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AFFORDABLE HOUSING USE AGREEMENT

69 Sciarappa Street (a.k.a. 86 Otis Street)

Cambridge, Massachusetts

OWNER Putnam School Apartments LLC, a Massachusetts limited liability company

OWNER'S

ADDRESS c/o Cambridge Affordable Housing Corporation, 362 Green Street, Cambridge, MA 02139

COVENANT

HOLDER Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development

COVENANT

HOLDER'S

ADDRESS 100 Cambridge Street, Suite 300, Boston, MA 02114

PREMISES The building and other improvements now or hereafter located at **69 Sciarappa Street, Cambridge, Massachusetts** (also known as 86 Otis Street, Cambridge) as more completely described in Exhibit A hereto

RECITALS

WHEREAS, Cambridge Housing Authority ("CHA") owns and operates a building with 33 dwelling units known as "Putnam School Apartments" and located at 69 Sciarappa Street, Cambridge, Massachusetts (with a mailing address of 86 Otis Street, Cambridge) and as further described in Exhibit A attached hereto and incorporated herein by reference (the "Premises");

WHEREAS, CHA owns and operates the Premises as low-rent elderly/disabled public housing with financial assistance provided by the Commonwealth of Massachusetts acting by and through its Department of Housing and Community Development under M.G.L. c. 121B, §32;

WHEREAS, state public financing assistance is to be terminated pursuant to a Release recorded on or about an even date hereof;

WHEREAS, the Premises has been and will continue to be operated as a Section 8 Project-Based Rental Assistance project until at least 2041;

WHEREAS, CHA intends to convey the Premises to Putnam School Apartments LLC under a long term ground lease for the renovation of the Premises into an Affordable Housing development with 34 dwelling units;

WHEREAS: the parties hereto desire to preserve the affordability and due process protections afforded to the tenants of and applicants to the Premises for the future; and

Property 86 Otis Street, Cambridge, MA

WHEREAS, this Agreement, authorized by Massachusetts General Laws, Chapter 184, Sections 31-33, is intended to be construed as an affordable housing restriction as defined in Massachusetts General Laws, Chapter 184, Section 31.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Putnam School Apartments LLC, for itself, its heirs, successors and assigns, hereby covenants and agrees that the Premises shall be subject to the following agreements, covenants and restrictions for the benefit of the Covenant Holder and third-party beneficiaries as provided herein as of this 14th day of December, 2021

Section 1. Definitions

In this Agreement these words and phrases have the following meaning:

“Affordable Housing” shall mean housing rented or offered for rent only to persons comprising Households of Low Income at the time of initial occupancy.

Without limiting the foregoing, units supported under any Section 8 Housing Assistance Payments Contract or any Massachusetts subsidy contract entered into by the Owner relative to any units in the Premises, or subject to restriction under Section 42 of the Internal Revenue Code shall constitute Affordable Housing. In the event Boston Area Income (defined below) is no longer determined as stated below, the Cambridge Housing Authority may determine such other basis on which to define Affordable Housing which identifies, in the Authority’s judgment the persons previously within this definition of Affordable Housing.

“Affordable Units” means the entire Premises, except for any unit used as a superintendent unit or for non-residential purposes.

“Agreement” means this Affordable Housing Use Agreement and all its terms, covenants, rights and restrictions.

“Contract Administrator” means the Massachusetts Housing Finance Agency or any subsequent administrator of any Section 8 Housing Assistance Payments Contract or any Massachusetts subsidy contract entered into by the Owner relative to any units in the Premises.

“Extended Use Period” means the date ending a period of an additional 15 years after the close of the Low Income Housing Tax Credit Compliance Period

“Owner” means all legal and equitable owners of the Premises during the Term of this Agreement, including the Owner identified above for so long as it holds title to the Premises, any subsequent owner by conveyance of title to the Premises, and any heir, successor or assign of any person holding an interest in the Premises.

"Household" means all persons who reside or will reside together in a unit at the Premises.

"Low Income", at the time of the execution of this Agreement, means household income not exceeding eighty percent (80%) of the Standard Metropolitan Statistical Area income for the Boston Area as determined by the United States Department of Labor, adjusted for family size and published by the United States Department of Housing and Urban Development under Section 8 of the Housing Act of 1937, or any successor act thereto ("Boston Area Income").

"Low Income Housing Tax Credit Compliance Period" shall mean the 15-year compliance period under Section 42 of the Internal Revenue Code, as amended.

"Rent", where capitalized, means all amounts received by the Owner with respect to any tenant's occupancy of the Premises.

