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BIDDER INFORMATION PACKAGE

ROBBINS BROOK CONDOMINIUMS
HARTLAND WAY
ACTON, MA

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Disclaimer:

The information contained in this package is believed to be accurate but is not guaranteed. It is the sole responsibility of the bidders at this auction to conduct their own due diligence and make their own determinations. Neither the foreclosing lender, the auctioneer, nor counsel to such entities makes any representations or warranties with regard to the subject property.

MEMORANDUM

To: Prospective Bidders

From: Daniel P. McLaughlin & Company, LLC Auctioneers

Re: Foreclosure Auction of the Residences at Robbins Brook, Hartland Way, Preston Way, and Trevor Lane, Acton, Massachusetts.

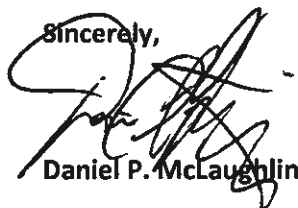
The following pages will provide some detailed information regarding this development opportunity. As a general overview this 10.27 acre property is an approved 54 unit age restricted Townhouse Condominium development consisting of 25 semi-detached buildings, each with its own garage. Based on a conversation with the Town Planner it is believed that 3 of the remaining units (2 Preston Way, 15 Trevor Lane, and 17 Trevor Lane) must be affordable.

Of the 54 units 14 have been previously sold and released from the mortgage that is being foreclosed. The remaining property that is the subject of this auction consists of one completed unit (unit #66 nka 21 Hartland Way), two partially completed units at 10 and 12 Preston Way (units 58 & 59), 7 have only foundations, and the remaining 30 are yet to be constructed. The units are all 2 bedroom, 2 bath, wood-framed Townhouses containing 2,100 square feet.

21 Hartland Way will be offered for sale individually with a required deposit of \$15,000 at the time and place of the sale. The remainder of the property, namely the partially completed units and remaining development rights, will be offered for sale with a required deposit of \$100,000. All deposits must be in the form of Certified of Bank Cashier's Check.

Please be advised that any and all of the information contained in this package is provided for informational purposes only and we make no representations or warranties as to its accuracy. Bidders are encouraged to conduct their own due diligence and make their own determinations.

Sincerely,



Daniel P. McLaughlin

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in two mortgages given by RRV, LLC to Wells Fargo Bank, National Association, said mortgages being dated November 18, 2005 and March 8, 2007, recorded with Middlesex South District Registry of Deeds in Book 46498, Page 435 (the "2005 Mortgage") and Book 49099, Page 160 (the "2007 Mortgage"), respectively, as amended (the "Mortgages"), of which Mortgages the undersigned is the present holder, for breach of the conditions contained in said Mortgages and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 A.M. on the 16th day of March, 2010, upon the mortgaged premises at 900 Main Street, Off 900 Main Street, 908 Main Street, 8 Eastern Road, and 27 Hartland Way (Robbins Brook Condominium), Acton, Massachusetts, all and singular the property described in said Mortgages, to wit:

The Individual Unit:

Unit 66 of The Residences at Robbins Brook, located at 900 Main Street, Off 900 Main Street, 908 Main Street, 8 Eastern Road, and 27 Hartland Way, Acton MA (the "Unit"), together with an undivided percentage interest in the common areas and facilities of said Condominium, as set forth in the Master Deed of the Robbins Brook Condominium dated January 23, 2002, recorded with the Middlesex South District Registry of Deeds in Book 34644, Page 63, as amended of record (the "Master Deed"), and subject to and together with all rights, easements, reservations, restrictions, agreements and provisions contained in the Master Deed, and in the Declaration of Trust of Robbins Brook Condominium Trust, dated January 23, 2002, recorded with the Middlesex South District Registry of Deeds in Book 34644, Page 114, as amended of record; and

The Development Rights:

The rights reserved to the Declarant, including those rights reserved to the "Townhouse Developer" to develop "Town Home Units" on the "Townhouse Land", as defined in the Master Deed, including without limitation, the Twelfth Amendment to Master Deed Designating Additional Land For Further Development, dated March 29, 2005, recorded with the Middlesex South District Registry of Deeds in Book 44911, Page 466, the Thirteenth Amendment to Master Deed, dated April 5, 2005, recorded with said Deeds in Book 44951, Page 103, the Seventeenth Amendment to Master Deed, dated February 8, 2007, recorded with said Deeds in Book 49099, Page 147 and the Eighteenth Amendment to Master Deed, dated February 8, 2007, recorded with said Deeds in Book 49099, Page 150 (hereinafter, the "**Development Rights**"). which rights were assigned to RRV, LLC by an Assignment and Conveyance of Development Rights, dated April 5, 2005, recorded with said Deeds in Book 44951, Page 100.

The Development Rights consist of the right to construct and sell 54 Town Home Units on the Townhouse Land, of which fifteen (15) Units have been built and added to the condominium, including Unit 66, and fourteen (14) have been conveyed, , all as defined as the Master Deed, as amended of record, including, without limitation, by the Twelfth Amendment and the Seventeenth and Eighteenth Amendments to the Master Deed.

The mortgaged premises are described in the 2005 Mortgage as follows:

Exhibit A to Construction Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by RRV, LLC, a Massachusetts limited liability company, with an address at 780 Dedham Street, Canton, Massachusetts 02021, as Mortgagor for the benefit of Wells Fargo Bank, National Association, as Mortgagee, dated as of November 18, 2005.

As described in Section 1.1, the development rights on all the certain real property located in the County of Middlesex, Commonwealth of Massachusetts, described as follows:

900 Main Street, Off 900 Main Street, 908 Main Street, 8 Eastern Road, and 27 Hartland Way (Robbins Brook Condominium), Acton, Middlesex County, Massachusetts

908 Main Street:

That certain parcel of land in Acton, Middlesex County, Massachusetts, being shown as Lot 3 on a plan entitled "Plan of Land in Acton, Massachusetts owned by: The Wickes Corp.", dated January 3, 1977, prepared by R. D. Nelson, Civil Engineers, which Plan is recorded with Middlesex South District Registry of Deeds in Book 13163, Page End, as Plan No. 254 of 1977.

Off 900 Main Street:

That certain parcel of land in Acton, Middlesex County, Massachusetts, being shown as Lot A on a plan entitled "Plan of Land in Acton, Massachusetts owned by: The Wickes Corp.", dated January 3, 1977, prepared by R. D. Nelson, Civil Engineers, which Plan is recorded with Middlesex South District Registry of Deeds in Book 13163, Page End, as Plan No. 254 of 1977.

900 Main Street:

That certain parcel of land in Acton, Middlesex County, Massachusetts, being shown as Lot 2A1 on a plan entitled "Mortgage Plan in Acton, Mass." dated July 24, 2002 by Des Lauriers & Associates, Inc. recorded with Middlesex South District Registry of Deeds as Plan No. 812 of 2002, excepting Parcel A shown on a plan recorded with said Deeds, Book 13163, Page End.

8 Eastern Road:

That certain parcel of land in Acton, Middlesex County, Massachusetts, being shown as **Lots B and C** on a plan entitled "Plan of Land in Acton, Massachusetts (Middlesex County), For: Deck House, Inc.", dated June 19, 2001, prepared by Stamski and McNary, Inc., which Plan is recorded with Middlesex South District Registry of Deeds in Book 33760, Page 375, as Plan No. 1004 of 2001.

27 Hartland Way (Robbins Brook Condominium):

Development Rights of that certain condominium known as the Robbins Brook Condominium, which rights are more particularly described in the Master Deed of the Robbins Brook Condominium, which Master Deed is dated January 23, 2002, and recorded in Book 34644, Page 63, as amended of record.

For title see Deeds recorded with the Middlesex South Registry of Deeds in Book 4495 1, Page 94 and Book 4495 1, Page 97 and Assignment and Conveyance of Development Rights recorded with said Deeds in Book 4495 1, Page 100.

The mortgaged premises are described in the 2007 Mortgage as follows:

Exhibit A to Construction Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by RRV, LLC, a Massachusetts limited liability company, with an address at 780 Dedham Street, Canton, Massachusetts 02021, as Mortgagor for the benefit of Wells Fargo Bank, National Association, as Mortgagee, dated as of March 8, 2007.

That certain real property located in the County of Middlesex, Commonwealth of Massachusetts, described as follows:

906 Main Street, Acton, Massachusetts

The land in North Acton, with the buildings thereon, together being known and numbered as 906 Main Street, Acton, MA, being shown as a parcel of land containing 1.01 acres more or less on a plan entitled "Plan of Land, Acton, Mass., Arthur B. Antonelli", dated April 27, 1956, prepared by Merrill A. Brown, Registered Land Surveyor, and recorded with the Middlesex South District Registry of Deeds in Book 8770, Page 77, being bounded and described as follows:

SOUTHEASTERLY	by two distances as shown on said plan, fifty (50) feet and one hundred sixty-seven (167) feet respectively by Lowell Road;
SOUTHWESTERLY	by Land now or formerly of John F. Canessa, two hundred and 74/100 (200.74) feet;
NORTHWESTERLY	by Land now or formerly of John F. Canessa, two hundred seventeen (217) feet;
NORTHEASTERLY	by Land now or formerly of John F. Canessa, two hundred ten and 48/100 (210.48) feet.

* * * * *

EXCEPTING from the simultaneous foreclosure of the Mortgages those units RELEASED from the coverage of the Mortgages, being units conveyed by deeds recorded at Book 49099, Page 155 (Unit 56); Book 49156, Page 140 (Unit 57); Book 49634, Page 31 (Unit 60); Book 49608, Page 217 (Unit 61); Book 51583, Page 424 (Unit 67); Book 49599, Page 496 and Certificate in

Book 49599, Page 518 (Unit 68); Book 51303, Page 583 (Unit 69); Book 48270, Page 566 (Unit 70); Book 48589, Page 205 (Unit 71); Book 48203, Page 13 (Unit 72); Book 48201, Page 144 (Unit 73); Book 51230, Page 504 (Unit 74); Book 48511, Page 161 (Unit 75); Book 49137, Page 101 (Unit 76).

