

Comprehensive Permit Application

Murphy's Farm

231 Wheeler St.

Map 22, Blk 0, Lot 53*

Dracut, MA 01826

July 31, 2023

Submitted by:

The Homes at Murphy's Farm, LLC

18 Cassimere Street
Andover, MA 01810

* see full parcel list

**Town of Dracut Building Department Board of Appeals
Application for Hearing**

Name of Applicant: The Homes at Murphy' Farm, LLC

Applicant must be the Owner of the property. (If not, a letter from the owner required or the owner must be present at the Board of Appeals hearing.)

Address: 8 Cassimere Street, Andover, MA 01810

Location of property: 231 Wheeler St. Map 55, Block 0, Lot 53, see attached parcel list

Current owner of land and date of purchase: O'Brien Homes, Inc. 11/08/2017

Nature of Application: Comprehensive Permit, Chapter 40B.

(State reason for application) To develop the site per the application under M.G.L 40B, Section 20 through 23.

Attachments Required:

Twenty-four (24) Copies of plot plans, showing locus plan and table of dimensional requirements

Two (2) Applications (original signatures)

One (1) Abutters list from Board of Assessors (with 1 set of stamped envelopes from abutters list)

One (1) Deed

One (1) \$500 filing fee

I hereby request a hearing before the Board of Appeals with reference to the above nature of application. I further attest that I have been made aware of the "Rules and Regulations for the Board of Appeals of Dracut" and that a copy of it is in the Building Inspector's office. Applicants are strongly urged to obtain and read a copy of the above regulations as well as the Zoning By-Laws for the Town of Dracut and MA General Laws, Chapter 40B.

Signed: /s/ Kevin O'Brien, Manager

Date: July 31, 2023

Address: 18 Cassimere Street, Andover, MA 01810 **Phone:** 978-475-4488

**COMPREHENSIVE PERMIT APPLICATION - MURPHY'S FARM
PROJECT PARCELS**

<u>Address</u>	<u>Owner</u>	<u>Acct#</u>	<u>Map</u>	<u>Block</u>	<u>Lot</u>	<u>PID</u>
231 WHEELER ST	O'BRIEN HOMES, INC.	597104	22		53	2449
15 MURPHY WY	O'BRIEN HOMES, INC.	39531	39	53	1	104335
21 MURPHY WY	O'BRIEN HOMES, INC.	39532	39	53	2	104336
25 MURPHY WY	O'BRIEN HOMES, INC.	39533	39	53	3	104337
28 MURPHY WY	O'BRIEN HOMES, INC.	39534	39	53	4	104338
22 MURPHY WY	O'BRIEN HOMES, INC.	39535	39	53	5	104339
16 MURPHY WY	O'BRIEN HOMES, INC.	39536	39	53	6	104340
10 MURPHY WY	O'BRIEN HOMES, INC.	39537	39	53	7	104341
4 MURPHY WY	O'BRIEN HOMES, INC.	39538	39	53	8	104342
9 MURPHY WY	O'BRIEN HOMES, INC.	395322	39	53	22	104343
5 MURPHY WY	O'BRIEN HOMES, INC.	395321	39	53	21	104344
34 ELIZABETH DR	O'BRIEN HOMES, INC.	395310	39	53	10	104345
29 ELIZABETH DR	O'BRIEN HOMES, INC.	395311	39	53	11	104346
40 ELIZABETH DR	O'BRIEN HOMES, INC.	39539	39	53	9	104347
35 ELIZABETH DR	O'BRIEN HOMES, INC.	395312	39	53	12	104348
41 ELIZABETH DR	O'BRIEN HOMES, INC.	395313	39	53	13	104349
47 ELIZABETH DR	O'BRIEN HOMES, INC.	395314	39	53	14	104350
53 ELIZABETH DR	O'BRIEN HOMES, INC.	395315	39	53	15	104351
59 ELIZABETH DR	O'BRIEN HOMES, INC.	395316	39	53	16	104352
64 ELIZABETH DR	O'BRIEN HOMES, INC.	395317	39	53	17	104353
65 ELIZABETH DR	O'BRIEN HOMES, INC.	395324	39	53	24	104354
70 ELIZABETH DR	O'BRIEN HOMES, INC.	395323	39	53	23	104355
58 ELIZABETH DR	O'BRIEN HOMES, INC.	395813	39	53	18	104356
52 ELIZABETH DR	O'BRIEN HOMES, INC.	395319	39	53	19	104357
46 ELIZABETH DR	O'BRIEN HOMES, INC.	395320	39	53	20	104358

JOHNSON & BORENSTEIN, LLC

ATTORNEYS AT LAW

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Paralegals
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Lianne Patenaude
Ellen M. Melvin
Tina M. Wilson

July 28, 2023

Zoning Board of Appeals
Town of Dracut
c/o R. Scott Mallory, Chair
62 Arlington Street
Dracut, MA 01826

Re: Property – 231 Wheeler Street, Dracut, Massachusetts
Project – The Homes at Murphy's Farm 40B
Owner – O'Brien Homes, Inc.
Applicant – The Homes at Murphy's Farm, LLC

List of Requested Waivers of Local Restrictions

Dear Zoning Board of Appeals,

I have been retained by The Homes at Murphy's Farm, LLC ("Applicant") in connection with its application for a Comprehensive Permit ("Application")¹ to approve its proposed residential development of land ("Project") located in the Town's Residential 1 Zoning District ("R-1 District") at 231 Wheeler Street ("Property").² In this context, I write this letter to provide the Board with a list of the waivers from local restrictions requested by the Applicant and that may be required from the Board to complete the Project as proposed.

- 1) To the extent any of the Site Plan Review provisions of the Zoning By-Law (i.e., §§ 1.16.30 – 1.16.43) or any of the provisions of the Planning Board's Rules and Regulations Governing the Granting of Site Plan Review could be interpreted to prohibit or require any alterations to

¹ The Application is herewith submitted to the Board under Mass. Gen. Laws ch. 40B, §§ 20-23 (the "Comprehensive Permit Act").

² The overwhelming majority of the Project is proposed to be located within Dracut; however, the Property appears to straddle the Dracut/Methuen line, and a small portion of the Property appears to be located in Methuen, which will be the subject of a separate Comprehensive Permit Application. Specifically, Applicant proposes to access a small part of the Project situated in Dracut via frontage on Wheeler Street that appears to be in Methuen.

Applicant's Project, as proposed, including, but not limited to, alterations to planned lighting, landscaping, parking, access, screening, or grading, Applicant requests a waiver from the requirements of the same.

- 2) To the extent any of the purpose or general provisions of the Zoning By-Law, including, but not limited to, §§ 1.17.30-1.17.50, could be interpreted to prohibit or require any alterations to Applicant's Project, as proposed, Applicant requests a waiver from the requirements of the same.
- 3) Under § 2.11.30 (Table of Permitted Uses) of the Zoning By-Law, it appears that multi-family dwellings are prohibited in the R-1 District. Via the Project, Applicant proposes to construct numerous multi-family dwellings on the Property. As such, to the extent necessary, Applicant requests a waiver from the requirements of said § 2.11.30.
- 4) To the extent § 2.11.42 of the Zoning By-Law could be interpreted to prohibit or require any alterations to Applicant's Project, as proposed, including, but not limited to, alteration or removal of any of the proposed building types (i.e., duplex structures), Applicant requests a waiver from the requirements of the same.
- 5) To the extent any of the Dimensional Requirements of the Zoning By-Law (i.e., §§ 2.12.00 – 2.12.50) could be interpreted to prohibit or require any alterations to Applicant's Project (i.e., alterations to proposed building height), Applicant hereby requests a waiver from the requirements of the same.
- 6) To the extent any provisions of the Zoning By-Law concerning any overlay districts (i.e., §§ 2.13, 2.14, 2.17, 4.16, and 4.17) could be interpreted to prohibit or require any alterations to Applicant's Project, Applicant requests a waiver from the requirements of the same.
- 7) To the extent Applicant's Project, as proposed, could be determined noncompliant with any of the provisions of §§ 3.10.23, 3.10.24, 3.10.41, 3.10.42, 3.10.46, 3.10.47, 3.10.48, or 3.10.49 of the Zoning By-Law, governing the number and design of required parking spaces for the Project, Applicant requests a waiver from the requirements of the same.
- 8) To the extent § 3.12.50 of the Zoning By-Law or Chapter 13, § 2 of the Town By-Laws could be interpreted to prohibit, limit, or condition any of Applicant's proposed removal of sod, loam, soil, clay, sand, gravel, or stone, Applicant requests a waiver from the requirements of the same.
- 9) To the extent Applicant's Project, as proposed, could be determined noncompliant with any of the provisions of §§ 3.12.72, 3.12.73, 3.12.74, or 3.12.77 of the Zoning By-Law, governing site preparation, site maintenance, screening and access, and site restoration, Applicant requests a waiver from the requirements of the same.

- 10) To the extent Applicant's Project, as proposed, could be determined noncompliant with any of the grading provisions of the Zoning By-Law (i.e., § 3.14.7), Applicant requests a waiver from the requirements of the same.
- 11) To the extent Applicant's Project, as proposed, could be determined noncompliant with any of the environmental standards of the Zoning By-Law (i.e., § 3.15), Applicant requests a waiver from the requirements of the same.
- 12) To the extent Applicant's Project, as proposed, could be determined noncompliant with any of the criteria for multi-family dwellings located at § 4.12 of the Zoning By-Law, Applicant requests, to the extent necessary, a waiver from the requirements of the same.
- 13) To the extent Applicant's Project, as proposed, could be determined noncompliant with any of the provisions of the local Fire Hydrant Regulations, Applicant requests a waiver from the requirements of the same.
- 14) To the extent Applicant's Project, as proposed, could be determined noncompliant with any of the provisions of the local Water Mains and Service Installation Requirements, Applicant requests a waiver from the requirements of the same.
- 15) To the extent § 3.3 of the Planning Board's Rules and Regulations Governing the Subdivision of Land could be interpreted to prohibit or condition the erection of more than one dwelling structure on the Property, Applicant requests a waiver from the requirements of the same.
- 16) To the extent any provisions of the Planning Board's Rules and Regulations Governing the Subdivision of Land could be interpreted to apply to the Project and prohibit the Project or require any alteration to the Project, as proposed, Applicant requests a waiver from the requirements of the same.
- 17) To the extent Chapter 8 of the Town By-Laws or the related provisions of the Planning Board's Rules and Regulations Governing the Subdivision of Land could be interpreted to prohibit, limit, or condition the Town's acceptance of the Project ways following completion of the Project, as proposed, Applicant requests a waiver from the requirements of the same.
- 18) To the extent Applicant's Project, as proposed, could be determined noncompliant with Chapter 13, § 15(2) of the Town By-Laws, governing fire lanes, Applicant requests a waiver from the requirements of the same.
- 19) To the extent Applicant's Project, as proposed, could be determined noncompliant with any of the provisions of Chapter 14 of the Town By-Laws (i.e., the "Sewer Use Regulations"), including, but not limited to, Article III, § 4, requiring separate building sewers, and Article III, §§ 6 & 9 governing methods of construction, Applicant requests a waiver from the requirements of the same.

- 20) To the extent Applicant's Project, as proposed, could be determined noncompliant with any of the provisions of Chapter 18 of the Town By-Laws (i.e., the "Wetlands Protection By-Law"), including, but not limited to, §2, governing alteration within 50-foot buffer zone to wetlands resource area, Applicant requests a waiver from the requirements of the same.
- 21) To the extent Applicant's Project, as proposed, could be determined noncompliant with any of the provisions of Chapter 24 of the Town By-Laws (i.e., the "Stormwater and Erosion Control By-Law") or the Town's Stormwater Management Rules and Regulations (i.e., the "Stormwater Regulations"), including, but not limited to, § 7(B) of the Stormwater Regulations, governing content of stormwater management plans, §§ 5(C), 7(C), 7(D), and 7(G) of the Stormwater Regulations, governing stormwater management performance and design standards, § 8(D), governing content of erosion and sedimentation control plans, § 8(E), governing erosion control design standards, and § 9(B), governing content of operation and maintenance plans, Applicant requests a waiver from the requirements of the same.
- 22) To the extent Applicant's Project, as proposed, could be determined noncompliant with any of the provisions of Chapter 27 of the Town By-Laws (i.e., the "Stretch Energy Code"), Applicant requests a waiver from the requirements of the same.
- 23) To the extent any Town law, regulation, or policy applicable to the Project – including Special Acts of the Legislature – establishes any individual permitting process including, but not limited to, additional documentation submission, notice and hearing requirements, fee requirements, consultant requirements, waiver requirements, and project security/lien requirements, Applicant requests a waiver from the requirements of the same.
- 24) To the extent any Town law, regulation, or policy applicable to the Project – including Special Acts of the Legislature – could be interpreted to impose a completion date upon the construction of the Project, Applicant requests a waiver from the requirements of the same.
- 25) To the extent Applicant's Project, as proposed, could be determined noncompliant with any Town law, regulation, or policy – including Special Acts of the Legislature – Applicant requests waivers from the requirements of the same.

Please accept this letter as the Applicant's proposed list of waivers for the Project. Thank you for your consideration.

Very truly yours,
JOHNSON & BORENSTEIN, LLC

/s/ *DONALD F. BORENSTEIN*
Donald Borenstein
Cc: The Homes at Murphy's Farm, LLC

COMPREHENSIVE PERMIT APPLICATION

MURPHY'S FARM

**231 Wheeler Street
Dracut, MA 01862**

APPLICATION EXHIBITS

1. PROJECT ELIGIBILITY/SITE APPROVAL DETERMINATION LETTER
2. SITE CONTROL DOCUMENTATION
3. BY-RIGHT DEVELOPMENT PLANS
4. SITE INFORMATION
5. EXISTING CONDITIONS PLAN
6. PRELIMINARY SITE DEVELOPMENT & ARCHITECTURAL PLANS
7. DEVELOPMENT TEAM
8. ABUTTERS LIST

Comprehensive Permit Application

Murphy's Farm

Exhibit 1 – Project Eligibility/Site Approval Determination



Massachusetts Housing Finance Agency
One Beacon Street Boston, MA 02108

Tel: 617-854-1000 Relay 711
Fax: 617-854-1091 www.masshousing.com

July 5, 2023

O'Brien Homes, Inc.
18 Cassimere Street
Andover, MA 01810
Attention: Kevin O'Brien

**Re: Murphy's Farm, Dracut
Project Eligibility/Site Approval
MassHousing ID No. 1171**

Dear Mr. O'Brien:

This letter is in response to your application as "Applicant" for a determination of Project Eligibility ("Site Approval") pursuant to Massachusetts General Laws Chapter 40B ("Chapter 40B"), 760 CMR 56.00 (the "Regulations") and the Comprehensive Permit Guidelines issued by the Department of Housing and Community Development ("DHCD") (the "Guidelines" and, collectively with Chapter 40B and the Regulations, the "Comprehensive Permit Rules"), under the New England Fund ("NEF") Program ("the Program") of the Federal Home Loan Bank of Boston ("FHLBank Boston").

O'Brien Homes, Inc. submitted an application with MassHousing pursuant to Chapter 40B. You have proposed to build three hundred (300) units of rental housing (the "Project") on approximately 50 acres of land located at 5 Poppy Lane (the "Site") in Dracut & Methuen (the "Municipalities").

In accordance with the Comprehensive Permit Rules, this letter is intended to be a written determination of Project Eligibility by MassHousing acting as Subsidizing Agency under the Guidelines, including Part V thereof, "Housing Programs In Which Funding Is Provided By Other Than A State Agency."

MassHousing has performed an on-site inspection of the Site, which local boards and officials were invited to attend, and has reviewed the pertinent information for the Project submitted by the Applicant, the Municipality and others in accordance with the Comprehensive Permit Rules.

Municipal Comments from Dracut

Pursuant to the Regulations, the Town of Dracut was given a thirty (30) day period in which to review the Site Approval application and submit comments to MassHousing. The Dracut Community Development Director submitted a letter expressing several concerns raised by local officials. The comments identified the following areas of concern:

- The Municipality requests that the Applicant provide a comprehensive traffic study to review impacts to area roadways. Road capacity, sight lines, snow conditions and other safety issues

should be considered. Dangerous intersections already exist where Wheeler Road and Wheeler Street meet and where Wheeler Street ends at Route 113 in Methuen. Improved configurations and signalization may be needed at these locations.

- The Municipality notes that the Site includes and abuts a number of valuable wetland and conservation areas. In particular, a portion of the proposed Project is within the 100-foot buffer of the wetland system associated with Cherry Brook. The Applicant will be required to file a Notice of Intent with the Conservation Commission.
- The Municipality expressed concern about potential drainage and stormwater management impacts on abutting properties.
- The Municipality states that the proposal is significantly denser than the surrounding neighborhood which could negatively impact the character of the area. Further, the Municipality believes the Applicant's proposal to include 4-bedroom homes should be readdressed to more thoughtfully fit into the surrounding context.

Municipal Comments from Methuen

Pursuant to the Regulations, The City of Methuen was given a thirty (30) day period in which to review the Site Approval application and submit comments to MassHousing. The Director of Economic & Community Development submitted a letter expressing several concerns raised by local officials. The comments identified the following areas of concern:

- The Municipality expressed concern regarding the significant impact that this Project will have in Methuen regarding increased traffic, pedestrian/public safety, wetlands protection, stormwater management, and road wear and tear.
- The Municipality states the proposed development design exploits nearly all of the site for development and fails to protect and/or restore any of the environmentally sensitive lands or wetlands and water resources presently existing on the site.
- The Municipality is concerned that the Applicant has not identified or provided any appreciable amount of undeveloped space for the creation or preservation of any open space or passive recreational facilities in either the Methuen or Dracut.

Additional Comments

- State Senator Edward Kennedy provided a letter dated April 4, 2023, expressing concerns about the potential impacts of the Project on area traffic, wetlands, schools, and the adjacent neighborhoods.