"Term" shall mean that period during which the covenants and restrictions imposed by this Agreement are legally enforceable against the Premises, which shall be in perpetuity.

Section 2. Covenant to Maintain Premises as Affordable Housing

1. Premises to be Affordable Housing Throughout Term. The Owner covenants and agrees to maintain and operate the Premises as Affordable Housing throughout the Term of this Agreement.

2. Units to be Affordable Throughout Term. All of the Affordable Units shall be maintained as Affordable Housing throughout the Term of this Agreement.

3. Rents on Affordable Units. Until otherwise approved in writing by the Covenant Holder, tenants of the Affordable Units ("Tenants") qualifying under the foregoing definition of Low Income shall pay no more than thirty percent (30%) of their adjusted income, established initially at the date of the Tenant's initial occupancy, including utility payments, as rent, adjusted as may be permitted or required by a subsidy program which provides funds to maintain and operate the Premises as Affordable Housing, and if there is no such program, adjusted at least triannually.

4. Maintenance of Premises. The Owner covenants to maintain the Premises in good order, repair and condition at all times, including without limitation all fixtures, utility services, driveway and parking areas, and landscaping in existence from time to time. Without limiting the foregoing, the Owner shall maintain the Premises in full compliance with all laws, regulations, ordinances, codes, orders or other law, now existing or hereafter enacted, regarding the habitability of the Premises as housing. The Owner will keep in full force and effect all licenses, permits and other governmental approvals affecting the Premises or their use as Affordable Housing. Violations of law shall be remedied within sixty (60) days of reasonable notice of the violation to the Owner from any source (such as but not limited to citations from code enforcement officers, written complaints from tenants or observation by the Owner's personnel) or such shorter time as required by any code enforcement agency or, as to violations which cannot reasonably be remedied

within such time, within such further reasonable time as is necessary to effect a remedy, provided always that the Owner pursues the remedy continuously and with diligence.

5. Reporting Obligations. The Owner represents, warrants and covenants that the determination of whether a Household meets the Income requirements set forth in this Agreement shall be made by the Owner at the time of leasing of an Affordable Unit on the basis of the current income of such Household for such period as may be determined by the Contract Administrator. The Owner shall maintain as part of its records copies of all leases of Affordable Units and all initial and annual income certifications by Households living in Affordable Units. Owner shall keep such additional records and prepare and submit to the Contract Administrator such additional reports as the Contract Administrator determines are necessary to ensure compliance with the Owner's reporting obligations stated above with respect to those tenants. The Owner further represents, warrants and covenants that it shall conform to all requirements of the Contract Administrator regarding income certification and reporting as the Contract Administrator may require.

Section 3. Tenant Rights

Tenants of, and applicants to, the Premises shall continue to have the following rights in perpetuity regardless of the form of ownership entity:

a. Operation of all Affordable Units as elderly/disabled housing in accordance with the Cambridge Housing Authority's Admission and Continued Occupancy Policy (ACOP) or successor plan incorporating the applicable ACOP provisions, except where the federal Low Income Housing Tax Credit program imposes different requirements for future residents.

b. Use of Standard Lease Form. Continued use of the Cambridge Housing Authority standard lease as it may be amended (and grievance procedure) except where the Project-Based Rental Assistance (PBRA) program imposes a different requirement and, in any event, (i) the resident's grievance rights pertaining to individual circumstances of the tenant shall include the right to notice of owner action sufficient to prepare a defense, good cause prior to termination of tenancy, the right to file a grievance, a fair hearing before persons not involved in the initial decision, the right to examination of all evidence and the right to present evidence, the right to bring an advocate or attorney to the hearing, and a written decision on the grievance specifying the facts and conclusions based on the evidence submitted at the hearing and (ii) good cause for eviction shall not include an eviction for any criminal conduct, by tenant or a household member or guest, where the tenant could not have foreseen the misconduct, or was unable to prevent it by any available means;

c. Resident Participation Rights. Resident participation rights, including the right to form a local tenant organization, which rights shall be no less than what is provided for residents of state public housing and for residents of PBRA housing; and

d. Public Records Access. Continuation of public records accessibility in accordance with M.G.L. c. 66, as it may be amended.

Section 4. Sale or Transfer of Premises or Ownership Interest.

