

ASSEMBLY SQUARE & EAST SOMERVILLE UCH-TIF ZONE AND PLAN

Submitted to EOHLIC: [Date, Year]



City of Somerville, Massachusetts
Mayor's Office of Strategic Planning and Community Development
Mayor Jacob D. Wilson

Submitted to:
The Commonwealth of Massachusetts
Executive Office of Housing and Livable Communities
Under M.G.L. c.40 § 60
as an "UCH-TIF Zone and Plan"

| | |
|--|---|
| UCH-TIF Plan Name | Assembly Square & East Somerville UCH-TIF Plan |
| UCH-TIF Plan Zone Designation | Assembly Square & East Somerville UCH-TIF Zone |
| Applicant Municipality | City of Somerville, MA |
| Official Authorized to Execute UCH-TIF Agreements | <p>Mayor Jacob D. Wilson Somerville City Hall 93 Highland Avenue Somerville, MA 02143 Attention: Mayor Jacob D. Wilson mayor@somervillema.gov t: (617) 625 -6600 x2100 f: (617) 625-3434</p> |
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| Included Properties | None. |
| Commercial Center | Under Massachusetts General Laws Chapter 40 Section 60(a)(i). The proposed Assembly Square & East Somerville UCH-TIF Plan, form of UCH-TIF Agreement, and any negotiated agreements meet the requirements of 760 CMR 58.00. Municipal authorization of this UCH-TIF Zone and Plan can be found in Appendix B. |

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EXECUTIVE SUMMARY

This proposal establishes the Assembly Square and East Somerville UCH-TIF Zone and Plan as a targeted financing tool to facilitate increased housing production, connect neighborhoods divided by highway infrastructure, and encourage mixed-use, transit oriented development on vacant and underutilized sites across the east side of Somerville. The Zone spans two neighborhoods: East Somerville, an historically immigrant community, and Assembly Square, a partially redeveloped former industrial area. These two neighborhoods are divided from each other and the rest of the city by significant highway infrastructure like Interstate 93.

Assembly Square was historically the site of a major auto assembly plant that ceased operations in the late 1950s, spurring post-industrial decline. Over the past decade, portions of Assembly Square have been successfully redeveloped, including the mixed-use Assembly Row development and the Mass General Brigham corporate campus, in part due to an Urban Renewal Plan as well as community advocacy and planning efforts. East Somerville is a historic center of Somerville's immigrant communities, both supporting a thriving residential as well as small-business community. Much of the development benefit of Assembly Square has been slow to cross the interstate, exacerbating disparities between the two neighborhoods.

Substantial portions of the proposed UCH-TIF Zone remain underdeveloped or vacant, particularly properties along Interstate 93. Around half of the land area in the Zone is comprised of surface parking lots and vacant parcels. There are a number of vacant and underutilized commercial properties along Broadway in East Somerville and in the connecting segments between the neighborhoods. Two recently developed high-rise life science lab and office buildings, built in 2022, have also remained vacant for several years after initial construction due to declining regional demand for lab space, contributing to a fifty-nine percent (59%) vacancy rate of leasable square feet in the Zone, largely due to over a million square feet of vacant lab and office space.

Extensive community advocacy and planning efforts, including the Assembly Square Master Plan Mixed-Use District and Planned Unit Development from 2004-2006, SomerVision 2040, and the 2025 Assembly Square Neighborhood Plan, have outlined the community's vision for a vibrant mixed-use district in Assembly Square that balances commercial growth with substantial housing production. These plans also call for

strengthening pedestrian and multi-modal circulation and connectivity between Assembly Square and East Somerville, connecting two neighborhoods severed by the highway.

Crucially, Somerville faces an acute housing crisis that is magnified by limited land availability, an aging housing stock, and rising development costs. The City's Housing Needs Assessment 2025¹ (HNA) outlines the immediate need to build more housing to meet increasing housing demand and limit displacement pressures. Vacancy rates for rental and owner units in Somerville were between 1-2% in 2022 (compared to a healthy 3-5%). Despite over 1700 units added to Somerville since 2020; the vacancy rate quickly returned to below 5% in 2024 due to rapid leasing reflecting high demand. Rents continue to grow and the effective rent per unit in 2024 has grown by 8.6% compared to 2019.

Nearly forty percent (40%) of renter households in Somerville are cost burdened - paying more than thirty percent (30%) of their income on housing costs. Fifteen percent (15%) are severely cost burdened - paying more than fifty percent (50%) of their income on housing costs. Somerville needs an estimated additional 13,000 units at or below eighty percent (80%) of the Area Median Income (AMI) to meet current housing demands. Additionally, the existing housing stock is aging - approximately 65% of the City's housing units were built before 1939 - and may not meet modern standards for accessibility, energy efficiency, and other aspects that impact both the quality and cost of living.

Historically, the neighborhoods on the east side of Somerville have had a more diverse resident population and lower housing prices. However, residents report being displaced due to being priced out of their neighborhoods. According to the Housing Needs Assessment, this is associated with the recent influx of higher-income residents along with increasing housing demand. The HNA notes that renters are being displaced due to owner sale of buildings, especially in gentrifying neighborhoods like East Somerville, and is one of the major challenges that renters face.

Assembly Square and the commercial corridor of East Somerville promise high capacity for new housing to serve these neighborhoods, which could help staunch displacement pressures caused by housing supply limitations. Challenging market conditions have limited the fulfillment of the goals set out by the community, limiting the potential development of vacant land in the neighborhood including the creation of thousands of

¹ <https://s3.amazonaws.com/somervillema-live/s3fs-public/housing-needs-assessment-2025.pdf>

urgently needed housing units. The existing uses have yet to be transformed to fully deliver the community visions of increased housing, public space, and commercial development, despite significant public investment and infrastructure improvements.

The goal of this UCH-TIF Plan is to encourage the thoughtful redevelopment of vacant and underutilized sites into substantial new residential units and thriving commercial spaces, utilizing private investment to achieve public goals including improving neighborhood connectivity, access to civic and open spaces, and promoting anti-displacement actions.

LOCAL APPROVAL PROCESS

Designation of Commercial Area by Chief Executive

The City of Somerville designated an area as the Assembly Square and East Somerville UCH-TIF Zone which qualifies as a Commercial Center under Massachusetts General Laws Chapter 40 Section 60(a)(i). The proposed Assembly Square and East Somerville UCH-TIF Plan, form of UCH-TIF Agreement, and any negotiated agreements meet the requirements of 760 CMR 58.00. Municipal authorization of this UCH-TIF Zone and Plan can be found in Appendix B.

Public Hearing

A public hearing was held on [DATE] to make public comment on the proposed UCH-TIF Zone, Plan, and form of Agreement. Notice of the public hearing was published in [NEWSPAPERS & DATES] and posted on the City website on [DATE]. Copies of the proposed UCH-TIF Zone, Plan, and form of Agreement were made available electronically at [CITY WEBSITE?] and hard copies were available [UPON REQUEST]. The public hearing notices and minutes can be reviewed in Appendix B.

Approval by Municipal Legislative Body

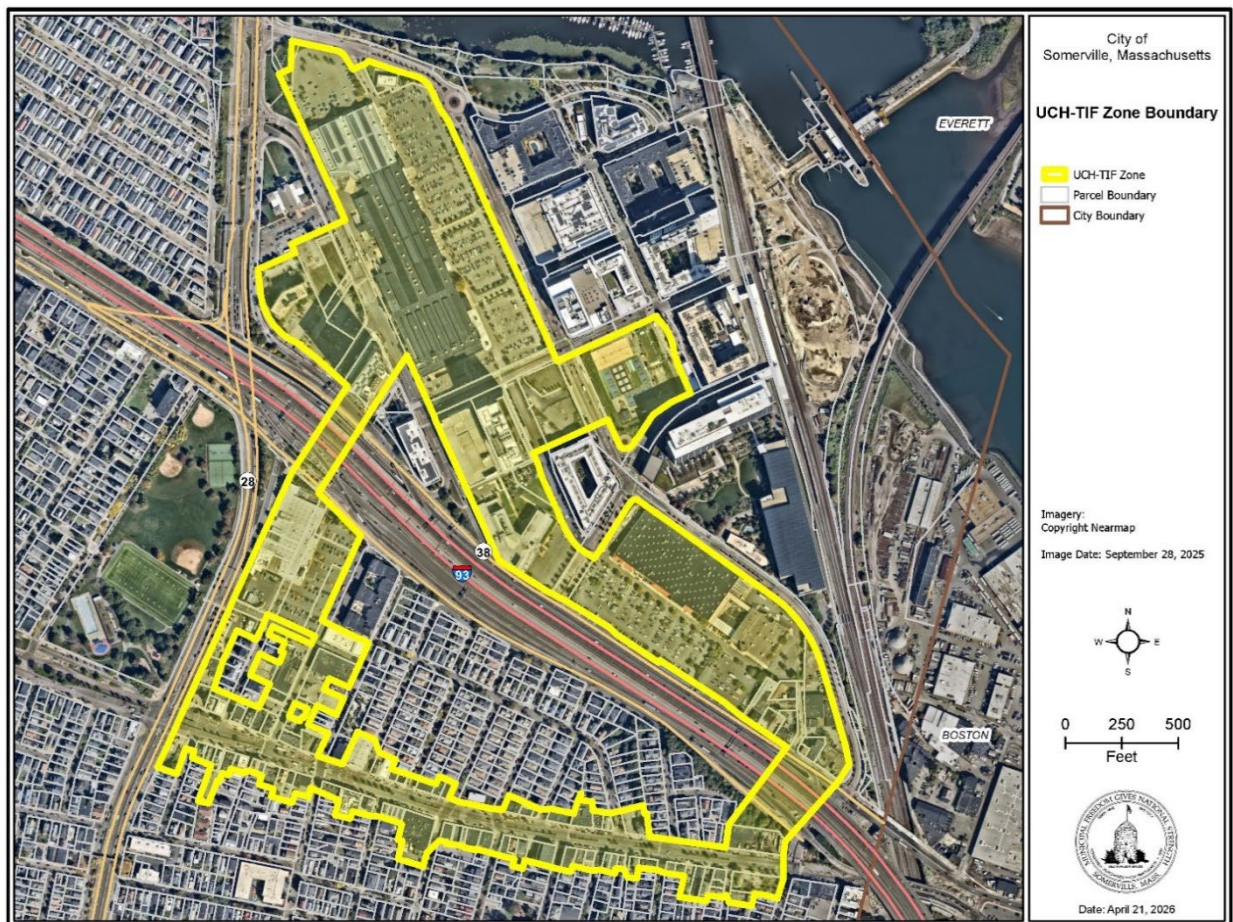
On [DATE], the City Council approved the UCH-TIF Zone, Plan, and form of Agreement and imbued the [Mayor of Somerville] with the authority to sign UCH-TIF Agreements. [The approval of the UCH-TIF Zone/Plan/form of Agreement was made with the following amendments...].

THE UCH-TIF ZONE

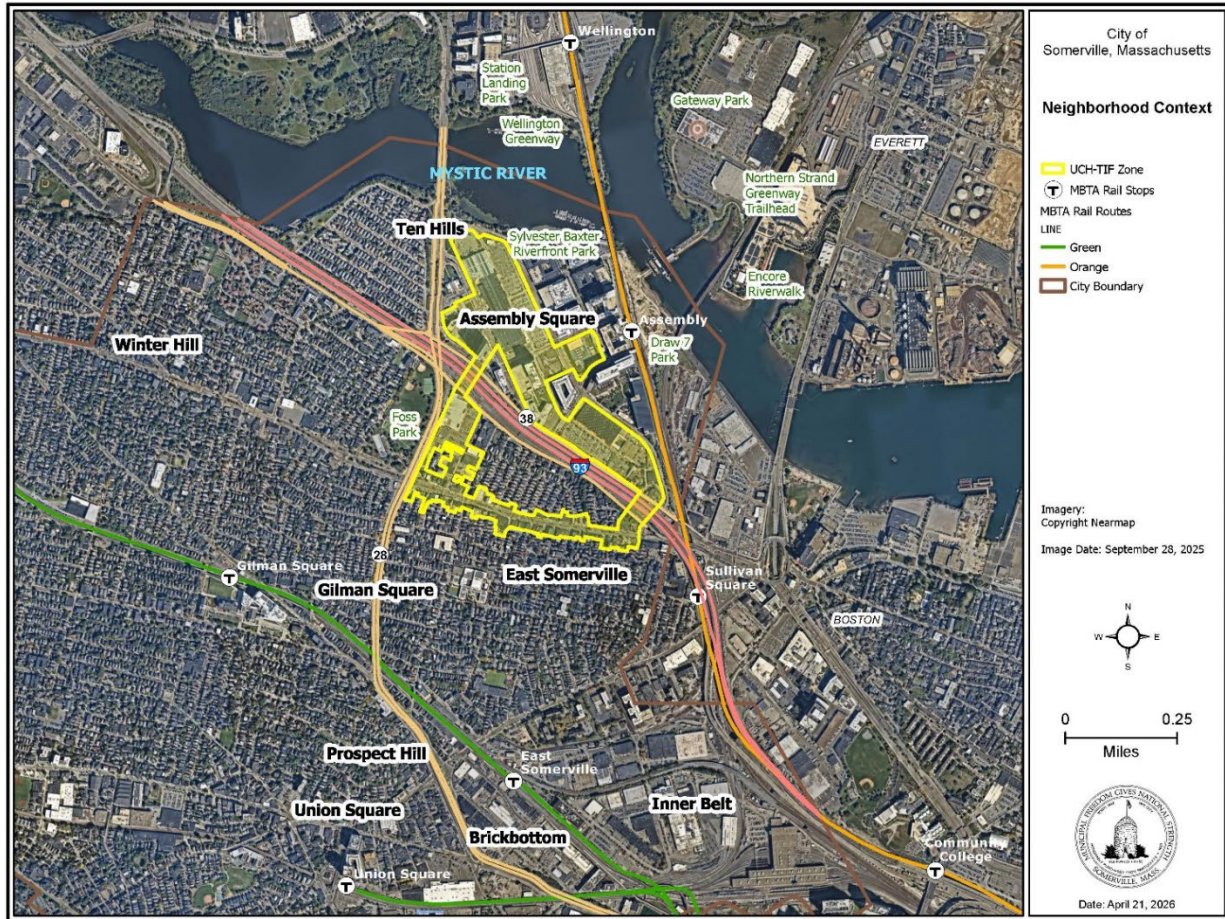
Description of the UCH-TIF Zone Boundary

The Zone encompasses portions of Assembly Square described in the Assembly Square Neighborhood Plan including the Assembly Marketplace, the Middlesex Avenue Corridor, Assembly Square South, and Assembly Point. The Zone extends into East Somerville, at two access points crossing Interstate 93 and connects with the commercial district along Broadway. The Zone is shown in Map A. UCH-TIF Zone Boundaries. A full list of parcels, ownership, and use can be found in Appendix A.