Comments Outside of the Findings

While Comprehensive Permit Rules require MassHousing, acting as Subsidizing Agency under the Guidelines, to "accept written comments from Local Boards and other interested parties" and to "consider any such comments prior to issuing a determination of Project Eligibility," they also limit MassHousing to specific findings outlined in 760 CMR 56.04(1) and (4). The following comments were submitted to MassHousing identifying issues that are not within the scope of our review:

- The Town of Dracut is concerned about potential school related costs and the need to rapidly and dramatically expand the capacity of many town services including Police and Fire capacity.

MassHousing carefully considered the Municipality's concerns and, to the extent appropriate within the context of the Site Approval process, has offered responses in the following "Recommendations" section of this letter.

MassHousing Determination and Recommendation

MassHousing staff has determined that the Project appears generally eligible under the requirements of the Program, subject to final review of eligibility and to Final Approval.¹ As a result of our review, we have made the findings as required pursuant to 760 CMR 56.04(1) and (4). Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto. It is important to note that Comprehensive Permit Rules limit MassHousing to these specific findings in order to determine Project Eligibility. If, as here, MassHousing issues a determination of Project Eligibility, the Applicant may apply to the Zoning Board of Appeals ("ZBA") for a comprehensive permit. At that time local boards, officials and members of the public are provided the opportunity to further review the Project to ensure compliance with applicable state and local standards and regulations.

Based on MassHousing's site and design review, and considering feedback received from the Municipality, the following issues should be addressed in the application to the ZBA, and the Applicant should be prepared to explore them more fully during the public hearing process:

- Development of this Site will require compliance with all state and federal environmental laws, regulations and standards applicable to existing conditions and to the proposed use related to building construction, stormwater management, wastewater collection and treatment, and hazardous waste safety. The Applicant should expect that the Municipality will require evidence of such compliance prior to the issuance of a building permit for the Project.
- The Applicant should be prepared to provide a detailed traffic study assessing potential impacts of the Project on area roadways, including traffic volumes, crash rates, and the safety and level of service (LOS) of area intersections, and identifying appropriate traffic mitigation in compliance with all applicable state and local requirements governing site design.
- The traffic study or other professional site design process should address proposed on-site circulation and parking to ensure compliance with public safety standards and good design practice relative to drive-aisle widths, turning radii and sight distances along the Site drive and the parking areas through which it passes. The Applicant should be prepared to address concerns about provisions for safe pedestrian access and pedestrian/vehicular separation within the Site.
- A landscape plan should be provided to address Municipal comments concerning open space elements, including a detailed planting plan as well as paving, lighting and signage details.

¹ MassHousing has relied on the Applicant to provide truthful and complete information with respect to this approval. If at any point prior to the issuance of a comprehensive permit MassHousing determines that the Applicant has failed to disclose any information pertinent to the findings set forth in 760 CMR 56.04 or information requested in the Certification and Acknowledgment of the Application, MassHousing retains the right to rescind this Site Approval letter.

- The Applicant is encouraged to work with its design team to address concerns related to pedestrian circulation, open space elements and providing safe connections to existing sidewalks.

MassHousing has also reviewed the application for compliance within the requirements of 760 CMR 56.04(2) relative to Application requirements and has determined that the material provided by the Applicant is sufficient to show compliance.

This Site Approval is expressly limited to the development of no more than three hundred (300) rental units under the terms of the Program, of which not less than seventy-five (75) of such units shall be restricted as affordable for low- or moderate-income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of financing and does not constitute a site plan or building design approval. Should you consider, prior to obtaining a comprehensive permit, the use of any other housing subsidy program, the construction of additional units or a reduction in the size of the Site, you may be required to submit a new Site Approval application for review by MassHousing. Should you consider a change in tenure type or a change in building type or height, you may be required to submit a new site approval application for review by MassHousing.

For guidance on the comprehensive permit review process, you are advised to consult the Guidelines. Further, we urge you to review carefully with legal counsel the M.G.L. c.40B Comprehensive Permit Regulations at 760 CMR 56.00.

This approval will be effective for a period of two (2) years from the date of this letter. Should the Applicant not apply for a comprehensive permit within this period this letter shall be considered to be expired and no longer in effect unless MassHousing extends the effective period of this letter in writing. In addition, the Applicant is required to notify MassHousing at the following times throughout this two-year period: (1) when the Applicant applies to the local ZBA for a Comprehensive Permit, (2) when the ZBA issues a decision and (3) if applicable, when any appeals are filed.

Should a comprehensive permit be issued, please note that prior to (i) commencement of construction of the Project or (ii) issuance of a building permit, the Applicant is required to submit to MassHousing a request for Final Approval of the Project (as it may have been amended) in accordance with the Comprehensive Permit Rules (see especially 760 CMR 56.04(07) and the Guidelines including, without limitation, Part III thereof concerning Affirmative Fair Housing Marketing and Resident Selection). Final Approval will not be issued unless MassHousing is able to make the same findings at the time of issuing Final Approval as required at Site Approval.

Please note that MassHousing may not issue Final Approval if the Comprehensive Permit contains any conditions that are inconsistent with the regulatory requirements of the New England Fund Program of the FHLBank Boston, for which MassHousing serves as Subsidizing Agency, as reflected in the applicable regulatory documents. In the interest of providing for an efficient review process and in order to avoid the potential lapse of certain appeal rights, the Applicant may wish to submit a “final draft” of the Comprehensive Permit to MassHousing for review. Applicants who avail themselves of this opportunity may avoid significant procedural delays that can result from the need to seek modification of the Comprehensive Permit after its initial issuance.

If you have any questions concerning this letter, please contact Michael Busby at (617) 854-1219.

Sincerely,


Colin M. McNiece
General Counsel

cc: cc: Jennifer Maddox, Undersecretary, Executive Office of Housing and Livable Communities
The Honorable Neil Perry
The Honorable Pavel Payano
The Honorable Edward J. Kennedy
The Honorable Colleen M. Garry
The Honorable Ryan M. Hamilton
The Honorable Francisco E. Paulino
The Honorable Estela A. Reyes
Alison Genest, Chair, Dracut Board of Selectmen

Attachment 1

760 CMR 56.04 Project Eligibility: Other Responsibilities of Subsidizing Agency Section (4) Findings and Determinations

Murphy's Farm, Project #1171

MassHousing hereby makes the following findings, based upon its review of the application, and taking into account information received during the site visit and from written comments:

(a) that the proposed Project appears generally eligible under the requirements of the housing subsidy program, subject to final approval under 760 CMR 56.04(7);

The Project is eligible under the NEF housing subsidy program and at least 25% of the units will be available to households earning at or below 80% of the Area Median Income, adjusted for household size, as published by the U.S. Department of Housing and Urban Development ("HUD"). The most recent HUD income limits indicate that 80% of the current median income for a four-person household in Dracut and Methuen is \$89,400. Proposed rent levels of \$1,832 for a four-bedroom affordable unit accurately reflect current affordable rent levels for the Lowell HMFA under the NEF Program.

The Applicant submitted a letter of financial interest from Haverhill Bank, a member bank of the FHLBank Boston under the NEF Program.

(b) that the site of the proposed Project is generally appropriate for residential development, taking into consideration information provided by the Municipality or other parties regarding municipal actions previously taken to meet affordable housing needs, such as inclusionary zoning, multifamily districts adopted under c.40A, and overlay districts adopted under c.40R, (such finding, with supporting reasoning, to be set forth in reasonable detail);

Based on a site inspection by MassHousing staff, internal discussions, and a thorough review of the application, MassHousing finds that the Site is suitable for residential use and development and that such use would be compatible with surrounding uses and would address the local need for housing.

Section IV-A (3) (a) of the Guidelines provide guidance to Subsidizing Agencies for evaluating a municipality's actions intended to meet affordable housing needs. MassHousing carefully reviewed the information provided by the Municipality describing previous municipal actions intended to provide affordable housing. Specific examples undertaken by the Town of Dracut include:

- Drafting a Zoning Bylaw that will create additional opportunities for affordable housing development in designated areas. This process is recommended in the Town of Dracut's Housing Production Plan and Master Plan documents.
- The Centre School has been sold to Coalition for a Better Acre to create 9 units of Affordable housing for veterans. Town Meeting voters approved \$680,500 of housing reserve and \$530,500 of historic reserve for this project. Construction on this project is complete and a ribbon cutting was held over the summer.

- 144 Greenmont Ave./1530 Bridge St. is a 17+ acre site under lease agreement to Common Ground to create 56 units, all affordable, for residents over 62 years of age. Town Meeting voters have approved borrowing of \$3 million in support of this project, nearly a million dollars to purchase the land and the Town has received a MassWORKS grant of \$650,000 for design and construction.

MassHousing commends the Town's progress towards creating a range of diverse housing options to meet its affordable housing needs. According to DHCD's Chapter 40B Subsidized Housing Inventory, updated through April 26, 2023, Dracut has 606 (SHI) units (5.35% of its housing inventory), which is 526 units below the statutory minima requirement of 10%.

According to DHCD's Chapter 40B Subsidized Housing Inventory, updated through April 26, 2023, Methuen has 1,982 (SHI) units (10.85% of its housing inventory), which exceeds the statutory minima requirement of 10%.

(c) that the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns (such finding, with supporting reasoning, to be set forth in reasonable detail);

Relationship to Adjacent Building Typology (Including building massing, site arrangement, and architectural details):

The Applicant proposes 45 residential buildings, with a mix of four-bedroom flats and townhouses along with two clubhouses for community use and ten covered pavilion structures. Proposed buildings are designed to offer green common spaces between them for community recreation. Three different types of buildings will give the feeling of an organically evolved community. The smaller scale duplex building will allow a seamless transition from the nearby existing single-family homes, while the larger buildings will be located near open farmlands, wetland buffers and the quarry south of the property. The architectural style of all proposed building types is based on traditional, vernacular New England residential architecture. The buildings will be clad in a mixture of clapboards and shingles and feature divided lite windows. Traditional classical details and decorative moldings are used for exterior building trim and porch elements.

Relationship to adjacent streets/Integration into existing development patterns

The site is located in the East Dracut section of Dracut. The neighborhood is bounded by Pelham, NH town line to the north, Methuen town line to the east, the Merrimack River to the south, and Jones Ave & Parker Road to the west. The area is suburban in nature. Within the immediate area of the subject property, transportation access helps define the character of its development. Major travel and commuter routes within the area of the subject property include Wheeler Road and Wheeler Street. The property is about five miles to the north and east of the Lowell MBTA commuter rail station and five miles to the north and west of the Andover MBTA Commuter rail station. Access to the area is considered average. There appear to be adequate lines of sight for vehicles entering and exiting the proposed Site. The proximity to existing residential uses on adjacent streets underlies the appropriateness of the proposed Project within the existing context.

Density

The Applicant proposes to build three hundred (300) rental units on approximately 45 acres of buildable land. The resulting density is 6.6 units per buildable acre, which is acceptable given the proposed housing type.

Conceptual Site Plan

The site will be accessed through two existing neighborhood roadways. These existing neighborhoods are comprised of single-family homes of similar design, style, and height (2 ½ stories) to the proposed homes. A small portion of the proposed buildings will be adjacent to the backyards of one of the existing neighborhoods. A network of meandering walking paths will connect the residences with recreational spaces, while the pavilions scattered throughout the site provide residents with shade and outdoor seating.

Environmental Resources

The property does not contain any area of critical concern or areas of estimated or priority habitat of rare species, wildlife or vernal pools.

Topography

The site is irregular in shape and considered rolling. The topographic features of the site have been considered in relationship to the proposed development plans and do not constitute an impediment to development of the Site.

(d) that the proposed Project appears financially feasible within the housing market in which it will be situated (based on comparable rentals or sales figures);

According to the appraisal report for the Site, Dracut's residential market appears stable and strong, with an overall upward trajectory in sales volume and prices in the last decade. MassHousing's Appraisal and Marketing team (A&M) performed a Competitive Market Analysis and found that proposed market rents for each unit type fall within the range of adjusted comparable market rents.

(e) that an initial pro forma has been reviewed, including a land valuation determination consistent with the Department's Guidelines, and the Project appears financially feasible and consistent with the Department's Guidelines for Cost Examination and Limitations on Profits and Distributions (if applicable) on the basis of estimated development costs;

MassHousing has commissioned an as "As-Is" appraisal which indicates a land valuation of \$3,600,000. Based on a proposed investment of \$150,303,004 in equity and permanent financing the development pro forma appears to be financially feasible and within the limitations on profits and distributions.

(f) that the Applicant is a public agency, a non-profit organization, or a Limited Dividend Organization, and it meets the general eligibility standards of the housing program; and

MassHousing finds that the Applicant must be organized as a Limited Dividend Organization. MassHousing sees no reason this requirement could not be met given information reviewed to date. The Applicant meets the general eligibility standards of the NEF housing subsidy program and has executed an Acknowledgment of Obligations to restrict their profits in accordance with the applicable limited dividend provisions.

(g) that the Applicant controls the site, based on evidence that the Applicant or a related entity owns the site or holds an option or contract to acquire such interest in the site, or has such other interest in the site as is deemed by the Subsidizing Agency to be sufficient to control the site.

A related entity to the Applicant controls the entire 50+/- acre Site through a Purchase and Sale Agreement between O'Brien Homes, Inc. and The Homes at Murphy's Farm, LLC. A Purchase and Sale Agreement was dated September 16, 2022, and recorded with the Middlesex North Registry of Deeds in Book 31624 at page 254.

**Comprehensive Permit Site Approval Application
Murphy's Farm**

Exhibit 2 –Site Control Documentation

3



2017 00050080
Bk: 31624 Pg: 254 Page: 1 of 3
Recorded: 11/08/2017 12:55 PM

MASSACHUSETTS EXCISE TAX
Middlesex North ROD #14 001
Date: 11/08/2017 12:55 PM
Ctrl# 074974 25092 Doc# 00050080
Fee: \$5,700.00 cons: \$1,250,000.00

QUITCLAIM DEED

I, M. ARLINE MURPHY, unmarried of Dracut, Middlesex County, Massachusetts, for consideration paid, and in full consideration of ONE MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 (\$1,250,000.00) DOLLARS grant to O'BRIEN HOMES, INC., a Massachusetts corporation, having a mailing address of 18 Cassimere Street, Andover, Massachusetts,

With QUITCLAIM COVENANTS,

The land in said Dracut, with the buildings thereon, situated on the westerly side of Wheeler Street, so called, being a street running in a northerly and southerly direction along the easterly edge of the Town of Dracut adjacent to the Town of Methuen: beginning at a stone on the westerly side of said street at land of now or formerly of Asadore and thence running westerly by land now or formerly of said Asadore through the old house and barn thirty-nine (39) rods, nine (9) feet to a stone bound in the pasture; thence running southerly sixty (60) rods to a pine tree in the pasture; thence running westerly twenty-seven (27) rods to apple trees in the pasture; then southerly sixty-eight (68) rods, eleven (11) feet to a white oak tree on a ridge adjoining land of the Dracut Nickel Mine Company; thence southerly six (6) rods, 8 feet to an iron pin; thence westerly thirty-one (31) rods, fourteen (14) feet to a stone bound at land formerly of the Hildreth Heirs, now or formerly of one Hallie T. Taplin, all of said courses being by land now or formerly of said Asadore; thence running northerly by now or formerly of said Taplin land eighty-one (81) rods to a stone bound, thence forty seven (47) rods to corner of the wall at land formerly of Whittier Brothers; thence easterly by said Whittier Brothers' land and by land formerly of Charles Trull, now or formerly of Belmont H. Fox, forty-eight (48) rods, nine (9) feet; thence northerly by now or formerly of said Fox land forty-six (46) rods, twelve and one-half (12 1/2) feet to a corner at now or formerly of said Whittier Brothers land; thence easterly by now or formerly of said Whittier Brothers' land sixty-one (61) rods, nine and one-half (9 1/2) feet to said Wheeler Street; thence southerly by said Wheeler Street twenty-six (26) rods, five and one-half (5 1/2) feet to the point of beginning.

Containing fifty (50) acres, more or less, .

The property is also described as the land with the buildings thereon situated in Dracut, Middlesex County, Massachusetts and being shown as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Parcel Y, Parcel A Parcel X, and the fee in Murphy Way, Poppy Lane and Elizabeth Drive on a plan entitled "Definitive Subdivision Plan, Murphy's Farm, Dracut, Massachusetts", Prepared for: O'Brien Homes, Inc. Date: May 18, 2017, Rev: August 9, 2017, Scale 1"=40' Andover Consultants, Inc., 1 East River Place,

Methuen, Mass. 01844 and recorded with the Middlesex North District Registry of Deeds herewith.

Lot 1 contains 40,005 square feet, more or less, according to said plan.
Lot 2 contains 40,954 square feet, more or less, according to said plan.
Lot 3 contains 42,000 square feet, more or less, according to said plan.
Lot 4 contains 51,170 square feet, more or less, according to said plan.
Lot 5 contains 44,464 square feet, more or less, according to said plan
Lot 6 contains 44,136 square feet, more or less, according to said plan.
Lot 7 contains 45,200 square feet, more or less, according to said plan
Lot 8 contains 41,000 square feet, more or less, according to said plan.
Lot 9 contains 47,050 square feet, more or less, according to said plan.
Lot 10 contains 40,102 square feet, more or less, according to said plan.
Lot 11 contains 40,005 square feet, more or less, according to said plan.
Lot 12 contains 40,005 square feet, more or less, according to said plan.
Lot 13 contains 40,005 square feet, more or less, according to said plan.
Lot 14 contains 45,465 square feet, more or less, according to said plan.
Lot 15 contains 70,483 square feet, more or less, according to said plan.
Lot 16 contains 60,797 square feet, more or less, according to said plan.
Lot 17 contains 53,937 square feet, more or less, according to said plan.
Lot 18 contains 44,062 square feet, more or less, according to said plan.
Lot 19 contains 42,310 square feet, more or less, according to said plan.
Lot 20 contains 49,943 square feet, more or less, according to said plan.
Lot 21 contains 43,965 square feet, more or less, according to said plan.
Lot 22 contains 49,954 square feet, more or less, according to said plan.
Parcel A contains 80,204 square feet, more or less, according to said plan.
Parcel X contains 11.05 acres, more or less, according to said plan.
Parcel Y contains 10.737 acres, more or less, according to said plan.