The Owner may not sell, transfer or exchange less than all of the Premises during the Low-Income Housing Tax Credit Compliance Period and Extended Use Period. Except for involuntary transfers to secured lenders due to a default under the loan documents or a foreclosure, the Owner shall not sell, transfer, convey, rent (except for residential leases or occupancy agreements conforming to the occupancy requirements hereof), encumber as security for financing, or in any other way exchange all or any portion of the Premises nor shall the Owner permit the sale, transfer or pledge of any direct or indirect interests in the Owner, without the express written permission of Covenant Holder, which consent shall not be unreasonably withheld or delayed with respect to any transfer to the Sponsor (Cambridge Housing Authority or any affiliate of the Cambridge Housing Authority) or any entity wholly owned and controlled by the Sponsor pursuant to the Right of First Refusal dated of even date herewith granted to the Sponsor by the Owner, provided that at the time of exercise of such Right of First Refusal (i) no default, or event or condition which with the giving of notice or passage of time or both would constitute a default, is then outstanding hereunder; (ii) the Sponsor or such other entity is in good standing with Covenant Holder and in Covenant Holder's reasonable discretion has sufficient financial capability and experience with affordable housing similar to the Premises to perform the obligations of the Owner; (iii) the Sponsor or such transferee agrees in writing to be bound by and perform all of the terms and conditions hereof; (iv) such transfer is permitted by the holder of all loans secured by the Premises and (v) the Owner gives to Covenant Holder no less than thirty (30) days' prior written notice of any such proposed transfer. Notwithstanding the foregoing: (i) the investor member interest of Owner held by Wincopin Circle LLLP, a Maryland limited liability limited partnership and/or Enterprise Housing Fund XXXVIII Limited Partnership, a Maryland limited partnership (collectively, the "Investor") may be transferred to an entity in which the Investor or an affiliate of the Investor is the sole general partner or sole managing member, provided that Covenant Holder receives notice of such transfer and (ii) the Owner's investor member may remove and replace the manager of the Owner in accordance with the provisions of the Owner's operating agreement upon the consent of Covenant Holder, which consent will not be unreasonably withheld, conditioned or delayed. In connection with any transfer requiring the consent of Covenant Holder, the Owner shall provide such information to Covenant Holder as Covenant Holder may reasonably request, shall pay a fee to Covenant Holder pursuant to Covenant Holder's then-current fee schedule and shall pay all legal fees incurred by Covenant Holder in connection with such transfer request. The Owner agrees that Covenant Holder may void any sale, transfer or exchange of the Premises if the buyer or successor or other person fails to assume in writing the requirements of this Agreement and, if applicable, the requirements of 26 U.S.C. Section 42 within thirty (30) days following such sale, transfer or exchange.

Section 5. Compliance and Enforcement

1. Third-Party Beneficiaries. The benefits of this Agreement shall inure to any past, present or future tenants or applicants of the Premises, who shall have the right to enforce same as third-party beneficiaries. Notwithstanding Section 3(b), nothing in this provision is intended to create a separate or new administrative process of appeal or review for any grievance governed by the lease of any tenant.

2. Compliance Information. The Owner shall furnish information about the Premises as the Covenant Holder may reasonably request from time to time on the identity of the Owner, the identity of any mortgagee or other person having an interest in the Premises, the consideration paid for the Premises, the condition of the Premises, the identity of the occupants, and any other information which the Covenant Holder deems relevant, all for the purpose of assuring compliance with this Agreement. The Covenant Holder shall have access to inspect the Premises at reasonable times upon reasonable notice.

3. Enforcement. Without limitation on any other rights or remedies of the Covenant Holder and/or third-party beneficiaries, in the event the Owner is found by a court of competent jurisdiction, after expiration of any applicable appeal periods, to have leased or conveyed the Premises in violation of the provisions of this Agreement, the Covenant Holder and/or third-party beneficiaries shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

a. specific performance of the provisions of this Agreement, which shall be the preferred remedy;

b. enjoin any violation of this Agreement;

c. voiding of any rental arrangement that violates this Agreement;

d. (i) in the case of any rental arrangement where the Owner is found to have violated willfully or in bad faith, then money damages for charges in excess of Rents permissible under this Agreement; or (ii) in the case of a conveyance or transfer of the Premises found to have been willfully or in bad faith caused by the Owner, then money damages for the cost of creating or obtaining other comparable dwelling units to replace those units in the Premises no longer affordable by Low Income Households;

e. any contract for sale or any sale or other transfer or conveyance of the Premises or ownership interests in violation of Section 4 of this Agreement, in the absence of a certificate of approval from the Covenant Holder approving such sale, transfer or conveyance, to the maximum extent permitted by law, shall be voidable by suit in equity to enforce such agreements, covenants, and restriction.

If any action is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other costs of bringing such action, in addition to any other relief or remedy to which such party may be entitled.

The Owner hereby grants to the Covenant Holder the right to enter upon the Premises upon reasonable notice for the purpose of enforcing the restrictions contained in this Agreement.