MAP A. UCH-TIF ZONE BOUNDARIES



MAP B. NEIGHBORHOOD CONTEXT



Designation of the UCH-TIF Zone as a Commercial Center

The UCH-TIF Zone qualifies as a commercial center within an area of concentrated development pursuant to M.G.L. Chapter 40, Section 60(a)(i).

Over 85% of the Zone is commercial property, and an additional 10% of the square footage area of the Zone consists of vacant lots. Less than 3% of the total area is residential, and 2% is mixed-use which includes both commercial space and residential. Significant portions of the Zone are currently dominated by auto-centric and low-density commercial uses, while others feature lab and office spaces with significantly high vacancy rates.

The northern portion of the Zone encompasses Assembly Square, which is one of the largest commercial districts in Somerville and is referenced in various city planning

documents as a prime opportunity for increased commercial and residential growth within a dense municipality with limited developable land. The Zone borders Assembly Row, a predominantly commercial area anchored by regional retail, entertainment, office space, and the MBTA Orange Line Assembly Station. The southern portion of the Zone contains the Broadway corridor in East Somerville which contains a significant number of small businesses and serves as a major commercial center on the east side of the city.

These two neighborhoods are divided through the center by Interstate 93, with connecting segments along McGrath Highway to the northwest and Lombardi St to the southeast characterized by primarily auto-oriented commercial and vacant lots, as well as a grocery store with significant surface parking. Community planning, outlined in the Assembly Square Neighborhood Plan and SomerVision 2040, indicate both desire and need for increased commercial and residential development in these areas, with a particular goal of improving the walking experience between the neighborhoods by filling in the vacant and/auto-oriented blocks with pedestrian friendly development

PUBLIC BENEFIT

There are roughly 2.2 million square feet of leasable commercial space, 1.3 million square feet of which is vacant. Over half of the total leasable commercial space in the Zone, fifty-nine percent (59%) square feet, is vacant. This percentage strongly reflects the vacant high-rise lab and office spaces - nearly a million square feet of lab and office space remain unfilled years after development. A full 15% of the vacant leasable space is vacant ground floor retail space and other neighborhood-scale commercial spaces. A total of 10% of the land area in the Zone consists of vacant lots.

To qualify as an UCH-TIF Zone, the area must meet one of the below conditions. The Assembly Square & East Somerville UCH-TIF Zone qualifies by meeting the public benefit threshold of *(i) a commercial vacancy rate of 15 percent or more* shown in Table 1 below. The vacancy rate is calculated by dividing the vacant square footage of leasable commercial space by the total square footage of leasable commercial space, resulting in a commercial vacancy rate of fifty nine percent (59%).

Table 1. Qualification of the Area as an UCH-TIF Zone - Public Benefit Thresholds

At least one of the following Conditions must be met – (i) (ii) or (iii)

| | |
|-------------------------------------|---|
| (i) | The UCH-TIF Zone has either: |
| <input type="checkbox"/> | an unemployment rate that exceeds the statewide average by at least 25 percent; OR |
| <input checked="" type="checkbox"/> | a commercial vacancy rate of 15 percent or more; OR |
| <input type="checkbox"/> | an average household income below 115% of the Area Median Income; OR |
| (ii) | At least 51 percent of the land area within the UCH-TIF Zone is located within a qualified census tract, as defined in Section 42(d)(5) of the Internal Revenue Code; OR |
| (iii) | At least 51 percent of the land area within the UCH-TIF Zone constitutes a |
| <input type="checkbox"/> | Blighted open area; OR |
| <input type="checkbox"/> | Decadent area; OR |
| <input type="checkbox"/> | Sub-standard area, as defined in Section 1 of Chapter 121A |

The Assembly Square and East Somerville UCH-TIF Plan would address vacancy but also help connect people to businesses and housing opportunities on both sides of the highway. The high commercial vacancy rate in the Zone highlights the need in this to attract new commercial activity to the zone. Redeveloping vacant properties into higher-density housing, typically also with ground floor commercial space, will bolster the existing small business community by adding to the number of storefronts, expanding the foot traffic and consumer base to support existing and future businesses, and improving circulation between neighborhoods and the associated benefits of each.

The Zone advances multiple City plans including SomerVision 2040 and the Assembly Square Neighborhood Plan by incentivizing private development along with public investment to achieve community goals. The UCH-TIF Plan enables redevelopment that will deliver the following:

- Housing production that increases total supply, expands affordable options, and mitigates displacement pressures
- Revitalization of vacant and underperforming commercial properties
- Strengthened commercial health for East Somerville businesses through increased foot traffic and neighborhood connectivity
- Increased commercial tax revenue to support social and infrastructure investments

- Improved connectivity between neighborhoods divided by Interstate 93 and MA-28 (McGrath Highway), enhancing multimodal pedestrian, bicycle and transit access
- Expanded access to public and civic spaces, including the Mystic River waterfront
- Minimize residential and business displacement by first encouraging development on vacant properties and potentially creating a pathway to negotiate anti-displacement strategies in UCH-TIF agreements for tenanted properties

AFFORDABLE HOUSING

The City of Somerville seeks to address the affordable housing crisis through developing housing that addresses the needs of the community, particularly through meeting deep affordability levels and serving low-income, senior, and other vulnerable populations.

The UCH-TIF will be an added tool for the City to spur the development of new housing, especially on the vacant properties in the Zone and the City is looking to encourage development that meets the community's affordable housing needs at a moment when the market otherwise is not producing new inclusionary units. Should UCH-TIF Agreements be negotiated with properties that are underperforming relative to their zoning potential, but currently have tenants, the City intends to use this tool to guide developers to minimize displacement and offer tenants (commercial and residential) assistance.

The City of Somerville conducted an updated Housing Needs Assessment in 2025 . The study found that Somerville has seen an increase in gentrification and displacement due to rising housing demand and limited housing stock, especially lower income renters at or below 80% Area Median Income (AMI) levels, and most crucially below 50% AMI. New housing development is needed to meet the more than 13,000 unit deficit required to meet the City's housing needs. SomerVision 2040 has identified Assembly Square and segments of East Somerville as ideal for delivering significant numbers of new housing units.

Neighborhoods that are traditionally affordable and with historically diverse populations are seeing added pressure due to an influx of higher-income households and increased homebuying demand, and is reflected in the increase in conversion of apartments to condos. These neighborhoods are facing declining housing affordability, loss of lower-income and working-class households, and the displacement of renters, households with children, and minority households. Racial minority populations have shifted from East Somerville to adjacent neighborhoods and to communities outside of Somerville.

Accessibility remains an issue in Somerville’s housing stock – particularly related to mobility issues and the need for physical modifications which impact the cost and availability of housing options. Somerville’s aging population, seniors at or above age 65, are especially vulnerable to affordability challenges, and approximately 8% of residents had a disability in 2022, pointing to a need for housing supply that meets a variety of needs. Other housing considerations such as utility cost challenges point to the desire to build new housing units, which are often constructed with greater energy-efficiency.

According to Massachusetts General Laws Chapter 40 Section 60 (b), projects must comply with one of three minimum affordability thresholds outlined in Table 2 to be eligible for UCH-TIF. It is the City of Somerville’s intention that projects will, at a minimum, meet the City’s existing inclusionary zoning ordinance², yielding 20% affordable units at three different tiers of affordability (50% AMI, 80% AMI, and 110% AMI). That said, projects seeking an UCH-TIF agreement may be encouraged to go above and beyond the affordability minimum required by the Inclusionary Zoning ordinance and produce either more affordable units (more than 20% affordable units) or more deeply affordable units. The City’s Housing Needs Assessment recognizes an unmet need for units serving households earning below 50% AMI and even below 30% AMI. In rare cases, the City may entertain an UCH-TIF agreement that yields between 15-20% affordable units, but only if such an agreement yields units that serve households earning at or below the 30% or 50% AMI level, understanding that serving those households takes a greater degree of subsidy.

Table 2. Eligibility of Project for UCH-TIF - Affordability Thresholds

At least one of the following Conditions must be met – (i); (ii) or (iii)

| | |
|---------|---|
| ☐ (i) | At least 15% of housing units shall be affordable to occupants or families with incomes at or below 80% of area median income (AMI) where the city or town is located as defined by HUD; OR |
| ☐ (ii) | At least 25% of housing units assisted by UCH-TIF shall be affordable to occupants or families with incomes at or below 110 percent of AMI; OR |
| ☐ (iii) | Property shall satisfy requirements of existing inclusionary zoning ordinance or by-law in city or town, which property owner is required to make a portion of housing units assisted by UCH-TIF agreements affordable to low-and-moderate income households. |

² <https://online.encodeplus.com/regs/somerville-ma-zoa/doc-viewer.aspx?secid=465#secid-4009>

OBJECTIVES

The primary objectives of the UCH-TIF Plan are to encourage housing production and economic growth while advancing neighborhood connectivity. The proposed UCH-TIF Plan is intended to spur the creation of new housing, including affordable units, in an area with strong transit access, employment opportunities, and capacity for greatly increased housing density.

Focusing development effort on bridging the physical barrier created by Interstate 93 creates the opportunity for the benefits of redevelopment to radiate out from Assembly Square into East Somerville and beyond. This has the potential to enhance neighborhood connectivity and access to newly delivered amenities within Assembly Square to the neighborhoods beyond by increasing housing density, mixed-use development, and associated infrastructure improvements. It also creates the rare opportunity to improve broader community access to public space and nature, as Somerville's main access to the Mystic River is on the internal edge of the Assembly Square neighborhood, separated from the broader city by significant highway infrastructure and expanses of surface parking.

Housing Development

- Promote new housing development situated near transit, employment, commercial, civic, and public space
- Encourage increased housing development investment through tax incentives during challenging market conditions
- Increase the total housing stock and diversify unit types to serve households across size and income levels
- Expand the supply of affordable units in Assembly Square and along major corridors connecting with East Somerville and the rest of the city
- Deliver new housing that meets accessibility, sustainability, and energy efficiency standards, addressing the City's aging housing stock

Neighborhood Connectivity and Public Spaces

- Reconnect neighborhoods divided by highway construction through strategic redevelopment and public realm design

- Increase multimodal pedestrian, bicycle, and transit activity into and throughout Assembly Square, expanding public accessibility and reducing car dependence
- Support transit-oriented housing near the MBTA Orange Line Assembly Station, connecting with major employment centers and greater metropolitan Boston
- Expand access to the Mystic River waterfront, both through the addition of increased residential population and through targeted urban design and the creation of new parks, civic spaces, and thoroughfares
- Create gathering spaces that support community life, neighborhood identity, and ecological and social resilience

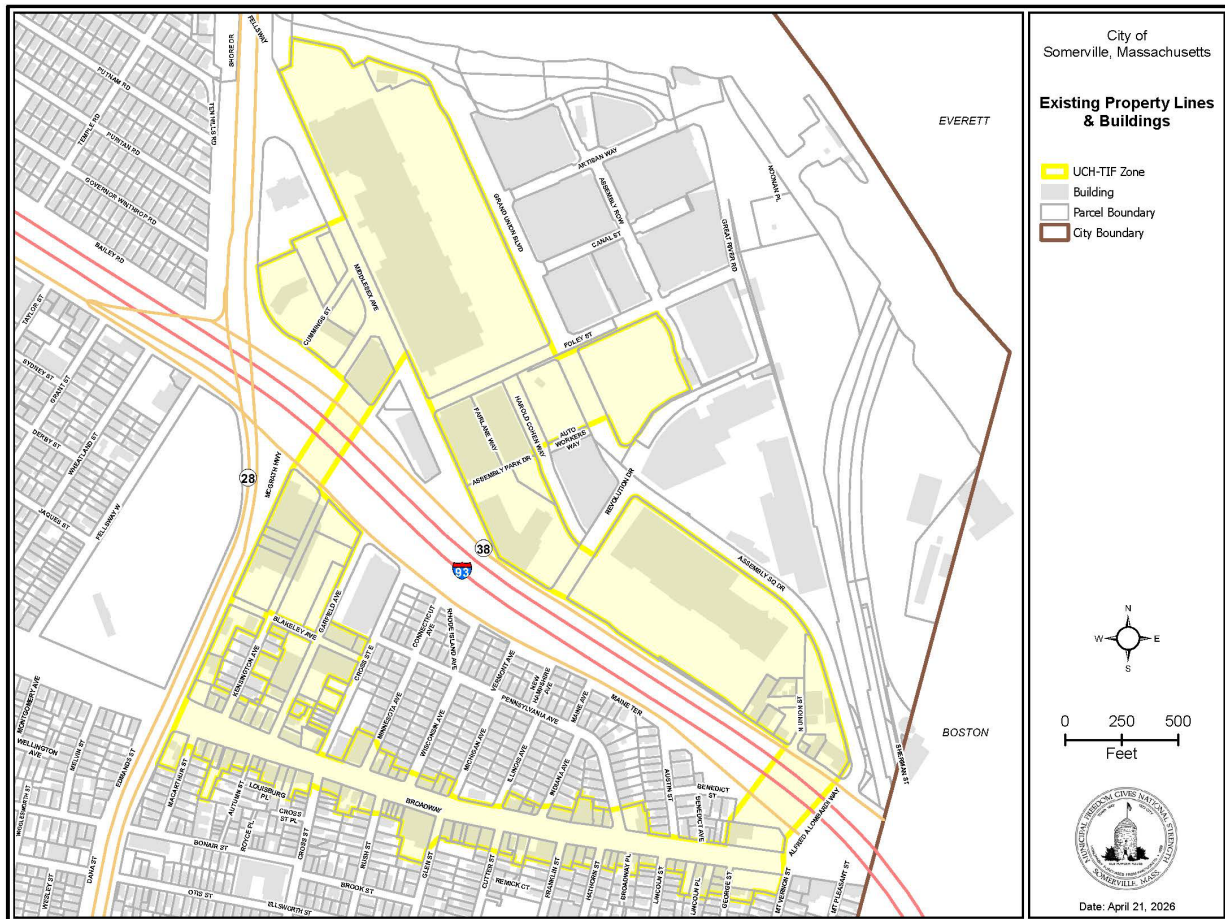
Equitable Development

- Address prolonged commercial vacancy and underutilized land, particularly in areas impacted by highway development and its associated environmental impacts
- Support increased development in vacant and underutilized lots to relieve displacement pressures and expand business and employment opportunities
- Align private investment with community visions proposed by neighborhood and citywide planning by promoting anti-displacement measures
- Attract and retain quality commercial uses to support residents and expand the commercial tax base to support public services and infrastructure
- Retain and attract skilled workforce connected to the regional university, innovation, and healthcare ecosystem to the growing Assembly Square regional employment hub

PARCEL DESCRIPTION, COVERAGE, AND ZONING

The UCH-TIF Zone encompasses portions of Assembly Square and East Somerville that are directly affected by highway construction, physically disconnected from one another and the rest of the city. Interstate 93 separates East Somerville from Assembly Square, contributing to environmental and noise pollution, limited pedestrian access, and a general sense of disconnection. The Zone is surrounded on multiple sides by high-capacity and car-centric thoroughfares, including the Fellsway, McGrath Highway, Mystic Avenue, and Interstate 93. These routes effectively sever portions of the Zone from the rest of the city and currently driving on these routes is the dominant mode of travel into and within the area. Around half of the Zone consists of parking lots and paved surfaces.