Subject to the drainage, utility and access & utility easement shown on said plan.

Subject to an existing 50' wide gas pipeline easement recorded with said registry in Book 2462, Page 356

Subject to an order of taking by the Board of Sewer Commissioners of the Town of Dracut recorded in Book 26843, Page 238 and shown on Plan Book 235, Plan 67.

The undersigned grantor, releases all right of homestead in the premises herein conveyed, and further states under the penalties of perjury that there is no other person entitled to claim homestead rights therein.

Being the same premises conveyed to the grantor by deed of Frank G. Brown and Amilia Brown, dated March 30, 1962 and recorded with the Middlesex North District Registry of Deeds in Book 1551, Page 45. See death certificate of John J. Murphy who died July 16, 2009 recorded herewith.

WITNESS my hand and seal this 8th day of November, 2017.

M. Arline Murphy
M. Arline Murphy

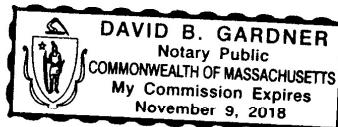
COMMONWEALTH OF MASSACHUSETTS
Middlesex , ss.

Before me on this 8th day of November, 2017, the undersigned notary public, personally appeared the above named, M. ARLINE MURPHY, proved to me through satisfactory evidence of identification which was personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose and who swore or affirmed that the certification contained therein is truthful and accurate.

{SEAL}

David B. Gardner

Notary Public: David B. Gardner
My commission expires: November 9, 2018



PURCHASE AND SALE AGREEMENT

This 16th day of September, 20 22.

1. PARTIES AND MAILING ADDRESSES

O'Brien Homes, Inc., a duly organized Massachusetts corporation with a usual business address of 18 Cassimere Street, Andover, MA 01810, hereinafter called the Seller, agrees to sell and **The Homes At Murphy's Farm, LLC**, a duly organized Massachusetts limited liability company with a usual business address of 18 Cassimere Street, Andover, MA 01810, hereinafter called the Buyer, agrees to buy, upon the terms hereinafter set forth, the premises described in Paragraphs 2 and 3 below.

2. DESCRIPTION

Those certain parcels of land, located on and off of Wheeler Street in Dracut, Massachusetts, as described in the deed to the seller recorded in the Middlesex North District Registry of Deeds at Book 31624, Page 254.

(collectively hereinafter, the "Seller's Property").

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Premises is primarily vacant land, however, any building structures, or improvements, or fixtures located thereon are included within the Premises.

4. TITLE DEED

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer or Buyer's designee.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith, the Buyer shall prepare and provide such plan in form adequate for recording or registration.

6. REGISTERED TITLE

Intentionally deleted, the Seller's Property does not include any registered land.

7. PURCHASE PRICE

The agreed purchase price for said Premises is **Five Million, Seven Hundred and Seventy Five Thousand and 00/100 (\$5,775,000.00) dollars**, one thousand dollars of which has been paid to the seller this day as a deposit and the balance of which shall be paid at the time of delivery of the deed in cash, wire, or by certified, cashier's, treasurer's, bank or conveyancer's account check(s) or Attorney IOLTA check drawn on a Massachusetts

Bank without endorsement.

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered and the transaction contemplated by this Agreement closed within sixty (60) days of the date all Permits & Approvals are obtained, or such other date as the parties may agree (the "Closing Date") at the offices of counsel for Buyer, unless otherwise agreed upon in writing.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said Premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If, at the time for performance, as the same may be extended hereunder, the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereof, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. Seller shall not be required to expend in excess of \$10,000.00, exclusive of the payment of any mortgages, liens, and outstanding real estate taxes and municipal charges, but inclusive of attorney's fees to satisfy the terms of this Paragraph. Seller shall not be required to commence any Land Court proceeding.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended 30-day time period referenced in Paragraph 10 above, the Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the Seller shall, on delivery of the deed, unless said Premises have

previously been restored to their former condition, pay over or assign to the Buyer all amounts recovered or recoverable on account of such insurance, and give the Buyer a credit against the purchase price equal to any amounts otherwise so recoverable which are retained by the holder of a mortgage on the Premises, less any amounts reasonably expended by the Seller for any partial restoration.

13. CONDEMNATION

If, subsequent to the date hereof and prior to the Closing Date, any proceeding, judicial, administrative or otherwise, which shall relate to the proposed taking of all or any portion of the Premises by condemnation or eminent domain or any action in the nature of eminent domain, and such portion has a material, adverse impact, in Buyer's sole discretion, on Buyer's use and/or development of the Premises, or the taking or closing of any right of access to the Premises, is instituted or commenced, Buyer shall have the right and option to terminate this Agreement by giving Seller written notice to such effect within ten (10) days after actual receipt of written notification of any such occurrence or occurrences. Failure to give such notice within such time shall be conclusive evidence that Buyer has waived the option to terminate by reason of the occurrence or occurrences of which it has received notice, and Buyer shall pay the full purchase price without deduction for such taking but shall be credited with or be assigned all of Seller's right to any proceeds therefrom. Seller hereby agrees to furnish Buyer written notification of learning of the institution of such proceedings. Should Buyer elect to so terminate this Agreement, all deposits shall be returned forthwith to Buyer, and thereupon the parties hereto shall be released from any and all further obligations hereunder. As of the date hereof, Seller represents to Buyer that Seller has no actual knowledge of any proceeding, judicial, or otherwise that relate to this Paragraph.

14. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after or which expressly survive delivery of the deed.

15. USE OF MONEY TO CLEAR TITLE

To enable the Seller to make conveyance as herein provided, the Seller may, 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, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, in the case of institutional mortgages which are paid at closing, procured and recorded subsequent to closing in a manner that is reasonably satisfactory to Buyer's counsel and Buyer's title insurance company.

16. INSURANCE

Until the delivery of the deed, the Seller shall maintain insurance on said Premises as presently insured.

17. ADJUSTMENTS

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

18. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

19. BROKER'S FEE

Intentionally deleted, no broker's fee is due from either party.

20. BROKER'S WARRANTY

Intentionally deleted.

21. DEPOSIT

Any deposit due from Buyer shall be paid to Seller and accounted for at closing.

22. 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 as liquidated damages, and this shall be Seller's sole and exclusive remedy at law and in equity. The parties hereby agree that actual damages are difficult to ascertain and such deposits represent a fair and reasonable estimation of the damages suffered by Seller.

23. RELEASE BY HUSBAND OR WIFE

Intentionally deleted.

24. BROKER AS PARTY

Intentionally deleted.

25. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder, officer, director, member, manager or beneficiary of any

trust, shall be personally liable for any obligation, express or implied, hereunder.

26. WARRANTIES AND REPRESENTATIONS

Intentionally deleted.

27. MORTGAGE CONTINGENCY CLAUSE

Intentionally deleted.

28. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, 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 enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer or their respective counsels. If two or more persons are named herein as Buyer their obligations 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 Agreement or be used in determining the intent of the parties to it.

29. LEAD PAINT LAW

Intentionally deleted.

30. SMOKE DETECTORS AND CARBON MONOIXDE DECTECTORS

Intentionally deleted.

31. ADDITIONAL RIGHTS CONVEYED TO BUYER

Seller agrees to convey to Buyer any and all of Seller's rights to construct and use the subdivision roads and ways shown on the Plan, for the construction and reconstruction of roadways, use of said roadways, and for the installation of above-ground and below-ground utilities.

Additionally, Seller agrees to convey to Buyer any and all of Seller's rights in the Property necessary to allow Buyer to install, repair, and operate utilities and a stormwater drainage system necessary or convenient to serve Buyer's proposed development of the Premises and the attendant subdivision roadways.

32. PERMITTING CONTINGENCY

Closing under this Agreement is conditioned upon Buyer having obtained all final permits and approvals necessary or desirable to construct a 300-unit residential rental community serviced by all the customary utilities and services and supported by reasonable and

adequate roadway infrastructure, with all relevant appeals periods for said permits and approvals having expired or any such appeals having been finally dismissed.

Signed and delivered as of the date first stated above.

SELLER:

O'Brien Homes, Inc.

By: Kevin O'Brien
Name: Kevin O'Brien
Title: President and Treasurer

BUYER:

The Homes At Murphy's Farm, LLC

By: Kevin O'Brien
Name: Kevin O'Brien
Title: Manager The Homes At Murphy's Farm LLC

Comprehensive Permit Application

Murphy's Farm

Exhibit 3 – By-Right Plans

ZONING SUMMARY	
Zoning District:	Residence R-1
	Standard Requirements
Minimum Lot Area	40,000 SF
Frontage	175 Feet
Front Yard Setback	30 Feet
Side Yard Setback	15 Feet
Rear Yard Setback	35 Feet
Minimum Lot Width	30 Feet
Maximum Building Height	36 Feet/2.5 Stories

Definitive Subdivision Plan

Murphy's Farm

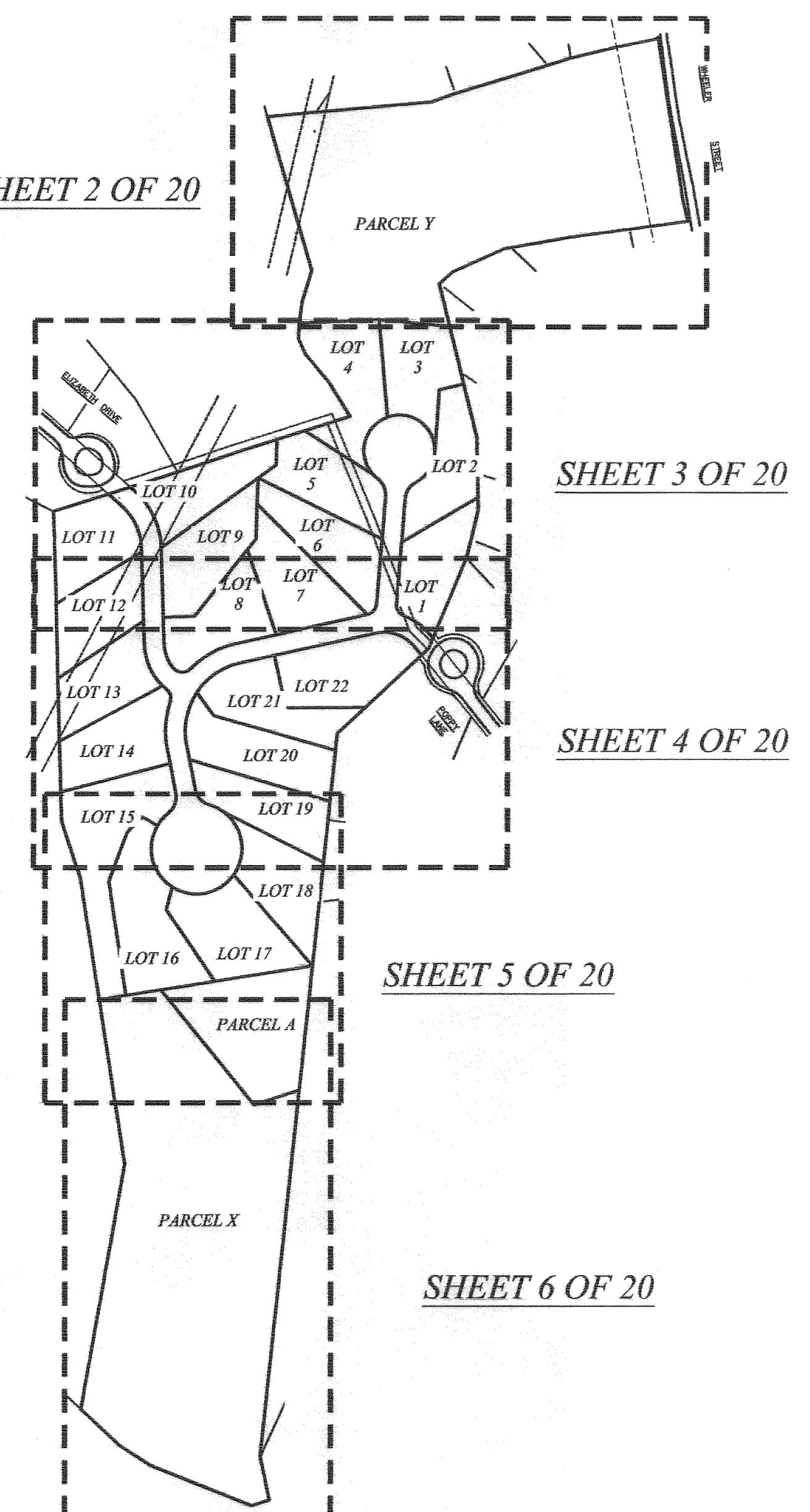
Dracut, Massachusetts

SHEET INDEX	
Sheet Number	Drawing Title
1 of 21	COVER SHEET
2 of 21	DEFINITIVE SUBDIVISION PLAN
3 of 21	DEFINITIVE SUBDIVISION PLAN
4 of 21	DEFINITIVE SUBDIVISION PLAN
5 of 21	DEFINITIVE SUBDIVISION PLAN
6 of 21	DEFINITIVE SUBDIVISION PLAN
7 of 21	EXISTING CONDITIONS
8 of 21	EXISTING CONDITIONS
9 of 21	EXISTING CONDITIONS
10 of 21	EXISTING CONDITIONS
11 of 21	EXISTING CONDITIONS
12 of 21	GRADING PLAN (1 OF 4)
13 of 21	GRADING PLAN (2 OF 4)
14 of 21	GRADING PLAN (3 OF 4)
15 of 21	GRADING PLAN (4 OF 4)
16 of 21	PROFILE - POPPY LANE EXT.
17 of 21	PROFILE - ELIZABETH DRIVE EXT.
18 of 21	PROFILE - MURPHY WAY
19 of 21	PROFILES & DETAILS
20 of 21	ELIZABETH DRIVE & POPPY LANE CUL DE SAC MODIFICATION
21 of 21	DETAILS

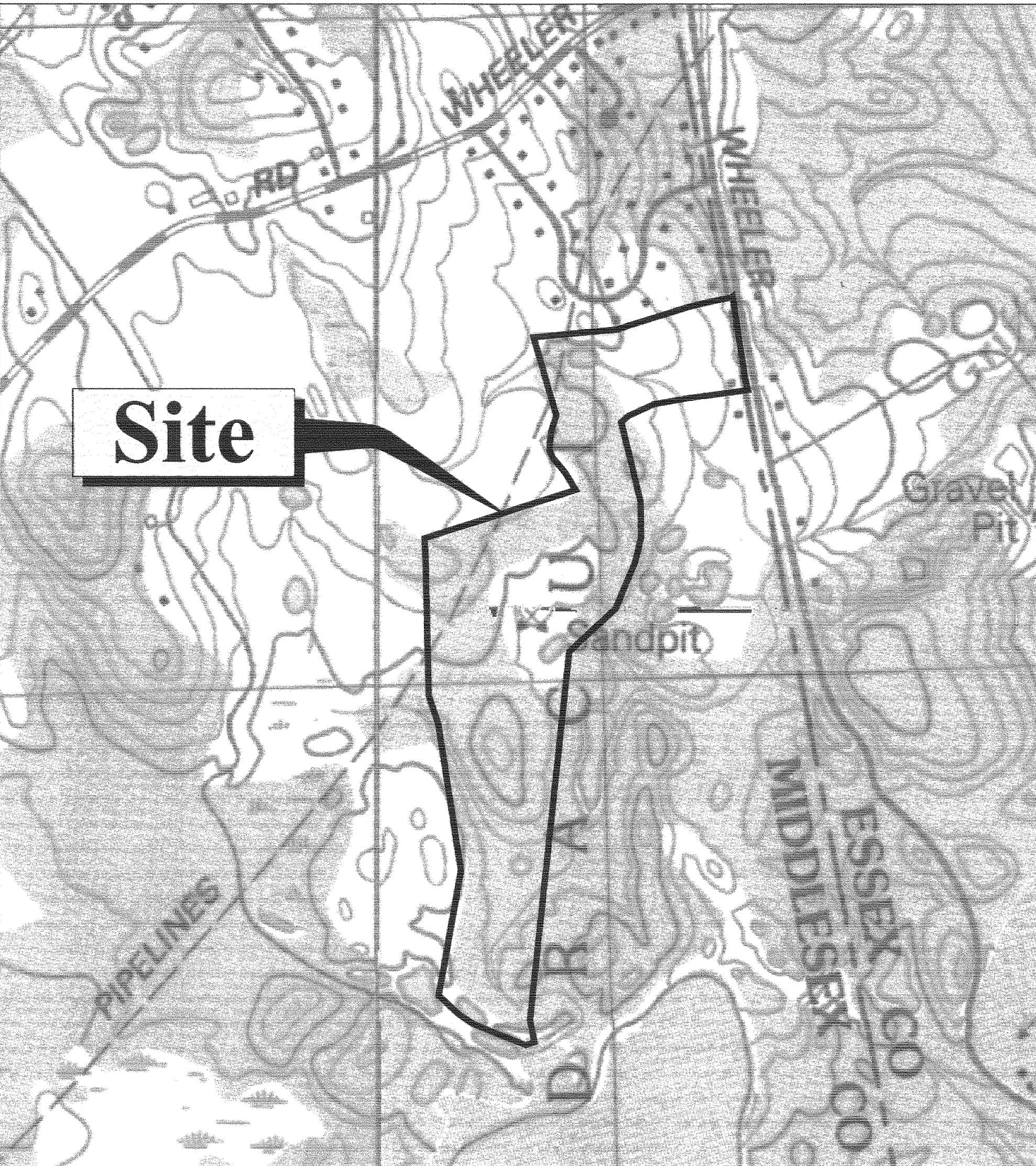
LOT SUMMARY CHART						
Total Lot Area = 2,210,583 SF (50.748 ACRES)						
LOT #	Lot Area SF	Wetland Area SF	(Lot Area) - (70% Wetlands) SF	Perimeter LF	A/P > 40	Frontage LF
1	40,005	0	40,005	888.35	45.0	175.50
2	40,954	0	40,954	991.82	41.3	256.50
3	42,000	0	42,000	973.67	43.1	176.00
4	51,170	0	51,170	1,227.56	41.7	176.00
5	44,464	0	44,464	924.79	48.1	175.97
6	44,136	0	44,136	1,013.03	43.6	183.38
7	45,200	7,333	40,067	980.49	46.1	235.38
8	41,000	826	40,422	942.08	43.5	262.60
9	47,050	9,297	40,542	959.91	49.0	175.50
10	40,102	0	40,102	990.83	40.5	177.62
11	40,005	0	40,005	808.24	49.5	175.53
12	40,005	0	40,005	877.20	45.6	175.48
13	40,005	0	40,005	891.20	44.9	175.50
14	45,465	1,337	44,529	918.05	49.5	175.51
15	70,483	33,208	47,237	1,586.06	44.4	175.50
16	60,797	6,920	55,953	1,203.81	50.5	175.50
17	53,937	0	53,937	1,008.47	53.5	175.50
18	44,062	0	44,062	1,059.53	41.6	175.50
19	42,310	0	42,310	981.81	43.1	175.52
20	49,943	0	49,943	1,071.16	46.6	176.81
21	43,965	0	43,965	1,094.92	40.2	224.35
22	49,954	12,768	41,016	929.55	53.7	399.74
Parcel Y	467,732	99,417	398,140	3,180.98	147.0	471.31
Parcel A	80,204	N/A	N/A	N/A	N/A	N/A
Parcel X	485,730	N/A	N/A	N/A	N/A	N/A

NOTE:

THIS PLAN IS NOT APPROVED FOR CONSTRUCTION UNTIL IT BEARS THE SIGNATURE OF THE DRACUT PLANNING BOARD.