Section 6. Notice

Any demand, notice or request by either party to the other under this Agreement shall be sufficiently given if in writing delivered to the party intended to receive the same, or if mailed by certified mail, return receipt requested, or delivered to a recognized national courier such as Federal Express, in each case addressed to such party at its Address set forth above, or in either case to such other address as may be stated in a notice given as herein provided. Covenant Holder shall provide a duplicate notice of any notice set to Owner to Owner's investor member at Wincopin Circle LLLP, c/o Enterprise Community Asset Management, Inc., 70 Corporate Center, 11000 Broken Land Parkway, Suite 700, Columbia, MD 21044, Attn: General Counsel, with a copy to Holland & Knight LLP, 10 St. James Avenue, Boston, MA 02116, Attn: Dayna Hutchins, Esq. Owner's members may (but shall not be obligated to) cure any default by Owner hereunder on the same basis as Owner and such cure shall be accepted or rejected as if tendered by the Owner.

Section 7. Covenants to Run with the Land

All the agreements, covenants, rights and restrictions set forth in this Agreement are for **Public And Charitable** purposes, shall be interpreted in accordance with General Laws, Chapter 184, Sections 31-33, shall run with the land constituting the Premises for the purpose of maintaining the Premises as Affordable Housing throughout the Term of this Agreement, and shall be binding upon the Owner, its successors and assigns, for the benefit, and enforceable by the Covenant Holder and its successors and assigns, and/or third-party beneficiaries.

The Owner shall record this Agreement and shall include a reference to this Agreement in any and all deeds or other instruments conveying a non-leasehold interest in the Premises or any part thereof (although failure to do so shall not affect this Covenant).

Section 8. Other Provisions

1. Releases. Nothing in this Agreement shall limit the rights of the Covenant Holder to release, from time to time, in whole or in part, any of the covenants, rights or restrictions contained herein with respect to the Premises for circumstances substantially affecting the ability of the Covenant Holder or Owner to comply with this Agreement, provided any release is consistent with preserving affordability and due process protections afforded to tenants of and applicants to the Premises to the extent feasible. No release shall be effective unless it is in writing and duly authorized and executed by the Covenant Holder. Additionally, no release shall be

effective unless the Covenant Holder first notifies in writing Cambridge and Somerville Legal Services, the Alliance of Cambridge Tenants, the City of Cambridge's Community Development Department's Housing Director (or such successor agencies to each of these), and all current tenants of the Premises of the proposed release, with sufficient detail of the reasons and facts therefor, and thereafter holds a public hearing in accordance with M.G.L. c.184 §32 upon reasonable notice to these entities and the general public for the purpose of receiving and responding to comments thereon.

2. Captions Not Binding. Captions for sections herein have been inserted for convenient reference and are not to be construed as part of this Agreement.

3. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction in an action in which the Covenant Holder and/or a third-party beneficiary is a party, such decision shall not impair or otherwise affect any other provision of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable.

4. Interpretation. This Agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts according to its terms, is subject to the general principles of equity, fairness and reasonableness irrespective of whether such enforcement or interpretation is considered in a proceeding at equity or in law and shall be construed according to its purpose of fostering and preserving Affordable Housing.

5. Successors Bound. This Agreement shall be binding on the parties and their respective successors and assigns, including without limitation successors in title or interest to the Premises.

6. Counterparts. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which is need be produced for any purpose.

*[The remainder of this page is intentionally left blank.
The next page is the signature page.]*

Putnam School Apartments LLC
a Massachusetts limited liability company

By: Margaret Donnelly Moran
Margaret Donnelly Moran
Authorized Signatory

Cambridge Housing Authority

By: Michael Johnston
Michael Johnston
Executive Director

**Commonwealth of Massachusetts,
acting by and through the Department of
Housing And Community Development**

By: _____
Benjamin Stone
Director, Division of Public Housing

Putnam School Apartments LLC
a Massachusetts limited liability company

By: _____
Margaret Donnelly Moran
Authorized Signatory

Cambridge Housing Authority

By: _____
Michael Johnston
Executive Director

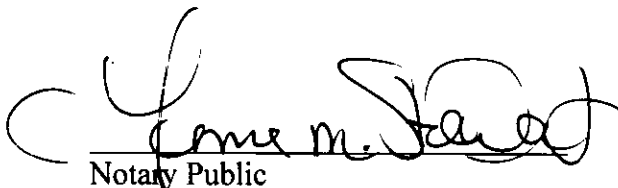
**Commonwealth of Massachusetts,
acting by and through the Department of
Housing And Community Development**

By: Ben Stone 11/4/21
Benjamin Stone Director, Division of Public
Housing

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

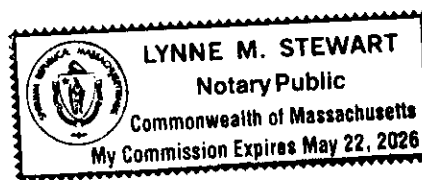
On this 2nd day of November 2021, before me, the undersigned notary public, personally appeared Margaret Donnelly Moran, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), 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 as an Authorized Signatory of Truman Apartments LLC, as the voluntary act of Putnam School Apartments LLC.



