

LAW OFFICE OF DAVID L. LEBWITH
140 WOOD ROAD – SUITE 400
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DLEBWITH@LEBWITHLAW.COM

May 6, 2021

By Electronic Mail (alana.murphy@state.ma.us
and bertha.borin@state.ma.us)
and Federal Express:

Department of Housing and Community
Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Local Initiative Program Director

By Electronic Mail (sraposa@medfield.net)
and Hand Delivery:

Town Planner
459 Main Street
Medfield, MA 02052
Attn: Sarah Raposa, AICP

To whom it may concern:

As you may know, this office represents Medfield Meadows, LLC, a Massachusetts limited liability company (the “Sponsor”) in connection with that certain Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project dated as of June 30, 2020, by and among the Sponsor, the Department of Housing and Community Development (the “DHCD”) and the Town of Medfield (the “Municipality”), and filed with the Norfolk County Registry of Deeds Land Court Division as Document Number 1,450,171 (as amended from time to time, the “Regulatory Agreement”). The Ownership Project as more fully described in the Regulatory Agreement consists of a housing development being constructed on a 2.93-acre site known as Medfield Meadows (the “Project”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Regulatory Agreement.

Pursuant to Section 10(a) of the Regulatory Agreement, the Sponsor is prohibited from transferring the Project or any portion thereof without the prior written consent of the DHCD and the Municipality. Section 10(b) of the Regulatory Agreement further sets forth the required components of any such request for consent. This letter shall serve as the Sponsor’s formal request of the consent of the DHCD and the Municipality to a sale of the Project upon the terms of this letter.

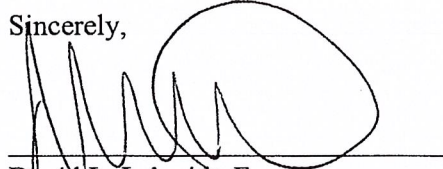
The name of the proposed transferee is “Medfield Meadows 18A, LLC”, a Massachusetts limited liability company (the “Proposed Transferee”). The Proposed Transferee does not own any additional affordable housing developments. Further, the ownership of the Proposed Transferee is *identical* to the ownership of the Sponsor, and the transfer will be for nominal consideration. The requested transfer is being made solely in connection with the subdivision of the Project from a separate parcel in order to own the Project in an independent and distinct “single purpose entity” to satisfy the construction lender for each parcel.

As required by Section 10(b) of the Regulatory Agreement, by signature below, the Proposed Transferee hereby agrees to assume in full the Sponsor's obligations and duties under the Regulatory Agreement. As further required by Section 10(b) of the Regulatory Agreement, by signature below, this office certifies that an original acknowledgement of the Proposed Transferee's agreement to assume such obligations and duties will be held by this office in escrow and recorded upon the transfer of the ownership of the Project as contemplated hereby.

Kindly countersign where provided below to consent to the transfer of the Project to the Proposed Transferee as contemplated hereby and provide a certification from the Municipality that the Project follows the affordability requirements of the Regulatory Agreement. Please send a pdf copy of your signature evidencing consent to the transfer and the required certification to the email address provided below, with originals to follow to the address provided below. Should you have any questions or concerns in connection with this matter, please contact David Lebwith, at dlebwith@lebwithlaw.com, 617-745-6512.

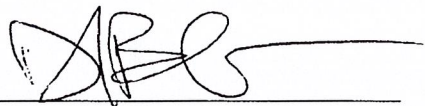
[Signatures Follow on the Next Page]

Sincerely,



David L. Lebwith, Esquire

Medfield Meadows 18A LLC,
a Massachusetts limited liability company

By: 


Name: David B. Grossman
Title: Authorized Person

ACKNOWLEDGED AND AGREED:

Department of Housing and Community Development

By: _____
Name:
Title:

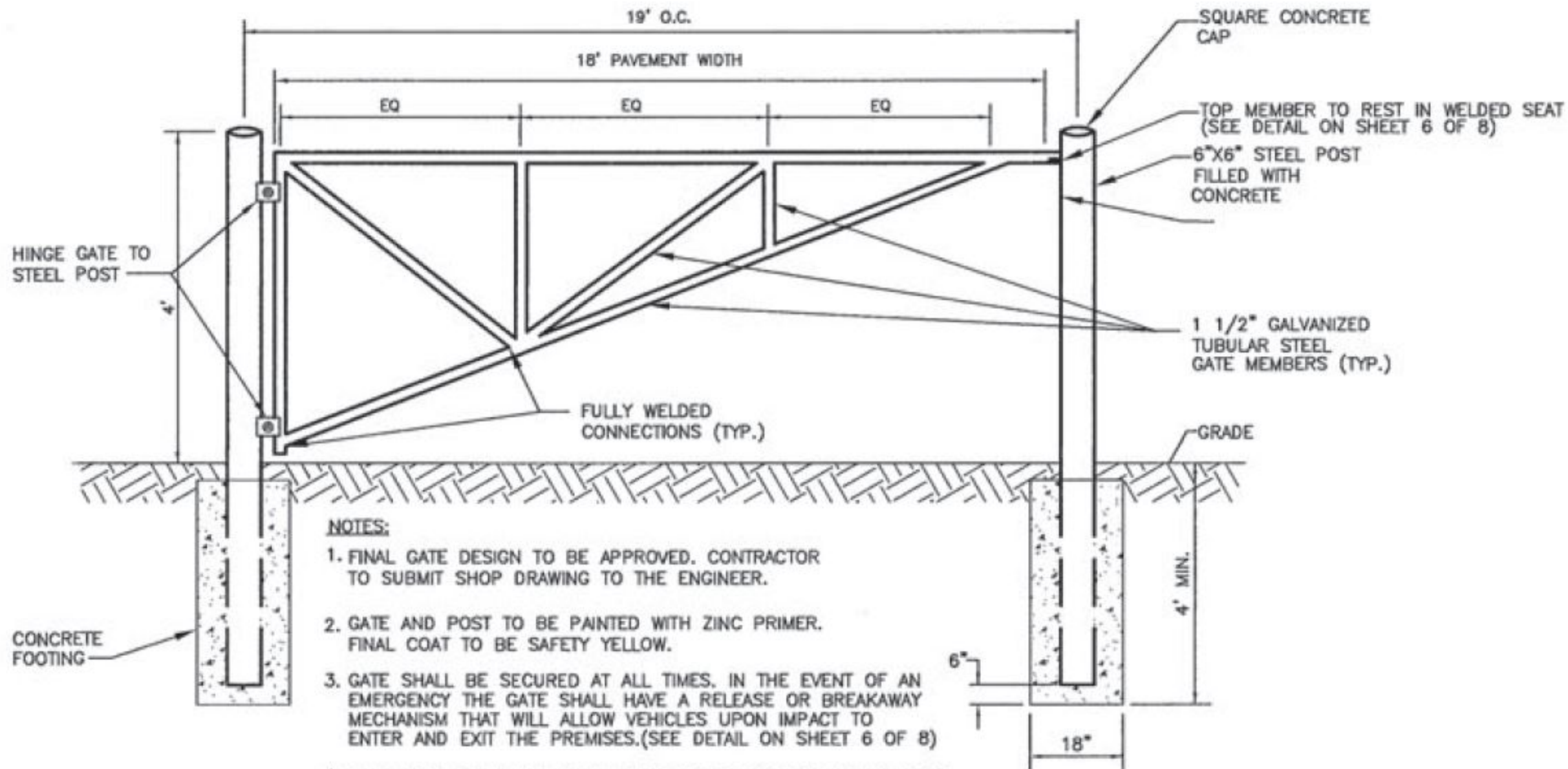
Town of Medfield

By: 

Name: Michael T. Mancucci
Title: Chairman, Board of Selectmen

Please send a countersigned pdf to dlebwith@lebwithlaw.com
with an original to follow to:

140 Wood Road, Suite 400
Braintree, MA 02184
Attn: David L. Lebwith, Esq.



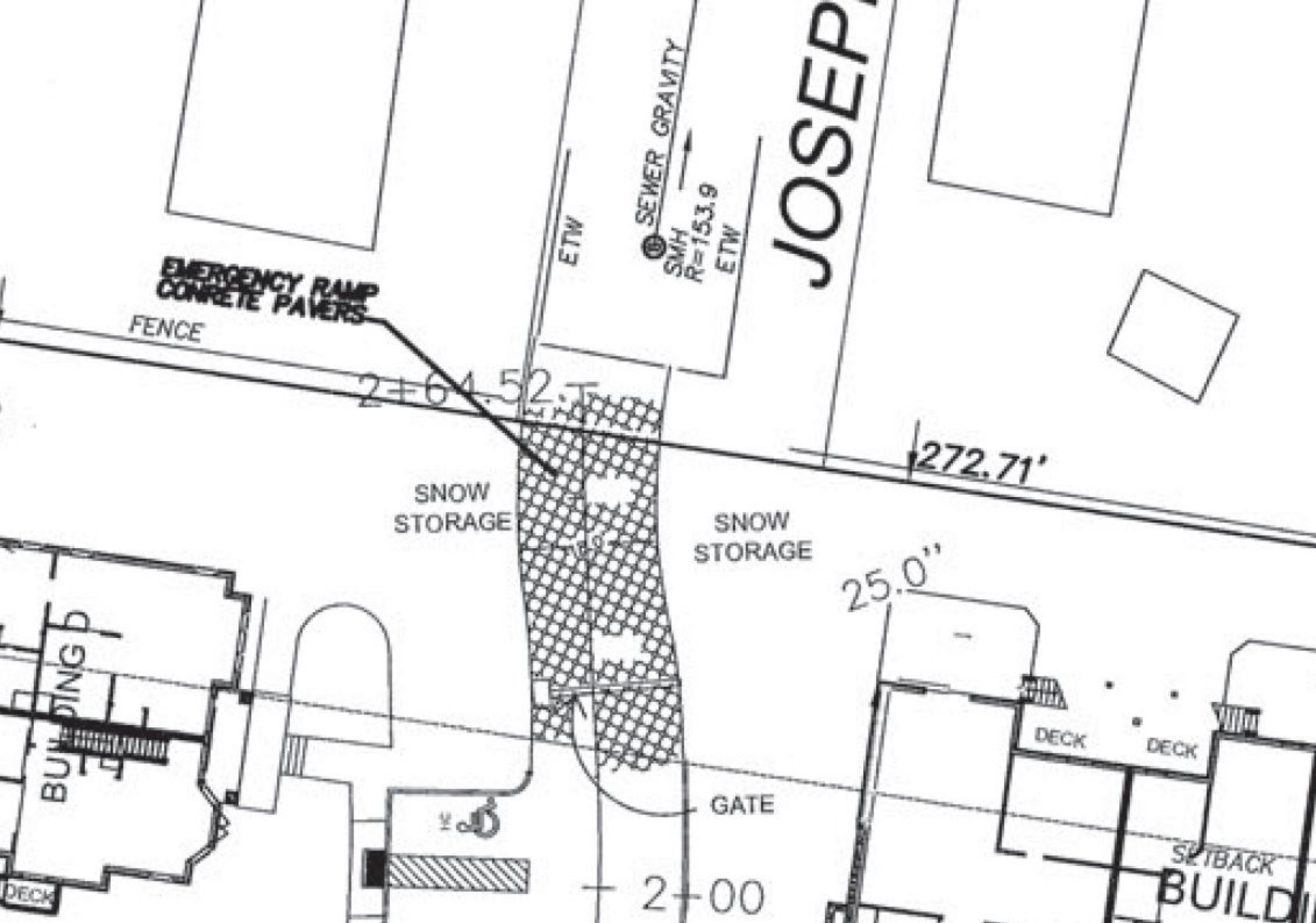
NOTES:

1. FINAL GATE DESIGN TO BE APPROVED. CONTRACTOR TO SUBMIT SHOP DRAWING TO THE ENGINEER.
2. GATE AND POST TO BE PAINTED WITH ZINC PRIMER. FINAL COAT TO BE SAFETY YELLOW.
3. GATE SHALL BE SECURED AT ALL TIMES. IN THE EVENT OF AN EMERGENCY THE GATE SHALL HAVE A RELEASE OR BREAKAWAY MECHANISM THAT WILL ALLOW VEHICLES UPON IMPACT TO ENTER AND EXIT THE PREMISES.(SEE DETAIL ON SHEET 6 OF 8)
4. GATE STOP SHALL MEET THE SPECIFICATIONS OF THE GATE POSTS IN THIS DETAIL AND SHALL INCLUDE A "CATCH" MECHANISM TO SECURE THE GATE WHEN FULLY OPENED. THE CATCH MECHANISM SHALL BE A STANDARD GALVANIZED STEEL GRAVITY LATCH OR EQUAL.

EMERGENCY ACCESS ROAD GATE DETAIL

NOT TO SCALE





EMERGENCY RAMP
CONCRETE PAVERS

FENCE

2 ± 64.52

SNOW STORAGE

SNOW STORAGE

272.71'

25.0"

GATE

2-00

BUILDING

DECK

DECK

SETBACK BUILDING

JOSEPH

SEWER GRAVITY
SMH
R=153.9

ETW

ETW

Gates to match existing fence

