

**COOPERATIVE BIDDING AGREEMENT
REGARDING KESSELER WOODS PROPERTY**

This Agreement entered into by and between the City of Newton (hereinafter "City"), a municipal corporation, 1000 Commonwealth Avenue, Newton, Massachusetts 02459, acting by and through its duly elected Mayor (the "Mayor"), but without personal liability to him, and Cornerstone Corporation (hereinafter "Cornerstone"), a Massachusetts corporation, 725 Canton Street, Norwood, Massachusetts 02062.

WHEREAS, the property known as Kessler Woods, now owned by Boston Edison Company, (hereinafter "Boston Edison") generally consisting of two vacant assessors parcels of land, located in an existing residential area at and near La Grange and Vine Streets, Newton, Middlesex County, Massachusetts, designated by Newton Board of Assessors as parcels #82-41-22 and #82-37-3 all as more particularly described hereinafter, portions of which include delicate environmental features, substantial wetland and floodplain, Saw Mill Brook, a locally-rare vegetative community, and a significant amount of diverse wildlife habitat (hereinafter "Kessler Woods"), and

WHEREAS, for many years the City has identified Kessler Woods as a conservation priority in the *City's Recreation and Open Space Plan*, deeming it worthy of conservation as open space and acquisition by the City;

WHEREAS, Boston Edison, acting pursuant to requirements incumbent upon that company in connection with deregulation of electricity in the Commonwealth of Massachusetts, intends to sell Kessler Woods and has publicly called for bids, stating that it will consider only "no contingency" bids, which must be submitted for the entire Kessler Woods site; and

WHEREAS, Cornerstone, an experienced real estate developer, seeks to acquire portions of Kessler Woods for development of residences; and

WHEREAS, the City seeks to acquire portions of Kessler Woods for open space purposes and also seeks to foster a balanced development of the remaining land, in a manner that maximizes preservation of open space and passive recreation opportunities, affordable housing, integrates housing with existing land characteristics, and is reflective of the concerns and considerations of the existing residential neighbors; and

WHEREAS, Cornerstone seeks to promote the success and value of its private development given its proximity to City-protected open space, and development in accordance with such a balanced approach;

WHEREAS, the City and Cornerstone seek to enter into this Cooperative Bidding Agreement that will allow them to pursue purchase of Kessler Woods by submitting a cooperative bid for the full acreage, to maximize their likelihood of submitting a successful bid.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree and intend to be mutually bound as follows:

Section 1. Submission of bid

1.1. The parties agree to take all steps necessary to prepare and submit a single, timely and responsive bid to Boston Edison for purchase of Kessler Woods. Cornerstone's share of the cooperative bid price shall be \$6.3 million. The total bid amount will be the sum of Cornerstone's \$6.3 million added to the City's share. The City's share shall be an amount determined in good faith by the Mayor, at his sole discretion, which will further the likelihood of both parties reaching a successful bid and which amount shall be no less than \$3 million and not exceed \$5 million.

1.2 The cooperative bid will identify both parties, the total bid amount and the amount that each party is bidding, and include a brief statement to the effect that the City intends to purchase its share of the land for open space purposes using Community Preservation funds and Cornerstone intends to use its share for private development.

1.3 Cornerstone shall, from its own funds, provide a cashier's check in payment of the initial deposit of \$25,000, which will accompany the parties' bid.

1.4 To satisfy Boston Edison's requirement for evidence of financial ability to perform the purchase, the parties shall include the following documents as part of the bid:

1.4.1 Cornerstone shall provide a letter from its principal bank, Citizens Bank, in substantially the form of a certain letter from such Bank dated April 7, 2003

1.4.2 The City shall provide copies of 1) Order # 227-3 of the Board of Aldermen; 2) City's Comprehensive Annual Financial Report for the year ended June 30, 2002; and 3) a letter dated September 16, 2002 from Moody's Investors Service, which describes the bond rating for the City's most recent issuance of general obligation bonds.

1.5 Except in accordance with the provisions of this Cooperative Bidding Agreement as stated herein, the City and Cornerstone shall not submit any bids for purchase of Kessler Woods or participate as a bidder or potential buyer for Kessler Woods, whether as a partner, through an agent or by any other means, provided that nothing contained herein shall be construed to restrict the parties from cooperating together to seek the purchase of the property by means of a negotiated transaction, i.e. outside of the pending sealed bid procedure.