In the event of any error in the publication of this notice, the description of the premises contained in the Mortgages shall control. Buyers are advised to rely on their own due diligence with respect to the physical condition and future development of the premises generally and the Unit specifically.

The residential condominium Unit known as Unit 66 (the "Individual Unit") will first be offered for sale as a separate unit at public auction. **The auction will take place at or near Unit 66, Robbins Brook Condominium, Acton, MA.**

Immediately after the Individual Unit has been so offered for sale separately, the Development Rights will be offered for sale at public auction, at the same place as stated above.

Immediately after the Development Rights have been so offered for sale, then the Individual Unit will be offered together with the Development Rights for sale at public auction as a single entirety, at the same place as stated above. If the highest bid for the combined premises as a single entirety shall equal or exceed the cumulative total of the highest bids at which the Individual Unit and said Development Rights would be sold at the prior auctions, then the Individual Unit and Development Rights sales shall be voided and any and all deposits paid therefor shall be returned to the highest bidders and the property shall be knocked down to the highest bidder for the entire premises as a single sale. If the highest bid for the combined premises at the single sale shall not equal or exceed the cumulative total of the highest bids for the Individual Unit and the Development Rights, then the single sale high bid shall not be accepted and the Individual Unit and the Development Rights shall be sold individually to the respective highest bidder thereof.

TERMS OF SALE: Said premises will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes and assessments, tax sales, tax titles, other municipal liens and water and sewer liens, and other encumbrances of record having priority over the mortgage described herein, if any there are, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

The high bidder for the Individual Unit will be required to pay at the auction Fifteen Thousand (\$15,000.00) Dollars in bank treasurer's check or certified check as a non-refundable deposit. The high bidder for the Development Rights will be required to pay at the auction One Hundred Thousand (\$100,000.00) Dollars in bank treasurer's check or certified check as a non-refundable deposit. The balance of the purchase price is to be paid in bank treasurer's check or certified check at the law offices of Holland & Knight LLP, 10 St. James Avenue, Boston, MA 02116 within thirty (30) days from the of sale. A foreclosure deed will be provided to the purchaser for recording upon receipt in of the purchase price.

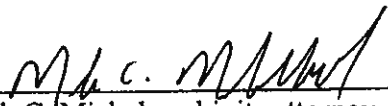
The Buyer shall pay all costs of recording the deed including, without limitation, all state transfer stamp charges. The Buyer shall be required to sign a Memorandum of Sale at the auction sale. No deposit shall be required to be paid by the undersigned holder as a high bidder.

In the event that any successful high bidder at the public auction fails to perform in the time specified to purchase the respective premises, or shall otherwise default in its performance hereunder, the undersigned reserves the right, at its sole election, to substitute itself for such high bidder or to sell the respective premises by foreclosure deed to the next highest bidder for the respective premises at the public auction that delivers to the undersigned the amount of the required deposit within three (3) business days after written notice of the default of the previous highest bidder and executes a Memorandum of Sale providing for performance within thirty (30) days of execution. The commencement of any proceeding under any bankruptcy or insolvency law by or against any such high bidder shall be deemed a default by such bidder hereunder.

The undersigned reserves the right to postpone this sale to a later date by public proclamation at the time and date appointed for sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The undersigned further reserves the right to change the foregoing Terms of Sale by public announcement, written or oral, made before the auction sale, or at the commencement thereof, or at the commencement of any adjourned sale.

Other terms to be announced at the sale.

Wells Fargo Bank, National Association, Present
Holder of Said Mortgage

By: 
Mark C. Michalowski, its attorney
Holland & Knight, LLP
10 St. James Avenue
Boston, MA 02116
Tel. (617) 523-2700

February 11, 2010

24290010260956.2

Fiscal Year 2006			Fiscal Year 2007		
PID	ADDRESS	V	PID	UNIT	ADDRESS
			C5-632	32	11 HARTLAND WAY
			C5-633	33	13 HARTLAND WAY
			C5-634	34	15 HARTLAND WAY
			C5-635	35	1 PRESTON WAY
			C5-636	36	3 PRESTON WAY
			C5-637	37	5 PRESTON WAY
			C5-638	38	7 PRESTON WAY
			C5-639	39	9 PRESTON WAY
			C5-640	40	11 PRESTON WAY
			C5-641	41	15 PRESTON WAY
			C5-642	42	16 TREVOR LANE
			C5-643	43	14 TREVOR LANE
			C5-644	44	12 TREVOR LANE
			C5-645	45	10 TREVOR LANE
			C5-646	46	9 TREVOR LANE
			C5-647	47	11 TREVOR LANE
			C5-648	48	17 TREVOR LANE
			C5-649	49	19 TREVOR LANE
			C5-650	50	17 PRESTON WAY
			C5-651	51	19 PRESTON WAY
			C5-652	52	21 PRESTON WAY
			C5-653	53	22 PRESTON WAY
			C5-654	54	20 PRESTON WAY
			C5-655	55	18 PRESTON WAY
		Sold	C5-656	56	16 PRESTON WAY
		Sold	C5-657	57	14 PRESTON WAY
			C5-658	58	12 PRESTON WAY
			C5-659	59	10 PRESTON WAY
		Sold	C5-660	60	8 PRESTON WAY
		Sold	C5-661	61	6 PRESTON WAY
			C5-662	62	4 PRESTON WAY
			C5-663	63	2 PRESTON WAY
			C5-6-164	64	17 HARTLAND WAY
			C5-6-165	65	19 HARTLAND WAY
			C5-6-166	66	21 HARTLAND WAY
		Sold	C5-6-167	67	23 HARTLAND WAY
		Sold	C5-39-268	68	31 HARTLAND WAY
		Sold	C5-39-269	69	33 HARTLAND WAY
		Sold	C5-39-270	70	41 HARTLAND WAY
		Sold	C5-39-271	71	43 HARTLAND WAY
		Sold	C5-39-272	72	45 HARTLAND WAY
		Sold	C5-39-273	73	47 HARTLAND WAY
		Sold	C5-39-274	74	39 HARTLAND WAY
		Sold	C5-39-275	75	37 HARTLAND WAY
		Sold	C5-39-276	76	35 HARTLAND WAY
			C5-1277	77	7 TREVOR LANE **
			C5-1278	78	5 TREVOR LANE **
			C5-1279	79	3 TREVOR LANE **
			C5-1280	80	1 TREVOR LANE **
			C5-1281	81	8 TREVOR LANE **
			C5-1282	82	6 TREVOR LANE **
			C5-1283	83	4 TREVOR LANE **
			C5-1284	84	2 TREVOR LANE **
			C5-685	85	15 TREVOR LANE **

Broken out for Fiscal Year 2008



MEMORANDUM OF SALE

**Unit 66 AND Development Rights,
The Residences at Robbins Brook
900 Main Street, Off 900 Main Street, 908 Main Street, 8 Eastern Road,
and 27 Hartland Way, Acton, Middlesex County, MA 01720**

This Memorandum of Sale is made this 16th day of March, 2010, by and among WELLS FARGO BANK, NATIONAL ASSOCIATION, having a usual place of business at 101 Federal Street, 28th Floor, Boston, Massachusetts 02110 (the "Seller"), DANIEL P. MCLAUGHLIN & CO., LLC, of 31 New Chardon Street, Boston, Massachusetts 02114 (the "Auctioneer"), and _____, of _____ (the "Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted this day by the Auctioneer on behalf of the Seller as foreclosing mortgagee, in exercise of the Power of Sale contained in two mortgages given by RRV, LLC to Wells Fargo Bank, National Association, said mortgages being dated November 18, 2005 and March 8, 2007, recorded with Middlesex South District Registry of Deeds in Book 46498, Page 435 (the "2005 Mortgage") and Book 49099, Page 160 (the "2007 Mortgage"), respectively, as amended (the "Mortgages"), the Buyer as the highest bidder agrees to purchase the real and personal property described below (the "Property") in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY

The "Property" shall mean:

- (a) Unit 66, The Residences at Robbins Brook Condominium, located at 900 Main Street, Off 900 Main Street, 908 Main Street, 8 Eastern Road, and 27 Hartland Way, Acton, Massachusetts, together with the interest in the common areas and facilities as set forth in the Master Deed of the Robbins Brook Condominium dated January 23, 2002, recorded with the Middlesex South District Registry of Deeds in Book 34644, Page 63, as amended of record (the "Master Deed"), and subject to and together with all rights, easements, reservations, restrictions, agreements and provisions contained in the Master Deed, and in the Declaration of Trust of Robbins Brook Condominium Trust, dated January 23, 2002, recorded with the Middlesex South District Registry of Deeds in Book 34644, Page 114, as amended of record, more particularly described in the Notice of Mortgagee's Sale of Real Estate attached hereto as Appendix A.
- (b) All Rights Reserved to the Declarant, including those rights reserved to the "Townhouse Developer" to develop "Town Home Units" on the "Townhouse Land", as defined in the Master Deed, including without limitation, the Twelfth Amendment to Master Deed Designating Additional Land For Further Development, dated March 29, 2005, recorded with the Middlesex South District Registry of Deeds in Book 44911, Page 466, the

Thirteenth Amendment to Master Deed, dated April 5, 2005, recorded with said Deeds in Book 44951, Page 103, the Seventeenth Amendment to Master Deed, dated February 8, 2007, recorded with said Deeds in Book 49099, Page 147 and the Eighteenth Amendment to Master Deed, dated February 8, 2007, recorded with said Deeds in Book 49099, Page 150 (hereinafter, the "Development Rights"), more particularly described in the Notice of Mortgagee's Sale of Real Estate attached hereto as Appendix A.