SHEET KEY 1"=300'



LOCUS MAP 1"=500'

REFERENCE PLANS:
PLANS ON FILE AT THE MIDDLESEX COUNTY REGISTRY OF DEEDS, NORTHERN DISTRICT.
1.) PLAN BOOK 145 PLAN 56
2.) PLAN BOOK 235 PLAN 67
3.) PLAN BOOK 165 PLAN 93
4.) PLAN BOOK 159 PLAN 132
5.) PLAN BOOK 161 PLAN 136
6.) PLAN BOOK 174 PLAN 5
7.) PLAN BOOK 206 PLAN 26
8.) PLAN BOOK 118 PLAN 100

FOR REGISTRY USE ONLY
DEED REFERENCE:
MIDDLESEX COUNTY REGISTRY OF DEEDS, NORTHERN DISTRICT BOOK 155 PAGE 45
RECORD OWNER:
JOHN J. & M. ALINE MURPHY
231 WHEELER STREET
DRACUT, MASS 01826
ACQUIRED LAND MARCH 30, 1962
APPLICANT:
KEVIN O'BRIEN
O'BRIEN HOMES, INC.
18 CASSIMERE STREET
ANDOVER, MA 01810
ASSESSOR REFERENCE:
22-0-53

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.
REG. PROF. LAND SURVEYOR

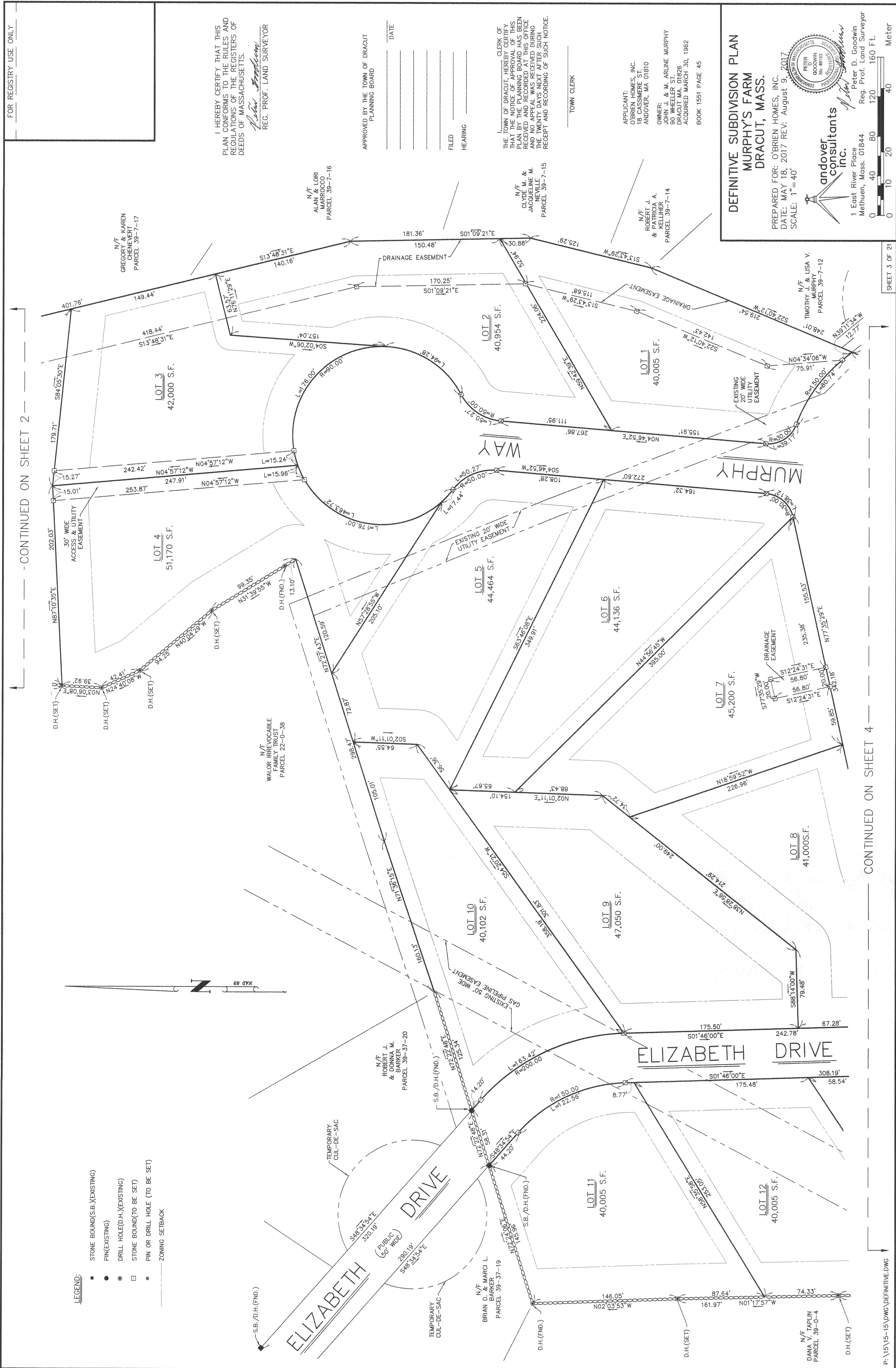
APPROVED BY THE TOWN OF DRACUT PLANNING BOARD

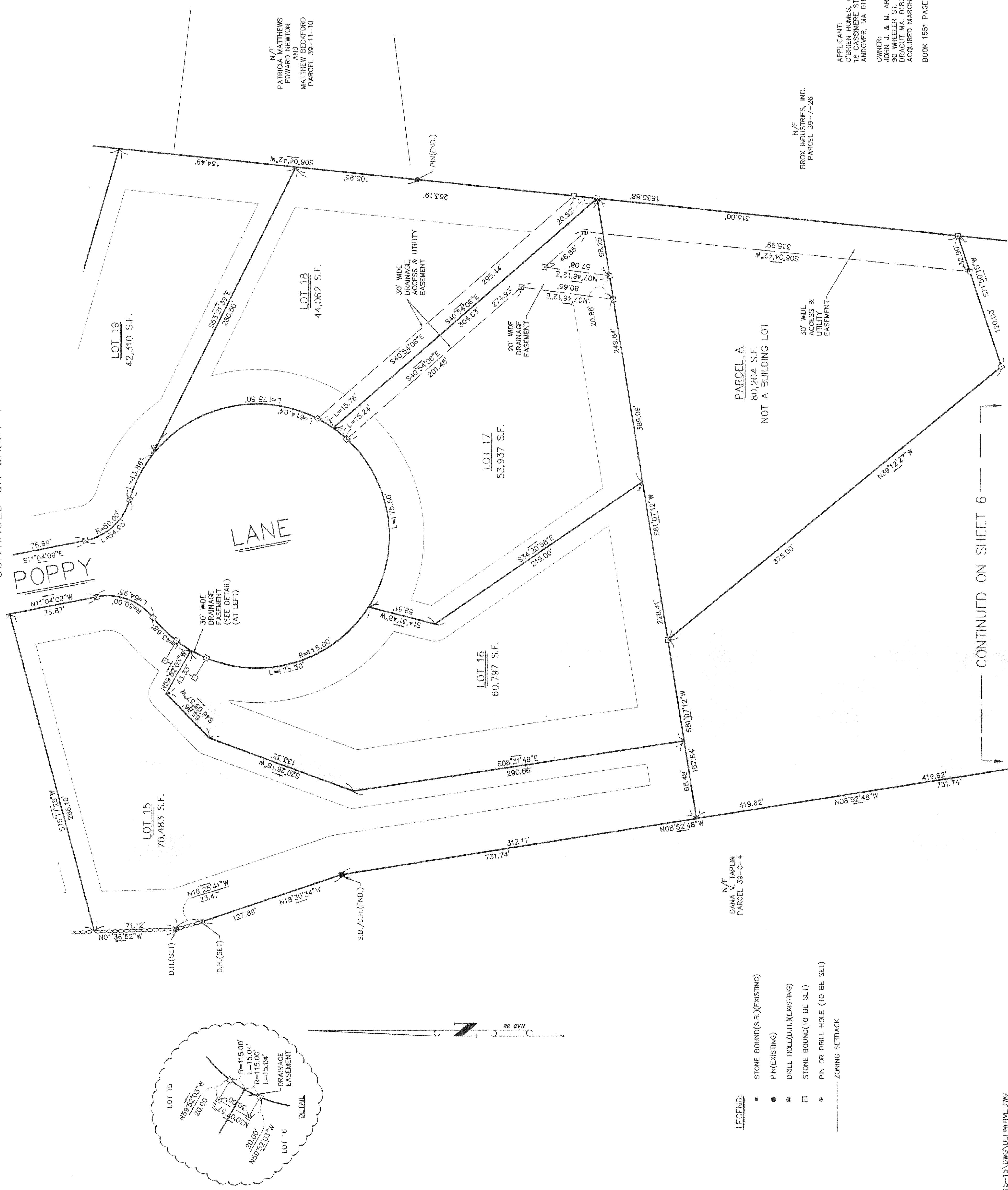
DATE

CLERK OF THE TOWN OF DRACUT, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.
TOWN CLERK

Revision No.	Revision Description	Date
3	per Town Engineer review comments of 7-26-17	AUGUST 9, 2017
2	per Town Engineer meeting comments of 7-14-17	JULY 19, 2017
1	per Town Engineer review comments of 6-28-17	JULY 6, 2017

Revision No.	Revision Description	Date
<p>COVER SHEET DEFINITIVE SUBDIVISION PLAN MURPHY'S FARM DRACUT, MASS</p> <p>PREPARED FOR: O'BRIEN HOMES DATE: May 18, 2017 REV: August 9, 2017</p> <p>andover consultants inc.</p> <p>James S. Fairweather II CIVIL No. 34716 REGISTERED ENGINEER</p> <p>1 East River Place Methuen, Mass. 01844 0 40 80 120 160 Ft. 0 10 20 40 Meter</p>		





I HEREBY CERTIFY THAT THIS
PLAN CONFORMS TO THE RULES AND
REGULATIONS OF THE REGISTERS OF
DEEDS OF MASSACHUSETTS.
Peter D. Goodwin
REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRACUT
PLANNING BOARD

DATE _____

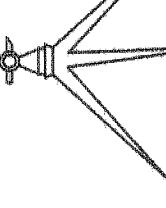
FILED _____
HEARING _____

CLERK OF
THE TOWN OF DRACUT, HEREBY CERTIFY
THAT THE NOTICE OF APPROVAL OF THIS
PLAN BY THE PLANNING BOARD HAS BEEN
RECEIVED AND RECORDED AT THIS OFFICE
AND NO APPEAL WAS RECEIVED DURING
THE TWENTY DAYS NEXT AFTER SUCH
RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK

**DEFINITIVE SUBDIVISION PLAN
MURPHY'S FARM
DRACUT, MASS.**

PREPARED FOR: O'BRIEN HOMES, INC.
SCALE: 1"=40'
DATE: MAY 18, 2017 REV: August 9, 2017
SCALED BY: *Peter D. Goodwin*
PETER D. GOODWIN
REG. PROF. LAND SURVEYOR
NO. 48133
PROFESSIONAL SURVEYOR
MASSACHUSETTS
REGISTERED



Peter D. Goodwin
Reg. Prof. Land Surveyor
160 Ft.
40 Ft.
Meter

andover
consultants
inc.

1 East River Place
Methuen, Mass. 01844
0 40 80 120 160
0 10 20 40

APPROVED BY THE TOWN OF DRACUT
PLANNING BOARD

DATE _____

FILED _____

HEARING _____

TOWN CLERK
CLERK OF
THE TOWN OF DRACUT, HEREBY CERTIFY
THAT THE NOTICE OF APPROVAL OF THIS
PLAN BY THE PLANNING BOARD HAS BEEN
RECEIVED AND RECORDED AT THIS OFFICE
THE TWENTY DAYS NEXT AFTER SUCH NOTICE
RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK

N/F
DANA V. TAPLIN
PARCEL 39-0-4

S.B./D.H.(FND.)
630.11'

S.B./D.H.(FND.)

FOR REGISTRY USE ONLY

-CONTINUED ON SHEET 7-

<u>LEGEND:</u>	— - - - -	EXISTING CONTOUR
13H	— — — — —	EDGE OF PAVEMENT
▲	— - - - -	EDGE OF WETLANDS
	— — — — —	EDGE OF WOODS
S	— — — — —	EXISTING SEWER
	— — — — —	EXISTING DRAIN
D 18" RCP	— — — — —	
W 8"DI	— — — — —	EXISTING WATER
G 2"PL	— — — — —	EXISTING GAS

I HEREBY CERTIFY THAT THIS
PLAN CONFORMS TO THE RULES AND
REGULATIONS OF THE REGISTERS OF
DEEDS OF MASSACHUSETTS.

APPROVED BY THE TOWN OF DRACUT
PLANNING BOARD

I, CLERK OF THE TOWN OF DRACUT, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

APPLICANT:
O'BRIEN HOMES, INC.
18 CASSIMERE ST.
ANDOVER, MA 01810

OWNER:
JOHN J. & M. ARLIN
90 WHEELER ST.
DRACUT MA. 01826
ACQUIRED MARCH 3

EXISTING CONDITIONS DEFINITIVE SUBDIVISION PLAN

PREPARED FOR: O'BRIEN HOMES, INC.
DATE: MAY 18, 2017 REV: August 9, 2017
SCALE: 1" = 40'
DRACUT, MASS.

A circular Massachusetts Notary Public seal. The outer ring contains the text "NOTARY PUBLIC" at the top and "MASSACHUSETTS" at the bottom. The inner circle contains "PETER D. GOODWIN" in the center, with "No. 48133" below it. Around the inner circle, the words "REGISTERED", "PROFESSIONAL", and "ENGINEER" are arranged in a circular pattern.

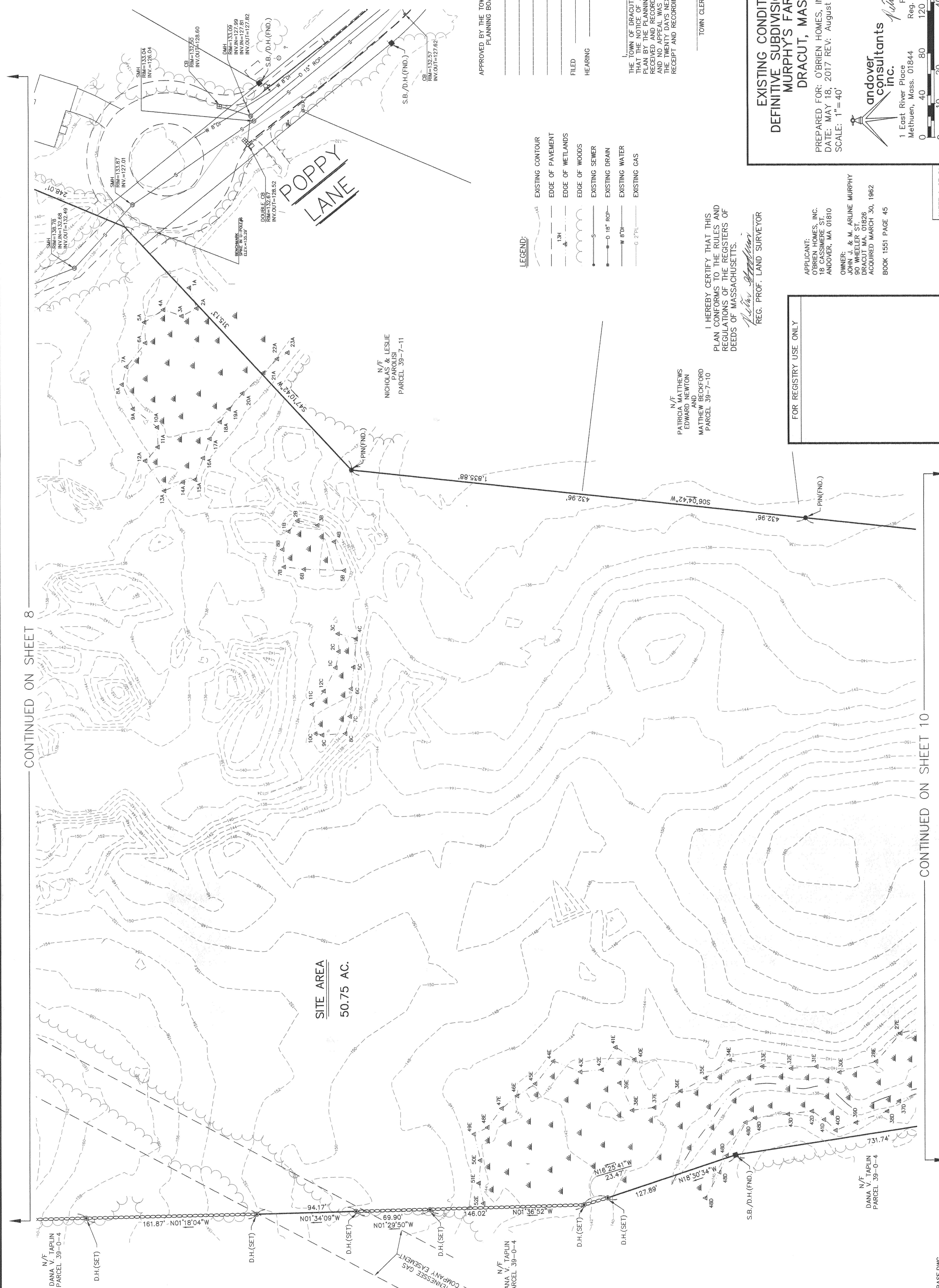
1 East River Place
Methuen, Mass. 01844
0 10 20 30 40 80 120 160 Ft. Meter
Peter D. Goodwin
Reg. Prof. Land Surveyor