MAP C. EXISTING PROPERTY LINES AND BUILDINGS



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The East Somerville portion of the Zone is characterized by a commercial corridor largely anchored by small businesses. Parcels at the connecting edges of the Zone are either vacant or primarily auto-oriented including gas stations, truck facilities and auto-repair. The corridor has been upzoned to allow higher density commercial and residential development (mixed use with a maximum of 3-6 stories), but these highly visible underdeveloped sites currently undermine pedestrian connectivity and economic vitality. These sites form a critical link between East Somerville and Assembly Square yet currently discourage foot traffic and circulation between the neighborhoods.

While the northeastern portion of Assembly Square, a former industrial auto-assembly plant, has undergone partial redevelopment, the southwestern portion included in the Zone that borders Interstate 93 remains largely underdeveloped, characterized by vacant parcels, surface parking, auto-oriented retail, and vacant lab and office buildings. The

Assembly Square Neighborhood Plan highlights the potential for this area to become the center of dense residential and commercial development, unlocking significant potential housing units, anchored by community greenspace and in near proximity to Sylvester Baxter Riverfront Park along the Mystic River, Somerville’s primary waterfront access.

Ownership of Parcels & Uses Within the UCH-TIF Zone

The UCH-TIF Zone contains 111 parcels across 3,002,175 square feet. The full list of parcels and description of their use, ownership, and the age of improvement are included in Appendix A. All parcels included in the Zone are privately owned.. Development priority is focused on the multiple vacant lots throughout the Zone. Vacant lots constitute 10% of the Zone, and nearly half of the land area in the Zone consists of underutilized paved surfaces including parking lots.

There are a significant number of vacant commercial properties along Broadway. This corridor was identified as an ‘Enhance’ area in the SomerVision 2040 comprehensive plan ³ and is envisioned to deliver a higher density of housing and continue to create spaces where commercial businesses can thrive and grow on the ground floor. Assembly Square was identified as a ‘Transform’ area. Significant portions of the neighborhood remain low-density and characterized by paved parking lots, but have been identified in both the SomerVision and the Assembly Square Neighborhood Plan as having the capacity to deliver large quantities of housing, civic, and commercial spaces.

The following parcels within the Zone that encompass in total 1,015,490 square feet have been identified as vacant lots, vacant commercial or partially vacant commercial space that may be potential sites for redevelopment. This is not an exhaustive list - there are additional properties within the UCH-TIF Zone that have potential for redevelopment under this program. Properties identified as vacant have been unoccupied for months or years.

Vacant Lots: 68-B-2, 68-B-3, 77-E-1, 99-A-13, 99-A-15, 103-B-1

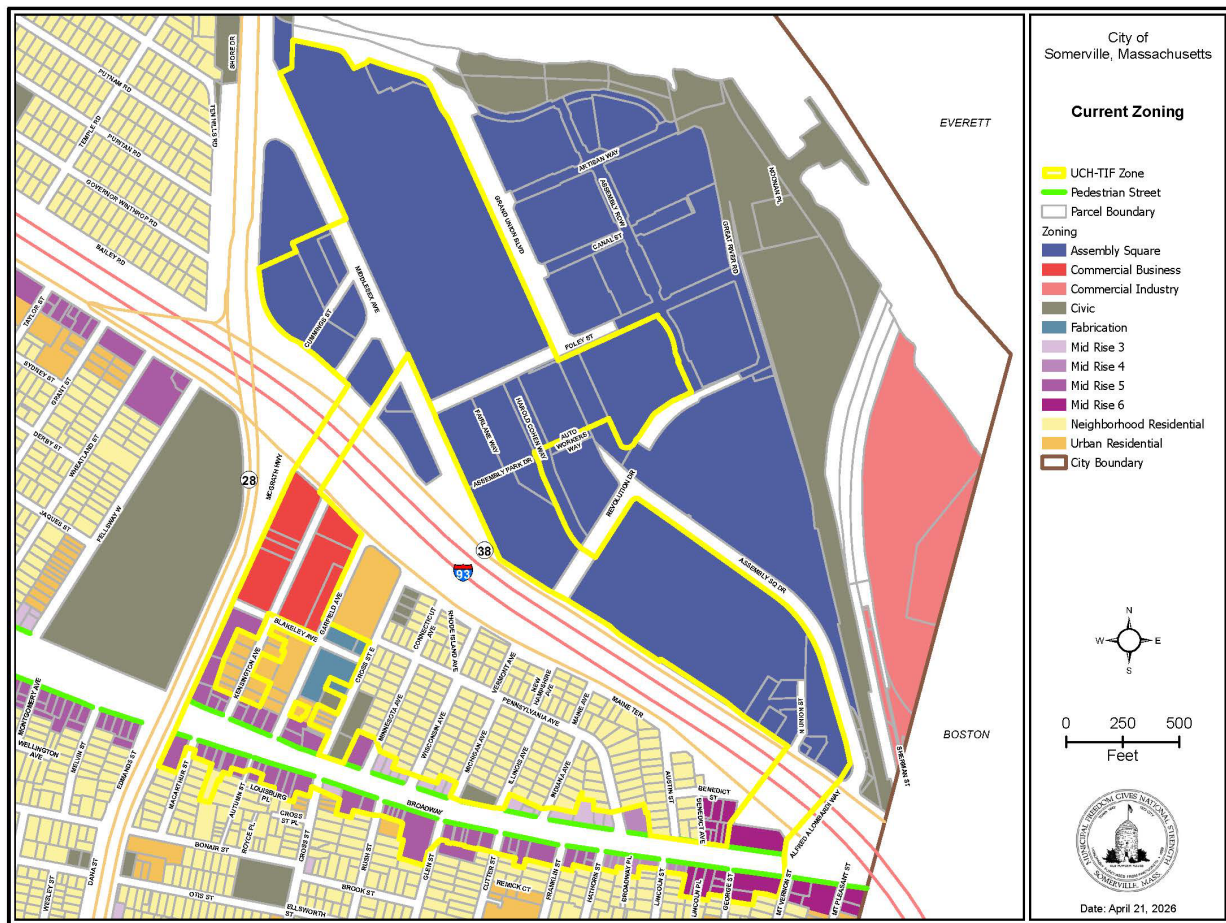
Vacant or Partially Vacant Commercial: 77-D-1, 88-A-1, 88-A-4, 90-C-2, 90-C-3, 90-E-5, 91-A-1, 101-A-9, 102-D-18

³ <https://www.somervision2040.com/plan/>

Existing Zoning in UCH-TIF Zone

Map D. illustrates the existing zoning framework within the Zone and highlights the opportunity to align zoning capacity with housing and commercial development through the UCH-TIF plan.

MAP D. CURRENT ZONING



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A significant portion of properties within the Zone fall under the Assembly Square Mixed-Use District (ASMD)⁴, a special zoning district created to facilitate long-term planning and development efforts for the area. This district allows for a mix of commercial, residential and civic uses and reflects decades of community input and planning processes. This neighborhood typically has buildings developed at the scale of half- or full-block, and typically requires additional site planning prior to development. This special district also

⁴ <https://online.encodeplus.com/regs/somerville-ma-zoa/doc-viewer.aspx#secid-3982>

lays out the goals of redeveloping the underutilized area that is within close walking distance to the Assembly Square MBTA station, to improve the Mystic River waterfront and access to it and other new civic spaces, to improve utility and mobility infrastructure into and throughout the area, and to support the continued transformation of the Assembly Square neighborhood into an urban center of commerce.

The East Somerville segments of the Zone are primarily zoned Midrise 3 (MR3), Midrise 4 (MR4), Midrise 5 (MR5), Midrise 6 (MR6), Urban Residence (UR), and Commercial (CB). Midrise 3-6 districts enable multi-unit mixed-use buildings from 3 to 6 stories in height, respectively. These zoning designations⁵ are intended to support higher density mixed-use development along these major corridors which have yet to be fully realized. Urban Residence zoned districts are intended to serve as a transition between Neighborhood Residence and the Mid-Rise, High-Rise, and Commercial Districts, allowing multi-unit residential buildings and permit increased residential density for apartment buildings that meet Net Zero Ready or 100% affordable housing. These areas are zoned for higher density and enable multi-unit residential and mixed-use buildings.

UCH-TIF Zone Infrastructure, Capacity, and Conditions

The Zone benefits from substantial existing and planned public infrastructure investment. There has been significant investment within the zone including infrastructure improvements in the past several decades, and there are multiple major projects planned directly adjacent to the Zone that will have positive impact on growth.

Significant investment in streetscapes, parks and public realm improvements, bike and pedestrian infrastructure, and utilities have been made across the Zone. There are ongoing sewer separation and flood mitigation projects running adjacent to the Zone which directly impact the flood resilience of the properties. The Zone is bordered by two State parks and some of the only waterfront access within the City along the Mystic River.

Additionally, Assembly Square contains the City's first new fire station⁶ in over fifty years, expanding public safety coverage and improving response times. The facility is fully electric and fossil fuel free, supporting the City's sustainability goals.

⁵ <https://online.encodeplus.com/regs/somerville-ma-zoa/doc-viewer.aspx#secid-3940>

⁶ <https://www.somervillema.gov/assemblyfirestation>

Transportation & Streetscape

Transportation access within the Zone is a significant asset. The Zone is extremely well-connected by multiple MBTA train lines as well as bus routes. The MBTA Orange Line Assembly Square station, completed in 2014, significantly supports this vision by connecting the area to downtown Boston and the greater metropolitan area. The MBTA Orange Line Sullivan Square stop is within a quarter mile of the southeastern portion of the Zone, providing continuity within and across the East Somerville neighborhood into Assembly Square and beyond. Much of the Zone is also within a one-mile radius of both the East Somerville and Gilman Square stations of the MBTA Green Line. Bus Network Redesign will also be more than tripling the number of bus trips to Assembly Square and upgrading service on East Broadway to key route service every 15 minutes or more.

Community vision described in multiple planning documents imagines the neighborhood as accessible by multiple modes of transit and reducing car-dependency. Quick-build and permanent improvements, including pedestrian safety upgrades, bike infrastructure, and bus stop enhancements at Middlesex Avenue and Grand Union Boulevard, have greatly increased mobility options and reduced auto-dependance.

State and City investments have improved intersections, sidewalks, and roadway conditions along Mystic Avenue, Broadway, Lombardi way, and McGrath Highway, all of which are major thoroughfares within and alongside the Zone. The Kensington Connector has significantly improved pedestrian and bicycle connectivity between East Somerville and Assembly Square by providing safe crossing beneath Interstate 93 and Mystic Avenue and will continue to improve in subsequent phases of the project.

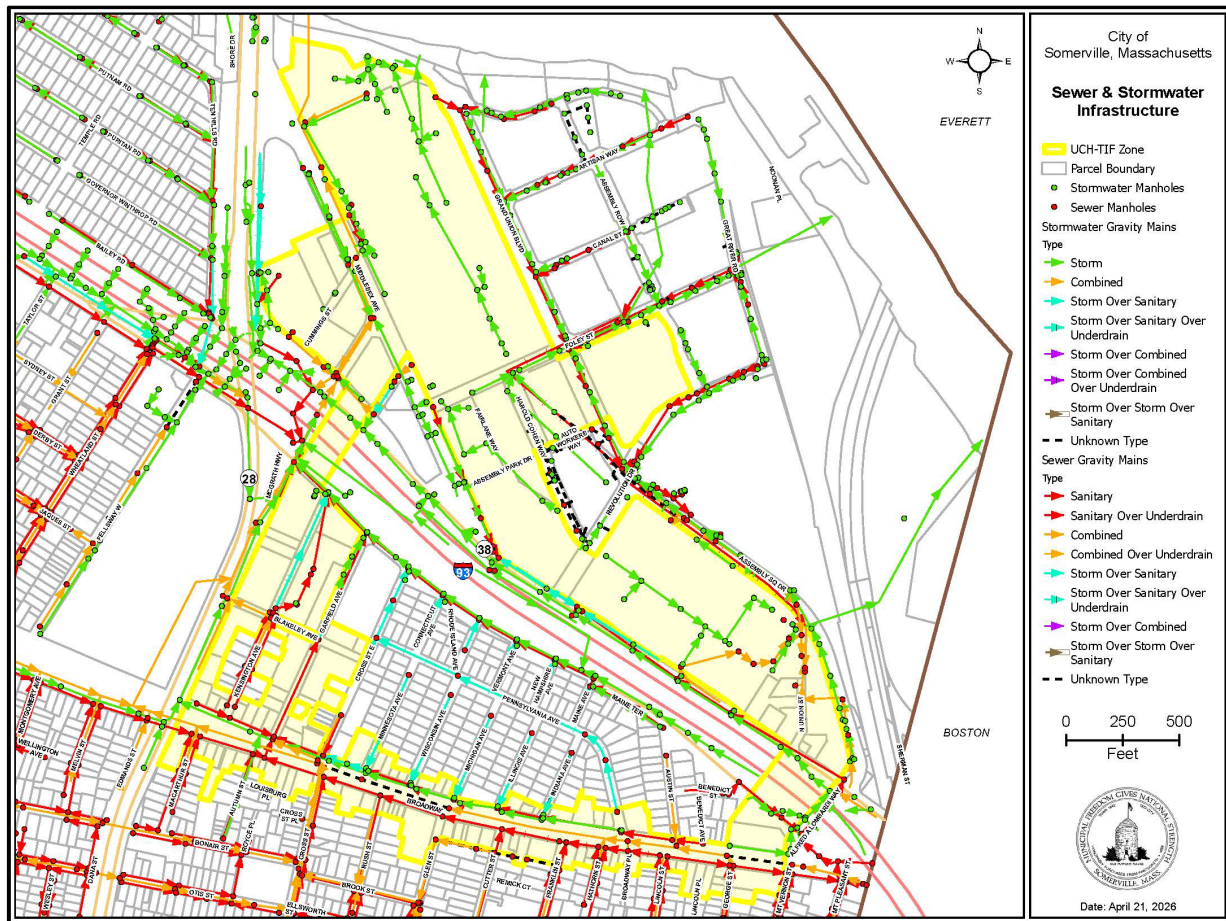
Additionally, McGrath Highway, a major thoroughfare running along the western edge of the UCH-TIF Zone, is in the process of being fully redesigned and redeveloped after more than a decade of planning. McGrath Hwy will undergo an extensive transformation, changing the character of the thoroughfare from a heavy automobile-focus to a more multi-modal roadway, which will in turn encourage more human scale mixed-use development along the corridor. The project will reconstruct the portion of McGrath Highway to improve accessibility, expand multimodal transportation, and reduce vehicular accidents along the route. The project was slated for Transportation Improvement Program (TIP) funding through the Boston Metropolitan Planning Organization starting in Federal Fiscal Year 2027, as well as the federal Reconnecting Communities grant. The

reconstruction of the intersection of Broadway and McGrath Hwy, at the southwestern corner of the UCH-TIF Zone, will reconnect the Zone even further into the rest of the City, improving links between Assembly Square and East Somerville with neighborhoods beyond.