- (c) No personal property of any nature is included in the sale except as may be particularly mentioned in writing herein.

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by the usual mortgagee's foreclosure deed under the statutory power of sale.

The property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes, zoning ordinances, rent control and G.L. c. 21E.

The total bid price will be set forth as the consideration in the deed to the Property.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars (\$ _____) of which _____ THOUSAND DOLLARS AND 00/100 (\$____,000.00) has been paid this day in accordance with the terms of the Mortgagee's Notice of Sale, with the balance to be paid by certified check or bank check at the time of delivery of the deed. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyers shall not be adjusted to reflect any interest earned on the deposit.

Neither the Seller nor its attorneys, Holland & Knight LLP, may be held liable for their performance as escrow holders under this agreement. In the event any dispute develops between the Seller and the Purchaser, Holland & Knight LLP, as escrow holder, shall be entitled to deposit in a court of competent jurisdiction any and all sums which it holds in escrow under this agreement and continue to represent the Seller in any dispute between Purchaser and Seller.

5. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of **Holland & Knight LLP, 10 St. James Avenue, Boston, MA 02116** on or before eleven o'clock (11:00 A.M.) on the **15th day of April, 2010**, or such other time and place as may be mutually agreed upon by the Seller and the Buyer (the "Closing").

6. TITLE

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall

cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

7. RISK OF LOSS

The Buyer acknowledges that from and after this date the Buyer shall have the sole risk of loss, and the Seller shall have no responsibility for maintaining insurance on the Property. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, to the extent any such proceeds may be available to the Seller, Buyer paying therefor the full balance of the bid price.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction to be performed or observed by the Seller.

9. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present manner of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller or the Auctioneer, relating to state of title, zoning, rent control, utilities, condition of the premises, or any other subject, which are not set forth or incorporated in this Memorandum.

10. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller in excess of the amount of the deposit, due to the Buyer's default, including the costs and expenses of subsequent sales of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

11. DEED STAMPS AND RECORDING FEES

Buyer shall pay for the excise tax stamps required to be affixed to the foreclosure deed by the law of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees in connection with the transfer of the Property.

12. ADVISORY TERMS

The Buyer is advised of the following possible situations:

- OCCUPANTS**: If, as of this date, there is any occupant on said premises, the Buyer, at this foreclosure sale, if he/she/it wishes to evict any such occupant, must do so at his/her/its own expense.
- HAZARDOUS WASTE**: Without limitation, the Buyer is advised that Massachusetts General Laws, Chapter 21E and the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) provide for the cleanup or removal of released oil or hazardous materials from the environment and that there may or may not be a hazardous waste problem on the premises. The Buyer takes this risk in purchasing this property pursuant to notice given hereunder.
- LEAD PAINT**: Without limitation, the Buyer is advised that Massachusetts General Laws, Chapter 111, §190-199 provides for a program of lead poisoning prevention and control, and further that there is a possibility of a lead paint problem under said law if a child under six years of age becomes a resident of the dwelling being purchased. The Buyer has been provided with notification of said law pursuant to Massachusetts General Laws, Chapter 111, §197A. The Buyer takes this risk in purchasing this property pursuant to notice given hereunder.
- SMOKE / CO DETECTORS**: Without limitation, the Buyer is further advised that Massachusetts General Laws, Chapter 148, §26F requires that smoke / carbon monoxide detectors be installed in all residential structures. The Buyer in purchasing this property at this foreclosure sale agrees that he/she/it will assume all costs relative to the purchase and installation, plus all costs dealing with inspection fees for such smoke / CO detection equipment and Buyer further acknowledges that such equipment shall meet all of the minimum State and/or City or Town requirements.
- CONDOMINIUM FEES**: If the Property is a Condominium, the Buyer will be responsible for any and all condominium common area fees, charges and assessments, if applicable, that accrue or are assessed on and after the date of the auction sale and those common area fees, charges and assessments which may have priority over the mortgage being foreclosed as provided in Massachusetts General Laws, Chapter 183A, §6, as amended.
- FEDERAL TAX LIEN**: The Buyer is advised that in addition to the terms of sale recited above, this sale is subject to the following: By reason of a federal tax lien recorded against this property, the Internal Revenue Service will have the right to purchase the property from the successful bidder for the amount of the bid price. This right to purchase expires 120 days after the date of the foreclosure sale.
- SEPTIC SYSTEM**: The Buyer is advised that, if the Property is served by an on-site septic system, the State Environmental Code requires inspection of on-site septic systems upon transfer of the Property. The Buyer will be responsible for having the system inspected in accordance with Title 5 of the State Environmental Code, 310 CMR 15.301

et seq., and shall be solely responsible for taking any and all actions necessary to ensure compliance of the premises with said Title 5. By executing this agreement, the purchaser acknowledges that he/she will not have the opportunity to have a septic system inspection conducted prior to sale.

13. CONSTRUCTION OF AGREEMENT

This instrument, executed in duplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer, their obligation hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

SELLER: WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

AUCTIONEER: DANIEL P. MCLAUGHLIN & CO., LLC

By: _____

BUYER:

BUYER:

TIME IS OF THE ESSENCE TO THIS AGREEMENT.

DATED: March 16, 2010

RECEIVED of _____ the sum of _____ THOUSAND AND 00/100 (\$____, 000.00) Dollars as a deposit and part payment for property known as and numbered: **Unit 66 AND Development Rights, The Residences at Robbins Brook Condominium, 900 Main Street, Off 900 Main Street, 908 Main Street, 8 Eastern Road, and 27 Hartland Way, Acton, MA 01720**, this day sold by me at public auction, for the sum of _____ subject to the terms and conditions of sale.

SELLER: WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Authorized Agent

9242544_v1

#####

DECISION of the Board of Selectmen (hereinafter the Board) on the petition of Acton Assisted Living, LLC. (Hereinafter the Petitioner) for the property located at 886, 900 Main Street and 8 Eastern Road, Acton, Massachusetts. Said property is shown on Acton Town Atlas Map C-5 Parcels 39-2, 6-1, 6, 12, and 20.

This Decision is in response to an application submitted to the Board on May 10, 2006 by the Petitioner for an amendment to the Site Plan Special Permit under Section 10.4 and Special USE Permit under Section 10.3 of the Acton Zoning Bylaw (hereinafter the Bylaw) to construct nine (9) additional units within Full Service Retirement Community.

After causing notice of the time and place of the public hearing and of the subject matter thereof to be published, posted and mailed to the Petitioner, abutters and other parties in interest as required by law, the hearing was called to order on June 26, 2003 at 7:30 P.M. in the Francis Faulkner Hearing Room at the Acton Town Hall. Board members Walter Foster, F. Dore Hunter, Peter Ashton, Lauren Rosenzweig and Andrew D. Magee were present throughout the proceedings.

The record of the proceedings and submissions upon which this permit is based may be referred to in the Office of the Town Clerk, or the Office of the Board.

Exhibit I

A written request dated April 14, 2006 to amend the existing decision; A booklet dated April 14, 2006 containing, A certified abutters list, Recorded plans, Financial Analysis report; A fifteen sheet set of development plans, dated November 10, 1998 revised January 30, 2006; Landscape Plan dated March 06, 2006; 31 sheets of Architectural Plans dated January 23, 2006 revised March 10, 2006; A letter from Stephen Vazza received June 14, 2006; A letter from Jef and Anne Fries dated June 23, 2006.

Exhibit II

Interdepartmental Communication (IDC) from the Town Manager to the Town Staff requesting comments. The following IDC responses were received:

1. Building Commissioner dated June 22, 2006
2. Town Planner dated June 09, 2006
3. Municipal Properties Director dated May 12, 2006
4. Engineering Department dated June 8, 2006
5. Health Department dated May 15, 2006
6. Transportation Advisory Committee dated June 06, 2006
7. Acton Water District dated May 18, 2006
8. Fire Chief dated June 13, 2006

Exhibit I, hereinafter referred to collectively as the Plan

1.0 Findings and Conclusions

Based upon its review of the exhibits and records of the proceedings, the Board found and concluded that:

- 1.1 The site is located in Small Manufacturing Zoning District and Zone 3 of the Groundwater Protection District. The Full Service Retirement Community USE is allowed by Special Permit in the Small Manufacturing Zoning District and by right in Zone 3.
- 1.2 This proposal is a phase 3 consisting of 9 additional housing units. This Decision is intended to supplement the initial Decision along with the four amendments and including phase 2 Decision.

A TRUE COPY. ATTEST:



TOWN CLERK, ACTON, MA

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Therefore the original decision with all amendments and phase 2 Decision remain in full force and effect and applies to these additional 9 units.