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CONCLUDED ON 31/12/1999

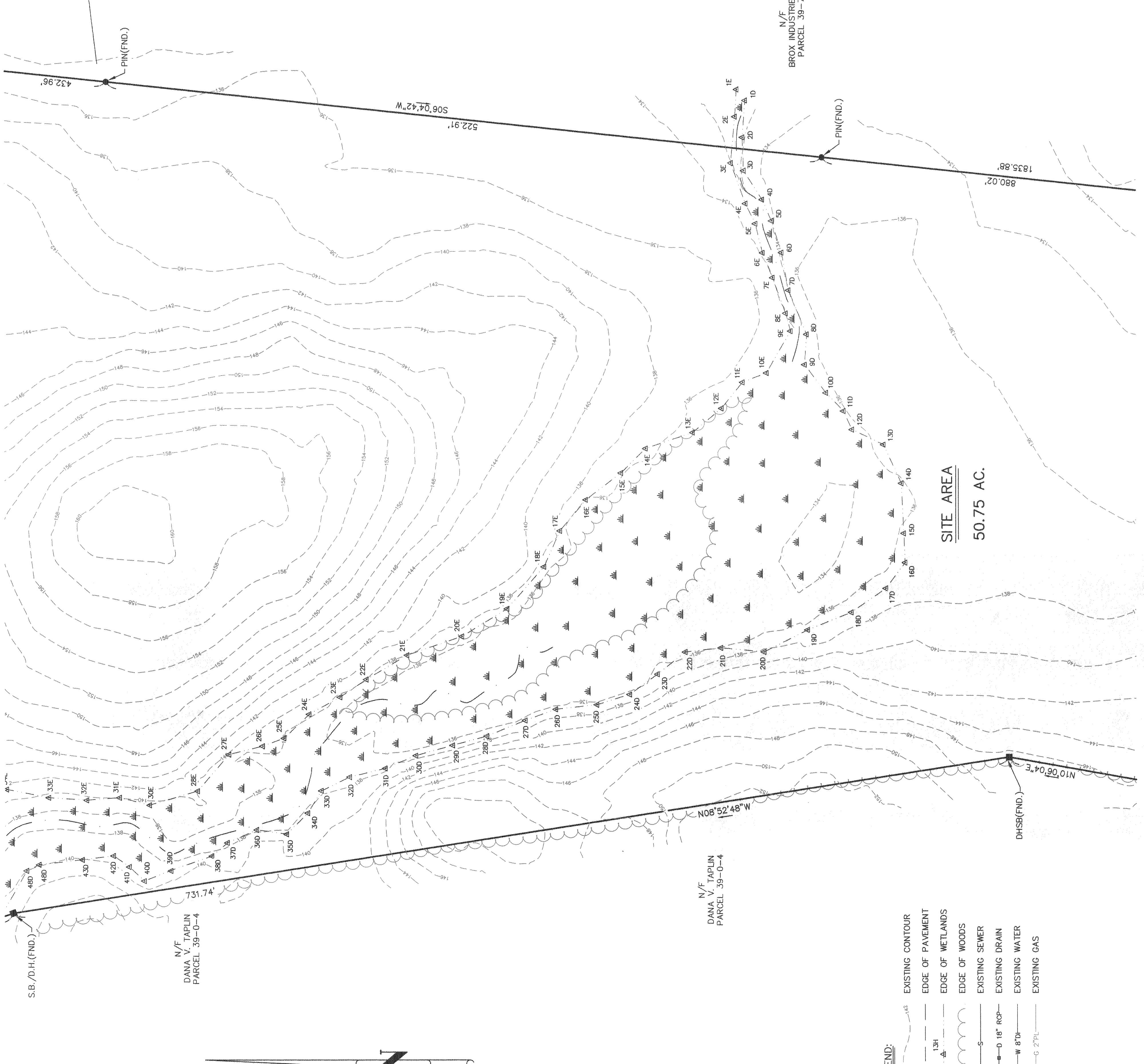
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CONTINUED ON SHEET 8



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CONTINUED ON SHEET 9



I HEREBY CERTIFY THAT THIS
PLAN CONFORMS TO THE RULES AND
REGULATIONS OF THE REGISTERS OF
DEEDS OF MASSACHUSETTS.
John Goodwin
REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRACUT

DATE

FILED

HEARING

CLERK OF
THE TOWN OF DRACUT HEREBY CERTIFY
THAT THE NOTICE OF APPROVAL OF THIS
PLAN BY THE PLANNING BOARD HAS BEEN
RECEIVED AND RECORDED AT THIS OFFICE
AND NO APPEAL WAS RECEIVED DURING
THE TWENTY DAYS NEXT AFTER SUCH NOTICE.
RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK

**EXISTING CONDITIONS
DEFINITIVE SUBDIVISION PLAN
MURPHY'S FARM
DRACUT, MASS.**

PREPARED FOR: O'BRIEN HOMES, INC.
DATE: MAY 18, 2017 REV: August 9, 2017
SCALE: 1"=40'

PETER D. GOODWIN
Reg. Prof. Land Surveyor
1 East River Place
Methuen, Mass. 01844
0 10 20 40
0 120 160 Ft.
40 Meter

**andover
consultants
Inc.**
1 East River Place
Methuen, Mass. 01844
0 10 20 40
0 120 160 Ft.
40 Meter

FOR REGISTRY USE ONLY

APPROVED BY THE TOWN OF DRACUT
PLANNING BOARD

DATE

ALAN & LORI
MARROCO
PARCEL 39-7-16

FILED

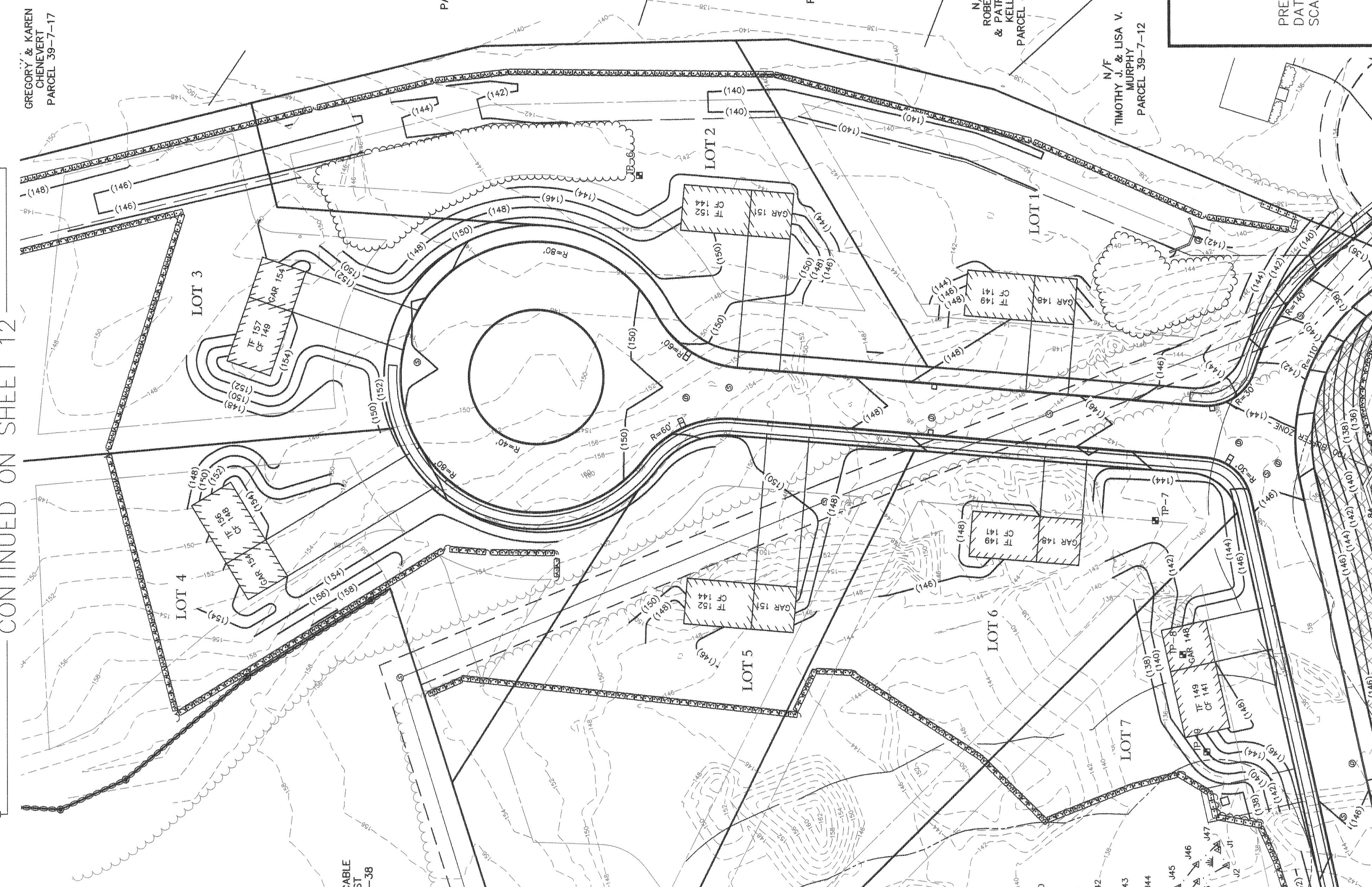
HEARING

CLERK OF THE TOWN OF DRACUT, HEREBY CERTIFY
THAT THE NOTICE OF APPROVAL OF THIS
PLAN BY THE PLANNING BOARD HAS BEEN
RECEIVED AND RECORDED AT THIS OFFICE
AND NO APPEAL WAS RECEIVED DURING
THE TWENTY DAYS NEXT AFTER SUCH NOTICE:
RECEIPT AND RECORDING OF SUCH NOTICE:

TOWN CLERK

LEGEND:

- Existing Contour
- Edge of Pavement
- Edge of Wetlands
- Edge of Woods
- Existing Sewer
- Existing Drain
- Existing Water
- Existing Gas
- Prop. Water
- Prop. Sewer
- Prop. Contour
- Prop. Limit of Clearing/Work
- Prop. Sloped Granite Curbing
- Prop. Erosion Control Barrier
- Prop. Post and Rail Fence
- Prop. Vernal Pool
- Prop. Retaining Wall



GRADING PLAN (2 of 4)
DEFINITIVE SUBDIVISION PLAN
MURPHY'S FARM
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES
DATE: May 18, 2017 REV: August 9, 2017
SCALE: 1" = 40'



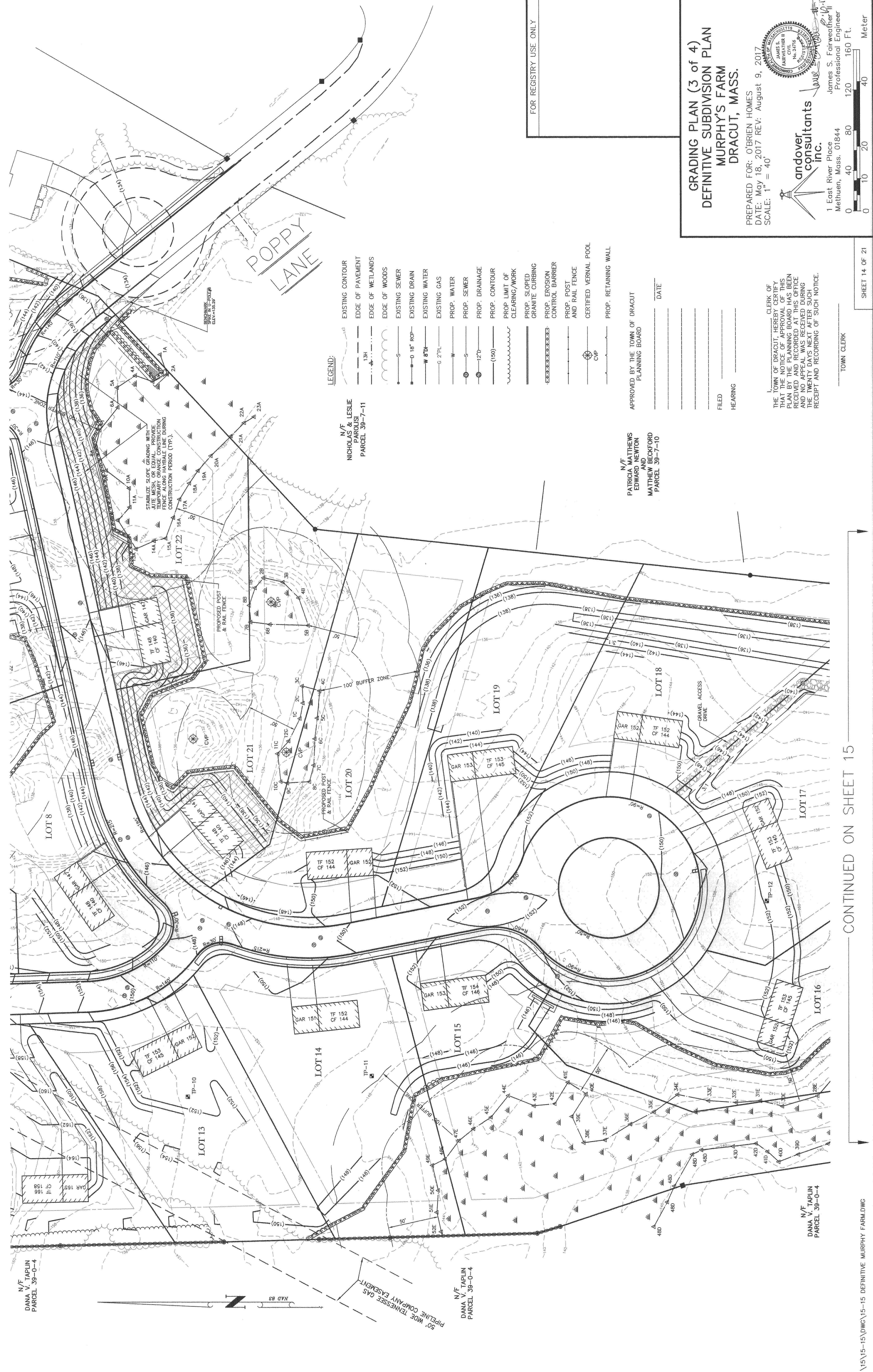
James S. Fairweather II
Professional Engineer
1 East River Place
Methuen, Mass. 01844
0 40 80 120 160 Ft.
0 10 20 40 80 120 160 M.

SHEET 13 OF 21



CONTINUED ON SHEET 14

CONTINUED ON SHEET 13 -



P:\15\15-15\DWG\15-15 DEFINITIVE MURPHY FARM.DWG

Comprehensive Permit Application

Murphy's Farm

Exhibit 4 – Site Information



Murphy's Farm
Site Aerial

Google Maps

4 Poppy Ln

Murphy's Farm



Image capture: Nov 2020 © 2022 Google

Dracut, Massachusetts

Google

Street View - Nov 2020



Google Maps

88 Wheeler St

Murphy's Farm

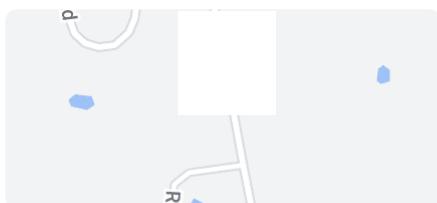


Image capture: Nov 2020 © 2022 Google

Dracut, Massachusetts

Google

Street View - Nov 2020



Comprehensive Permit Application

Murphy's Farm

Exhibit 5 – Existing Conditions Plan

I HEREBY CERTIFY THAT THIS
PLAN CONFORMS TO THE RULES AND
REGULATIONS OF THE REGISTERS OF
DEEDS OF MASSACHUSETTS.