1.6. If the bid submitted to Boston Edison pursuant to this Cooperative Bidding Agreement is not the successful bid, the parties shall have no further obligations under this Agreement and each party may pursue purchase of all or part of Kessler Woods in any manner. However, if pursuant to paragraph 1.7 below Boston Edison agrees prior to December 31, 2003, to sell Kessler Woods to either the City and/or Cornerstone, Cornerstone and the City will be bound by the terms hereof and will purchase the property pursuant to the terms of this Agreement.

1.7 The parties acknowledge that the City may attempt to have Boston Edison suspend the sale of Kessler Woods through the above-referenced bid process and to enter into a negotiated sale with the City and Cornerstone. If the City is able to enter into such a negotiated sale with Boston Edison, Cornerstone and the City agree that they shall have a coordinated agreement to purchase the Kessler Woods property on all the same terms and conditions as are set forth in this Agreement, except for those provisions which are specific to a bidding process. The City shall be the lead negotiator and Cornerstone may participate in any such negotiations and in any and all events the City shall keep Cornerstone advised as to the City's progress and deliberations. The City shall act in good faith to obtain the best terms it deems possible from Boston Edison, on behalf of itself and Cornerstone, but subject to the terms and conditions of this Agreement. If such negotiations fail to result in a purchase and sale agreement by December 31, 2003, this Agreement shall be null and void.

Section 2. Purchase following successful bid and/or successful negotiated agreement

2.1 Following the successful bid and/or negotiated agreement with Boston Edison and within one (1) month prior to closing the purchase from Boston Edison, Cornerstone and the City shall execute a detailed agreement, including the terms of covenants and restrictions described herein. Such detailed agreement shall be consistent with and based on the terms of this Cooperative Bidding Agreement, and such additional terms as the parties may agree but not limited to description of the easement and easement area, description of property restrictions on Cornerstone parcel, Inclusionary Zoning provisions, cost and price adjustments between the parties and documents and ratifications of this Agreement and the Bid.

2.2 The parties shall cooperate with one another and use their best efforts to close the purchase from Boston Edison in a timely manner, including but not limited to execution of the Purchase and Sale Agreement and delivery of the purchase funds pursuant to the Bid; fulfilling the Terms and Conditions of Sale, as described in bid documents or as otherwise negotiated; and all other steps and procedures that are customary and reasonable in the context of the real estate purchases of vacant land in the Newton market.

2.3 Cornerstone shall, from its own funds, provide a cashier's check in payment of the 10% deposit which is expected to be required to be delivered to Boston Edison at the execution of the Purchase and Sale Agreement. Any refund of said deposit and any interest thereon shall be returned to Cornerstone.

2.4 The parties will seek to carry out the purchase from Boston Edison by means of separate conveyances directly from Boston Edison to each party for its respective share of the real estate as described in paragraphs 3.1 through 3.5. Towards that end, immediately after the successful bid and/or negotiated agreement with Boston Edison, Cornerstone will arrange to have prepared, in recordable form and consistent with the requirement of M.G.L. c. 41, Sect. 81P, an "approval not required plan" (the "ANR Plan") for submission to the Newton Planning Board which plan shall divide the north 33.48 +/- acre parcel of Kessler Woods (as described in the Boston Edison offering memorandum) into two parcels (substantially as shown on the plan attached hereto as Exhibit A). Cornerstone shall be obligated to arrange for the ANR Plan, as described in the prior sentence, even if Boston Edison does not agree to such separate conveyances. The allocation of

parcels between the City and Cornerstone shall be as set forth in Section 3, below. If Boston Edison does not agree to make such separate conveyances, Cornerstone shall take title from Boston Edison for the entire Kessler Woods Site and immediately thereafter, and upon obtaining ANR approval, Cornerstone shall transfer title of the City Parcel to the City.

2.5 If Boston Edison fails to perform in accordance with an agreement with the parties, the parties will cooperate and share the costs of pursuing mutually acceptable legal remedies.

Section 3. Real Estate shares

3.1 The parties shall divide ownership of Kessler Woods as set out in this Section 3.

3.2 City Parcel: At the closing with Boston Edison, or pursuant to a conveyance as stated in paragraph 2.4 the City will receive fee ownership of the portion of Kessler Woods situated on the southerly side of Vine Street totaling approximately 8.88 +/- acres of Kessler Woods (as described in the Boston Edison offering memorandum) plus the southerly portion (having an unspecified lot area) of the northerly parcel of Kessler Woods containing approximately 33.48 +/- acres as marked "City" on attached Exhibit A to be more precisely demarcated on the ANR Plan and the Boston Parcel as further described in Paragraph 9.2 herein.