Notary Public

(official signature and seal of notary)

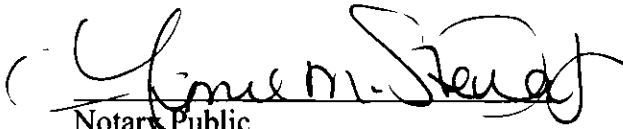
My commission expires:



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

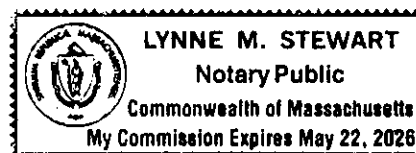
On this 2nd day of November 2021, before me, the undersigned notary public, personally appeared Michael Johnston, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as the Executive Director of Cambridge Housing Authority as the voluntary act of such entity.



Notary Public

(official signature and seal of notary)

My commission expires:



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 4th day of November 2021, before me, the undersigned notary public, personally appeared Benjamin Stone, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), 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 as an Authorized Signatory for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development.



Notary Public

(official signature and seal of notary)

My commission expires:

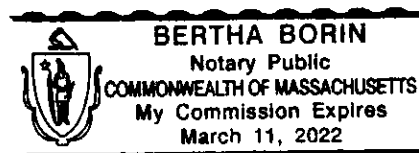


EXHIBIT A**Property Description**

The land in Cambridge, Massachusetts, known as the Putnam School, located at the southwest corner of the intersection of Fourth Street, and Otis Street and consisting of four (4) parcels, more particularly bounded and described as follows:

Parcel 1

A certain lot of land at Lechmere point so called in said Cambridge being a part of lot numbered one hundred and forty seven on a plan of said Point, taken by Stephen P. Fuller and recorded in the Registry of Deeds, Book 243, Page 544, butted and bounded as follows, to wit; Commencing at the intersection of Fourth and Otis Streets thence running southerly on Fourth Street one hundred feet, thence Westerly on land of Clerk fifty feet thence Northerly on land of William S. Rogers one hundred feet thence Easterly on Otis Street fifty feet; to the point of Commencement.

Parcel 2

A certain lot of land situate in Cambridge in that part thereof called East Cambridge being part of lot numbered one hundred and forty seven on a plan taken by Stephen P. Fuller and recorded in the Registry of Deeds for said County of Middlesex Book 243, Page 544, situated on the south side of Otis Street and butted and bounded as follows viz commencing on Otis Street fifty feet westerly from the intersection of Otis Street and South Fourth Streets thence running westerly on Otis Street fifty feet thence southerly on land of I. Hastings and others one hundred feet thence easterly on land of Binney and others fifty feet thence northerly on land of the Town of Cambridge one hundred feet to the point begun at.

Parcel 3

A certain parcel of land with the buildings thereon, situated on the westerly side of Fourth Street in said City bounded and described as follows, viz; Beginning at a point sixty two feet distant from the intersection of Thorndike Street with said Fourth Street, between said Thorndike and Otis Streets thence running Westerly on land formerly of Samuel Slocumb fifty (50) feet to land now or formerly of Benjamin Walker, thence Northerly by said land of Walker thirty eight (38) feet to other land of the said City of Cambridge upon which stands the Putnam School House; thence Easterly by said other land of said City fifty (50) feet, to said Fourth Street; thence, Southerly by said Fourth Street thirty eight (38) feet to the point of beginning.

Parcel 4

A certain lot of land, with the buildings thereon, situated in that part of said Cambridge called East Cambridge on the Southerly side of Otis Street and bounded and described as follows, viz, Beginning at a point on said Street distant westerly one hundred (100) feet from the intersection of said Otis and South Fourth Street, thence running Westerly on said Otis Street twenty five (25) feet thence turning at right angle and running Southerly in a line parallel with said South Fourth Street one hundred (100) feet, thence running Easterly in a line parallel with said Otis Street twenty-five (25) feet to the School house lot thence turning and running northerly one hundred (100) feet on the School house lot to the point of beginning on said Otis Street.

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