Stormwater and Sewer Infrastructure

The Zone is served by municipal stormwater and sewer systems that have been subject to recent targeted upgrades. Map E. illustrates the existing stormwater and sewer infrastructure serving the Zone.

MAP E. STORMWATER AND SEWER INFRASTRUCTURE



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East Somerville is currently undergoing a major water main replacement and repair initiative. Sewer infrastructure improvements⁷ were completed in 2025 along portions of Mount Vernon Street, replacing aging pipes, shown in Figure 1.

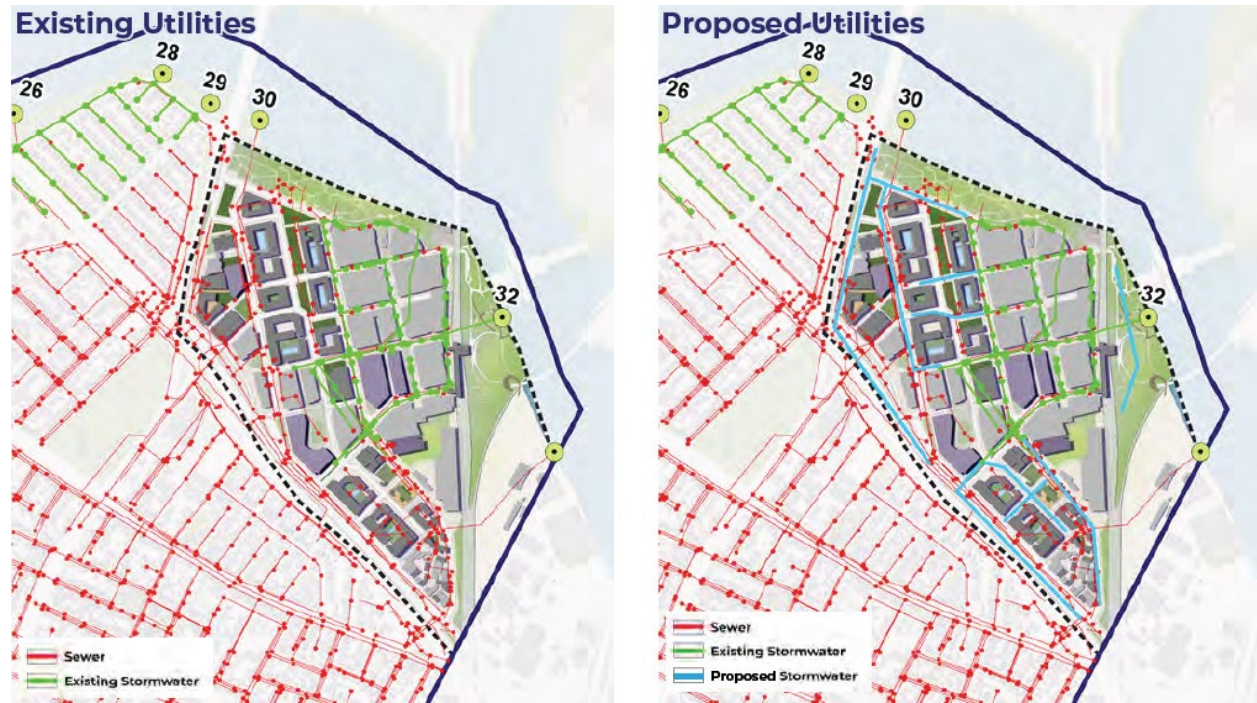
Figure 1. Sewer Pipeline and Manhole Rehabilitation



The Assembly Square segment of the UCH-TIF Zone has undergone sewer and stormwater upgrades thanks in large part to upgrades made alongside new development, and has detailed future upgrades in Figure 2, as described in the Assembly Square Neighborhood Plan. Stormwater infrastructure required based on a fully developed Assembly Square following the Assembly Square Neighborhood Plan, would require handling an additional 972,500 gallons per day (GPD) in additional sewer flow. Since Somerville has limited waterfront access – historically Assembly has been the site of a combined stormwater/sewer outfall. Steps are underway to mitigate the possibility of combined sewer overflow events and improve water quality in the Mystic River while also adding to the capacity needs.

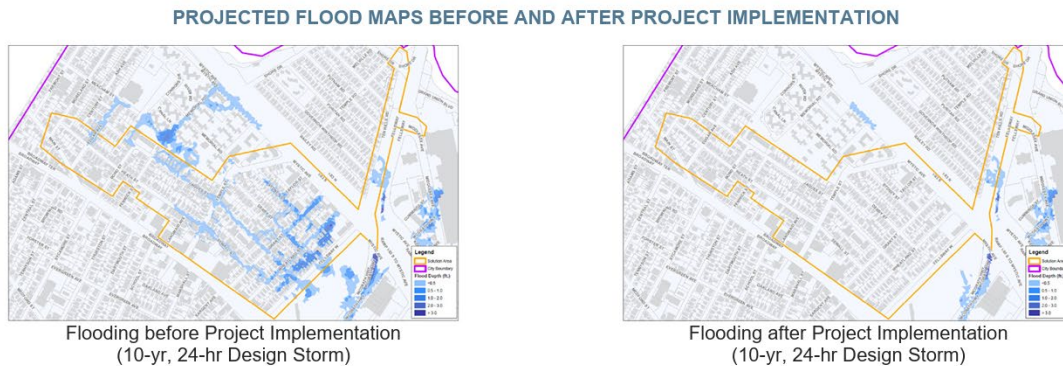
⁷ <https://www.somervillema.gov/pipelinerehab>

Figure 2. Existing and Proposed Utilities (Assembly Square Neighborhood Plan 2025)



Additionally, there are two projects included in the Citywide Flood Mitigation and Water Quality Master Plan that will have positive impact on the UCH-TIF Zone. The first is a conceptual plan for a new storm drain on Foley St between Middlesex Ave and Grand Union Blvd (Project ID S2-6) and the installation of a backflow prevention device on Middlesex Ave storm drain. The second is the ongoing sewer separation project (Figure 3.) along Jaques St and Heath St and between Temple St and Fellsway W (Project S2-2). The project will construct a new stormwater outfall north of Shore Drive and redirect stormwater from Jaques St area to new stormwater outfall. This project is not within the UCH-TIF Zone but runs adjacent along the Fellsway and a short segment of Mystic Ave. The project mitigates flooding within the Zone on properties that run along the McGrath Hwy and the Fellsway.

Figure 3. Mystic River Outfall, Foss Park Area Sewer Separation – Flood Relief & CSO Mitigation Enabling (2022)



Open Space

As one of the densest municipalities in the region, Somerville has limited open space. The Assembly Square neighborhood presents a rare opportunity to expand access to open space, particularly through the creation of new parks alongside development, as well as by creating new connections to the Mystic River waterfront. Redevelopment within the Zone offers an opportunity to better integrate these spaces into the surrounding neighborhoods and contribute to an improved pedestrian experience.

The Zone is adjacent to nearly a mile of Mystic River shoreline, including the Sylvester Baxter Riverfront Park and the state-owned Draw Seven Park, which is undergoing major renovations scheduled for completion in 2026. The East Somerville area borders the state-owned and -managed Foss Park, one of the largest recreational spaces in the City. The Sal Albano Park, a roughly .35 acre open space, is expected to open in 2026, serving as a public space connecting the gateway to Assembly Square at Middlesex Avenue, creating a cohesive pedestrian public space crossing neighborhood and infrastructural boundaries.

Other future planned civic spaces were outlined in the extensive planning process culminating in the Assembly Square Neighborhood Plan, and will be created in conjunction with private development within the Assembly Square Mixed-Use District. Additional descriptions of planned parks and civic space can be found in the Assembly Square Neighborhood Plan, adopted by the Planning Board in July 2025.

SPECIFICATION OF DEVELOPMENT AND USEFUL LIFE OF HOUSING

No projects are being included as part of this UCH-TIF Plan. This Plan is a proactive tool to encourage conversations between the City, landowners and development partners to identify ways to close the financial feasibility gap for projects that are consistent with Somerville's community values. The City has had several conversations with developers and property owners who struggle to launch projects in the face of increasing project costs. Approving the Plan will add another tool in the City's toolbox to help address project feasibility.

COMPLIANCE WITH ZONING

There are no projects being submitted concurrently with the UCH-TIF Plan. The City will ensure that any future proposed project is in compliance with all zoning and applicable municipal laws, bylaws, ordinances, rules and regulations, in advance of the City entering into an UCH-TIF agreement with a project sponsor.

SCHEDULE AND COST OF PUBLIC CONSTRUCTION

Public Construction Projects Planned in UCH-TIF Zone

The City of Somerville does not have any upcoming public construction projects planned as part of the UCH-TIF Plan.

Special Assessments

The City of Somerville is not anticipating any special assessments at the time of UCH-TIF Plan submission. The City may initiate Special Assessments to pay all or part of the cost of public infrastructure necessary for the development of a project or projects.

UCH-TIF AGREEMENTS

The form of the UCH-TIF Agreement was approved by the City Council on [DATE] and is in [Appendix F].

MUNICIPAL SIGNATORY POWER

The Mayor of Somerville is the Chief Executive authorized to execute UCH-TIF Agreements. See the resolution from the City Council authorizing the Mayor of Somerville to execute UCH-TIF Agreements in [Appendix F].

APPENDICES

APPENDIX A: Parcels in the UCH-TIF Zone

| Map-Block-Lot | Address | Owner | Zone | Year Built | Land Use |
|---------------|----------------------|--|------|------------|------------|
| 101-A-10 | 53 MYSTIC AVE | MMCDM 53-55 MYSTIC LLC | ASMD | 1900 | Commercial |
| 101-A-4 | 20 NORTH UNION ST | ECO LLC | ASMD | 1900 | Commercial |
| 101-A-8 | 37 MYSTIC AVE | DAVIDIAN JAMES C & LAURA H TRS / 37 MYSTIC AVENUE REALTY TRUST | ASMD | 1920 | Commercial |
| 101-A-9 | 45 MYSTIC AVE | MMCDM 45 MYSTIC LLC | ASMD | 1976 | Commercial |
| 101-B-13 | 29 MYSTIC AVE | MMCDM 29 MYSTIC LLC | ASMD | 1983 | Commercial |
| 101-B-14 | 33 MYSTIC AVE | STELLA MOON LLC | ASMD | 1930 | Commercial |
| 101-B-22 | 20 ASSEMBLY SQ DR | ECO LLC | ASMD | 1983 | Commercial |
| 68-B-2 | 120 MIDDLESEX AVE | DWCH ASSEMBLY ROW, LLC / DIVCO WEST REAL ESTATE SERVICES LLC | ASMD | | Vacant Lot |
| 68-B-3 | 132 MIDDLESEX AVE | DWCH ASSEMBLY ROW, LLC / DIVCO WEST REAL ESTATE SERVICES, LLC | ASMD | | Vacant Lot |
| 68-B-4 | 23 CUMMINGS ST | S.T TIC LLC, M.M. TIC LLC, J.D.T. TIC LLC / C/O WAYLAND ASSEMBLY MANAGEMENT | ASMD | 1999 | Commercial |
| 86-A-1 | 133 MIDDLESEX AVE | FR ASSEMBLY SQUARE LLC / C/O FEDERAL REALTY INVEST. TRUST | ASMD | 1975 | Commercial |
| 86-A-2 | 702 GRAND UNION BLVD | FR ASSEMBLY SQUARE LLC / C/O FEDERAL REALTY INVEST. TRUST | ASMD | 2012 | Commercial |
| 87-A-1 | 20 CUMMINGS ST | STEVEN TAGLIANTE TIC LLC & MARIA MARSHAL / KRT TRUST TIC LLC & JMT TRUST TIC LLC | ASMD | 1860 | Commercial |
| 87-B-2 | 74 MIDDLESEX AVE | 74M PROPERTY OWNER LLC | ASMD | 2022 | Commercial |
| 88-A-1 | 5 MIDDLESEX AVE | BRE-BMR MIDDLESEX LLC | ASMD | 1980 | Commercial |
| 88-A-25-A | 188 ASSEMBLY PARK DR | BRE-BMR ASSEMBLY INNOVATION I LLC | ASMD | 2022 | Commercial |
| 88-A-25-B | 122 ASSEMBLY PARK DR | BRE-BMR ASSEMBLY INNOVATION I LLC | ASMD | 2022 | Commercial |
| 88-A-25-C | 0 FOLEY ST | BRE-BMR MIDDLESEX LLC | ASMD | | Other |
| 88-A-4 | 75 MYSTIC AVE | ASQ OWNER LLC / C/O CABOT, CABOT & FORBES | ASMD | 1993 | Commercial |
| 99-A-13 | 300 GRAND UNION BLVD | STREET RETAIL, LLC | ASMD | | Vacant Lot |
| 99-A-15 | 275 FOLEY ST | CDNV LAND LLC / C/O FEDERAL REALTY INVEST. TRUST | ASMD | | Vacant Lot |
| 77-B-4 | 771 MCGRATH HWY | GRAND PANJANDRUM REALTY CO / C/O AHOLD FINANCIAL SERVICES | CB | 2004 | Commercial |