3.3 Cornerstone Parcel: At the closing with Boston Edison, Cornerstone will receive the fee ownership of the remainder of the Kessler Woods property excluding the City Parcel and the Boston Parcel as defined in paragraph 3.2 above and as marked "Cornerstone" on Exhibit A to be more precisely demarcated on the ANR Plan. Cornerstone will simultaneously grant (i) an Easement as hereinafter defined in paragraph 3.4 in favor of the City, benefiting the City Parcel and (ii) certain restrictive covenants as hereinafter defined in paragraph 4.1 in favor of the City, such easements and restrictions to be senior to any mortgages or other liens to be granted by Cornerstone.

3.4 Easements: At the closing with Boston Edison, Cornerstone will grant to the City easements in those portions of the Cornerstone Parcel that are constrained from development as a result of utility easements, floodplain restrictions, wetlands, and Inner-Riparian zone restrictions under the Rivers Protection Act, but not including the wetlands buffer and remaining areas restricted (non-Inner Riparian zone) under the Rivers Protection Act (hereinafter the "Fully Constrained Area"). The Fully Constrained Area is approximately shown as "Full Constraints" on Figure 3 of a plan by Sasaki Associates, dated February 2003 (hereinafter "Sasaki Plan") attached hereto as Exhibit B, however, the final locations of the Fully Constrained Area shall be determined by Cornerstone through its use of Professional Land Surveyors and other professionals who have the credentials to make such determinations, in accordance with legal standards and requirements, and subject to approval of applicable regulatory agencies. The interests conveyed to the City under this paragraph will forever protect the Fully Constrained Area from development and allow public access for pedestrians and will allow for the construction and maintenance by the City of a system of trails. Upon the earlier of substantial completion of construction or sale of ninety percent (90%) of the lots or units, as applicable, for Area 1 and Area 2 as described in Section 4, Cornerstone shall transfer to the City the sum of

seventy-five thousand dollars 75,000, which sum shall be applied by the City for the development of the foregoing trail system and creation of a maintenance fund therefor.

3.5 Cornerstone, in its development plans for the Cornerstone Parcel, shall use its best efforts to design the planned developments of the Cornerstone Parcel so as to minimize the amount of the Fully Constrained Areas which will be incorporated into the development lots. The City acknowledges that notwithstanding the use of best efforts by Cornerstone as stated above, that certain portions of the Fully Constrained Area may have to be included in certain of the development lots so as to meet zoning or permitting requirements or for other sound development and planning considerations. At such time as Cornerstone shall have received its subdivision and other permitting approvals for the development of the Cornerstone Parcel, as described in Section 4, below, Cornerstone shall convey to the City, for consideration of \$1, fee ownership, free of all liens, in all portions of the Fully Constrained Area which have not been included within development lots, as provided above; provided however that such portions to be conveyed shall, in any event, constitute a single, contiguous parcel, allowing access through the Fully Constrained Area and providing access to other neighboring conservation land of the City. Upon the foregoing conveyance, the City's easement provided for in paragraph 3.4 shall terminate. Except as stated herein, the City, during the easement period and upon conveyance, shall have sole and complete custody of and control the area designated for public access through the Fully Constrained Area.

4.0 Private Development by Cornerstone

4.1 General restrictions: Upon conveyance by Boston Edison of Area 1 and Area 2 to Cornerstone, Cornerstone will enter into a restriction agreement in favor of the City pursuant by which Cornerstone will agree to limit the development as follows:

4.1.1 Area 1 shall be limited to no more than eight (8) single-family houses, on lots fronting on Brookline Street, but which may include up to three rear lots, within the meaning of section 30-15(b)(4) of the Newton zoning ordinances. Such development will include a suitable undeveloped buffer from the existing residences along Harwich Road. Cornerstone may also propose a plan which may require subdivision approval, provided such plan meets the foregoing design considerations. In either case, Cornerstone will impose upon all the house lots a uniform set of design covenants and restrictions which shall be binding on Cornerstone and any third-party builders of the houses and upon the homeowners, such covenants to be subject to the prior reasonable review and comment by the City's Mayor or his designee (who may be a City official or a City department).