Peter Andrian
REG. PROF. LAND SURVEYOR

OTES:

1. TOPOGRAPHY FROM PHOTOGRAFOMETRY
PHOTOGRAPHY DATED DECEMBER
2011 & APRIL 2009.
2. ELEVATIONS BASED ON THE NORTH
AMERICAN VERTICAL DATUM OF 1983

APPROVED BY THE TOWN OF DRACUT
PLANNING BOARD

DATA

I, _____, CLERK OF
THE TOWN OF DRACUT, HEREBY CERTIFY
THAT THE NOTICE OF APPROVAL OF THIS
PLAN BY THE PLANNING BOARD HAS BEEN
RECEIVED AND RECORDED AT THIS OFFICE
AND NO APPEAL WAS RECEIVED DURING
THE TWENTY DAYS NEXT AFTER SUCH
RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK

EXISTING CONDITIONS
DEFINITIVE SUBDIVISION PLAN
MURPHY'S FARM
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES, INC.
DATE: MAY 18, 2017

APPLICANT:
O'BRIEN HOMES, INC.
18 CASSIMERE ST.
ANDOVER MA 01810

OWNER:
JOHN J. & M. ARLINE MURPHY
90 WHEELER ST.
DRACUT MA. 01826
ACQUIRED MARCH 30, 1962

REFERENCE PLANS:

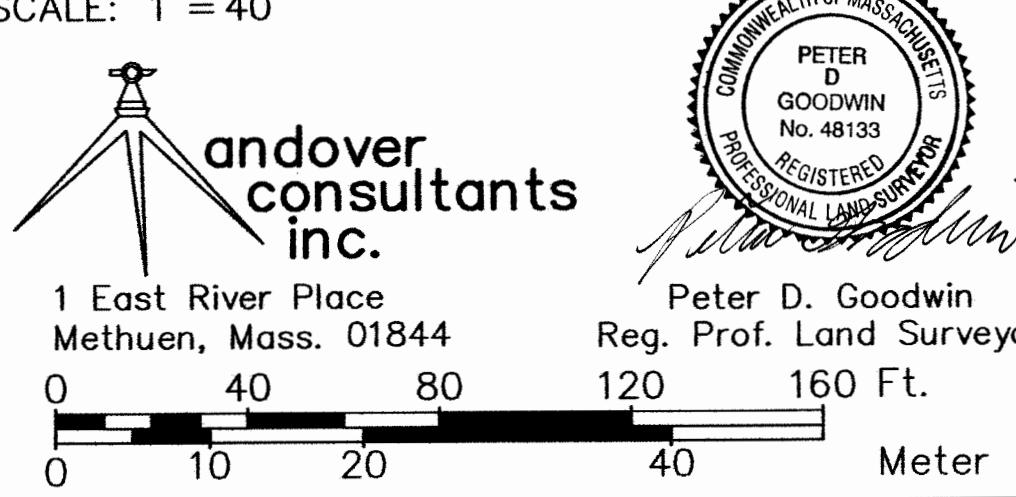
1). PLAN BOOK 145 PLAN 56
2.) PLAN BOOK 235 PLAN 67
3.) PLAN BOOK 165 PLAN 93
4.) PLAN BOOK 159 PLAN 132
5.) PLAN BOOK 161 PLAN 136
6.) PLAN BOOK 174 PLAN 5
7.) PLAN BOOK 206 PLAN 26
8.) PLAN BOOK 118 PLAN 100

DEED REFERENCE

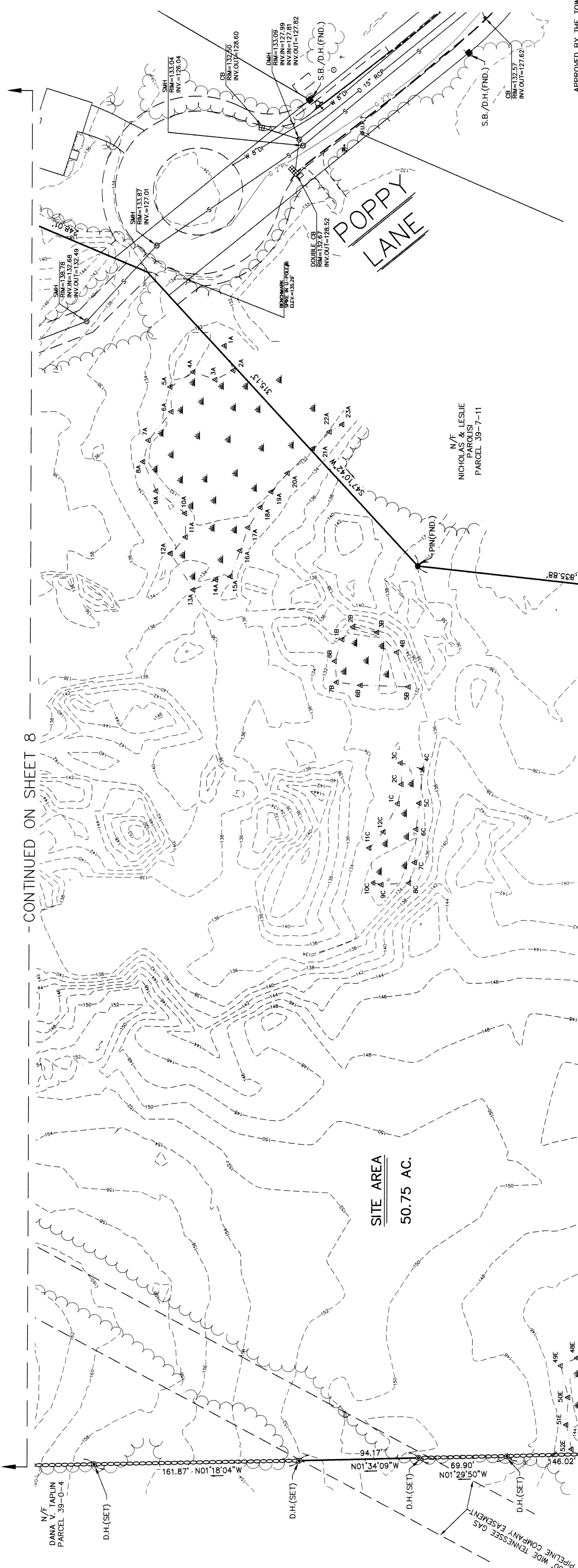
BOOK 1551 PAGE 45

CONTINUED ON SHEET 8 —

SHEET 7 OF 20



- CONTINUED ON SHEET 8



APPROVED BY THE TOWN OF DRACUT

DATE _____

CLERK OF THE TOWN OF DRACUT, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK _____

EXISTING CONDITIONS
DEFINITIVE SUBDIVISION PLAN
MURPHY'S FARM
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES, INC.
DATE: MAY 18, 2017
SCALE: 1" = 40'
OWNER: JOHN J. & M. ARLINE MURPHY
90 WHEELER ST.
DRACUT, MA 01826
ACQUIRED MARCH 30, 1962
BOOK 1551 PAGE 45

PETER D. GOODWIN
Reg. Prof. Land Surveyor
120 160 Ft.
Meter

1 East River Place
Methuen, Mass. 01844
0 40 80 120 160 Ft.
0 10 20 40 Meter

SHEET 9 OF 20

LEGEND:
- - - - - EXISTING CONTOUR
- - - - - EDGE OF PAVEMENT
- - - - - EDGE OF WETLANDS
- - - - - EDGE OF WOODS
- - - - - EXISTING SEWER
- - - - - EXISTING DRAIN
- - - - - EXISTING WATER
- - - - - EXISTING GAS
- - - - - C 2' PL.

HEARING _____

CLERK OF THE TOWN OF DRACUT, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK _____

I HEREBY CERTIFY THAT THIS
PLAN CONFORMS TO THE RULES AND
REGULATIONS OF THE REGISTERS OF
DEEDS OF MASSACHUSETTS.
John J. Murphy
REG. PROF. LAND SURVEYOR

FOR REGISTRY USE ONLY

APPLICANT:
O'BRIEN HOMES, INC.
18 CASSIMERE ST.
ANDOVER, MA 01810

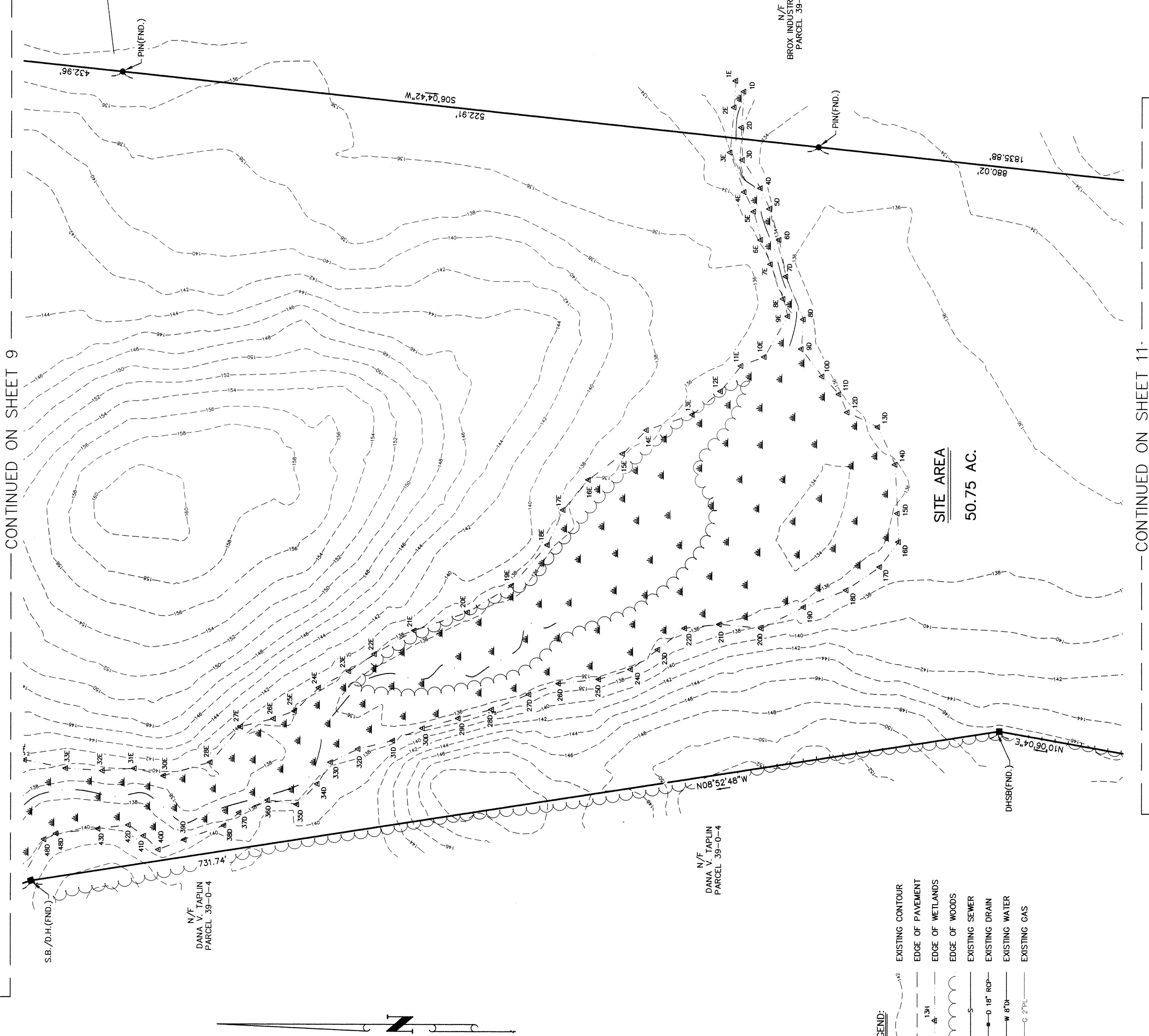
OWNER:
JOHN J. & M. ARLINE MURPHY
90 WHEELER ST.
DRACUT, MA 01826
ACQUIRED MARCH 30, 1962
BOOK 1551 PAGE 45

- CONTINUED ON SHEET 10

DANA V. TAPLIN
PARCEL 39-0-4
731.74'

MD 69
P:\15\15-15\DWG\BASE.DWG

FOR REGISTRY USE ONLY



I HEREBY CERTIFY THAT THIS
PLAN CONFORMS TO THE RULES AND
REGULATIONS OF THE REGISTERS OF
DEEDS OF MASSACHUSETTS.
Peter D. Goodwin
REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRAUCUT
PLANNING BOARD

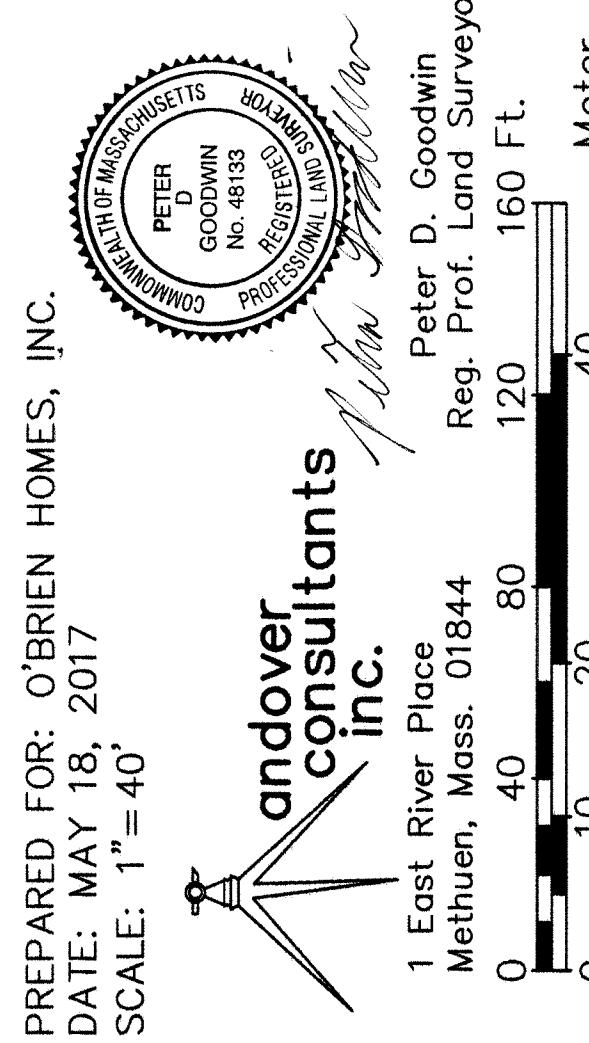
DATE _____

FILED _____
HEARING _____

CLERK OF
THE TOWN OF DRAUCUT HEREBY CERTIFY
THAT THE NOTICE OF APPROVAL OF THIS
PLAN BY THE PLANNING BOARD HAS BEEN
RECEIVED AND RECORDED AT THIS OFFICE
AND NO APPEAL HAS RECEIVED DURING
THE TWENTY DAYS NEXT AFTER SUCH
RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK _____

EXISTING CONDITIONS
DEFINITIVE SUBDIVISION PLAN
MURPHY'S FARM
DRAUCUT, MASS.



PREPARED FOR: O'BRIEN HOMES, INC.
OWNER: JOHN J. & M. ARLINE MURPHY
DRAUCUT, MA. 01826
ACQUIRED MARCH 30, 1962
BOOK 1551 PAGE 45

DATE: MAY 18, 2017

SCALE: 1" = 40'

SHEET 10 OF 20

FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS
AN CONFORMS TO THE RULES AND
REGULATIONS OF THE REGISTERS OF
REEDS OF MASSACHUSETTS.

William Shattuck

REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF DRACUT
PLANNING BOARD

CLERK OF
THE TOWN OF DRACUT, HEREBY CERTIFY
THAT THE NOTICE OF APPROVAL OF THIS
PLAN BY THE PLANNING BOARD HAS BEEN
RECEIVED AND RECORDED AT THIS OFFICE
AND NO APPEAL WAS RECEIVED DURING
THE TWENTY DAYS NEXT AFTER SUCH
RECEIPT AND RECORDING OF SUCH NOTICE
FILED _____
HEARING _____

TOWN CLERK

EXISTING CONDITIONS DEFINITIVE SUBDIVISION PLAN

MURPHY'S FARM
DRACUT, MASS.

PREPARED FOR: O'BRIEN HOMES, INC.
DATE: MAY 18, 2017
SCALE: 1" = 40'

Goodwin & Associates
Consultants inc.
1 East River Place
Methuen, Mass. 01844
0 40 80 120 160 Ft.
0 10 20 40 Meter

SHEET 11 OF 20

SEE SHEET 10 —

SITE AREA 50.75 AC.

N/F
DANA V. TAPLIN
PARCEL 39-0-4

NAD 83

P:\15\15-15\DWG\BASE.DWG

Comprehensive Permit Application

Murphy's Farm

Exhibit 6 – Preliminary Site Development & Architectural Plans

Murphy's Farm
Dracut, MA
Architectural Narrative

Murphy's Farm is a multi-phase residential development project on a 50-acre property in western Dracut, MA. Approximately five acres of the property are wetlands.

The development will consist of 47 residential buildings, with a mix of four-bedroom flats and and 4-bedroom townhouses, along with two clubhouses for community use and several covered pavilion structures. Buildings will be situated to provide green common spaces between them for community recreation. A network of meandering walking paths will connect the residences with recreational spaces, while the pavilions scattered throughout the site provide residents with shade and outdoor seating.

Building Prototype "A" will be a 2-1/2 story, 7-unit building of approximately 13,668 sf, consisting of four 4-bedroom flats and three 4-bedroom townhouse units. Thirty-four of these buildings are planned.

Building Prototype "A2" will be a 2-1/2 story, 5-unit building of approximately 9,948 sf, with two 4-bedroom flats, and three 4-bedroom townhouse. Twelve of these buildings are planned.

Building Type "B" will be a 2-1/2 story, 5,100sf duplex, with two 4-bedroom townhouses, two garage bays. One building is planned.

In addition to the residential buildings, there will be two 1,800 sf clubhouses for community use. Each of these will have a meeting room, a kitchenette, office and toilet rooms, and will be handicapped accessible.

Common covered pavilion structures that are approximately 400 sf will be constructed around the site. These will be handicapped accessible.

Overall, the project will have 300 residential units in total, including 1,200 bedrooms.