| | | | | | |
|----------|------------------|---|-----|------|-------------|
| 77-B-1 | Sublot of 77-B-4 | | CB | | Commercial |
| 77-B-2 | Sublot of 77-B-4 | | CB | | Commercial |
| 77-B-3 | Sublot of 77-B-4 | | CB | | Commercial |
| 77-C-1 | Sublot of 77-B-4 | | CB | | Commercial |
| 77-C-2 | Sublot of 77-B-4 | | CB | | Commercial |
| 77-C-3 | Sublot of 77-B-4 | | CB | | Commercial |
| 89-A-4 | 38 CROSS ST EAST | TRESFORT PIERRE | FAB | 1910 | Commercial |
| 89-A-5 | 11 BLAKELEY AVE | BLAKELEY REALTY LLC | FAB | 1950 | Commercial |
| 89-L-1 | 15 GARFIELD AVE | 15 GARFIELD AVENUE LLC | FAB | 1920 | Commercial |
| 102-E-10 | 77 BROADWAY | MORALES, JUAN CARLOS | MR3 | 1900 | Commercial |
| 102-E-11 | 81 BROADWAY | MUDFLAT POTTERY SCHOOL INC | MR3 | 1900 | Commercial |
| 102-E-12 | 85 BROADWAY | JMR REAL ESTATE LLC | MR3 | 1900 | Commercial |
| 102-E-9 | 73 BROADWAY | LEONARD JONATHAN A | MR3 | 1900 | Residential |
| 89-G-11 | 93 BROADWAY | SANTANA COMMERCIAL SPACE LLC | MR3 | 1900 | Commercial |
| 89-G-12 | 99 BROADWAY | NGUYEN TRIVAN & THUDAO TRUSTEES / BROADWAY REAL ESTATE TRUST | MR3 | 1900 | Commercial |
| 89-G-14 | 105 BROADWAY | HAJJAR CHARLES C & ANNE T TRSTES / JPNS REALTY TRUST | MR3 | 1970 | Commercial |
| 89-I-11 | 125 BROADWAY | S-BNK SOMERVILLE MA LLC / C/O TRAMMELL CROW CO | MR3 | 1900 | Commercial |
| 89-I-12 | 129 BROADWAY | 129-131 BROADWAY LLC | MR3 | 1900 | Commercial |
| 89-I-13 | 133 BROADWAY | 133-139 BROADWAY LLC | MR3 | 1920 | Commercial |
| 89-J-13 | 141 BROADWAY | PATEL SUMESHKUMAR & JAGRUTIBEN S TRSTEE / 141 SOMERVILLE REALTY TRUST | MR3 | 1900 | Commercial |
| 89-J-13A | 145 BROADWAY | ARMANDO REALTY LLC | MR3 | 1900 | Commercial |
| 89-J-14 | 149 BROADWAY | TRUSTEES OF THE COLLEGE AVENUE / METHODIST CHURCH OF SOMERVILLE | MR3 | 1900 | Commercial |

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|----------|------------------|--|-----|------|-------------|
| 89-J-16 | 155 BROADWAY | C/O CONDO ASSOCIATION FOR 155 BROADWAY | MR3 | 1900 | Residential |
| 90-D-1 | 160 BROADWAY | RCG 160 BROADWAY LLC | MR3 | 1880 | Mixed-Use |
| 102-D-18 | 67 BROADWAY | DIGIROLAMO RICHARD G & RALPH TRSTEEES / 67 BROADWAY REALTY TRUST | MR4 | 1900 | Commercial |
| 103-A-1 | 62 BROADWAY | KRE BROADWAY LLC | MR4 | 1900 | Mixed-Use |
| 103-A-2 | 58 BROADWAY | KRE BROADWAY LLC / C/O KOSKORES REAL ESTATE CORP. | MR4 | 1900 | Residential |
| 91-D-1 | 74 BROADWAY | MIGLIORE VINCENT & CAROL ANNE TRSTEEES / VMCAM NOMINEE TRUST | MR4 | 1890 | Commercial |
| 91-D-10 | 68 BROADWAY | SOUSA LUIS & DORABELA | MR4 | 1900 | Residential |
| 91-D-11 | 1 LINCOLN ST | C/O CONDO ASSOCIATION FOR 1 LINCOLN ST | MR4 | 1900 | Residential |
| 91-D-2 | 72 BROADWAY | LACOURT ORPHANAGE TRUST LLC | MR4 | 1900 | Residential |
| 91-D-3 | 70 BROADWAY | VASQUEZ JUAN R / SIBRIAN MARIA MONGE | MR4 | 1910 | Mixed-Use |
| 77-D-1 | 193 BROADWAY | YG INVESTMENT GROUP LLC | MR5 | 1900 | Mixed-Use |
| 77-D-13 | 181 BROADWAY | CSDH3 INC. | MR5 | 1900 | Residential |
| 77-D-14 | 187 BROADWAY | 187 BROADWAY SOMERVILLE REALTY TRUST / SULLIVAN JOSEPH F. & FRANCESCA T. TRUSTEE | MR5 | 1900 | Residential |
| 77-D-15 | 191 BROADWAY | C/O CONDO ASSOCIATION FOR 191 BROADWAY | MR5 | 1845 | Residential |
| 77-D-2 | 5 KENSINGTON AVE | BUONAUGURIO MARIA | MR5 | 1900 | Residential |
| 77-E-1 | 205 BROADWAY | 205 BROADWAY REALTY LLC | MR5 | | Vacant Lot |
| 77-E-10 | 6 KENSINGTON AVE | HATZIS GEORGE | MR5 | 1920 | Commercial |
| 77-E-11 | 199 BROADWAY | COLELLA JOHN P & SUSAN E / C/O MICHAEL COLELLA | MR5 | 1900 | Residential |
| 77-E-12 | 203 BROADWAY | LOGRIFFO PATRICIA & VINCENT TRS LOGRIFFO | MR5 | 1900 | Residential |
| 77-E-2 | 693 MCGRATH HWY | TIVINIS JAMES & JANINE | MR5 | 1950 | Commercial |
| 77-E-3 | 709 MCGRATH HWY | HESS RETAIL STORES LLC / C/O PROPERTY TAX DEPARTMENT | MR5 | 1940 | Commercial |
| 89-K-12 | 161 BROADWAY | SOMERVILLE REALTY VENTURES LLC | MR5 | 1924 | Commercial |
| 89-L-10 | 7 GARFIELD AVE | RODERICK CF & JP & LJ TRUSTEES / RODERICK MA TRUST | MR5 | 1880 | Residential |

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|---------|------------------|--|-----|------|-------------|
| 89-L-8 | 167 BROADWAY | 167 BROADWAY REALTY HOLDING LLC | MR5 | 1975 | Commercial |
| 89-L-9 | 171 BROADWAY | TRUST M & D REALTY | MR5 | 1926 | Commercial |
| 90-A-1 | 212 BROADWAY | PMG NORTHEAST LLC / PETROLEUM MARKETING GR,INC | MR5 | 1930 | Commercial |
| 90-B-1 | 202 BROADWAY | GAMES BRIAN D | MR5 | 1890 | Residential |
| 90-B-2 | 200 BROADWAY | ZUO JINSHAN & SUN JIN | MR5 | 1915 | Residential |
| 90-B-3 | 196 BROADWAY | DESSIN CELIES & MARIE TRS OF THE DESSIN | MR5 | 1890 | Residential |
| 90-B-4 | 192 BROADWAY | YOSHIDA GILBERTO | MR5 | 1920 | Commercial |
| 90-B-5 | 188 BROADWAY | NAZZARO SUSAN TRSTEE / BTM REALTY TRUST | MR5 | 1950 | Commercial |
| 90-C-1 | 186 BROADWAY | DIGIROLAMO RICHARD & RALPH TRS / 186 BROADWAY REALTY TRUST | MR5 | 1880 | Residential |
| 90-C-2 | 182 BROADWAY | YIHE PATSY'S CORPORATION | MR5 | 1967 | Commercial |
| 90-C-3 | 176 BROADWAY | YIHE PATSY'S CORPORATION | MR5 | 1900 | Mixed-Use |
| 90-C-35 | 184 BROADWAY | THE SOMERVILLE COMMUNITY CORP. INC | MR5 | 1880 | Residential |
| 90-C-4 | 174 BROADWAY | ART HOLDINGS LLC | MR5 | 1900 | Mixed-Use |
| 90-C-6 | 168 BROADWAY | MID CROSS INC | MR5 | 1920 | Commercial |
| 90-D-2A | 152 BROADWAY | BROADWAY INVESTMENT REALTY, LLC | MR5 | 2023 | Mixed-Use |
| 90-D-4 | 148 BROADWAY | XIA LEON | MR5 | 1900 | Residential |
| 90-E-1 | 144 BROADWAY | ALARCON MERCELINO & ANA MARGARITA | MR5 | 1900 | Mixed-Use |
| 90-E-2 | 140 BROADWAY | VALDIVIESO WALTER & CECELIA | MR5 | 1900 | Mixed-Use |
| 90-E-4 | 134 BROADWAY | C/O CONDO ASSOCIATION FOR 134 BROADWAY | MR5 | 1920 | Residential |
| 90-E-3 | Sublot of 90-E-4 | | MR5 | | Residential |
| 90-E-5 | 130 BROADWAY | 130 BROADWAY LLC / C/O JON PUCKER | MR5 | 1920 | Mixed-Use |
| 91-A-1 | 118 BROADWAY | GOODFOOD RESTAURANT GROUP LLC | MR5 | 1900 | Commercial |
| 91-A-2 | 114 BROADWAY | GOODFOOD RESTAURANT GROUP LLC | MR5 | 1906 | Commercial |

| | | | | | |
|----------|-------------------|---|-----|------|-------------|
| 91-A-4 | 112 BROADWAY | DACUNHA AUGUSTO P | MR5 | 1890 | Mixed-Use |
| 91-A-6 | 110 BROADWAY | 110 BROADWAY LLC | MR5 | 1900 | Commercial |
| 91-A-8 | 104 BROADWAY | MORALES LUIS & BLANCA | MR5 | 1890 | Commercial |
| 91-B-1 | 98 BROADWAY | DELLA G LLC | MR5 | 1900 | Commercial |
| 91-B-2 | 96 BROADWAY | LANDERA DEVELOPMENT LLC | MR5 | 1900 | Residential |
| 91-B-3 | 94 BROADWAY | CHIARALUCI RAYMOND TRUSTEE / RWC REALTY TRUST | MR5 | 1900 | Commercial |
| 91-B-4 | 88 BROADWAY | HHC ONE FRANKLIN LLC / C/O SLK GLOBAL SOLUTIONS AMERICA | MR5 | 1919 | Mixed-Use |
| 91-C-1 | 84 BROADWAY | LACOURT BENEVOLENCE TRUST LLC | MR5 | 1890 | Commercial |
| 91-C-4 | Sublot of 91-C-1 | | MR5 | | Commercial |
| 91-C-2 | 80 BROADWAY | TRUST BROADWAY MAK REALTY / MAK YIU KWONG TRSTE | MR5 | 1900 | Commercial |
| 91-C-3 | 78 BROADWAY | GHANSHYAM REALTY LLC | MR5 | 1900 | Commercial |
| 102-B-9 | 45 BROADWAY | CDA REALTY SOMERVILLE LLC | MR6 | 1949 | Commercial |
| 103-A-3 | 54 BROADWAY | CDA REALTY LLC | MR6 | | Commercial |
| 103-A-4 | 52 BROADWAY | REIS ADEMAR P TRSTEE / ISETI REIS/ SUNREY REALTY TRUST II | MR6 | 1900 | Commercial |
| 103-A-5 | 50 BROADWAY | C/O CONDO ASSOCIATION FOR 50 BROADWAY | MR6 | 1985 | Residential |
| 103-A-6 | 46 BROADWAY | 46-48 BROADWAY LLC | MR6 | 1900 | Mixed-Use |
| 103-A-7 | 4 GEORGE ST | C/O CONDO ASSOCIATION FOR 4 GEORGE ST | MR6 | 1890 | Residential |
| 103-A-8 | 8 GEORGE ST | NOVOA MARITZA | MR6 | 1900 | Residential |
| 103-B-1 | 44 BROADWAY | LOWER BROADWAY DEVELOPMENT LLC | MR6 | | Vacant Lot |
| 103-B-15 | 7 GEORGE ST | LORUSSO TRUSTEE / LORUSSO FAMILY TRUST | MR6 | 1900 | Residential |
| 77-D-5 | 17 KENSINGTON AVE | GANGI STEPHEN L TRUSTEE | UR | 1930 | Commercial |
| 77-D-8 | 33 KENSINGTON AVE | VACCARO PHILLIP | UR | 1900 | Commercial |
| 77-D_10 | 16 GARFIELD AVE | APOLLO CAKE LLC | UR | 1880 | Commercial |

| | | | | | |
|---------|-----------------|-----------------------------|----|------|------------|
| 77-D-11 | 10 GARFIELD AVE | ARRUDA EUSEBIO F | UR | 1886 | Commercial |
| 77-D-12 | 6 GARFIELD AVE | HERBERT F FOSTER JR TRUSTEE | UR | | Vacant Lot |
| 89-L-12 | 13 GARFIELD AVE | MATARAZZO DEAN | UR | 1900 | Commercial |

APPENDIX B: Form of Affordable Housing Restriction

NTD: Form of affordable housing restriction may be substituted for the standard MassDocs Affordable Housing Restriction in the event other public subsidies are allocated to the project.

**URBAN CENTER HOUSING TAX INCREMENT FINANCING (UCH-TIF) PROGRAM
AFFORDABLE HOUSING RESTRICTION**

This Affordable Housing Restriction (the "Restriction") is made this _____ day of _____, 20__ by and between the City of Somerville, a municipal corporation having an address at 93 Highland Ave, Somerville MA ("the Municipality"), and _____, a Massachusetts **[delete inapplicable entity]** corporation/limited partnership/limited liability company, having an address at _____, and its successors and assigns (the "Owner").

WITNESSETH:

WHEREAS, G.L. c. 40, § 60 (the "UCH-TIF Law"), the regulations promulgated by the Executive Office of Housing and Livable Communities ("EOHLC") at 760 CMR 58.00 (the "Regulations"), and Guidelines issued by EOHLC (the "Guidelines") have established the Urban Center Housing Tax Increment Financing Program (the "Program"); and

WHEREAS, the Municipality acting, in part, in consideration of this Restriction, by a duly authorized vote taken in accordance with the provisions of the UCH-TIF Law, has approved an UCH-TIF Plan dated _____, 20__ affecting the Project, and has approved a tax increment exemption for the Project (the "Exemption") for a period of _____ years beginning as of July 1, 20__. The Exemption is assisting the Owner in financing the Project, and is subject, however, to certain specific conditions, including an agreement on the part of the Municipality and the Owner to be bound by this Restriction, which Restriction is intended to comply with the requirements of the UCH-TIF Law; and

WHEREAS, EOHLC has approved the Municipality's designation of an UCH-TIF zone, as defined in the UCH-TIF Law, for the area of the Municipality in which the Project is located;

WHEREAS, the UCH-TIF Law provides that an affordable housing development that benefits from a real estate tax exemption shall continue to meet the affordability restrictions for the term specified in the Tax Increment Exemption ("TIE") agreement; and

WHEREAS, the development consists of a total number of _____ residential units (the Units), of which _____ are affordable units. The development is located on a _____ acre site at [address], more particularly described in Exhibit A attached hereto and made a part hereof and consisting of the parcel(s) of land shown as _____ on Assessors Map _____ (the "Project"); and

WHEREAS, the Owner and Municipality have entered into a TIE Agreement wherein the Owner has agreed to develop and maintain the Units, and the Municipality has approved a tax increment exemption for the Project (the "Exemption") for a period of _____ years beginning as of July 1, 20__.