4.1.2 Subject to the provisions of paragraph 4.2, Area 2 shall be limited to no more than sixty-four (64) residential units or sixty-four (64) single family houses on lots. In either case, they shall include no less than twenty percent (20%) Inclusionary Units, consistent with section 30-24(f) of the Newton zoning ordinances.

4.2 Preferred Development Plan:

4.2.1 Prior to pursuing any other development approach for Area 2, Cornerstone shall diligently pursue the following development plan of the Cornerstone Parcel ("Preferred Plan"): Preferred Plan: Development will include no more than 55 residential units, of which no less than twenty percent (20%) will constitute Inclusionary Units, as defined in section 30-24(f) of the Newton zoning ordinances. The buildings will be located on the site to provide an undeveloped buffer consistent with The Architectural Team, Inc. Plan (Exhibit C) from existing nearby houses and LaGrange Street. The massing and scale will be designed so that the Area 2 buildings resemble large single family houses. The City acknowledges that a development plan substantially in the form of the conceptual site plan prepared by The Architectural Team, Inc. on behalf of Cornerstone, (Exhibit C) meets the foregoing criteria; but that material changes from that plan will be subject to the prior reasonable review and comment by the City's Mayor or his designee (who may be a City official or a City department).

4.2.2 If development of Area 1 includes fewer than eight single family houses, the Preferred Plan for Area 2 shall be limited to no more than 56 residential units (instead of 55 units), provided that any such development will be subject to all other provisions of paragraph 4.2.1.

4.3 Cornerstone shall pursue all necessary approvals to carry out the Preferred Plan, and shall defend against any challenges and appeals to the issuance of such approvals. Cornerstone's obligations under this paragraph shall include its aggressive and timely defense against the challenges and appeals, through the Massachusetts Trial Court, i.e. Superior Court or Land Court, and, in the event that Cornerstone prevails in the Trial Court, through the appellate courts to conclusion. However, in the event that Cornerstone does not prevail in the Trial Court, the City and Cornerstone, within one (1) week of the entry of judgment, shall jointly choose and engage outside independent legal counsel having substantial expertise in Massachusetts land use litigation and specifically in matters such as are being litigated relative to this proposed Cornerstone development, to provide an opinion regarding the likelihood of success on appeal. If the Counsel's opinion indicates a reasonable likelihood of success of said appeal, Cornerstone shall pursue said appeal to conclusion. Otherwise, Cornerstone may take whatever action it deems appropriate.

4.4 Once Cornerstone receives the final approvals and permits for development in accordance with the Preferred Plan, Cornerstone shall promptly begin construction and pursue such development to completion.

4.5 In the event that Cornerstone fails to receive all necessary approvals to carry out development of Area 2 in accordance with the Preferred Plan, either as a result of denial or judicial outcome, Cornerstone may, subject to the provisions of paragraph 4.1, pursue an alternate development approach for Area 2. The City will cooperate with Cornerstone in the formulation of acceptable alternate development approaches.

4.6 Nothing contained in this Section 4 shall be construed to restrict Cornerstone from choosing to develop fewer units or lots than the maximum number allowed, as specified in paragraphs 4.1.1, 4.1.2 and 4.2.

5. Approvals by City/Relationship of parties

5.1 The parties recognize that Cornerstone's development of the property will require various approvals by various agencies of the City. The City will cooperate to facilitate a smooth and timely review in response to Cornerstone's applications for such approvals, as the City does with all responsible developers, and in accordance with all legal standards and requirements. The City cannot and does not guarantee the outcome of any of Cornerstone's applications for such approvals.

5.2 Nothing contained in this Cooperative Bidding Agreement shall be construed as creating a partnership, joint venture or trust between the parties. Without any limitation of the foregoing, it is the express intention of the parties that Cornerstone shall not be bound by any municipal, regulatory, or administrative requirements which bind the City as a body politic and corporate. Neither party shall be liable in any way for the debts, obligations or liabilities of the other arising out of or relating to the ownership or development of their respective parcels; and neither party shall hold itself out as having the authority to bind the other except as expressly set forth herein.

5.3 Neither party may assign its rights under this Cooperative Bidding Agreement except upon the prior written approval of the other party, which approval shall not be unreasonably withheld or delayed, provided that any assignment to an entity controlled by the assigning party shall not require such approval. With regard to any assignment by Cornerstone to other than an entity controlled by Cornerstone, Cornerstone recognizes that the City has chosen Cornerstone to enter into this Agreement based on the particular qualifications of Cornerstone and that it shall not be deemed to be unreasonable for the City to withhold its consent to an assignment if it determines that the proposed assignee does not have substantially similar qualifications.