6/1/2022

Murphy Farm 40B Application Building Summary



Site Area	50.75 acres
Buildable Area	45.55 acres

Building Prototype A	
1st Floor GSF	6834
2nd Floor GSF	6834
Attic GSF	0

Total Building GSF	13,668
---------------------------	---------------

Building Prototype A2	
1st Floor GSF	4974
2nd Floor GSF	4974
Attic GSF	0

Total Building GSF 9948

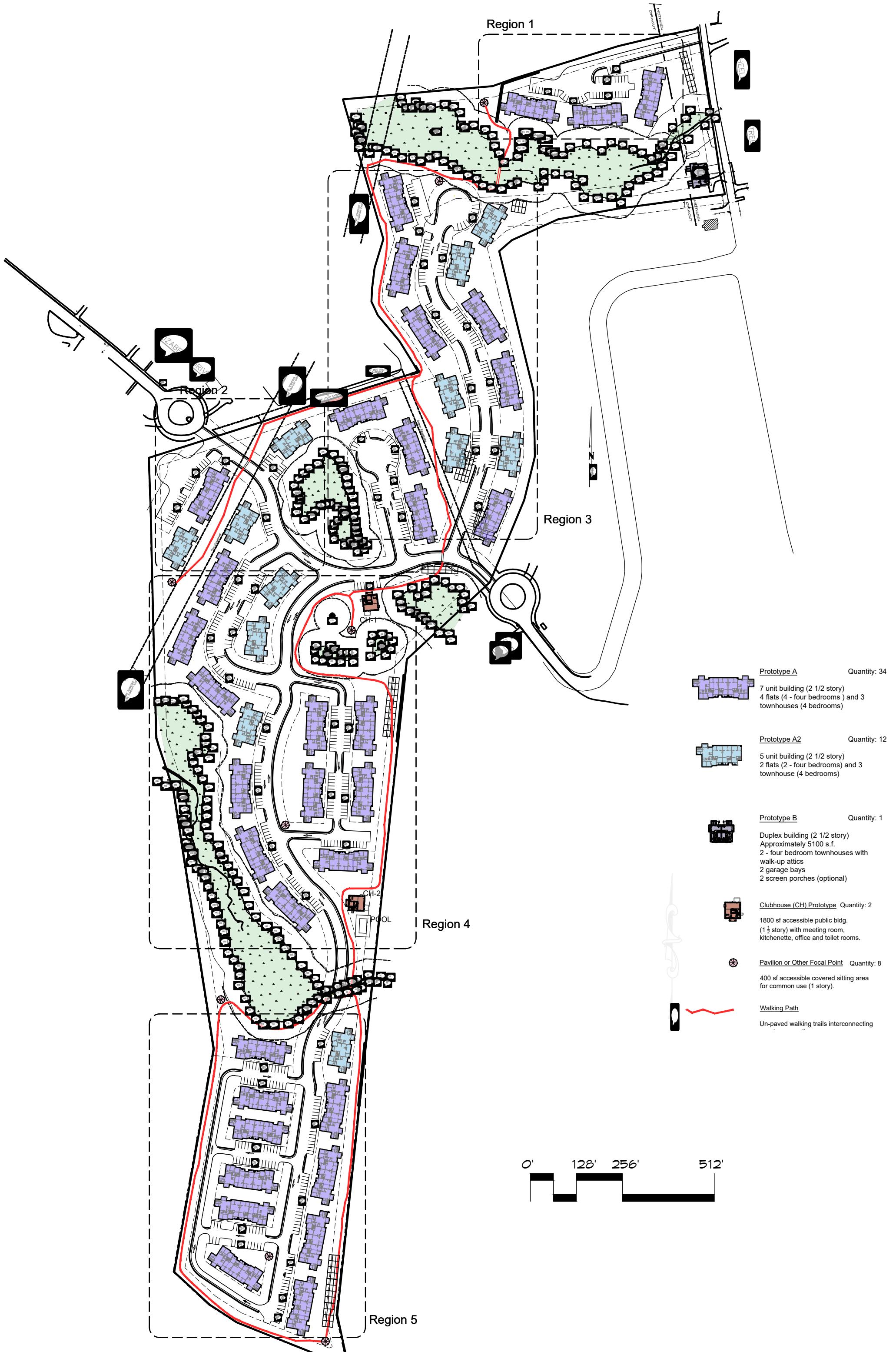
Building Prototype B	
1st Floor GSF	2627
2nd Floor GSF	2469
Attic GSF	1078

Total Building GSF 6174

Site Coverage	
Total Floor Plate GSF	295,131
Site Coverage	13.40%
Total GSF with Parking	505,131

Parking Spaces	
-----------------------	--

Units Matrix	
4 Bedroom Flat	160
4 Bedroom Townhouse	140
Total Units	300



Site Plan

Murphy's Farm - Dracut
Project #696.1

Scale: NTS

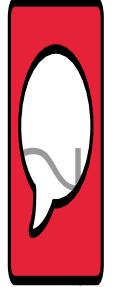
June 3, 2022



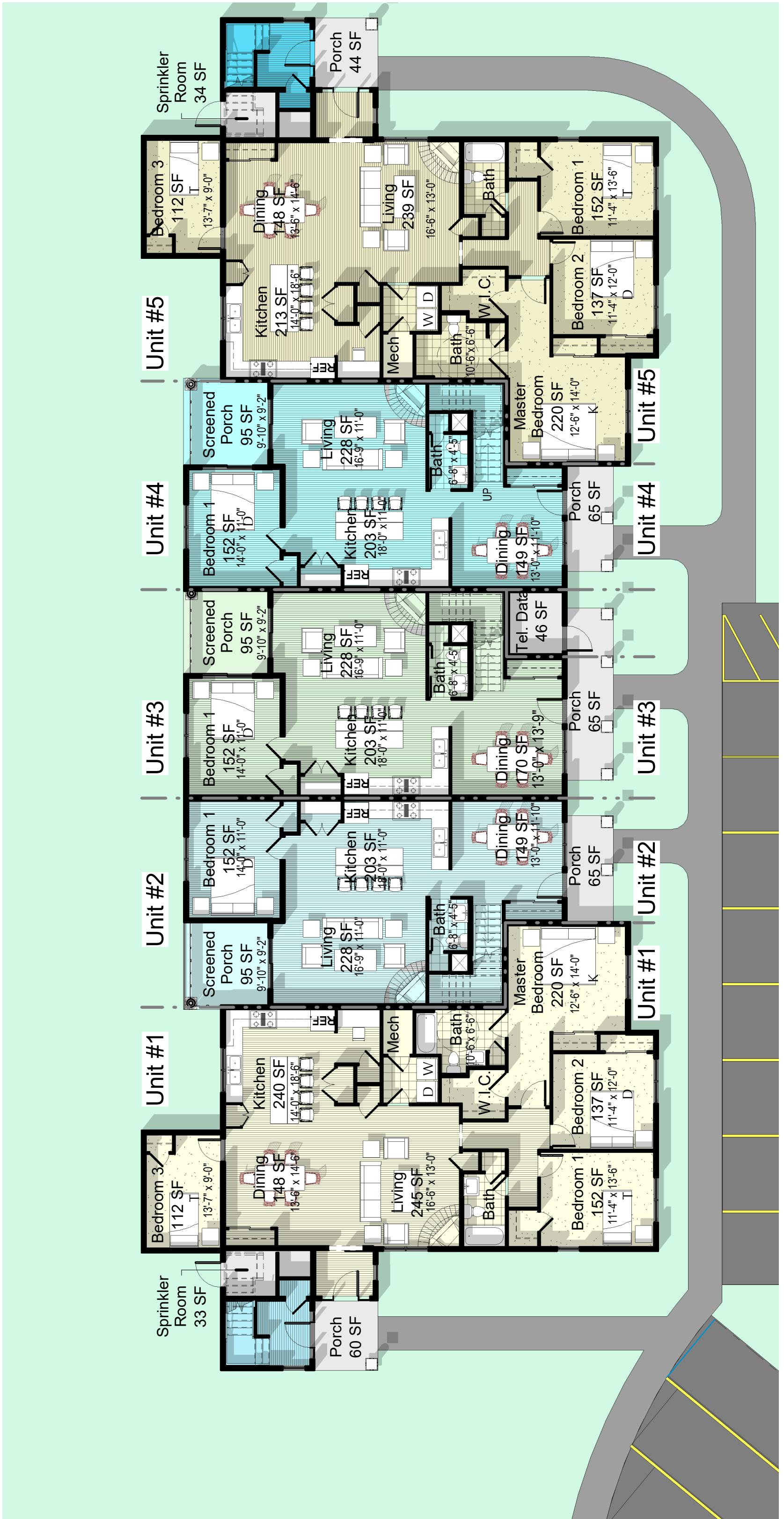
Prototype A - 7 Unit Multifamily Building - Rendering
Murphy's Farm - Residential Development Project

June 4, 2020

GIENAPP (G)
ARCHITECTS
Begin Here. Finish Well.



A graphic scale bar consisting of a series of black and white squares. The scale is marked in feet, with major tick marks at 0, 8', 16', and 24'. The text "Graphic Scale: 3/32 inch = 1 foot" is written vertically to the left of the scale bar.



7 Unit Prototype A - First Floor Plan

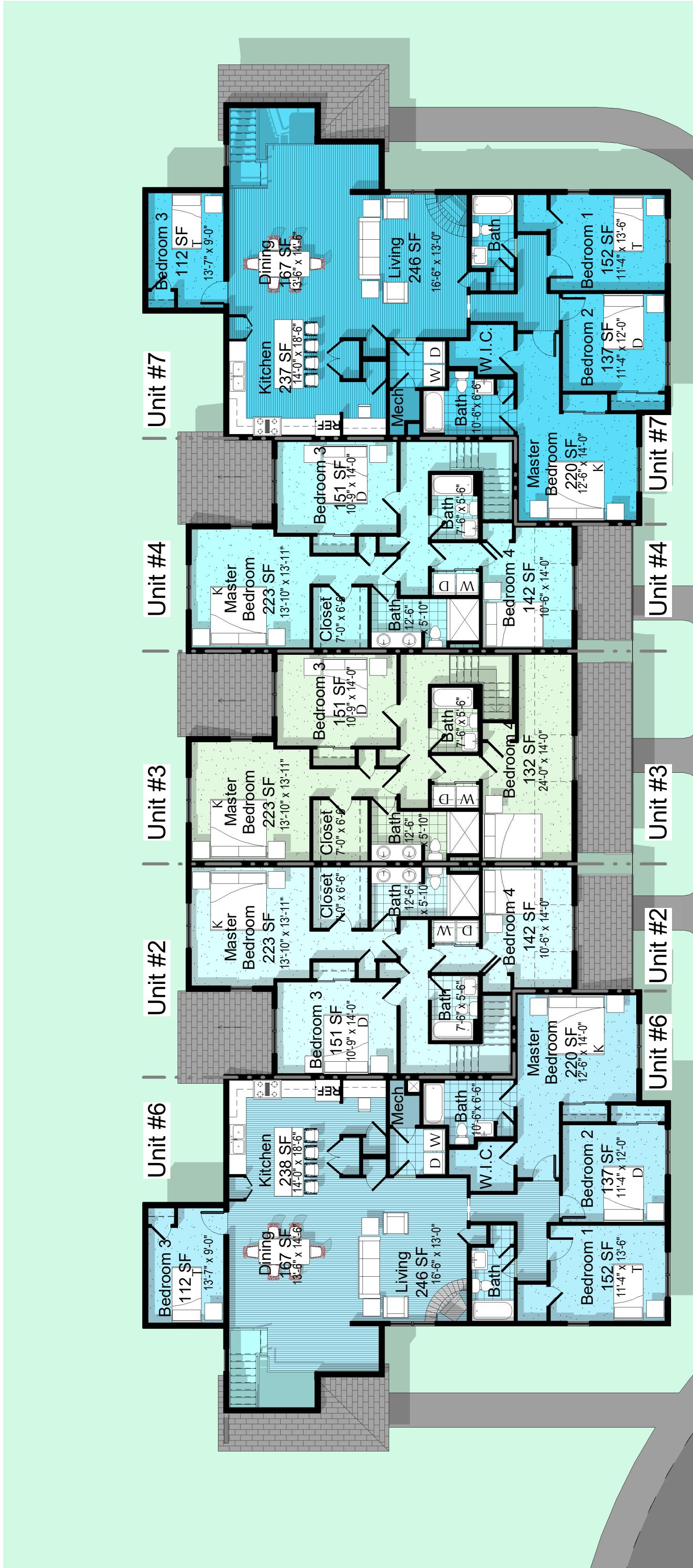
Murphy's Farm - Residential Development Project

March 3, 2022

GLENAPP
ARCHITECTS

Begin Here. Finish Well.

Graphic Scale: 3/32 inch = 1 foot

7 Unit Prototype A - Second Floor Plan
Murphy's Farm - Residential Development Project
March 3, 2022

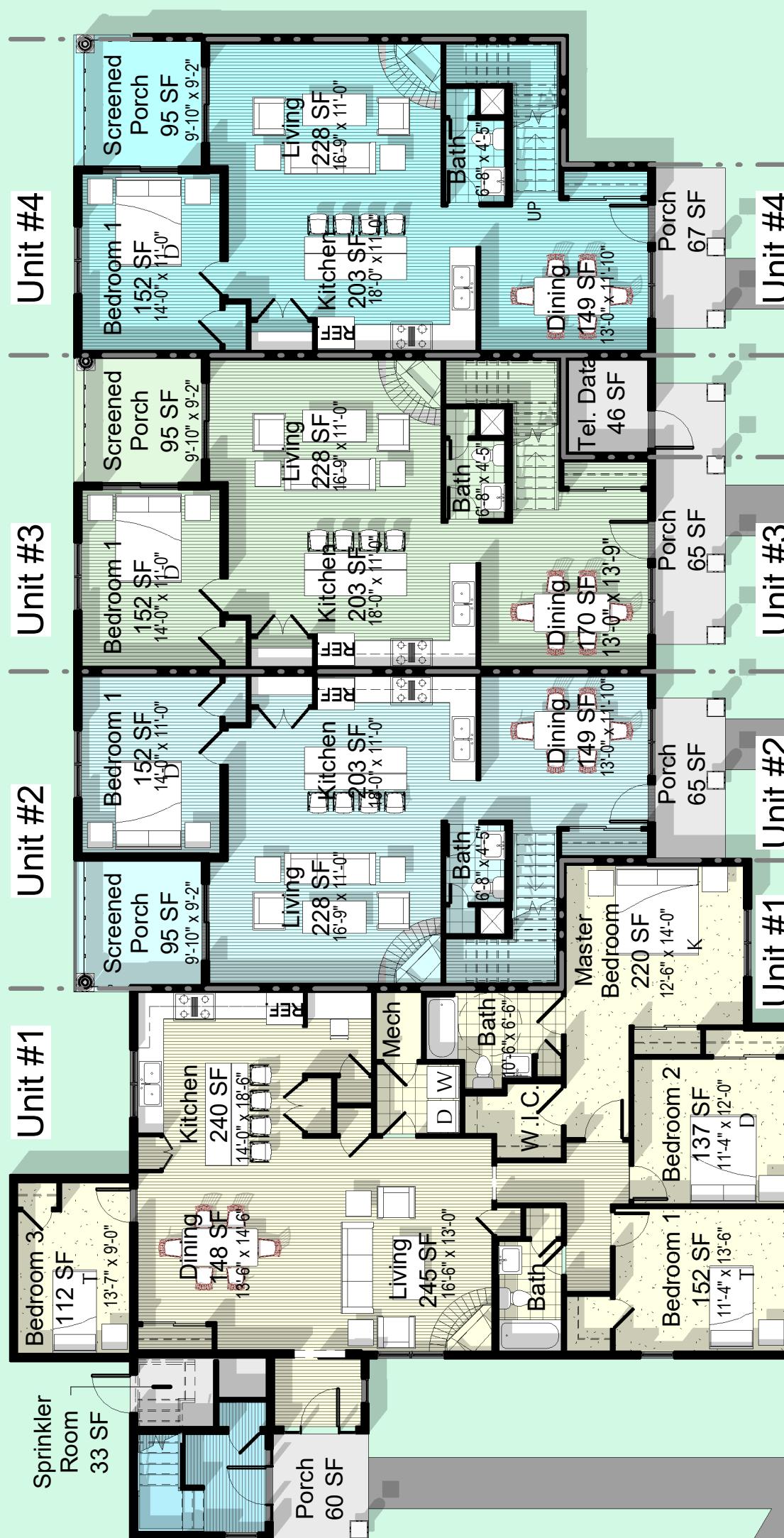
GENAPP (T)
ARCHITECTS
Begin Here. Finish Well.

Graphic Scale: 3/32 inch = 1 foot



Sprinkler
Room
33 SF

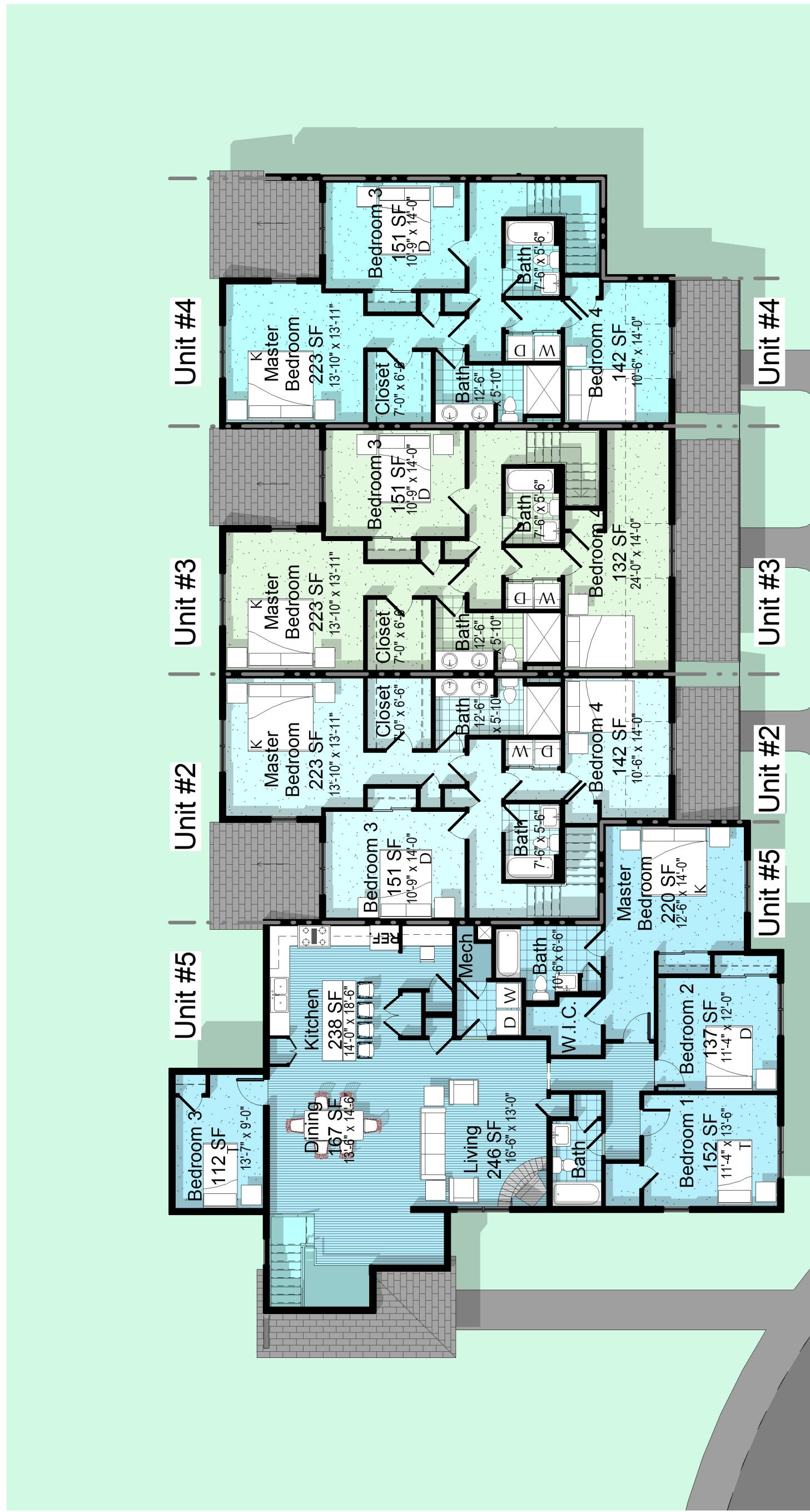
Unit #1 Unit #2 Unit #3 Unit #4



5 Unit Prototype A2 - First Floor Plan
Murphy's Farm - Residential Development Project
March 15, 2022

GIENAPP (T)
ARCHITECTS
Begin Here. Finish Well.