WHEREAS, the Project will meet one of the following affordability thresholds [check the applicable box]:

At least fifteen per cent (15%) of the Units will be affordable to occupants or families with incomes at or below eighty percent (80%) of the area median income (AMI) where the city or town is located, as defined by the United States Department of Housing and Urban Development (HUD);

At least twenty-five per cent (25%) of the Units will be affordable to occupants or families with incomes at or below one hundred and ten per cent (110%) of the AMI as determined by HUD;

[] The property will satisfy the requirements of an existing inclusionary zoning ordinance or by-law in the Municipality, under which the property owner is required to make a portion of the Units affordable to low and moderate income households.

WHEREAS, Units meeting the affordability thresholds are the “Low and Moderate Income Units,” and occupants and families eligible to lease the Low and Moderate Income Units are “Eligible Tenants,” and

WHEREAS, this Restriction is made a part of and is incorporated into the Urban Center Housing Tax Increment Financing Agreement between the Municipality and the Owner dated _____ (the “UCH-TIF Agreement”);

WHEREAS, this Restriction is intended to satisfy the requirements of the UCH-TIF Law, the Regulations and the Guidelines in all respects, and all of the requirements and provisions of the UCH-TIF Law, Regulations and Guidelines that apply to affordable housing restrictions executed as part of the Program shall apply to this Restriction;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties acknowledge to the other, the Municipality and the Owner hereby agree and covenant as follows:

1. Construction. The Owner agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") In addition, all Low and Moderate Income Units to be constructed as part of the Project must be integrated equitably throughout the project and indistinguishable from other Units in the Project from the exterior and must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Low and Moderate Income Units must be of good quality.

_____ of the Low and Moderate Income Units shall be one bedroom units;
_____ of the Low and Moderate Income Units shall be two bedroom units;
_____ of the Low and Moderate Income Units shall be three bedroom units; and,
_____ of the Low and Moderate Income Units shall be four bedroom units.

During the term of this Restriction, the Owner covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped.

2. Income and Rent Restrictions.

(a) Throughout the term of this Restriction, each Low and Moderate Income Unit will be leased to an Eligible Household. An Eligible Household is one whose annual income does not exceed the limits set for the Low and Moderate Income Units in the Project. Income limits are expressed as a percentage of Area Median Income for the area in which the municipality is located. Household income shall be computed in the manner provided by the federal Section 8 Program, 24 CFR 5.609, (or any successor regulation), or as otherwise specified by EOHLIC in guidelines.

(b) The maximum permitted rent charged to tenants of the Low and Moderate Income Units shall not exceed one-twelfth of thirty percent (30%) of the income limits, adjusted for household size, and bedroom size. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Owner shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto.

As part of the annual report required under Subsection 2(d) below, the Owner shall submit to the Municipality a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's prior approval of either (i) a specific request by Owner for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Owner to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area Median Income figures published by HUD, and the Municipality fails to respond to such a submission within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality fails to respond within thirty (30) days of the Municipality's receipt thereof, the Owner may send the Municipality a notice of reminder, and if the Municipality fails to respond within thirty (30) days from receipt of such notice of reminder, the Municipality shall be deemed to have approved the submission.

Without limiting the foregoing, the Owner may request a rent increase for the Low and Moderate Income Units to reflect an increase in the Area Median Income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and EOHLC approves such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units in Exhibit B attached hereto shall be deemed to be modified accordingly.

(c) Upon initial occupancy of the Low and Moderate income Units and thereafter throughout the term of this Restriction, the Owner shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. The annual determination shall be certified to the Municipality and EOHLC not later than the fifth day of any fiscal year (beginning on each July 1). In connection with such requirement, the tenants of the Low and Moderate Income Units must provide to the Owner all information reasonably necessary for a reliable determination of household income. The Owner shall make all such information available to the Municipality or its monitoring agent upon request. If there is no monitoring agent or the monitoring agent does not or is not able, for any reason, to receive the information directly, the Owner shall provide the annual income certification to the Municipality's Housing Division of the Mayor's Office of Strategic Planning and Community Development. The Owner and the Municipality, including their employees and agents, shall treat such information as personal under Chapter 66A of the General Laws, and shall appropriately safeguard the annual income certifications and the information submitted therein.

(d) If the tenant's income exceeds the Maximum Income limit for a Low or Moderate income unit at the time of annual eligibility determination, or the tenant refuses to recertify their income, the Owner may adjust the rent for that unit and shall lease the next available unit to an income eligible household.

(e) The Owner shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease or for the reasons specified in Section 2 (c) and (d) of this Restriction. The lease shall be subject to approval by the Municipality and shall include the following: (i) the tenant shall be given a minimum of 60 days' written notice that a lease will not be renewed, (ii) the tenant shall be required to furnish annual information sufficient to determine and document continued compliance with income eligibility requirements, and (iii) the tenant shall furnish the names of all household members and their relationship to one another annually and whenever a change of household occurs.

3. Marketing and Tenant Selection.

(a) Prior to marketing or otherwise making available for rental any of the Units, the Owner must obtain the Municipality's and EOHLIC's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the Municipality, including provisions for a lottery, consistent with the Regulations and the *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* published by EOHLIC (the "Guidelines").

At the option of the Municipality, and provided that the Marketing Plan demonstrates:

- (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in the regional area), and
- (ii) that the proposed local preference will not have a disparate impact on protected classes,

The Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units for the initial rent-up only, subject to all provisions of the Regulations and Guidelines.

The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and EOHLIC directives reflecting the agreement between EOHLIC and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Owner must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center) and comply with the other listing requirements specified in the Guidelines.** All costs of carrying out the marketing Plan shall be paid by the Owner.

Failure to comply with the Marketing Plan by the Owner shall be deemed to be at default of this Restriction. The Owner agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by the Municipality and EOHLIC which may be inspected at any time by the Municipality and EOHLIC. All Marketing Documentation must be approved by the Municipality and EOHLIC prior to its use by the Owner. The Owner agrees that if at any time prior to or during the process of marketing the Low and Moderate Income Units, the Municipality or EOHLIC determines that the Owner has not adequately complied with the approved Marketing Plan, that the Owner shall conduct such additional outreach or marketing efforts as shall be determined by the Municipality or EOHLIC.

4. Nondiscrimination. The Owner shall not discriminate on the basis of race, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Owner shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

5. Inspection. The Owner agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. The Municipality, its monitoring agent, and EOHLIC shall have access during normal business hours to all books and records of the Owner and the Project in order to monitor the Owner's compliance with the terms of this Restriction.

6. Recording. Upon execution, the Owner shall immediately cause this Restriction and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Restriction and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter the "Registry of Deeds"), and the Owner shall pay all fees and charges incurred in connection therewith. Upon recording or filing,

as applicable, the Owner shall immediately transmit to EOHLIC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Restriction.

7. Owner's Representations. The Owner hereby represents, covenants and warrants as follows:

- (a) The Owner (i) is a _____ duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Restriction.
- (b) The execution and performance of this Restriction by the Owner (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, Restriction, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (c) The Owner will, at the time of execution and delivery of this Restriction, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Restriction, any loan documents relating to the Project the terms of which are approved by the Municipality, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Restriction) or would materially adversely affect its financial condition.

8. Change in Composition of Owner Entity; Restrictions on Transfers.

- (a) Except for rental of Units to Eligible Tenants as permitted by the terms of this Restriction, the Owner will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of the Municipality.
- (b) A request for consent to a Sale shall include:
 - i. A signed agreement stating that the transferee will assume in full the Owner's obligations and duties under this Restriction, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
 - ii. The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities; and
 - iii. A certification from the Municipality that the Project is in compliance with the affordability requirements of this Restriction.
- (c) Consent to the proposed Sale shall be deemed to be given unless the Municipality notifies the Owner in writing within thirty (days) after receipt of the request that either

- (i) The package requesting consent is incomplete, or
 - (ii) The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
 - (iii) The Project is not being operated in compliance with the affordability requirements of this Restriction at the time of the proposed Sale.
- (d) The Owner shall provide the Municipality with thirty (30) day's prior written notice of the following:
- (i) any change, substitution or withdrawal of any general partner, manager, or agent of Owner; or
 - (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Owner (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement); or
 - (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Owner's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, the Municipality's consent under this Section 8 shall not be required with respect to the grant by the Owner of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Owner by deed in lieu of foreclosure), subject, however to the provisions of Section 9 hereof.

Owner hereby agrees that it shall provide copies of any and all written notices received by Owner from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

9. Casualty; Condemnation; Demolition; Change of Use.

(a) The Owner represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Owner (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Restriction.

(b) The Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental Unit for any purpose other than rental housing during the term of the Restriction unless required by law.

10. Governing Law; Severability. This Restriction shall be governed by the laws of the Commonwealth of Massachusetts. The invalidity of any clause, part, or provision of this Restriction shall not affect the validity of the remaining portions hereof.

11. Notices. All notices to be given pursuant to this Restriction shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

Municipality:

City of Somerville
Housing Director
93 Highland Avenue
Somerville, MA 02143

Owner:

EOHLC: Executive Office of Housing and Livable Communities
Attention: UCH-TIF Program Director
100 Cambridge Street, Suite 300
Boston, MA 02108

12. Term and Priority of Restriction.

(a) This Restriction and all of the covenants, Restrictions and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. By its approval of this Restriction, EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Restriction, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The rights and restrictions contained in this Agreement shall not lapse if the Development is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Development.

(c) The Owner intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Restriction and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Restriction, and are binding upon the Owner's successors in title, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner, its successors and assigns and enure to the benefit of and be enforceable by the Municipality, its monitoring agent, EOHLC, and their successors and assigns, for the term of the Restriction. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Restriction to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

13. Additional Certifications. The Owner and the Municipality each agree to submit any information, documents, or certifications requested by EOHLC which EOHLC shall deem necessary or appropriate to evidence the continuing compliance of the Owner and the Municipality with the terms of this Restriction. Throughout the term of this Restriction, the Municipality shall make the certifications to EOHLC required by 760 CMR 56.03(2), or any

successor regulation, regarding eligibility of the Project for inclusion in the Subsidized Housing Inventory if applicable.

14. Enforcement.

(a) If the Owner shall fail to make the annual tenant income certification required herein, or shall fail to rent any portion of the Low and Moderate Income Units to Eligible Tenants, or shall charge rent in excess of that allowed by this Restriction for the Low and Moderate Income Units, or shall otherwise fail to comply with the Agreement or this Restriction, the Municipality may impose a penalty upon the Owner in the amount of the Exemption for any year in which the owner failed to comply with the Agreement or this Restriction and may file a lien on the Project for such amount with the Registry of Deeds. If EOHLC and the Municipality shall reasonably determine that it is not likely that the Project will at any time be rented to Eligible Tenants as anticipated in this Restriction, the Municipality may, at its option, take any or all of the following steps: (a) impose a penalty on the Owner in the amount of the total Exemption, as granted by the UCH-TIF Agreement; (b) file a lien on the Project for such amounts; (c) terminate the UCH-TIF Agreement; or (d) take such other actions to enforce its rights as are available by applicable law. A termination of the UCH-TIF Agreement shall not affect this Restriction, which shall remain in effect for its full Term.

(b) The Owner and the Municipality each covenant and agree to give EOHLC written notice of any default, violation or breach of the obligations of the Owner or the Municipality hereunder, (with a copy to the other party to this Restriction) within seven (7) days of first discovering such default, violation or breach.

(c) The Owner acknowledges that the primary purpose for requiring compliance by the Owner with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Owner agrees that EOHLC or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Owner of its obligations under this Restriction in a state court of competent jurisdiction. The Owner further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Restriction, the Owner shall reimburse the Municipality and EOHLC for all costs and attorney's fees associated with such breach.

15. Consent of Mortgagees. The Owner represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Restriction and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Restriction attached hereto and made a part hereof.

16. Amendments; Waivers. Any amendments to this Restriction must be in writing and executed by all of the parties hereto. This Restriction may not be amended, nor may any obligation imposed hereunder be waived or released, without the prior written consent of EOHLC.

Executed as a sealed instrument as of the date first above written.

Owner

By: _____

Its _____

[COMMONWEALTH OF MASSACHUSETTS]

COUNTY OF _____, ss. _____, 200_

On this _____ day of _____, 20 __, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of the _____ [Owner], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

City of Somerville

By: _____
Its: Mayor

Approved as to form:

By: _____
Name: Cynthia Amara
Its: City Solicitor

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX, ss. _____, 200_

On this _____ day of _____, 20 __, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as Mayor of the City of Somerville, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

APPROVED: Department of Housing
and Community Development

By: _____

Its: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 200_

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as [_____], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

Exhibits incorporated in and made a part of this Restriction:

Exhibit A - Legal Property Description
Exhibit B - Rents for Low and Moderate Income Units

Consent to Affordable Housing Restriction

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book ____, Page ____, hereby consents to the execution and recording of this Restriction and to the terms and conditions hereof.

(name of lender)

By: _____

its _____

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Restriction.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____,ss. _____, 200_

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

EXHIBIT A

Re: _____
(Project name)

(City/Town)

(Owner)

Property Description

EXHIBIT B

Re: _____
(Project name)

(City/Town)

(Owner)

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

| | <u>Rents</u> | <u>Utility Allowances</u> |
|---------------------|--------------|---------------------------|
| Studio units | \$ _____ | \$ _____ |
| One bedroom units | \$ _____ | \$ _____ |
| Two bedroom units | \$ _____ | \$ _____ |
| Three bedroom units | \$ _____ | \$ _____ |
| Four bedroom units | \$ _____ | \$ _____ |

APPENDIX C: Form of UCH-TIF Agreement

Upon recording return to:
City of Somerville
93 Highland Avenue
Somerville, MA 02143
Attn: Law Department

URBAN CENTER HOUSING TAX INCREMENT FINANCING AGREEMENT

BY AND BETWEEN

[DEVELOPER]

AND

THE CITY OF SOMERVILLE

This Urban Center Housing Tax Increment Financing Agreement (“Agreement”) is made on this [DATE], 20[●] (“Effective Date”) by and between the City of Somerville, a Massachusetts municipal corporation with offices at Somerville City Hall, 93 Highland Avenue MA 02143 (the “City”), and [●] a [●] with a usual place of business of [●] together with its successors and assigns, (the “Developer”) (the City and the Developer may be referred to collectively hereafter as the “Parties”). All capitalized terms not defined herein shall have the meanings ascribed in Section 1.

