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Agreement with Town
Re: Merriam Street Project
For Housing for Elderly

110-7713 1146 153E**1200

This Agreement made this 9th day of May, 1977 between the Town of Weston, Massachusetts and Weston Community Housing, Inc., a Massachusetts Corporation organized under General Laws Chapter 180, hereafter referred to as W.C.H.;

Whereas pursuant to legislation enacted by the General Court of the Commonwealth of Massachusetts, the Town of Weston has authorized the Selectmen to convey a certain parcel of land on Merriam Street in said Weston comprising fifteen and fifty-one hundredths (15.51) acres, all as shown on a "Plan of land in Weston to be conveyed to Weston Community Housing, Inc." dated April, 1977, Roland H. Barnes & Company Registered Surveyors, ^{RECORDED HERE WITH} for the sum of one hundred dollars (\$100) for the purpose of erecting housing for the elderly;

Now therefore in consideration of said conveyance it is hereby agreed as follows:

1. Weston Community Housing, Inc. agrees to build a minimum of twenty (20) but not more than thirty (30) one and two bedroom units especially designed for elderly persons and suited to the 15 1/2 acre site on Merriam Street at least twenty (20) units of which shall be commenced within two (2) years from the date of receipt of site plan approval, all in accordance with a site plan as approved by the Board of Appeals under Zoning By-Law sec. VIII D. Said site plan approval shall be applied for within one (1) year of the date of the execution of this Agreement. Upon failure for any reason to apply for such site plan approval or to begin said project within two (2) years after site plan approval has been received, W.C.H. at the request of the Town will re-convey said land to the Town for one hundred dollars (\$100).

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SEE PLAN IN RECORD BOOK 13186 PAGE 242

2. W.C.H. agrees not to proceed with construction until the architectural design features of the plan have been approved in writing by the Selectmen or an Architectural Design Review Committee appointed by the Selectmen for this purpose, and then only in accordance with the approved design or any modifications so approved.
3. Monthly rents to be charged to tenants by W.C.H. will be the minimum necessary to cover mortgage interest, heat, utilities, reasonable management expense, maintenance costs and insurance, taxes and/or payments in lieu of taxes. Selectmen shall have right to review actual operating costs; on thirty (30) day notice W.C.H. will produce for examination by the Selectmen all records concerning such costs.
4. Tenants may be evicted by W.C.H. for: (1) non payment of rent upon four (4) months notice in writing to the tenant, of which a copy shall be sent to the Selectmen; and (2) inability to care for the tenant's apartment because of physical or mental incapacity, in which case W.C.H. will cooperate with those responsible for the tenant to find and make a placement for the tenant in an appropriate nursing home or hospital.
5. Other charitable contributions will be solicited and used to provide related facilities and services especially designed to meet the physical, social and psychological needs of the tenants and to contribute to their health, security, happiness and usefulness, and to supplement the deposit or rent of any tenant unable to pay his or her share.
6. Tenants who vacate their apartment within eight (8) years of commencing their occupancy may have their deposit refunded, - less four percent (4%)

during the first month, and thereafter one percent (1%) per month during occupancy. In the event of death and upon vacating the apartment, the estate of the deceased tenant may request a refund on the same basis provided death occurs within three (3) years of date of initial tenancy.

7. Eligibility Standards. Single tenants and at least one of a married couple must be sixty years of age or older. However, the surviving spouse of a deceased tenant may continue to occupy the couple's apartment regardless of age. W.C.H. will follow the federal and state subsidy, eligibility rule that a person should not be expected to pay more than one-fourth (1/4) of his income as rent. Since \$425/month is the lowest current market rent available in Weston and vicinity for similar accommodations, a family (or widowed or single person) whose income is less than \$1700/month (or \$20,000 per year) (treating 10% of invested assets as income) will be considered eligible at this time - i.e. no one whose family income is over \$20,000 would be eligible.
8. Preference will be given, consistent with applicable law, to persons sixty-five (65) and over who are in greatest need of housing and are Weston residents, parents of Weston residents and former Weston residents being given every consideration.
9. After the first "generation" of tenants leave, deposits of second and third "generation" tenants will be used to reduce the mortgage on the premises until the mortgage is paid in full. The interest component of the rent will be reduced as the mortgage interest payment is reduced. When the mortgage is paid in full, deposits may be waived, or used to

improve the premises or build more units on some other site for other elderly persons in need of assistance.