- 1.3 Mr. Vazza has offered a gift of \$2,500 to be used as trails in Nara Park. He has offered the gift to be paid prior to the building permit in phase III. The Board accepts his generous offer.
- 1.4 The Board has received both written and verbal comments concerning odors emanating from the sewer treatment plant. Residents have indicated they have had to pay for costly upgrades i.e. scrubbers to remove odors however the problems still exist. The Board finds the town has received complaints in the past. Further before any occupancy of units in the third phase the problem must be resolved at the cost to the Petitioner and not the residents. If corrective action was taken during phase II the cost of remediation of odors during phase II shall be paid by the Petitioner.
- 1.5 The Bylaw section 10.4.3.4. requires sidewalks along the frontage or in such other locations as it deems necessary to accommodate the safe movement of pedestrians and bicyclists. The site has frontage north of the driveway to Nashoba Sportsman Club along Nashoba Brook. The Board finds that a sidewalk shall be continued up to the driveway to Nashoba Sportsman Club.
- 1.6 The Engineering Department by IDC dated June 8, 2006 made eleven recommendations. The Board finds all recommendations appropriate except item number 10. The location of the drain pipe has already been approved as a red-line change and installed. To relocate it now would create unnecessary work.
- 1.7 At the request of the Board, the Petitioner, during phase I, has agreed to give a consumer disclosure to all prospective purchasers or renters of units. Such disclosure is intended to explain, in plain language issues relevant to the development. The Board finds such disclosure shall continue to be provided to all prospective purchasers or renters of the units.
- 1.8 The Acton Community Housing Corporation recommended that one unit be provided as "affordable". The Petitioner has agreed to provide one affordable unit.
- 1.9 The Acton Water District recommends the new 16 x 8 tapping sleeve be relocated so as to eliminate two 90 degree bends in the new 8" water main. The Board finds such a revision would be appropriate.
- 1.10 The Board wants to reinsure the project remain age-restricted. The Board will condition this decision on an age restriction.
- 1.11 The Plan as modified below in this Decision:
 - Will protect the neighborhood and the Town against seriously detrimental or offensive USES on the site and against adverse effects on the natural environment.
 - Will provide for convenient and safe vehicular and pedestrian movement and that the locations of driveway openings are convenient and safe in relation to vehicular and pedestrian traffic circulation including emergency vehicles, on or adjoining the site.
 - Will provide an adequate arrangement of parking and loading spaces in relation to the proposed USES of the premises.
 - Will provide adequate methods of disposal of refuse or other wastes resulting from the USES permitted on the site.
 - Is consistent with the Master Plan.
 - Is in harmony with the purpose and intent of this Bylaw.

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- Will not be detrimental or injurious to the neighborhood in which it is to take place.
- Is appropriate for the site and complies with all applicable requirements of this Bylaw.

Therefore, the Board voted to **GRANT** the requested Phase 3 Special Use Permit and Site Plan Special Permit subject to and with the benefit of the following Plan modifications, conditions and limitations.

2.0 Plan Modifications

Prior to the issuance of a Building Permit or the start of any construction on the site, the Petitioner shall cause the Plan to be revised to show the following additional, corrected or modified information. The Building Commissioner shall not permit any construction activity to begin on the site until and unless he finds that the Plan is revised to include the following additional, corrected or modified information. Except where otherwise provided, all such information shall be subject to the approval of the Building Commissioner. Where approvals are required from persons other than the Building Commissioner, the Petitioner shall be responsible for providing a written evidence of such approvals to the Building Commissioner before the Commissioner shall issue any Building Permit or permit any construction on the site. The Petitioner shall submit five copies of the final Plan, as modified in accordance with and as approved for construction by the Building Commissioner to the Building Commissioner prior to the issuance of a Building Permit.

- 2.1 All recommendations proposed by the Town Engineering Department's IDC dated June 8, 2006 except item #10.
- 2.2 The water main shall be relocated to eliminate two 90 degree elbows.

3.0 Conditions

- 3.1 As agreed, the Petitioner shall provide a gift in the sum of \$2,500 for paving of walking paths at NARA. The gift shall be provided prior to the issuance of any building permit in phase 3.
- 3.2 Each Dwelling unit shall be occupied by at least one person fifty-five (55) years of age or older and no dwelling unit shall be occupied by more than four persons. No person under the age of twenty-one (21) shall reside within a dwelling unit in the Full Service Retirement Community for more than three (3) consecutive months in any calendar year. These age and occupancy restrictions shall be set forth in a deed restriction, restrictive covenant, or other document to be recorded with the Special Permit and to run with the land in perpetuity. This restriction shall be enforceable by any unit owners' association or by the town in any legal action as may be permitted by law or equity.
- 3.3 Prior to the start of any work authorized by this Decision Petitioner shall;
 - 1.) *Submit to the Health Department, for their approval, a Scope of Work from an appropriate engineering firm detailing an Odor Analysis Report that identifies all sources of odors emanating from the wastewater facilities at Robbins Brook, examines odor mitigation options, recommends a plan of action that is based on all potential wastewater flows and estimates the cost of implementation.*

Prior to the issuance of any building permit for units authorized by this Decision the Petitioner shall;

- 1.) *Submit to the Health Department a completed Odor Analysis Report.*

Prior to the issuance of any occupancy permit for units authorized by this Decision the Petitioner shall;

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- 1.) *Submit a Mitigation Completion Report, prepared by the design engineer, to the Health Department certifying that all odor control measures have been installed in accordance with the implementation plan. Upon receipt, review and acceptance of the Report the Building Department shall issue occupancy permits as appropriate.*
- 3.4 Items # 2 (sidewalk), #6 (stop sign/stop line) shall be completed prior to any building permits being issued for phase 3.
- 3.6 The Petitioner shall provide one (1) affordable unit in phase III. The unit shall be priced, marketed, and deed restricted so as to qualify as Local Initiative Program (LIP) units in accordance with current guidelines and requirements of the MADHCD. This may include but not be limited to the Elderly Exception Program. The sale of the affordable units shall be governed by a Regulatory Agreement, which restricts the sales of the affordable units. Sales of the affordable units must be subject to long term deed restrictions requiring owners to sell to other income qualified purchasers and limit the price on resale to ensure they remain affordable. The Master Deed, to state the ownership interest in the units will be based on the actual sales price of the unit. As a result, condominium fees and voting rights will be proportional to ownership interest. The Deed documents will state the percentage of ownership interest for each of the affordable units. The Petitioner shall bear all costs associated with marketing of the affordable unit, selection of qualified buyers, and the sale of the affordable units, including the preparation of the LIP applications and the necessary regulatory agreements, restrictions and deed riders. All homeowners of the development will be informed in advance, as part of the marketing program, about the affordable units present in the development. They will also be informed in writing that any condominium fees will be prorated based on a ratio of the selling price of the market rate units to the affordable units which will result in lower fees paid by the affordable owners. The occupancy permit for the affordable unit shall be by the 6th occupancy permit issued.
- 3.7 The owner shall pay Real Estate Taxes as provided by Massachusetts General Laws. In the event a future owner of the development is eligible for an exemption from property taxes, such owner shall enter into an agreement in lieu of taxes that would result in payments to the Town equal to the amount that otherwise would be paid as property taxes.
- 3.8 The Petitioner shall provide a numbering system for the buildings, reasonably acceptable to the Building Commissioner prior to the issuance of any building permit.
- 3.9 Prior to occupancy or use of any new building constituting a part of the project, an as-built plan shall be supplied by the engineer of record certifying that the project was built according to the approved documents. The as-built plan shall show all pavement, building and drainage structure locations above and below grade in their true relationship to lot lines, and include appropriate grades and elevations. In addition to the engineer of record, said plan shall be certified by a Mass. Registered Land Surveyor.

4.0 Limitations

The rights granted to the Petitioner by this permit are limited as and subject to follows:

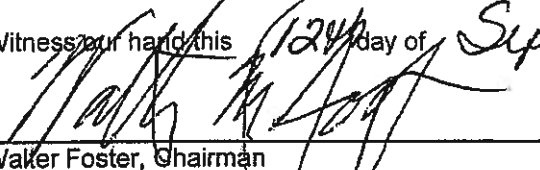
- 4.1 This permit applies only to the site, which is the subject of this petition. All construction shall be conducted in accordance with the terms of this permit and shall be limited to the improvements shown on the Plan.
- 4.2 There shall be no further development of this site without written consent of the Board of Selectmen as outlined within the Acton Zoning Bylaw.

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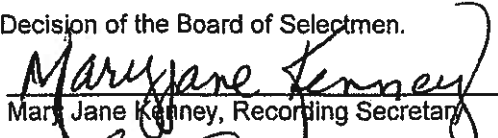
- 4.3 This Decision applies only to the requested Special Permit. Other permits or approvals required by the Acton Zoning Bylaw, other governmental boards, agencies or bodies having jurisdiction shall not be assumed or implied by this Decision.
- 4.4 No approval of any indicated signs or advertising devices is implied by this Decision, all nonconforming signs shall be removed prior to the issuance of the Building Permit.
- 4.5 The hauling of earth to and from the site shall be restricted to the hours between 9:00 AM and 4:00 PM Monday through Saturday.
- 4.6 The foregoing restrictions are stated for the purpose of emphasizing their importance but are not intended to be all inclusive or to negate the remainder of the Acton Zoning Bylaw.
- 4.7 This Site Plan Special Permit shall lapse on September 11, 2008 unless work approved by this permit has commenced except for good cause. Any request for extensions shall be made at least thirty (30) days prior to expiration. The Board reserves the right to amend the permit by its own or at the request of the applicant with or without a new hearing.

5.0 Appeals

Any person aggrieved by this Decision may appeal pursuant to the General Laws, Chapter 40A, Section 17 within 20 days after the filing of this Decision with the Acton Town Clerk.

Witness my hand this 12th day of September 2006

Walker Foster, Chairman

I, Mary Jane Kenney, hereby certify that this is a true copy of the Decision of the Board of Selectmen.

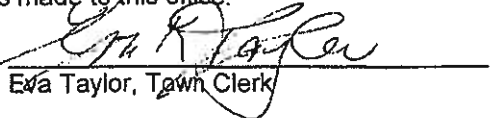

Mary Jane Kenney, Recording Secretary

Sept. 14 2006
Date filed with Town Clerk


Eva Taylor, Town Clerk

TO WHOM IT MAY CONCERN: This is to certify that the 20 day appeal period on the Decision of Acton Assisted Living LLC. has passed and there have been no appeals made to this office.