5.4 Following the closing with Boston Edison, should Cornerstone fail to pursue or complete its development in a timely manner, the City shall have the right to purchase the Cornerstone Parcel for Cornerstone's documented hard and soft costs. For the purposes of this paragraph, a "timely manner" shall mean: (i) Cornerstone shall commence the licensing and permitting process promptly after closing and shall, in good faith, diligently pursue the same thereafter. Promptly after the property is subdivided and all local, state and federal licenses, permits and approvals are obtained (and all appeal periods expired or pending appeals favorably and finally resolved) sufficient to qualify to obtain building permits (provided that Cornerstone shall have commenced the licensing and permitting process promptly after closing and shall have, in good faith, diligently pursued the same thereafter) Cornerstone shall market the single family house lots. It is understood that Cornerstone may not be constructing the single family home structures, as this may be performed by third party owners and/or builders and no completion dates for construction can be determined and (ii) with respect to Area 2, commencement of construction shall be within eighteen (18) months after the necessary licenses, permits and approvals are obtained (and all appeal periods expired or pending appeals favorably and finally resolved) (provided that Cornerstone shall have commenced the licensing and permitting process promptly after closing and shall have, in good faith, diligently pursued the same thereafter). The City may assign its rights under this paragraph.

5.5 Following the closing with Boston Edison, should Cornerstone propose to sell a part or all of the Cornerstone Parcel (other than the sale of house lots or condominium units in the ordinary course) to a third party, Cornerstone shall thereafter notify the City of its intention to do so and the price which such third party proposes to pay for the property in question. The City shall have sixty (60) days within which to notify Cornerstone of the City's intention to exercise this right of first refusal to purchase that portion at the third party price within 180 days from receipt of notice from Cornerstone and to close on the purchase thereof. The City may assign its rights under this paragraph.

6. Costs and price adjustments:

6.1 The deposit payments made by Cornerstone in accordance with paragraphs 1.3 and 2.3 will be credited against Cornerstone's share of the purchase price.

6.2 At the time of closing, each party shall deliver its share of the purchase price, in accordance with the bid and the Purchase and Sale Agreement.

6.3 The following shall apply in the event that the agreement(s) with Boston Edison require(s) the parties to pay the costs of Massachusetts Excise Stamp Tax on the conveyance(s):

6.3.1 If Boston Edison conveys the entire Kessler Woods site to Cornerstone prior to conveyance of the City's share to the City, each party will be responsible for payment of the tax on a pro rata basis.

6.3.2 If Boston Edison conveys Kessler Woods to the parties in separate conveyances, each party will be responsible for the tax on its respective conveyance, as applicable, recognizing that the City expects to be exempt by law from such tax.

6.4 Cornerstone will obtain, at its sole expense, the services of a Professional Land Surveyor to prepare, in recordable form (i) the ANR Plan and (ii) such plans as shall be necessary to show the locations of easements, all as described in paragraphs 3.3 and 3.4. Except as provided in the prior sentence, all costs of survey work shall be borne separately by each party for its respective share of Kessler Woods.

6.5 Each party will be responsible for the cost of title insurance, legal fees and other closing costs incurred in the purchase of the property as well as all their other expenses arising out of or relating to the matters set forth in this Agreement.

7. Hazardous waste contingencies

7.1 If significant amounts of hazardous waste are discovered on Kessler Woods prior to bid submission, either party may terminate this Cooperative Bidding and Purchase Agreement. In the event of termination under this paragraph, the parties may pursue purchase of Kessler Woods in any manner individually.

7.2. If hazardous waste is discovered on Kessler Woods subsequent to the submission of the bid, but prior to the closing with Boston Edison, the parties will cooperate to obtain the most favorable terms possible from Boston Edison regarding liability and cancellation. If either party is not satisfied with those terms and the total remediation cost is in excess of \$200,000, then either party may terminate this Cooperative Bidding Agreement and be liable for its pro rata share of any portion of the deposit(s) already paid to Boston Edison. In the event of termination under this paragraph, the other party may proceed to close on the purchase alone or with a new partner provided that, at such closing, it shall reimburse the other party for any deposit the withdrawing party has paid and this Agreement and the terms hereof shall be null and void.