10. W.C.H. agrees to maintain all buildings and premises at a high standard of tenantable condition throughout the life of this Agreement.
11. The Town will accept and W.C.H. will pay to the Town seventeen percent (17%) of the total rent collected by W.C.H. in lieu of taxes, which payment will be made in view of the charitable status of W.C.H.
12. This Agreement shall remain in full force and effect for a period of twenty (20) years and continue in effect from year to year thereafter, or for such period as the parties shall agree to, as long as the project is operated by a non-profit or charitable corporation for the benefit of persons sixty (60) years old and over who have low to moderate income as defined in Paragraph 5. If the project ceases to fulfill its purpose in accordance with the terms of this Agreement, or in the event of a breach of this Agreement by W.C.H., the property shall be re-conveyed to the Town, at its election, subject only to the balance due on any first mortgage then outstanding.
13. Compliance. In the event W.C.H. fails to carry out the terms and conditions of this Agreement, the Selectmen, on behalf of the Town, shall have the right to compel compliance with the Agreement by legal or equitable action; and, in the event W.C.H., or any successor in title, fails to use the premises for elderly housing, the Selectmen, on behalf of the Town, may demand and W.C.H., or successor, will convey to the Town, subject to any mortgage, the premises on Merriam Street, Weston, owned by W.C.H. or successor.

14. Foreclosure. It is anticipated that W.C.H. will mortgage the premises to finance the construction of the housing units to be rented to the elderly persons aforementioned. Should W.C.H., or any successor in title, default on such mortgage, or any other mortgage on the premises, the Town shall have the right, after default, by election of the Selectmen, to demand and receive conveyance of the premises subject to such mortgage and henceforth to make payment or otherwise satisfy such mortgage. At the time W.C.H. enters into the mentioned mortgage, the mortgagee shall agree to notify the Town of any default, shall agree to accept the Town as successor mortgagor and shall agree to withhold foreclosure for a period of six (6) months if the Town, by its Selectmen, exercises its right to take conveyance of the premises.
15. Amendment. In view of the fact that the figures set forth in this Agreement reflect prices, costs and rentals as of the spring of 1977, it is expected by the parties that such figures will change. The parties also recognize that the actual operation of the premises may expose conditions of the Agreement which will require alteration. Therefore, this Agreement may be changed, altered or modified at any time and from time to time by an amendment in writing executed by the Selectmen on behalf of the Town and a duly authorized officer or officers of W.C.H. or its successor corporation.

Executed this 9th day of May, 1977 and intended to take effect

as a sealed instrument.



TOWN OF WESTON

By Harold Hestnes Selectman
[Signature] Selectman
Jean B. Vernon Selectman

WESTON COMMUNITY HOUSING, INC.

By Victor C. Harrison President
 [Circular Seal: WESTON COMMUNITY HOUSING, INC. PRESIDENT VICTOR C. HARRISON 1976]

The Commonwealth of Massachusetts

Middlesex, ss.

May 9, 1977

Then personally appeared the above named Harold ~~S.~~ Hestnes
 and acknowledged the foregoing instrument to be the free act and
 deed of the said Town of Weston

before me

Florence E. Freeman
 Notary Public

My commission expires May 7, 1982

Commonwealth of Massachusetts

Middlesex, ss.

May 9, 1977

Then personally appeared the above named Victor C. Harnish and acknowledged the foregoing instrument to be the free act and deed of the said Weston Community Housing, Inc. before me

7/1-3-77
Notary Public

My commission expires