January 28 2010
Date


Eva Taylor, Town Clerk

- cc: Petitioner
- Planning Board
- Conservation
- Board of Health
- Planning Boards - Concord, Littleton, Westford, Maynard, Carlisle, Boxboro, Stow, Sudbury
- Building Commissioner
- Engineering
- Director of Municipal Properties
- Town Clerk



Planning Department

TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (978) 264-9636
Fax (978) 264-9630
planning@acton-ma.gov
www.acton-ma.gov

January 20, 2009

Mr. Stephen Vazza
780 Dedham Street, Suite 400
Canton, MA 02021

**Re: Site Plan/Special Use Permit #11/18/98-366, Phase 3
- Robbins Brook - 886-900 Main Street and 8 Eastern Road**

Dear Mr. Vazza:

This correspondence confirms that the Acton Board of Selectmen voted on January 12, 2009 to extend the above referenced special permit by 2 years until January 12, 2011¹. This action came after receipt of a letter from your attorney, Amy Fracassini of Davis Malm & D'Agostine P.C., dated January 7, 2009.

It outlines your understanding and agreement with respect to the proposed Bay Circuit Trail easement over the north-end of the subject property. Please stay in contact regarding your progress with the condominium association on this matter. In anticipation of the Town's receiving the easement, I have entered a warrant article for the annual town in April to authorize acceptance of the easement.

Sincerely,


Roland Bartl, AICP
Planning Director

A TRUE COPY. ATTEST:


TOWN CLERK, ACTON, MA

Cc: Amy Fracassini, Davis Malm D'Agostine P.C., One Boston Place, Boston, MA 02108
Joseph March, Stamski and McNary, Inc., 80 Harris Street, Acton, MA 01720

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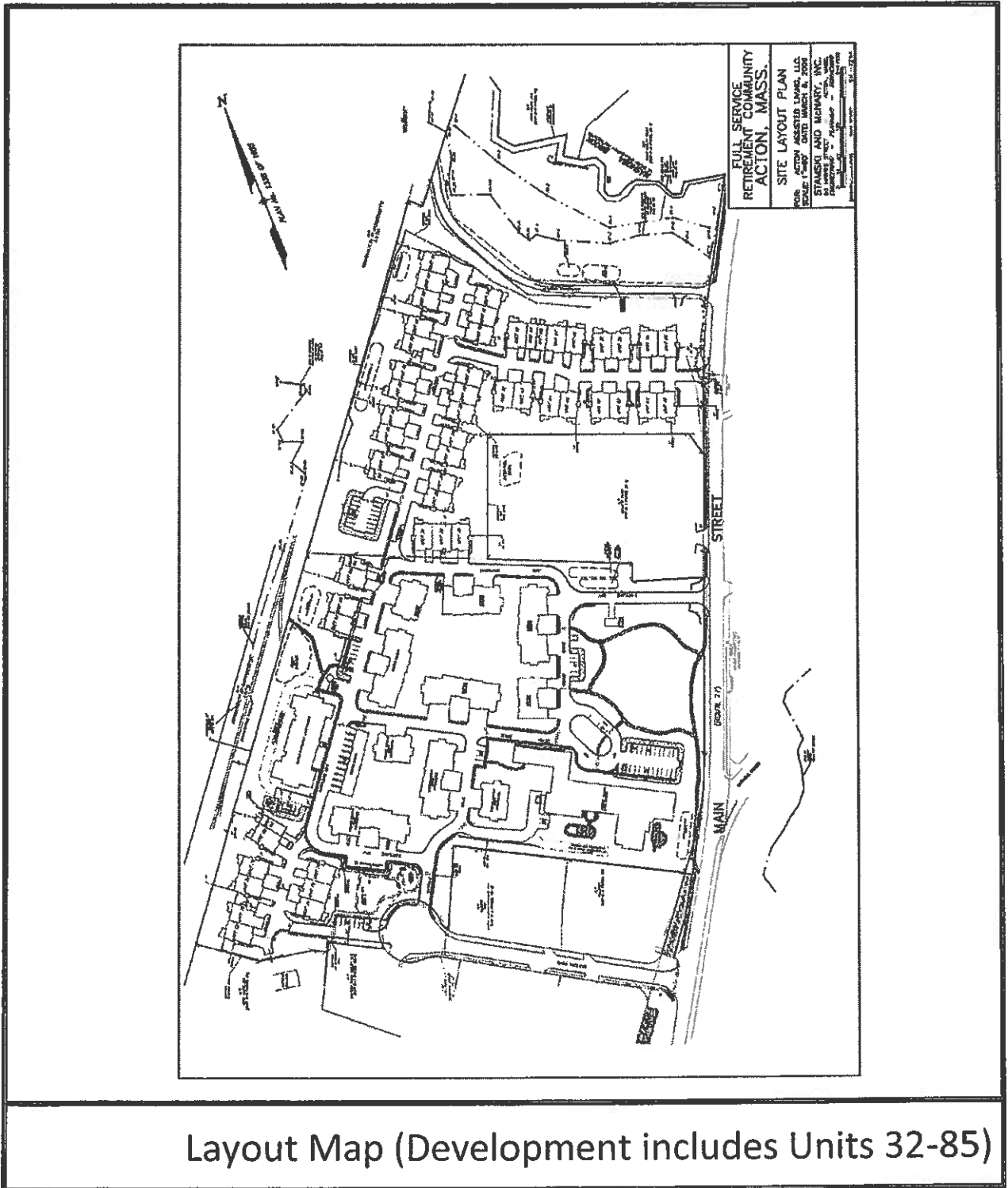
¹ The original special permit was issued on September 12, 2006 and expired on September 12, 2008. A timely request for extension was received on August 11, 2008. The Board of Selectmen addressed the matter at a meeting on September 8, 2008, and again at meetings in October and November, each time granting temporary permit extensions, the last-until January 12, 2009.

*Property Condition Assessment
Residences at Robbins Brook
Acton, MA*



Site Plan / Recent Aerial

*Property Condition Assessment
Residences at Robbins Brook
Acton, MA*



*Prepared for
Wells Fargo Bank, N.A.*

*Property Condition Assessment
Residences at Robbins Brook
Hartland Way
Acton, Massachusetts 01720*

Property Description

The portions of the Property that have been completely constructed were observed to be in good overall condition. The only conspicuous defects or material deferred maintenance of material systems, components, or equipment identified as a result of this assessment was regarding an old, vacant single-family home that should be slated for demolition, the need for additional landscaping to be used as screening along the boundary with a nearby industrial building, and the completion of Units 58 and 59.

PROPERTY DATA	
Property Type	Single-family residential
Property Name	Residences at Robbins Brook
Property Address	Hartland Way, Acton, Massachusetts 01720
Site Area	10.27 Acres
Topography	Relatively flat with surrounding swamp designated as protected Wetland Migration Area by the Massachusetts Department of Natural Resources
Access	Two entrances from Main Street
Buildings	25 semi-detached buildings, each with attached garages
Year Built	Ongoing
Construction	Type 5A – Wood frame
Floors	Two
Units	54
Parking Spaces	80 spaces with 54 garages (most garages are two-car garages)
Amenities	None
Zoning	LI (Light Industrial District) Special Permit required
Flood Plain	According to Flood Insurance Rate Map 2501760005C dated January 6, 1988, the Property is located in Flood Zone X (unshaded) that is defined as areas determined to be outside 500-year flood plain.
Seismic Zone	Seismic Zone 2A – low-to-moderate probability for damaging ground motion
ADA Conformance	Not applicable (this property is used as single-family residential)
Mold	No visual or olfactory signs of mold were noted by GRS Group or reported by Site Contact.

*Property Condition Assessment
Residences at Robbins Brook
Hartland Way
Acton, Massachusetts 01720*

	Description	Reported Condition
Storm Sewer	Acton Westwood	G
Sanitary Sewer	On-site sewage treatment plant	Not Reported
Domestic Water	Acton	G
Electricity	NSTAR	G
Natural Gas	NSTAR	G
Fuel Oil	Not applicable	N/A
Cable	Comcast with choice of Direct TV satellite service	G
Internet	Comcast Cable or high speed internet through Direct TV	G

Comments:

Sewage Plant On-site sewage treatment plant could not be accessed. Latest inspection report is required.

Description of Improvements

	Description	Action
Site Improvements	The site is improved with asphalt paved parking and roadways. The north roadway oriented in an east-west orientation on the Property and the related utilities that run along this roadway currently terminate at the location of unit 46. Asphalt sidewalks are along the roadways. A vacant older single-family home still exists at the northeast corner of the Property. Remaining improved areas are landscaped. A sewage treatment plant/shed and an associated leaching field is located onsite at the southwest corner of Main Street and Hartland Way.	IR
Site Amenities	None.	
Substructure	The building foundations consist of concrete slabs-on-grade with perimeter concrete strip footings at seven locations. The balance has or will have basement foundation walls.	
Superstructure	The buildings are of conventional wood framing with upper-floor wood joists and wood rafter framing. Upper floors contain plywood. Roof framing is sheathed with plywood.	
Building Envelope	The exterior facades of the apartment buildings are finished with vinyl siding. Poured concrete patios are provided.	
Windows and Doors	Exterior windows and glass patio sliding entry doors are vinyl clad frames with double-glazed glass. Apartment entry doors are hollow core metal doors with wood frames. Door entry hardware typically is a lever-keyed lock with a separate deadbolt.	
Roof	The roofing consists of composition shingles on pitched roofs.	
HVAC	Interior spaces are heated and cooled by unit-specific split systems consisting of exterior pad mounted condenser units and interior gas-fired forced air units.	
Plumbing	Water piping consists of CPVC supply and waste piping. Each unit contains a 75-gallon gas-fired water heater.	