7.3 If hazardous waste is discovered on Kessler Woods after the closing with Boston Edison, each party shall be responsible for the costs attributable to its land (i.e. the City Parcel and the Cornerstone Parcel), and neither party shall be responsible to the other for any hazardous waste located on land of the other party.

8 Default by City

8.1 If at any time after submission of the City of Newton/Cornerstone bid documents and prior to the conclusion of the closing on the transaction contemplated by this Agreement it is determined, either by the City or a court, that the City's expenditure of the funds as it is obligated to do hereunder would be unauthorized or unlawful, then the City promptly shall so notify Cornerstone. Upon such an event, Cornerstone may elect in its discretion to proceed as follows:

- (i) Cornerstone may continue with the transaction and purchase the property without involvement by the City of Newton subject to the right of the City of Newton to cure its failure to pay its obligations hereunder within one hundred twenty (120) days of such initial determination that the expenditure is unlawful; or
- (ii) If the City of Newton does not timely cure its failure to pay its obligations as described in subparagraph (i), above, then Cornerstone may proceed with its purchase and development of the entire project site in any manner it deems appropriate and in such event upon notice to the City of Newton this Agreement shall be null and void and without recourse between the parties; or
- (iii) Upon initial determination that the expenditure of funds by the City of Newton is unauthorized or unlawful at any time prior to the execution of the Purchase and Sale Agreement with Boston Edison Company, Cornerstone may terminate this Agreement and forfeit its deposit, if any, and not pursue the purchase of such property, all without recourse between the parties.

9. Communication Between Parties

9.1 The parties acknowledge their shared intent to cooperate and assist each other in attaining their mutual goals, all in accordance with the provisions of this Cooperative Bidding Agreement.

To that end, up to the closing with Boston Edison, each party agrees to communicate, in a timely manner, with the other party concerning all significant information that it may receive that may impact the progress of the proposed bid or purchase of Kessler Woods.

10. Miscellaneous Provisions

10.1 This Agreement executed in multiples shall be construed under the laws of the Commonwealth of Massachusetts and shall be binding upon and run to the benefit of the parties hereto and their respective successors and assigns. It is the intention that, notwithstanding the fact that this Agreement contemplates that the parties shall enter into subsequent agreements to effectuate the terms hereof, this Agreement shall constitute a fully enforceable agreement under its own terms and that the parties shall, in good faith, prepare, negotiate and enter into the further agreements and instruments contemplated hereby.

10.2 Boston Parcel: The City shall be responsible for an approximately 444 square foot parcel of land in the City of Boston known as Assessors Parcel Number 7834 in ward 20, either by assuming all title and interest or through other arrangements for disposition of the Boston Parcel.

10.3 Exhibits:

Exhibit A: Plan dividing northerly parcel between City and Cornerstone portions, with hand drawn line (see paragraphs 2.4, 3.2 and 3.4).

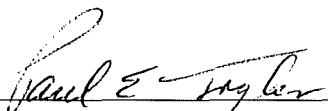
Exhibit B: Figure 3 of Sasaki Associates plan dated February 2003 (see paragraphs 3.4).

Exhibit C: The Architectural Team, Inc., undated (see paragraph 4.2.1).

IN WITNESS WHEREOF, the parties have set their hands and seals as of this 20th day of June 2003.

CORNERSTONE CORPORATION

CITY OF NEWTON

By: 
Its PRESIDENT
(office)