Graphic Scale: 3/32 inch = 1 foot



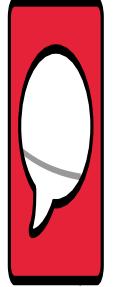
5 Unit Prototype A2 - Second Floor Plan
Murphy's Farm - Residential Development Project
March 15, 2022

GENAPP (T)
ARCHITECTS
Begin Here. Finish Well.

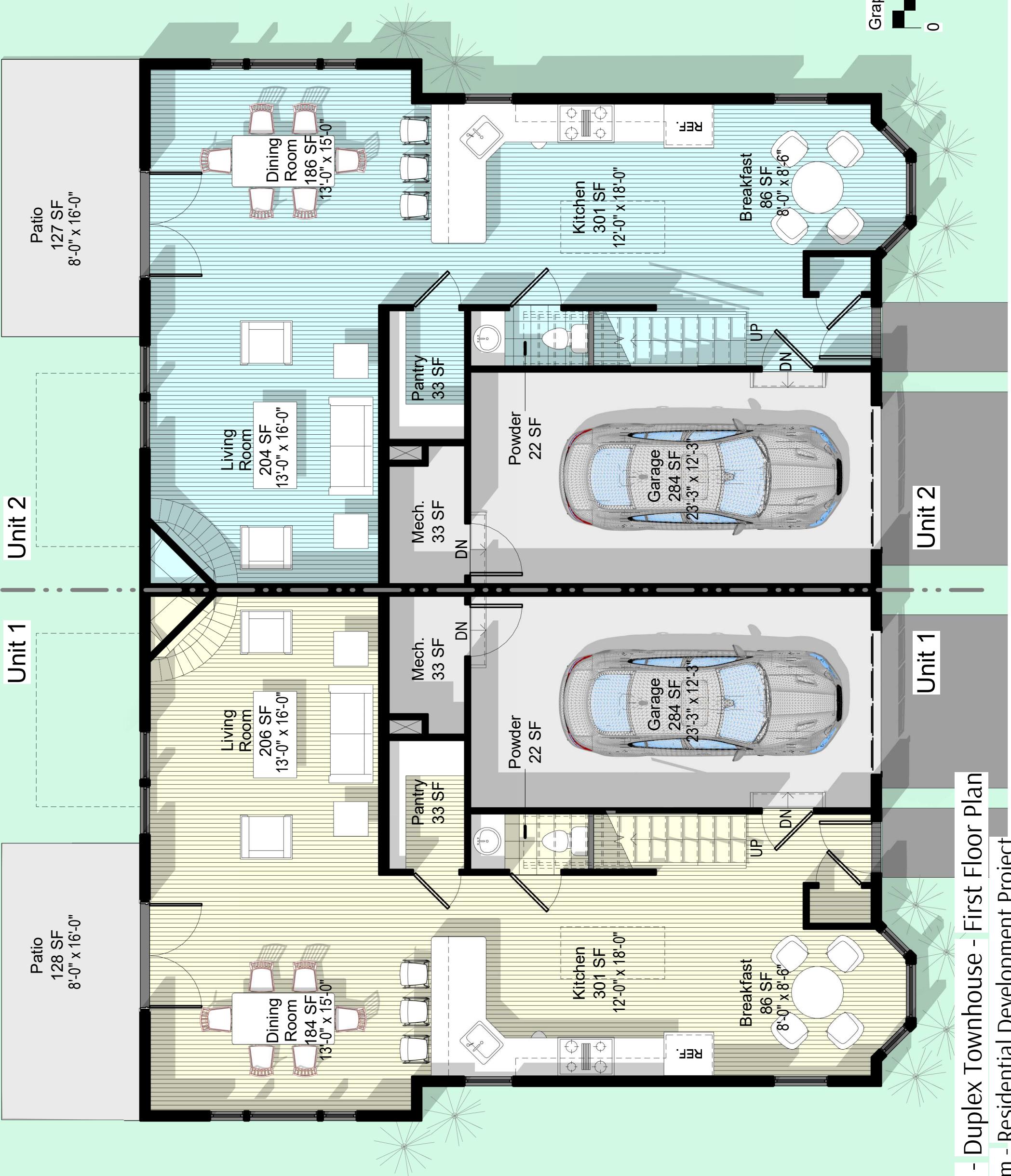
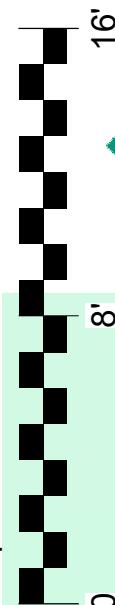


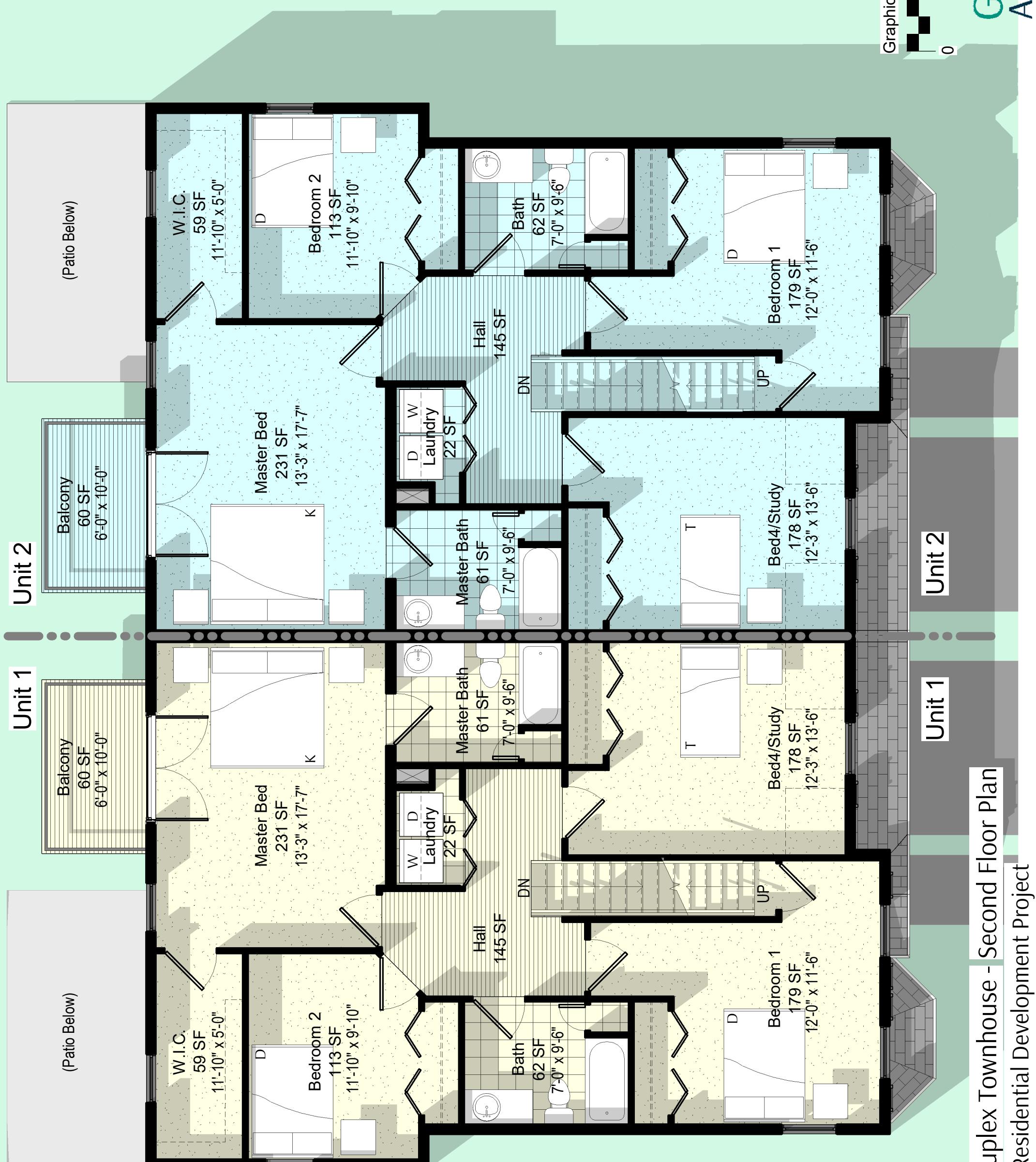
Prototype B - Duplex Townhouse - Rendering
Murphy's Farm - Residential Development Project

June 4, 2020



Graphic Scale: 3/16 inch = 1 foot





**Comprehensive Permit Application
Murphy's Farm**

Exhibit 7 – Development Team

DEVELOPMENT TEAM

Applicant/Development Entity:	(Name) (Firm Name) (Address) (City/Town) (Telephone) (Email)	Kevin O'Brien The Homes at Murphy's Farm, LLC 18 Cassimere Street Andover, MA 01810 978.265.1863 Kevin@obrienhomesinc.com
General Contractor/ Project Administrator	(Name) (Firm Name) (Address) (City/Town) (Telephone) (Email)	Kevin O'Brien O'Brien Homes, Inc. 18 Cassimere Street Andover, MA 01810 978.265.1863 Kevin@obrienhomesinc.com
Housing Consultant:	(Name) (Firm Name) (Address) (City/Town) (Telephone) (Email)	Dean E. Harrison Same 59 Lockwood Avenue Attleboro, MA 02703 508.813.1388 Deanharrison13@outlook.com
Attorney	(Name) (Firm Name) (Address) (City/Town) (Telephone) (Email)	Donald F. Borenstein, Esq. Johnson & Borenstein, LLC 12 Chestnut Street Andover, MA 01810 978-475-4488 x767 Don@JBLCLaw.com
Engineer:	(Name) (Firm Name) (Address) (City/Town) (Telephone) (Email)	Dennis Grieggi, P.E., LEED AP Andover Consultants, Inc. ("AC") 1 East River Place Methuen, MA 01844 978.687-3828 dgrieggi@andoverconsultants.com
Architect:	(Name) (Firm Name) (Address) (City/Town) (Telephone) (Email)	Dale Gienapp, RA Gienapp Architects, LLC 20 Conant Street Danvers, MA 01923 (978) 750-9062 x 112 dgienapp@gienapparchitects.com

**Comprehensive Permit Application
Murphy's Farm**

Exhibit 8 – Abutters List

ST#	ST	OWNER	CO-OWNER	MAILING ADDRESS	CITY	STATE	ZIP
22	ELIZABETH DR	SWEENEY DEBORAH A.		22 ELIZABETH DR	DRACUT	MA	01826
23	ELIZABETH DR	BAKER BRIAN D. (TE)	MARCI L. BAKER	23 ELIZABETH DR	DRACUT	MA	01826
28	ELIZABETH DR	BELIVEAU MARK (TE)	LESLIE B. BELIVEAU	28 ELIZABETH DR	DRACUT	MA	01826
29	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
34	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
35	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
40	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
41	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
46	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
47	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
52	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
53	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
58	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
59	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
64	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
65	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
70	ELIZABETH DR	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
59	HORSESHOE RD	BURKETT THEODORE & CAROL, TRUSTEES		59 HORSESHOE RD	DRACUT	MA	01826
75	HORSESHOE RD	MARSAN ALFRED M. & LAURIE J., TR.	MARSAN FAMILY TRUST	75 HORSESHOE RD	DRACUT	MA	01826
80	HORSESHOE RD	SIMPSON THOMAS (TE)	KRISTA E. SIMPSON	80 HORSESHOE RD	DRACUT	MA	01826
89	HORSESHOE RD	JOSEPHINE M MALDONADO		89 HORSESHOE RD	DRACUT	MA	01826
102	HORSESHOE RD	TANGUAY ANDRE H	KATHLEEN TANGUAY	102 HORSESHOE RD	DRACUT	MA	01826
103	HORSESHOE RD	SHAW LYNDIE		103 HORSESHOE RD	DRACUT	MA	01826
119	HORSESHOE RD	GEORGE PHYLLIS M. (TE)	PETER A. GEORGE	119 HORSESHOE RD	DRACUT	MA	01826
129	HORSESHOE RD	MARTINEZ HENRY		129 HORSESHOE RD	DRACUT	MA	01826
	METHUEN ST	BROX INDUSTRIES, INC.		1471 METHUEN ST	DRACUT	MA	01826
	REAR METHUEN ST	BROX INDUSTRIES, INC.		1471 METHUEN ST	DRACUT	MA	01826
4	MURPHY WY	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
5	MURPHY WY	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
9	MURPHY WY	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
10	MURPHY WY	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
15	MURPHY WY	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810

ST#	ST	OWNER	CO-OWNER	MAILING ADDRESS	CITY	STATE	ZIP
16	MURPHY WY	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
21	MURPHY WY	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
22	MURPHY WY	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
25	MURPHY WY	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
28	MURPHY WY	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
4	POPPY LN	PAROLISI NICHOLAS (TE)	LESLIE PAROLISI	4 POPPY LN	DRACUT	MA	01826
5	POPPY LN	MURPHY TIMOTHY J. (TE)	LISA V. MURPHY	5 POPPY LN	DRACUT	MA	01826
12	POPPY LN	MATTHEWS, PATRICIA A. (JT)	NEWTON, EDWARD R. (JT)	12 POPPY LN	DRACUT	MA	01826
	REAR POPPY LN	BROX INDUSTRIES, INC.		1471 METHUEN ST	DRACUT	MA	01826
12	RINZEE RD	TOUPIN PAUL R. (TE)	DENAH D. TOUPIN	12 RINZEE RD	DRACUT	MA	01826
22	RINZEE RD	KELLIHER ROBERT J (TE)	PATRICIA A. KELLIHER	22 RINZEE RD	DRACUT	MA	01826
31	RINZEE RD	GENTILE AMERICO (JTRS)	JACQUELINE N. NEVILLE	31 RINZEE RD	DRACUT	MA	01826
32	RINZEE RD	NEVILLE CLYDE M. (TE)	MACKENZIE HAYWARD TRUSTEE	32 RINZEE RD	DRACUT	MA	01826
39	RINZEE RD	MACSYD FAMILY IRREVOCABLE TRUST	LORI MARROCCO	39 RINZEE RD	DRACUT	MA	01826
40	RINZEE RD	MARROCCO ALAN (TE)	DONNA M. NARDELLI	40 RINZEE RD	DRACUT	MA	01826
47	RINZEE RD	NARDELLI MARK	KAREN CHENEVERT	47 RINZEE RD	DRACUT	MA	01826
48	RINZEE RD	CHENEVERT GREGORY	CELESTINA L SILVA	48 RINZEE RD	DRACUT	MA	01826
56	RINZEE RD	SILVA VICTOR J (JT)	THE CARL MAIB & LISA MAIB REALTY TR.1999	56 RINZEE RD	DRACUT	MA	01826
62	RINZEE RD	MAIB CARL & LISA, TRUSTEES		62 RINZEE RD	DRACUT	MA	01826
63	RINZEE RD	SMITH PHILLIP G		63 RINZEE RD	DRACUT	MA	01826
489	WHEELER RD	TAPLIN DANA V.		489 WHEELER RD	DRACUT	MA	01826
615	WHEELER RD	WALOR SANDRA J., TRUSTEE	WALOR IRR. FAMILY TRUST	615 WHEELER RD	DRACUT	MA	01826
95	WHEELER ST	WAKIM HANNA	ANTOINETTE WAKIM	95 WHEELER ST	DRACUT	MA	01826
101	WHEELER ST	WAKIM RAJA (TE)	YVONNE WAKIM	101 WHEELER ST	DRACUT	MA	01826
231	WHEELER ST	O'BRIEN HOMES, INC.		18 CASSIMERE ST	ANDOVER	MA	01810
261	WHEELER ST	MACDONALD CAROLYN C	ANGUS D MACDONALD JR	284 WHEELER ST	DRACUT	MA	01826
301	WHEELER ST	KOCZERA EDWIN J (TE)	PATRICIA A KOCZERA	301 WHEELER ST	DRACUT	MA	01826

ST#	ST	OWNER	CO-OWNER	MAILING ADDRESS	CITY	STATE	ZIP
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BOARD OF ASSESSORS:

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ASHLEY ANTIFONARIO, ASSESSOR:

CHERYL ARSENAULT, ASSESSOR: Cheryl Arsenault