*Property Condition Assessment
Residences at Robbins Brook
Hartland Way
Acton, Massachusetts 01720*

Electrical	120/240-volt, single-phase, and 3-wire service with 125-amp service is provided to each apartment unit. Branch wiring was observed to be copper.	
Other (Life Safety)	Hardwired smoke detectors are present in each apartment unit.	

Please refer to the sections below for additional information concerning any immediate repair or other recommended action.

Site Improvements

Site Development

	Description	Condition	Action
Engineered slopes	No details provided	N/A	
Existing Structures	An existing abandoned residential single family house is located on the northeast corner of the Property along Main Street.	P	IR
Retaining walls >42"	No retaining walls were observed.		

Comments:

Existing Structures *Immediate Reserves* – An existing abandoned residential single family house is located on the northeast corner of the Property along Main Street. This house requires removal as an immediate repair to develop the associated units. Hazardous materials from possible underground oil tanks may be an issue, and an allowance cost is provided as part of this.

Storm Water Management

	Description	Condition	Action
Storm water management	Storm water from the developed portions of the Property drains via sheeting action over asphalt paving and landscaped surfaces toward the subsurface drain inlets located throughout. Catch basins drain to two large detention basins located on the east and west ends of the property.	G	
Catch basins	Storm water from the developed portion of the site is directed to catch basins that discharge to storm water management system.	G	
Drainage channels	None		
Drywells	None		
Retention ponds	Two detention ponds are located on the east and west sides of the property.	G	
Erosion	No evidence of significant erosion was identified.		

Paving and Concrete

	Description	Condition	Action
Asphalt	The surface open parking area and drive areas are asphalt paved with asphalt curbs. Access to the paved open spaces and attached carports are provided by an asphalt paved drive at the front of each unit. Parking at the Property totals 80 open spaces and two-car garages with each unit.	G/F	N

*Property Condition Assessment
Residences at Robbins Brook
Hartland Way
Acton, Massachusetts 01720*

Concrete Paving	Concrete pads are provided at unit entries	G	
Other	None		
Sidewalks & Patios	Asphalt sidewalks are located throughout the property to provide access from parking areas to each unit and along the roadway.	G/F	N
Curb and gutter	Curbs border the driveway and parking areas and consist of asphalt.	G/F	N

Comments:

Asphalt It appears that the finish on the asphalt roadways may not have received its final top course layer, and this is typically done after all the units at a particular property have been completed. Final paving will be required once all of the remaining units are completely constructed.

Landscaping

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Lawn	Lawn areas are located at built unit perimeters.	G	
Planting	Plantings consist of trees, flowers, bushes, and ground cover.	P	IR
Irrigation	None.		
Fencing	None		
Hardscape	None.		
Stairs	None.		
Perimeter Walls	None		
Trash Enclosures	None.		
Other	Loam pile located at far north end of property.		

Comments:

Planting *Immediate Repair* – Loam pile is stockpiled in far north lot. Loam pile may contain debris not suitable for re-spreading and may require removal. In addition, the proximity of the manufacturing plant north façade will require additional major screen plantings along that property line as an immediate repair. The subject residential development wraps around the manufacturing plant on three sides to the north, west and south sides of the manufacturing plant, with the south side of the manufacturing plant having screened landscaping consisting of an earth berm and evergreen trees.

Other Site Improvements

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Lighting	Site lighting consists of pole-mounted street light fixtures at parking areas, and along roadways.	G	
Signage	Two wood signs are located at the front entries. Building signage consists of wood numeral identification above each entry.	G	
Recreation Building	None	G	
Other Amenities	None.	G	

Vertical improvements

Substructure

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Slope away from buildings	The buildings appear to have adequate slopes away from the perimeter walls.	G	
Earth – wood separation	Earth to siding separation sufficient.	G	
Foundations	The foundation system for the buildings consists of concrete slabs-on-grade with perimeter concrete footings. No structural drawings were available for review, but based upon the local topography, standard trip footings are in use. Seven units are slab-on grade construction. The balance are scheduled or built with basements.	G	
Basement	None		
Sumps	None		
Roof drainage away from foundations	Yes	G	
Crawl Space	None		
Concrete Floor Slab	Seven units have a ground floor concrete floor slab. No evidence of movement or significant cracking was observed.	G	
Water intrusion	None		
Excessive moisture	None		

Superstructure

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Visible wall framing	Wall framing was partially observable underneath existing wall finishes. A 2x4 wood stud wall framing system is utilized throughout. The wall framing is of wood stud construction, along with truss joist floor structure and wood truss roof framing.	G	
Floor framing	Engineered wood joists with plywood decking.	G	
Roof framing	Roofs are pitched with pre-engineered trusses (2x4 framing).	G	
Roof sheathing	Plywood sheathing was observed at the attic areas checked.	G	
Balconies	None		
Cracking	None		
Settlement	None		
Separations	None		

Attics

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Description	Attic spaces are present at each unit and are partitioned off at each unit for fire blocking.	G	
Access	Limited	G	

*Property Condition Assessment
Residences at Robbins Brook
Hartland Way
Acton, Massachusetts 01720*

Ventilation	Attic spaces are ventilated by ridge and eave vents	G	
Water Leaks	None		
Daylight/Defects	None		
Insulation	Blown-in cellulose	G	
Draft Stops	Drywall with fire stop caulking	G	
Fire Retardant Plywood	None		

Building Envelope

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Finishes	Exterior facades of the apartment buildings are primarily vinyl siding which are accented by wood trim. Soffits at building roof eaves are closed with vinyl soffit vents and fascias are wrapped with vinyl. Synthetic stone is also used on the exterior as an accent.	G	
EIFS and Synthetic stucco	None		
Hardboard siding	None		
Caulking	Caulking is limited to door and window penetrations.	G	
Windows	Exterior windows are vinyl clad frames with double-glazed glass.	G	
Doors	Apartment entry doors are hollow core metal doors with wood frames. Door entry hardware typically is a lever-keyed lock with a separate deadbolt. Sliding glass patio entry doors are vinyl clad frames with double-glazed glass.	G	
Cracking	None		
Bulging/warping	None		
Gaps	None		
Reported leaks?	None		

Roof

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Access	Access is provided through hatches located in 2nd floor unit utility closets.		
Type	Sloped with composition shingles.		
Age	Roofs at all buildings are reportedly original (2009; 1 year old)		
Reroof	Not applicable, as roof is original.		
Roofing material	Composition shingles.	G	
Substrate	Plywood sheathing	G	
Drainage	Perimeter gutters connected to metal downspouts.	G	
Flashing	Sheet metal flashings	G	
Rooftop equipment	None		
Skylights	None		

*Property Condition Assessment
Residences at Robbins Brook
Hartland Way
Acton, Massachusetts 01720*

Other roof penetrations	Plumbing vents and attic vents.	G	
Prior repairs	No significant repairs to building roofs were noted by management, nor were any major repairs observed during the site visit.		
Debris	None		
Ponding	None		
Bulging	None		
Other concerns	None		
Service Contractor	Vendor – not provided		
Past leaks	No significant past leaks were reported.		
Current leaks	No leaks were not reported		
Warranty	No warranty information was provided.		

HVAC

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Type	Interior spaces are heated and cooled by unit specific split systems consisting of exterior pad-mounted condenser units and interior closet mounted gas-fired forced air units.	G	
Chillers	None		
Boiler	None		
Reported capacity	1-2 tons (cooling depending on unit type)		
Age	Original 2009		
Maintenance	By owner		
Warranty	No warranty information was provided.		
Cadet or Encore Wall Heaters (1985 – 1992)	None		

Plumbing

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Materials	Water supply and waste piping consists of CPVC.	G	
Hot Water	Dwelling units contain individual gas-fired 75-gallon A O Smith water heaters.	G	
Lift Station	None		

Electrical

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Material	120/240-volt, single-phase, and 3-wire electrical service with 125 amps is provided to each unit. Branch wiring was observed to be copper with GFCI outlets at bathrooms and kitchens.	G	
Service Size	Apartment units are equipped with a 125 amp service.	G	
Fuses	None		

*Property Condition Assessment
Residences at Robbins Brook
Hartland Way
Acton, Massachusetts 01720*

Federal Pacific Electric Co. Circuit Breakers	None		
GFI Outlets	GFCI (ground-fault circuit interrupter) outlets were observed at the bathroom and kitchen electric outlets.	G	

Fire Suppression and Life Safety

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Describe	No sprinklers are provided at the units.		
Central or Omega fire sprinkler heads (<1989)	None		
Life Safety Systems	Hardwired smoke detectors are present in each unit.	G	

Conveying Systems

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Elevators	None		
Escalators	None		
People movers	None		
Warranty	None		
Service contract	None		

Other Improvements

None noted or reported

Interior improvements

Interior Materials and Condition

	<i>Description</i>	<i>Condition</i>	<i>Action</i>
Walls	Painted drywall	G	
Doors	Hollow core 6-panel wood doors	G	
Trim	Painted wood trim	G	
Flooring	Hardwood floor in kitchens and ceramic in bathrooms, hardwood floor in living spaces.	G	
Cabinets	Wood cabinets with laminate faces and stained wood handles.	G	
Counters	Stone countertops	G	
Window Coverings	Mini blinds	G	
Refrigerator	Electric frost free refrigerator	G	
Range	Gas range unit	G	
Hood	Electric non-ducted or overhead microwave with integral hood.	G	
Microwave	Yes	G	

*Property Condition Assessment
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Dishwasher	Yes	G	
Disposal	1/3 HP disposal	G	
Washer	Washer and dryer hook-ups (only) are provided in each unit.	G	
Dryer	Washer and dryer hook-ups (only) are provided in each unit.	G	
Compactor	None		

Representative Review

GRS Group was engaged to review representative interiors of residential units at the property. In the interest of time and cost clients frequently request observation of a relatively low percentage of total residential units, though there is a risk that conditions of concern will exist in units not accessed during the assessment, so will not be identified by the assessment. Our observations typically include all vacant units, only. When improvements have been constructed in phases, effort will be made to assess representative units from each phase.