WITNESSETH:

WHEREAS, The Mayor has proposed that an UCH-TIF Plan for the UCH-TIF Zone be created to meet the requirements of 760 CMR 58.05, which UCH-TIF Plan and UCH-TIF Zone includes [ADDRESS OF DEVELOPMENT], as described more particularly in Exhibit A attached hereto (the “Property”). On [●] the Somerville City Council (“City Council”) held a public hearing to determine whether the proposed UCH-TIF Plan and UCH-TIF Zone should be approved. Notice of the public hearing regarding the consideration of the UCH-TIF Plan and Zone was published in the [Somerville Times], the City's local paper of record that is published and circulated weekly in the City. The notice was published in the [Somerville Times] in each of two successive weeks, the first appearing on [●] and the second on [●], and the notice was published on the City’s website at least three days prior to the public hearing;

WHEREAS, A Resolution was submitted to City Council for its meeting on [●] at which the City Council considered the following actions: (a) approve and adopt the proposed UCH-TIF Zone and the proposed UCH-TIF Plan, as required by EOHLC; and (b) approve this Agreement between the Developer and the City of Somerville for the property under agreement by the Developer located at the Property; and (c) authorize the Mayor to enter into this Agreement on behalf of the City and take such other and further actions as may be necessary or appropriate to carry out the purposes of such resolution;

WHEREAS, The City has a Mayor and City Council form of government that was originally established by Charter in 1871 that was subsequently revised in 1899 by a special vote accepting Chapter 240 of the Acts of 1899 and in 2025 by a special vote accepting Chapter 31 of the Acts of 2025. The City Council 's vested powers include, but are not limited to, the power to adopt ordinances, enact policies, and approve tax increment financing agreements. Pursuant to the City Charter, the City Council maintains the authority to adopt the UCH-TIF Plan and UCH-TIF Zone and authorize the Mayor to enter into a UCH-TIF Agreement with the Developer to implement the UCH-TIF Plan;

Property Address:

WHEREAS, By vote of the Somerville City Council on [●], taken in accordance with M.G.L. c. 40 §6 and the regulations promulgated thereunder at 760 CMR 58.05-58.06, the City (i) designated the Assembly Square & East Somerville Connector Urban Center Housing Tax Increment Financing and (ii) adopted a plan for the UCH-TIF Zone;

WHEREAS, The Massachusetts Executive Office of Housing and Livable Communities (“EOHLC”) approved the City’s UCH-TIF Zone and UCH-TIF Plan in accordance with M.G.L. c. 40 §60 and 760 CMR 58.12;

WHEREAS, The Developer has signed purchase and sale agreements with the property owners to purchase the Property on or before [●];

WHEREAS, The Developer proposes [BRIEF PROJECT DESCRIPTION]. In accordance with EOHLC requirements and the inclusionary housing requirements of the Somerville Zoning Ordinance, [●] units (i.e. [●]%) shall be deed restricted [in perpetuity] as affordable housing for households with incomes at or below [●]% of the Area Median Income. The buildings and all related site improvements and amenities located or to be located on the Property are referred to herein as the “Project.”;

WHEREAS, The Property and the Project are situated within the UCH-TIF Zone. The purpose of the UCH-TIF Plan is to encourage the redevelopment of underutilized properties and encourage housing creation in Assembly Square and connecting segments of East Somerville;

WHEREAS, The City endeavors to redevelop vacant and underutilized parcels in the UCH-TIF Zone to create green and open gathering spaces, streetscape improvements that ensure a pedestrian- and bike-friendly experience, and affordable housing and commercial development to reduce displacement of low-income residents and small, independent businesses within the UCH-TIF Zone;

WHEREAS, As evidenced through the adoption of the Assembly Square Neighborhood Plan (2025), Somerville Housing Needs Assessment (2025), and SomerVision 2040 (2021), the City’s Comprehensive Plan, increasing a diverse array of housing opportunities is an important public policy objective of the City, specifically the creation of housing within comfortable walking distance of retail, public transportation, schools, and open space. The City has prioritized multifamily and mixed-use development, as demonstrated through its Housing Choice Designation;

WHEREAS, The proposed Project will redevelop the Property to yield a mix of affordable and market rate housing, including units suitable for varying household sizes;

WHEREAS, The Property and Project are located within the UCH-TIF Zone. The UCH-TIF Zone encompasses segments of Assembly Square and East Somerville that have been divided by highway development and is characterized by a preponderance of commercial land uses and a need for multi-unit residential properties, as described in M.G.L. 40 § 60 (a)(i). The Project furthers the mixed-use, commercial, and housing objectives as outlined in the UCH-TIF Plan for Assembly Square & East Somerville. The Project will satisfy the goals of the UCH-TIF Program by creating housing, including affordable housing, and commercial development in commercial centers, including the creation of [●] units of affordable housing in the commercial district which will be deed restricted [in perpetuity] in accordance with EOHLC requirements and the inclusionary housing requirements of the Somerville Zoning Ordinance. At Completion, the Property will generate more real estate tax revenues than the existing uses in the UCH-TIF Zone;

WHEREAS, By the vote of the City Council on [●], the City is authorized to enter into this Agreement with the Developer in the form hereof, contingent upon (a) the EOHLC’s approval of this Agreement; (b) and the EOHLC’s approval of the City’s proposed UCH-TIF Zone and UCH-TIF Plan; and (c) the

completion of the purchase of the Property by the Developer expected to occur no later than [●].

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby acknowledge that any agreement herein and all extensions thereof shall become effective only by express written approval by EOHLIC, the parties hereby agree as follows:

1. **Definitions.** Unless otherwise stated, terms capitalized but not defined within this Agreement shall have the meanings as set forth in M.G.L c. 40, §60 and c. 59, §5, cl. 51s, (collectively referred to herein as the “Act”), and the regulations found at 760 CMR 58.00 et seq. (referred to herein as the “Regulations”), as of the Effective Date.

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

- a. AHU: Affordable Housing Unit, as governed by the Regulatory and Operating Agreement.
- b. Adjustment Factor: Shall have the meaning set forth in M.G.L. c. 40, § 60(a)(iii).
- c. Base Value: The assessed value of Property for the fiscal year in which this Agreement is entered into.
- d. Certificate of Approval: A certificate which evidences EOHLIC's formal approval of the City's UCH-TIF Zone, UCH-TIF Plan, and UCH-TIF Agreement(s).
- e. Completion: The date on which a permanent certificate(s) of occupancy has been issued for the entire Project from the City's Inspectional Services Department.
- f. Comprehensive Permit: Shall mean the Zoning Board of Appeal's Decision attached as Exhibit B hereto.
- g. Final Certification: Determination by EOHLIC that the Developer has completed the substantial redevelopment of the Property, consistent with the UCH-TIF Plan, including the creation of all AHUs.
- h. Increment: The then current assessed value of Property less the Base Value as adjusted by the Adjustment Factor for fiscal years following the fiscal year in which Base Value was established.
- i. Inflation Factor: Shall have the meaning set forth in M.G.L. c. 40, § 60(a)(iii).
- j. Mayor: The chief executive officer of the City.
- k. [Regulatory and Operating Agreement]: that certain Regulatory and Operating Agreement to be entered by and among EOHLIC, the City and the Developer.]
- l. Secured Creditors: As set forth in Exhibit C attached hereto.
- m. Stabilized Occupancy: 92% occupancy of all residential units in the Project as evidenced by rent rolls submitted to the City of Somerville.
- n. UCH-TIF Plan: The City's Urban Center Housing Tax Increment Financing Plan, developed in accordance with the Act and Regulations, adopted by the City Council on [●], and approved by EOHLIC as evidenced by a Certificate of Approval dated as of or about the date hereof and recorded with the Middlesex County Registry of Deeds.
- o. UCH-TIF Zone: The City's Urban Center Housing Tax Increment Financing Zone, developed in accordance with the Act and Regulations, established and adopted by the City Council on

_____, approved by EOHLIC, as evidenced by a Certificate of Approval dated as of or about the date hereof, and recorded with the UCH-TIF Plan at the Middlesex County Registry of Deeds.

2. Description of the Improvement to be Constructed by Developer.

- a. The Project will consist of [●] [apartments], including [●] AHUs and approximately [[●] gross square feet of retail space]. The Developer or its successors or assigns will own title to all buildings and appurtenances. Following Completion, the Property will be managed by a management company appointed by the Developer.
- b. The Developer seeks a UCH-TIF property tax exemption (the “Exemption”) from the City to benefit the Project.
- c. The Developer shall implement and comply with all permit conditions, pursuant to the Zoning Board of Appeal's Comprehensive Permit, attached hereto as Exhibit B.

3. Description of Municipal Improvements and Special Assessments.

- a. The Developer shall, at its expense, replace or reconstruct any existing equipment, including, but not limited to street sign poles, signs, traffic signal poles, traffic signal equipment, wheelchair ramps, granite curbing, etc., and the entire sidewalk immediately abutting the subject property if damaged as a result of construction activity due to this project. All new sidewalks and driveways must be constructed to City of Somerville standards.
- b. The City of Somerville is not anticipating any special assessments at the time of UCH-TIF Plan submission. The City may initiate Special Assessments to pay all or part of the cost of public infrastructure necessary for the development of a project or projects.

4. Terms of Tax Increment Financing Exemption.

- a. The Exemption requested by the Developer is hereby granted by the City in accordance with the Act for a period of [●] ([●]) years (the “Exemption Period”), commencing on the beginning of the fiscal year (July 1) following achievement of Stabilized Occupancy and shall provide an exemption from taxation on the value of all improvements on the Property, as and to the extent more specifically provided below. For any partial year between Stabilized Occupancy and the first fiscal year of the Exemption Period, the Developer shall pay property taxes due without reducing the term of the Exemption Period.
- b. The following Exemption Percentage and exemption schedule will apply towards the assessed value of the improvements to the Property as determined by the Board of Assessors in accordance with M.G.L. Chapter 59, Section 21C. The Exemption and Inflation Factor shall be calculated in accordance with M.G.L c. 40, §60(a)(iii)(1)-(2), during the term of this Agreement for each of the years listed below:

| Fiscal Year | Exemption Percentage | Percentage of Real Estate Tax Payable on the Increment |
|--------------------|-----------------------------|---|
| 1 | To be Determined (TBD) | TBD |
| 2 | TBD | TBD |
| 3 | TBD | TBD |
| 4 | TBD | TBD |
| 5 | TBD | TBD |

- c. For each of the [●] fiscal years listed in this Section 4, a portion of the assessed value of

the Property equal to the (i) Increment, multiplied by (ii) the Exemption Percentage shall be exempt from taxation, all as more specifically provided in the Act and the Regulations.

- d. As provided in the Act and the Regulations, the Base Value shall be the assessed value of the parcel of real property in the fiscal year in which an UCH-TIF Agreement is entered between the Developer and the City with respect to that parcel.
- e. The Property's Projected Assessed Value for the fiscal year ending [●] as shown on the records of the City Assessor, is [●].
- f. The Exemption provided by this Agreement shall automatically terminate after the [●] full fiscal year following the Effective Date, (the "Expiration Date"), except for claims related to defaults under this Agreement occurring prior to the Expiration Date, after which time, the Developer or its successor in title shall pay the full amount of real estate taxes assessed on the Property.
- g. Notwithstanding the Expiration Date of the Exemption stated herein, the Developer, for itself and its successors and assigns, acknowledges that it shall continue to meet the affordability requirements of the affordable housing restriction. Revocation or termination of this Agreement shall not nullify any of the Developer's obligations under the AHRs.
- h. This Agreement does not provide any exemption from personal property taxes with respect to the Property, the Developer, and any tenants.
- i. This Agreement does not waive the Developer's obligations under any special assessment or betterment that has been or may be levied by the City or any constituent entity thereof against the Property.
- j. [Neither the Developer nor its successors or assigns shall apply for abatement of any real estate tax for [Year 1 through Year 10] unless the assessed value on which such real estate tax is based is more than ten percent (10%) greater than the "Projected Assessed Value" for the applicable year as shown on Exhibit B attached hereto. The Developer and/or its successors or assigns shall not be prevented from applying for an abatement of any real estate tax in [Years 11 through 15] of this Agreement. The City reserves all rights to oppose any application for abatement filed by the Developer or its successor(s) at any time. The parties further agree that if the Property or any portion thereof shall be subdivided, partitioned into multiple parcels, or combined to form new parcels, the tax abatement prohibition set forth in this paragraph shall apply only to the parcel on which the Development is located.]

5. Developer's Covenants and Agreements. The Exemption granted by the City is in consideration of the Project, all terms and conditions set forth in this Agreement, and the Developer's covenants and agreements herein, by which the Developer hereby affirms that, if it elects to proceed with the Project, it shall:

- a. Prior to Completion, execute an Affordable Housing Restriction in a form acceptable to the City and EOHLA ("Affordable Housing Restriction" or "AHR") ensuring that the affordable units shall remain affordable in perpetuity.
- b. Commence construction activities within six (6) months after the issuance of a building permit for the Project, and pursue Completion of the Project in a manner consistent with similar residential developers operating in the Greater Boston area.
- c. Keep the Project in good order and repair and maintain the Project in a decent, safe, and sanitary

condition, all in accordance with applicable laws and ordinances and all rules, regulations and requirements of governmental authorities having jurisdiction.