David B. Cohen, Mayor

NEWTON GIS DATA

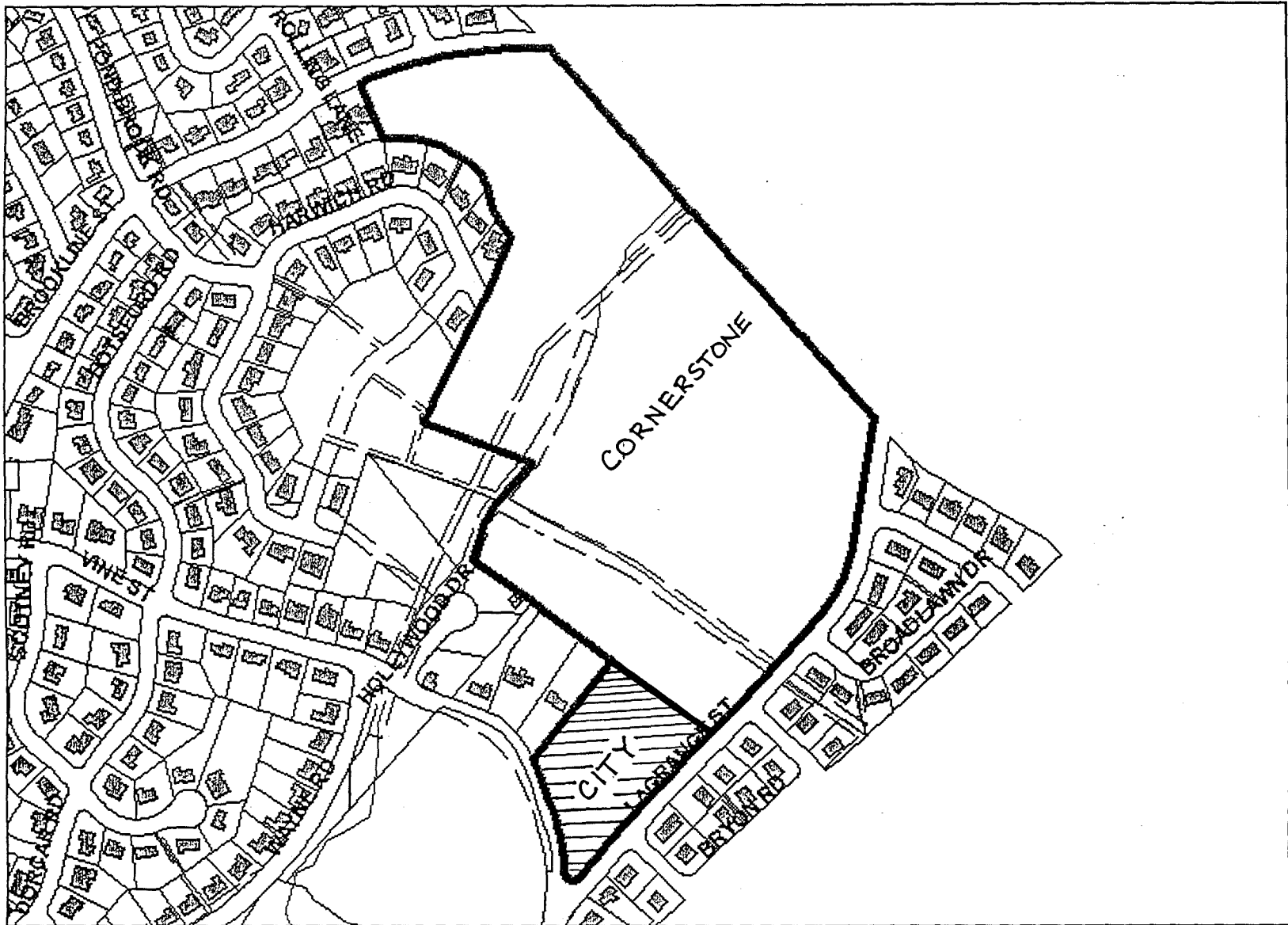






EXHIBIT A

The information on this map is from the Newton Geographic Information System (GIS). The City of Newton cannot guarantee the accuracy of this information. Each user is responsible for determining the data's suitability for its intended purpose.

City departments will not approve applications based solely on GIS data. City staff correct errors as they are identified.

-  Buildings
-  Property Lines
-  Lakes & Rivers
-  Easements

Property Location:

0 VINE ST

Property ID:

82037 0003

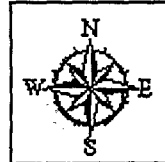
Land Use: Lot Size:

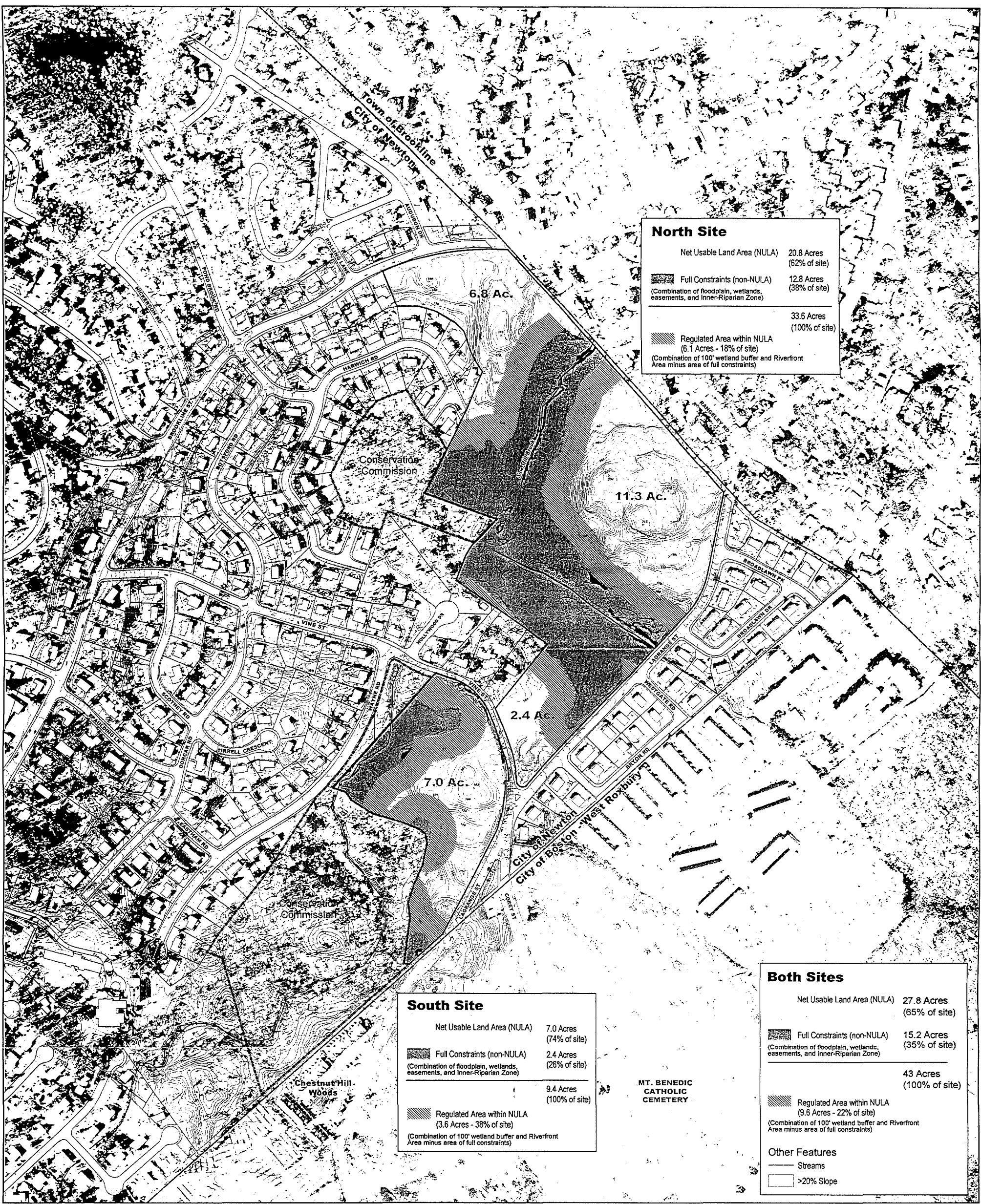
130

1457966 Sq. Ft.

1 inch = Approximately 436 Feet

MAP DATE: June 13, 2003





North Site

Net Usable Land Area (NULA)	20.8 Acres (62% of site)
Full Constraints (non-NULA) (Combination of floodplain, wetlands, easements, and Inner-Riparian Zone)	12.8 Acres (38% of site)
<hr/>	
	33.6 Acres (100% of site)
Regulated Area within NULA (6.1 Acres - 18% of site) (Combination of 100' wetland buffer and Riverfront Area minus area of full constraints)	

South Site

Net Usable Land Area (NULA)	7.0 Acres (74% of site)
Full Constraints (non-NULA) (Combination of floodplain, wetlands, easements, and Inner-Riparian Zone)	2.4 Acres (26% of site)
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	9.4 Acres (100% of site)
Regulated Area within NULA (3.6 Acres - 38% of site) (Combination of 100' wetland buffer and Riverfront Area minus area of full constraints)	

Both Sites

Net Usable Land Area (NULA)	27.8 Acres (65% of site)
Full Constraints (non-NULA) (Combination of floodplain, wetlands, easements, and Inner-Riparian Zone)	15.2 Acres (35% of site)
<hr/>	
	43 Acres (100% of site)
Regulated Area within NULA (9.6 Acres - 22% of site) (Combination of 100' wetland buffer and Riverfront Area minus area of full constraints)	
Other Features	
Streams	
>20% Slope	

Figure 3: Potential Development Areas