Description	Total	Observed	Percentage
<i>Total Units</i>	54	3	6%
Model Units	1	1	100%
Units Under Construction	2	2	100%
Occupied Units	14	0	
Undeveloped Sites	30	0	
Sites with only foundations	7	7	100%

Phasing – First phase units on the south lot are complete and occupied. Second Phase: One unit on the north lot is complete and occupied; seven lots only have concrete pads installed; one model unit is complete and unoccupied; two units (units 58 & 59) are under construction but the job site has been abandoned.



1. Main entrance along Main Street



2. Front elevation (looking west at Units 56-61; see Photo 6 below regarding the asphalt condition)



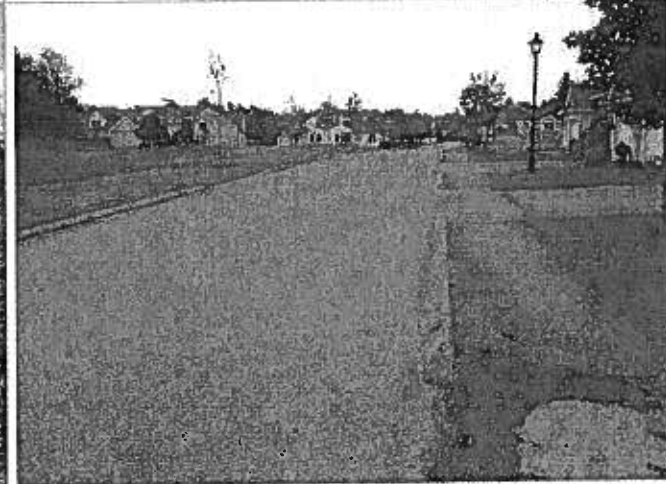
3. Left side elevation



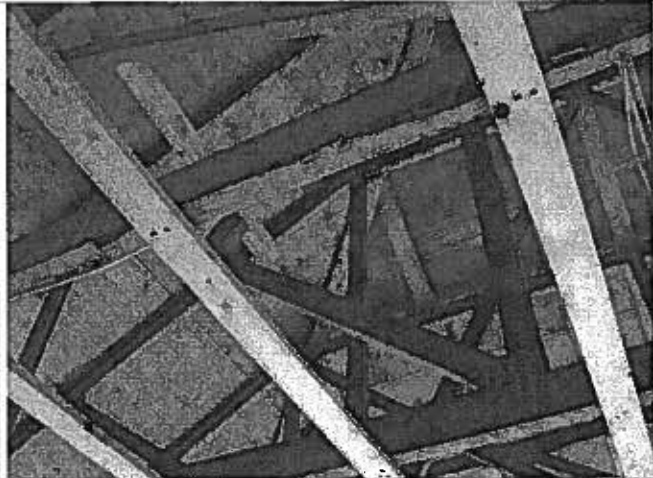
4. Right side elevation



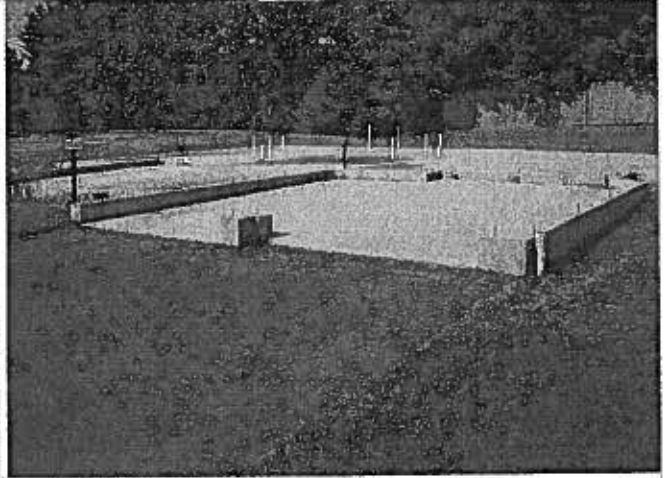
5. Rear elevation



6. Typical roadway overview (looking south while standing near Units 58 & 59; note that the asphalt does not appear to have received a normal, smooth top coarse or it was placed during cold conditions)



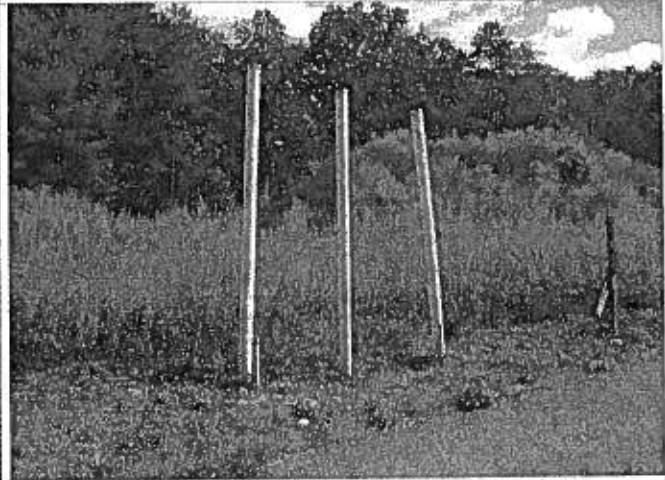
7. Roof framing overview – Unit 59



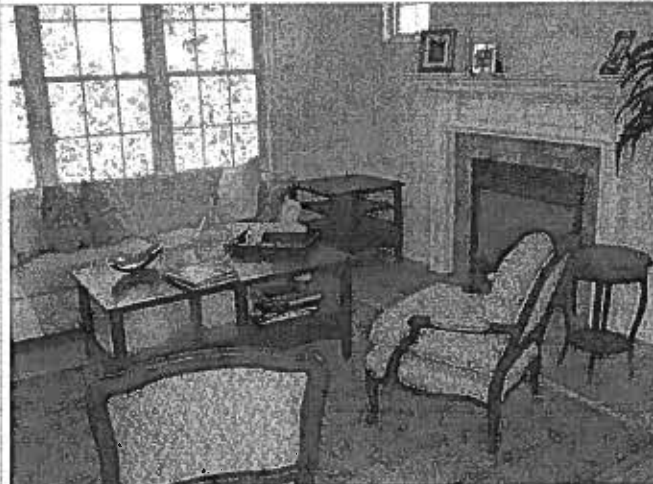
8. Unit pad installed



9. Unit pad installed



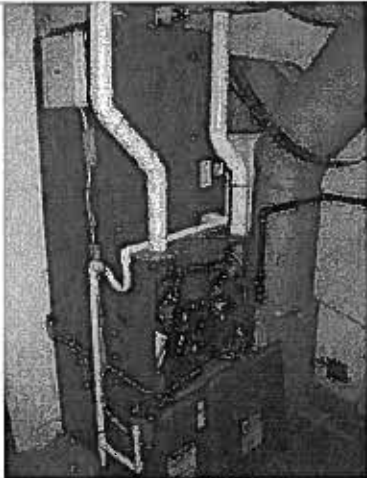
10. Stubbed off utilities with loam pile in rear (photo taken near location of undeveloped Units 44/45)



11. Model unit living room



12. Model unit kitchen



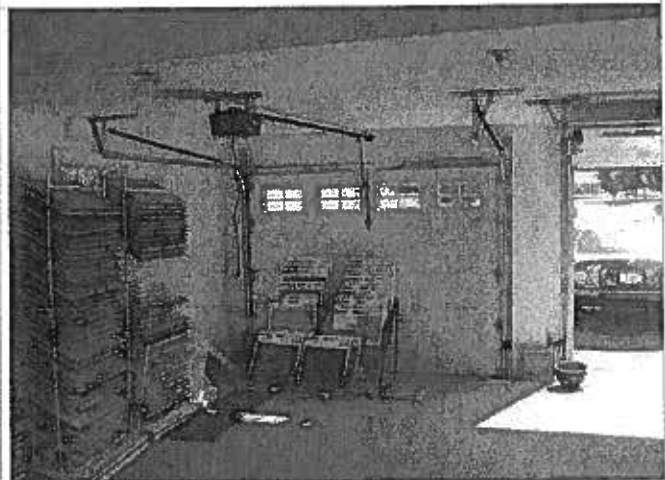
13. Model unit HVAC forced-air furnace



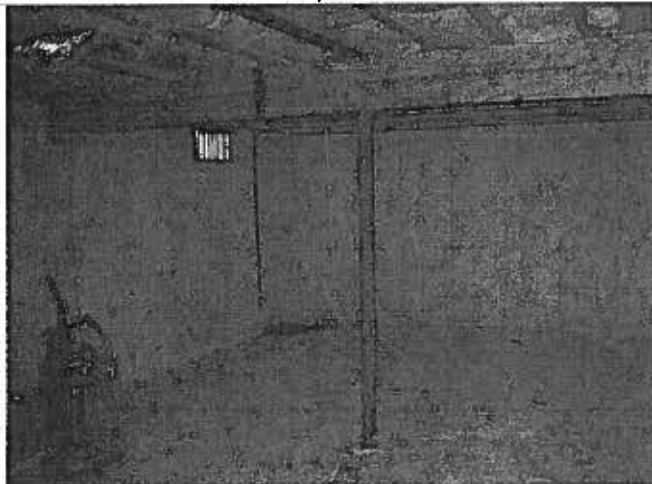
14. Model unit HVAC condenser



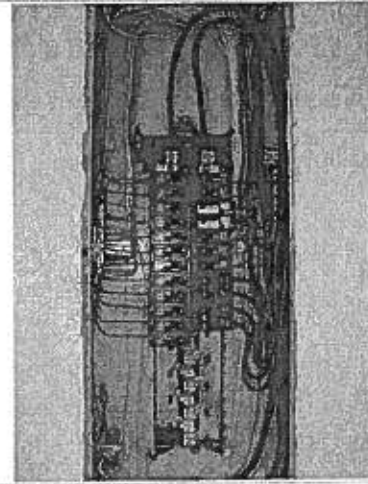
15. Model unit domestic hot water heater with associated thermal expansion tank