- d. Create and operate [_____] AHUs in accordance with the [Regulatory and Operating Agreement] and the Affordable Housing Restriction (“AHR”) to be executed in connection with the Project and maintain, for the duration of the term of the UCH-TIF Exemption as described in Section 4 of this Agreement, all remaining units as Class A residential rental units rented at market rates and managed by an entity that has developed, owned and/or managed at least 1,000 multifamily units during the past five (5) years.
- e. Ensure that the AHUs are occupied by income-eligible households in accordance with the terms of the [Regulatory and Operating Agreement] and the AHR executed in connection with the Project.
- f. Comply with applicable fair housing laws in the selection of tenants for the Project, including without limitation, all AHUs.
- g. Comply with all income certification requirements with respect to occupants of the AHUs, as set forth in the [Regulatory and Operating Agreement] and the AHR executed in connection with the Project.
- h. Cooperate in the City's administration, monitoring, and enforcement of this Agreement, including such access rights to the Property (subject to any applicable leases) as are reasonably necessary to accomplish the same. The provisions of this Agreement shall not operate to circumscribe in any way, the access rights granted to the City by the Developer pursuant to other agreements that may be being entered into between the Parties relating to the Project.
- i. Comply with the City's occupancy limits, set in the State Building Code as enforced by the City's Inspectional Services Department.
- j. The Developer shall certify to the City the incomes of the families or occupants prior to the occupancy of the AHUs designated in this Agreement. The Developer shall provide a copy of such certification to the City. If the Developer fails to provide a copy of the certification or otherwise fails to comply with this Agreement within sixty (60) days of receipt of written notices of default by the City, including failing to maintain the affordability of housing units, the City shall have the authority to place a lien on the property (in accordance with M.G.L c. 40, §60 (f)) in the amount of the real estate tax exemptions granted pursuant to the UCH-TIF Agreement for any year in which the Developer is not in compliance with M.G.L c. 40, §60 (f).
- k. If the City determines that the Developer is leasing the AHUs in violation of the affordability requirements of M.G.L c. 40, §60 (f) and M.G.L c. 40, §60 (a)(v)(3), and such violation is a default in accordance with the provisions of Section 7 below, the City shall have the authority to place a lien on the property (in accordance with M.G.L c. 40, §60 (f)) in the amount of the real estate tax exemptions granted pursuant to the UCH-TIF Agreement for such fiscal year in which the City and EOHLIC make such determination, and shall record such lien with the Middlesex County Registry of Deeds or Middlesex County Land Court, as applicable.

6. Conveyance of Interests in the Property or the Project.

- a. Subject only to the provisions of Section 6(b) below pertaining to the period of time prior to Stabilized Occupancy, Developer shall have the right to convey any interest in the Property or the Project; provided that Developer gives the City written notice (the “Transfer Notice”) of such conveyance no less than forty-five (45) days prior thereto (the “Transfer Notice Period”) and such entity assumes the obligations of Developer hereunder in writing.

- b. (i) the Developer shall provide the City with the Transfer Notice of the Proposed Transferee no less than forty-five (45) calendar days prior to the Developer's conveyance of such interest in the Property to the Proposed Transferee, and (ii) the Mayor shall have within the forty-five (45) calendar day period following the City's receipt of the Transfer Notice, in its sole, but reasonable discretion and after the completion of a due diligence evaluation of the prospective conveyance and the Proposed Transferee by a third-party consultant acceptable to the City, the actual, out-of-pocket costs of which evaluation shall be borne by the Developer, the right to approve the conveyance of the Property to the Proposed Transferee; provided, however, that the City shall be deemed to have approved such Proposed Transferee if the Mayor fails to disapprove the proposed conveyance or the Proposed Transferee in writing within such forty-five (45) calendar day period. If the City informs the Developer of its disapproval of a proposed conveyance to a Proposed Transferee in writing within such forty-five (45) calendar day period, but the Developer completes the conveyance of the Property to the Proposed Transferee despite such written disapproval, this Agreement shall not inure to the benefit of the Proposed Transferee and shall be null and void and of no further force or effect (provided, however, that for the avoidance of doubt, in the event that the City disapproves the Proposed Transferee in writing within such forty-five (45) day period, the Developer may complete the conveyance of the Property to the Proposed Transferee without the benefit of this Agreement).

7. Default. In addition to any other grounds for default as to other requirements of this Agreement, the Developer will be in default of its obligations under this Agreement if the City in its reasonable discretion determines that Developer fails to meet or comply with any of the requirements of Section 5 above, and the City in its sole discretion further determines that such failure or any other default hereunder continues or remains uncured for thirty (30) days (or such longer time as the City may deem may be reasonably needed to effect such cure, provided that the Developer commences to cure within such thirty (30) day period and continues to diligently pursue such cure but not to exceed sixty (60) days beyond the original (30) day cure period) after the date of written notice, provided by the City to Developer and all Secured Creditors with liens on the Property. Any such Secured Creditor shall have the right to cure any default by the Developer within the same period of time permitted to the Developer. Upon the City's determination that any default by the Developer has continued or remained uncured for such period after the date of such written notice, the City may take such action as it deems appropriate to enforce the Developer's obligations under this Agreement, including but not limited to any one or a combination of the following:

- a. Revoke its certification of the Project for eligibility for a Tax Increment Financing Exemption;
- b. Require that the Developer and/or Secured Creditor provide a detailed plan to the City within thirty (30) days of the City's written request explaining in detail how Developer and/or Secured Creditor will achieve compliance with this Agreement;
- c. Require that the Developer reimburse the City the full amount of the Tax Increment Financing Exemption received under this Agreement during the fiscal year in which such default occurred. The parties hereby agree that the City shall be entitled to such reimbursement and that such reimbursement shall be made to the City within thirty (30) days of the City's written request. If such payment is not made in full within such thirty (30) day period, interest shall accrue at the rate of 1.5% per month until such repayment is made;
- d. Terminate the Exemption benefits described in Section 4, commencing as of the fiscal

year in which the City has determined Developer to be in default or, if such Tax Increment Financing Exemption benefits have already been received by Developer for the fiscal year in which the City has determined Developer to be in default, commencing as of the fiscal year immediately following that fiscal year.

- e. If, at any time prior to the expiration of the term on this Agreement, the Developer or its successor or assignee fails to diligently pursue and complete the construction of the Development, the City shall be entitled, in the City's total and exclusive discretion, to: (i) terminate this Agreement and all existing and future Exemption benefits; (ii) receive reimbursement from Developer for all or any portion of any savings that Developer has accrued to such date under this Agreement; and (iii) revoke the Tax Increment Financing Exemption.

8. Affordable Housing.

- a. The Project will create [●] AHUs. All AHUs shall be maintained, for the duration of the term of the UCH-TIF Exemption as described in Section 4 of this Agreement, as Class A residential rental units that shall be rented at rents governed by the Regulatory and Operating Agreement and the AHR and managed by an entity that has developed, owned, and/or managed at least 1,000 multifamily units during the past five (5) years. The Act, in Section 60(b), requires as a condition of the granting of a UCH-TIF Exemption, that one of the affordability thresholds, as set forth in such Section 60(b), be satisfied at the property for which an exemption is sought. Section 60(b)(___) of the Act provides that one such threshold is that "[____]" [____] (or [__%]) of the [____] total units in the Project will be affordable to households earning at or below [__] percent of the area median income, as defined by the United States Department of Housing and Urban Development, in accordance with the Regulatory and Operating Agreement and AHR executed for the Project.
- b. The [___] AHUs shall be deed restricted in-perpetuity through an AHR, and affordable for low- and moderate- income households with annual household incomes no greater than [__] % of the area median income, as defined by the U.S. Department of Housing and Urban Development's income limits for the Boston-Cambridge Quincy MA-NH Fair Market Rent Area, adjusted for utility allowances. HUD income limits are subject to change and are periodically updated.
- c. All AHUs shall be subject to all applicable federal, state, and local affirmative fair housing regulations.
- d. The City may at any time revoke its UCH-TIF Plan. Should the City revoke its UCH-TIF Plan, it shall immediately cease the execution of any additional UCH-TIF Agreements pursuant to 760 CMR 58.07. Such revocation shall not affect existing UCH-TIF Agreements relative to tax increment exemptions, and limitation on special assessments, pursuant to 760 CMR 58.13, provided the UCH-TIF Plan was executed prior to the revocation.
- e. This Agreement contemplates that all of the housing created hereunder shall remain rental units. The Developer understands and agrees that it shall enter into an AHR to effectuate the intent of this Agreement which shall be executed by the City, the EOHLC, and other necessary parties. The Developer shall record or file, as appropriate, an AHR, with the Middlesex County Registry of Deeds or Registry District of the Land Court, as applicable, and shall provide a recorded copy thereof to the City. The AHR shall be

forever senior in lien priority to all financing liens encumbering the Property or any portion thereof. To the extent required by law, the AHR shall survive foreclosure or sale or transfer of any and all of the Developer's property and development rights as to the Property.

- f. In the event of any conflict between the provisions of this Agreement and the AHR, the AHR shall be dispositive.
- g. In the event that the City terminates this Agreement for any reason, including without limitation pursuant to Section 7(d), or revokes the Exemption, the Developer shall have no further obligations under this Agreement; however, such termination shall have no impact on Developer's obligations pursuant to any other agreements between the Developer and the City, or the EOHLIC, unless explicitly stated otherwise in a written notice of termination.

9. Miscellaneous.

- a. **Notice.** All notices, requests and demands which any party is required or may desire to give to the other party pursuant to this Agreement must be in writing delivered to each party at the addresses set forth below. Secured Creditors entitled to notice are listed on Exhibit C attached hereto and made a part hereof, as the same may be amended from time to time by the Developer's written notice to the City in accordance with the terms .

As to the City:

City of Somerville
93 Highland Avenue
Somerville, MA 02143
Attn: Economic Development Director, Mayor's Office of Strategic Planning and
Community Development

With copy to:

City of Somerville Law Department
93 Highland Avenue
Somerville, MA 02143
Attention: City
Solicitor

As to the Developer:

- [●]
- [●]
- [●]

Either party may designate a different address where notice may be given to the other parties as provided herein. Each notice, request and demand hereunder shall be deemed given or made as follows: if sent by hand delivery, upon delivery; or if sent by certified mail, return receipt requested, or by nationally recognized overnight delivery service, upon receipt or refusal.

- b. **Further Assurances.** At the request of either party hereto, the other party shall execute,

acknowledge and deliver such other documents and/or instruments as may be reasonably required by the requesting party to carry out the purposes of this Agreement, so long as no such document or instrument shall modify the rights and obligations nor increase the liability of the parties set forth herein.

- c. **Successors and Assigns.** Notwithstanding anything contained in this Agreement to the contrary, Developer shall have the right to assign this Agreement to any entity in which Developer, directly or indirectly, has an ownership interest; provided that Developer gives the City written notice of such assignment no less than forty-five (45) days prior thereto, such entity assumes all obligations of Developer set forth hereunder in writing; and management of the Project remains with an entity that has developed, owned and/or managed at least 1,000 multi-family units during the past five (5) years. Subject to the terms of this paragraph, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City, and of the Developer, including any Secured Creditor taking title pursuant to foreclosure or deed in lieu thereof. The Developer agrees that it shall provide copies of this Agreement to all Secured Creditors listed on Exhibit C hereto, and as the same may be amended from time to time by the Developer's written notice to the City, and to any successor creditor, and shall provide to the City written acknowledgement executed by each secured creditor that it shall assume all of the Developer's obligations hereunder in the event that it is taking title pursuant to foreclosure or deed in lieu thereof.
- d. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws. Any claim or action arising under this Agreement shall be tried in a court of competent jurisdiction sitting in Middlesex County, Massachusetts.
- e. **Entire Understanding.** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and current understandings and agreements with respect to the same, whether written or oral.
- f. **Headings.** Headings are for convenience and reference only and in no way define or limit the provisions of this Agreement.
- g. **Severability.** All provisions contained in this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement. If any provision of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this Agreement shall be deemed to be amended to the minimum extent necessary to provide the parties with the benefits and obligations set forth herein.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute and be construed as one and the same instrument.
- i. **Recitals.** The Recitals set forth on Pages 1-3 hereof are incorporated herein by reference, as if fully re-stated herein.
- j. **Estoppel Certificates.** Upon written request of either party made upon at least ten business days' notice, the other party shall provide a certificate certifying to the best of its knowledge, that (if true) (i) this Agreement is in full force and effect, (ii) this Agreement has

not been amended, except as may be set forth in such certificate, (iii) the requesting party is not in default of this Agreement (or if it is default, specifying the nature of the default), and (iv) such other factual matters as the requesting party may reasonably request.

- k. **Conflicts.** In the event of any conflict between the provisions of this Agreement and the provisions of the UCH-TIF Plan, the provisions of this Agreement shall be dispositive.

[SIGNITURES ON FOLLOWING PAGES]

IN WITNESSES THEREOF, the Developer has caused this Agreement to be duly executed in Its name and behalf and its seal affixed by its duly authorized representative, and the City has caused this agreement to be executed in its name and behalf and its seal duly affixed by [Jacob D. Wilson], Mayor as of the Effective Date.

DEVELOPER:

[DEVELOPER TO PROVIDE SIGNATURE BLOCK]

[City Signature Page Follows]

[Signature Page to UCH-TIF Agreement]

CITY OF SOMERVILLE

By: Jacob D. Wilson
Its: Mayor

Approved as to legal form:

By: Cynthia Amara
Its: City Solicitor

Commonwealth of Massachusetts

Middlesex, ss.

Date:

On this ___ day of _____, 202_, before me, the undersigned notary public, personally appeared Jacob D. Wilson, Mayor of the City of Somerville and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily in such capacity for its stated purpose.

Notary Public
My commission expires:

Exhibit A
Property Description

Exhibit B
Copy of Comprehensive Permit

Exhibit C
List of Secured Creditors

APPENDIX D: Authorization of UCH-TIF Zone & Plan

[Mayor's Office Letterhead]

Authorization of Chief Executive that:

1. The Assembly Square and East Somerville UCH-TIF Zone, an area qualifying as a Commercial Center has been designated as an UCH-TIF Zone, and further
2. The UCH-TIF Plan meets the requirements of 760 CMR § 58.00, and
3. The form of the UCH-TIF Agreement and any negotiated UCH-TIF Agreements meet the requirements of 760 CMR § 58.00.

Approved as to legal form:

Cynthia Amara, City Solicitor

Jacob D. Wilson, Mayor

Commonwealth of Massachusetts

Middlesex, ss.

Date:

On this ___ day of _____, _____, before me, the undersigned notary public, personally appeared Jacob D. Wilson, Mayor of the City of Somerville and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily in such capacity for its stated purpose.

Notary Public

My commission expires:

APPENDIX E: Public Hearing Notices & Minutes

A public hearing was held on [DATE] to take public comment on the proposed UCH-TIF Zone, Plan, and form of Agreement. Notice of the public hearing was published in [NEWSPAPERS & DATES] and posted on the City website on [DATE]. Copies of the proposed UCH-TIF Zone, Plan, and Form of Agreement were made available electronically at [WEBSITE] and hard copies were available [UPON REQUEST].

Public Hearing Notice and Minutes:

APPENDIX F: City Council Resolution Approving UCH-TIF

On [DATE], the City Council approved the UCH-TIF Zone, Plan, and form of Agreement and imbued the [Mayor of Somerville] with the authority to sign UCH-TIF Agreements. [The approval of the UCH-TIF Zone/Plan/form of Agreement was made with the following amendments...].