, designees and assigns and the Secretary, the Secretary's agents, successors, designees and assigns for a period which is the shortest of (i) fifty years from the creation of the restriction, or (ii) upon the recording of a Compliance Certificate or (iii) upon the recording of an Eligible Purchaser Certificate and a new Deed Rider executed by the eligible purchaser referenced in the Eligible Purchaser Certificate, which new Deed Rider the Eligible Purchaser Certificate certifies is in form and substance satisfactory to BOCD and the Municipality or (iv) upon the conveyance of the Property to the Municipality and the recording of a Municipal Purchaser Certificate as set forth herein or (v) upon the conveyance of the Property to the Secretary in accordance with the terms hereof.

(b) This Deed Rider and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be an



affordable housing restriction as that term is defined in M.G.L. c. 184, § 31 and as that term is used in M.G.L. c. 184, §§ 26, 31, 32, and 33.

(c) The Grantee intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Deed Rider and the covenants, agreements, rights and restrictions contained herein shall be and are covenants running with the land, encumbering the Property for the term of this Deed Rider, and are binding upon the Grantee's successors in title, (ii) are not merely personal covenants of the Grantee, and (iii) shall bind the Grantee, its successors and assigns and enure to the benefit of the Municipality and the Secretary and their successors and assigns for the term of the Deed Rider. Grantee hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privileges of estate are also deemed to be satisfied in full.

(d) Without limitation on any other rights or remedies of the Grantor, the Municipality, and the Secretary, their agents, successors, designees and assigns, any sale or other transfer or conveyance of the Property in violation of the provisions of this Deed Rider, shall, to the maximum extent permitted by law, be voidable by the Municipality, the Municipality's agents, successors, designees and assigns or by the Secretary, the Secretary's agents, successors, designees or assigns by suit in equity to enforce such rights, restrictions, covenants, and agreements.

6. Notice: Any notices, demands or requests that may be given under this Deed Rider 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 parties hereto at the addresses set forth below, or such other addresses as may be specified by any party by such notice.

Municipality:

Board of Selectmen  
Town of Westborough  
West Main Street  
Westboro, MA 01581

EOCD:

Executive Office of Communities and Development  
Att'n: LIP Director  
100 Cambridge Street, Room 1804  
Boston, MA 02202

Grantor: Christopher Christopher and John D. Mullen, Trustees of Indian Pond Realty Trust dated December 4, 1995 and recorded with Worcester District Registry of Deeds in Book 17525, Page 115

Grantee:

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

7. Further Assurances: The Grantee agrees from time to time, as may be reasonably required by the Municipality or the Secretary, to furnish the Municipality and the Secretary 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 all other information pertaining to the Property or the Grantee's eligibility for and conformance with the requirements of the LIP Program.

8. Waiver: Nothing contained herein shall limit the rights of the Secretary to release or waive, from time to time, in whole or in part, any of the rights, restrictions, covenants or agreements contained herein with respect to the Property. Any such release or waiver must be made in writing and must be executed by the Secretary or his/her designee.

9. Severability: If any provisions hereof or the application thereof to any person or circumstance shall come, 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, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Grantor:

By: \_\_\_\_\_  
JOHN E. PIGAGA, III

By: \_\_\_\_\_  
COURTNEY M. PIGAGA

Grantee:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

COMMONWEALTH OF MASSACHUSETTS

County of Worcester, ss \_\_\_\_\_, 2008

Then personally appeared the above-named JOHN E. PIGAGA, III AND COURTNEY M. PIGAGA, Grantors, and acknowledged the foregoing instrument to be their free act and deed before me.

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

COMMONWEALTH OF MASSACHUSETTS

County of Worcester, ss \_\_\_\_\_, 2008

Then personally appeared the above-named \_\_\_\_\_,  
Grantee(s), and acknowledged the foregoing instrument to be his/her/their free act and deed before me.

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

RIDER -1

The Municipality and the Project Sponsor acknowledge that on or around the time of their execution of this Agreement, the Executive Office of Communities and Development/Department of Community Affairs, as referred to hereinabove, was succeeded by the Division of Housing and Community Development (the "Successor Agency") in all respects. Therefore, this Agreement has been executed and delivered by the Successor Agency and every reference herein to EOCD shall be deemed to mean the Successor Agency, or any successor agency thereto.