16. Model unit garage



17. Unit basement – photo taken within the partially completed Unit 58



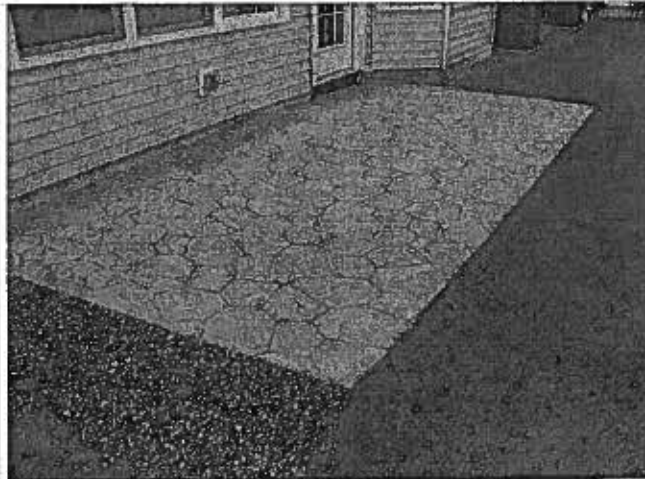
18. Model unit electrical panel



19. Model unit bedroom



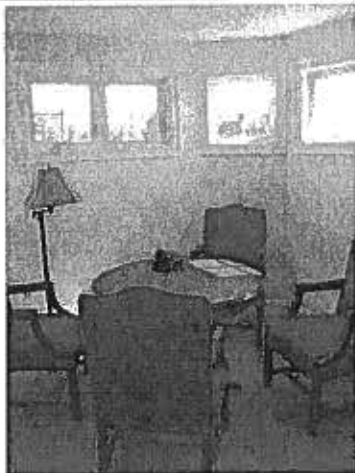
20. Model unit bathroom



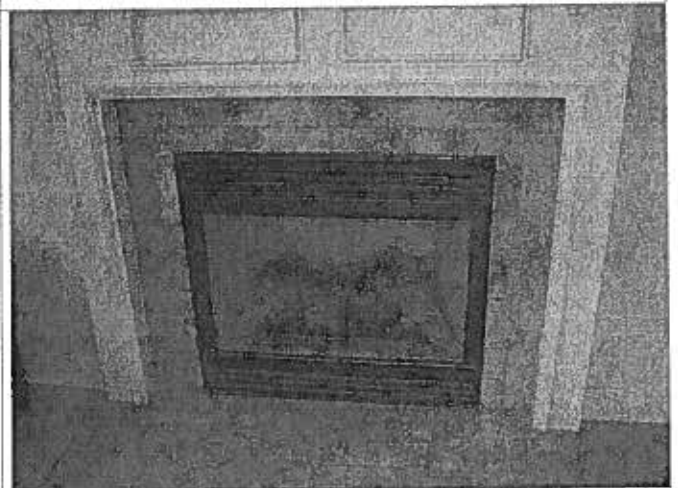
21. Model unit patio



22. Model unit stair



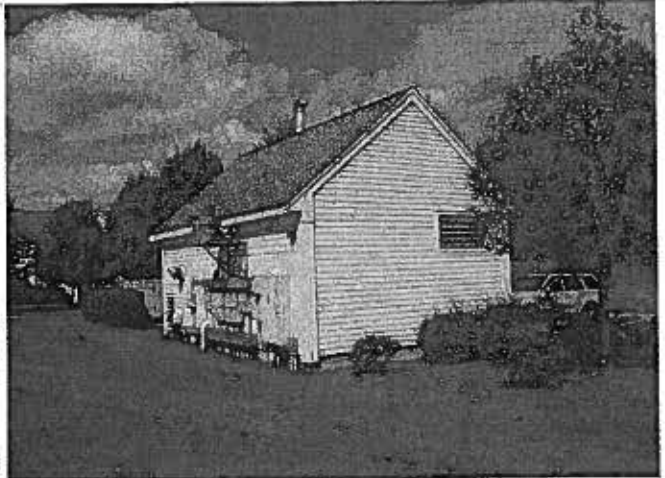
23. Model unit library/office



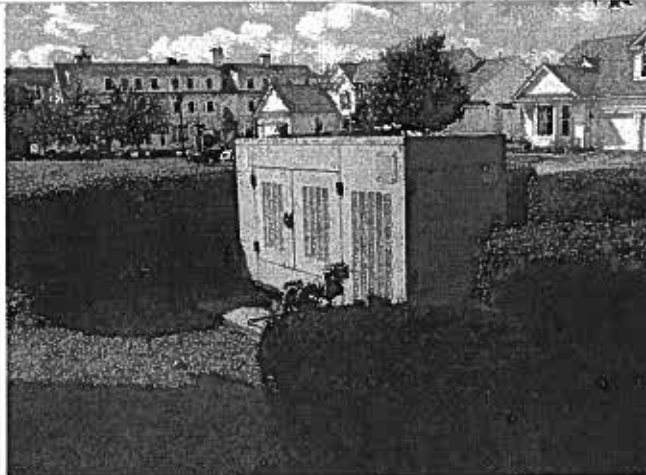
24. Model unit fireplace



25. Sewage "treatment field"



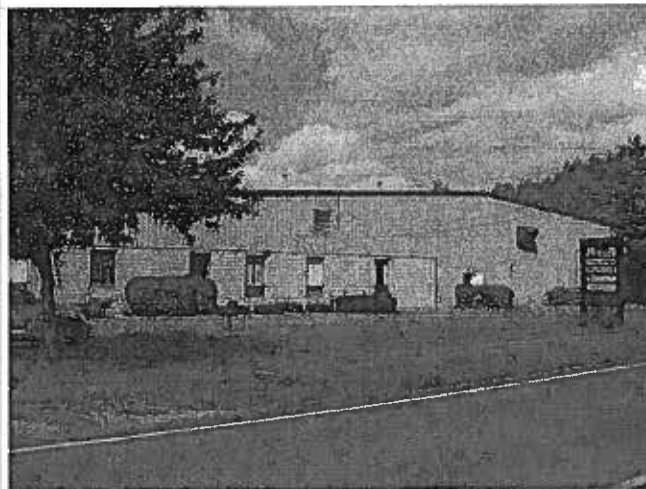
26. Sewage "treatment plant" (interior access not provided)



27. Sewage treatment plant emergency generator



28. This old single-family house located at northeast corner of Property requires demolition, prior to developing the units planned for this location



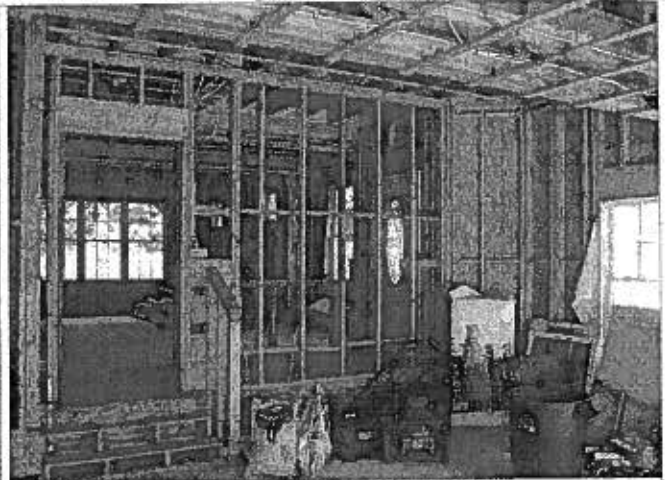
29. Industrial building front elevation as seen from Main Street; the Property wraps around this industrial bldg. on three sides (north, west and south)



30. Side elevation of manufacturing plant requires landscaping and berm as screening – looking southeast from the location of undeveloped units 44/45



31. (Duplex) Units 58 & 59 (the two partially-completed units)



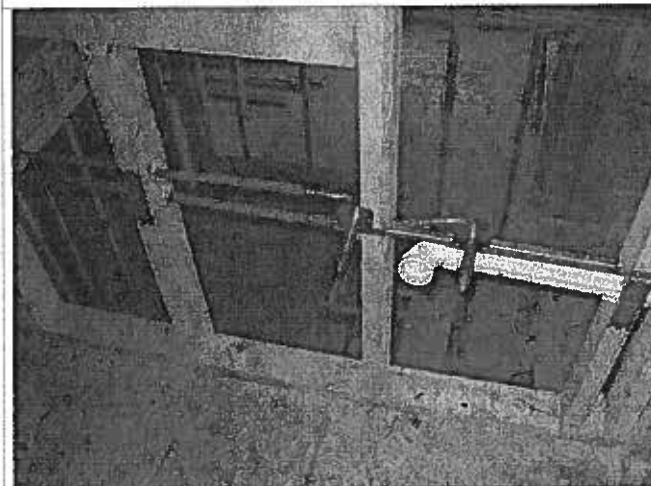
32. Unit 59 under construction (garage view)



33. Unit 59 under construction (library)



34. Unit 59 under construction (bathroom)



35. Unit 59 under construction (roughed-in plumbing)



36. Unit 58 under construction (kitchen cabinetry staging)