

Citizens for Affordable Housing

In Newton

CAN-DO



Development Organization, Inc.

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West Newton, MA 02465

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Josephine McNeil, Executive Director

May 6, 2005

Ms. Jennifer Goldson, AICP
CPA Program Manager
City of Newton
1000 Commonwealth Avenue
Newton, MA 02459

RE: 248 Elliot Street/Linden Green CPA Funding

Dear Jennifer:

As per your letter dated May 3, 2005, I am writing to inform you that the appeal filed in connection with the grant of the comprehensive permit for the project has been resolved. I have attached a copy of the Settlement Agreement for your records.

I am hopeful that we can close as soon as possible.

Sincerely,


Josephine McNeil
Executive Director

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into as of the ____ day of April, 2005 by and between and among Edward Costa and Anna Costa ("the Costas"), natural persons currently living at 20 Linden Street, Newton, Massachusetts; Beth Corr ("Ms. Corr"), a natural persons currently living at 240 Elliot Street, Newton, Massachusetts; Citizens for Affordable Housing in Newton Development Organization, Inc. ("CAN-DO"), a Massachusetts nonprofit corporation with a usual place of business at 1075 Washington Street, West Newton, Massachusetts; and the Zoning Board of Appeals of the City of Newton ("the ZBA") (collectively, "the Parties").

WHEREAS on October 26, 2004, the ZBA approved and granted CAN-DO's application for a comprehensive permit pursuant to Mass. Gen. Laws ch. 40B ("the Comprehensive Permit") for the development of a low- and moderate-income housing project located on the parcel numbered and known as 248 Elliot Street, Newton, Massachusetts ("the Parcel");

WHEREAS on December 16, 2004, the Costas and Ms. Corr filed a complaint in Middlesex County Superior Court in the Commonwealth of Massachusetts, captioned *Edward Costa and Anna Costa, Beth Corr v. Catherine Clement, Robert Corbett, Trudy Ernst, Bernard Shadawy, and William Stein, as they are members of the Zoning Board of Appeals of the City of Newton, and Citizens for Affordable Housing in Newton Development Organization, Inc. d/b/a CAN-DO*, Civil Action No. 04-4977 ("the Civil Action"), in which the Costas and Ms. Corr appealed the ZBA's approval and grant of the Comprehensive Permit pursuant to Mass. Gen. Laws ch. 40A, § 17;

WHEREAS the Parties have agreed to resolve all claims and disputes that are the subject of this Agreement, including any and all claims that were, or could have been, asserted by the Costas or Ms. Corr in the Civil Action;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Costas and Ms. Corr agree to dismiss the all of the counts in their Complaint with prejudice and with all rights of appeal waived, also as set forth in the Stipulation of Dismissal with Prejudice attached at Exhibit A.

2. CAN-DO agrees to provide and install fencing along the remainder of lot line of the Parcel shared with Ms. Corr's property where there is no existing fencing, subject to and only upon the approval of the type and installation of such fencing by the Newton Upper Falls Historic District Commission (the "Commission") and/or any other agency or committee of which necessary approvals and/or permits must be obtained before said fencing can be installed.

3. The Costas and Ms. Corr agree to cooperate, as necessary, with CAN-DO in obtaining any necessary approvals and/or permits for the installation of the fencing referred to in paragraph 2. The Parties recognize that approval of such fencing is a matter that may be within the discretion of the Commission or other agency or committee, and that the inability to obtain any necessary approval or permit shall not affect any other provision of this agreement.

4. General Provisions: This Agreement supersedes any and all prior oral or written agreements between and/or among the Parties regarding the Civil Action. This Agreement

sets forth the entire Agreement between the Parties and shall not be modified except by a writing signed by each of the Parties. If any provision of the Agreement is found by competent authority to be invalid, illegal, or unenforceable in any respect or for any reason, the validity, legality and enforceability of any such provision in every other respect and the remainder of this Agreement shall continue in effect. The undersigned individuals represent that they are duly authorized to enter into this Agreement on behalf of the respective Parties. By signing this Agreement, it is expressly agreed and acknowledged that the Parties have read this Agreement with care and have consulted with and obtained the advice of their attorney(s) prior to signing this Agreement. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement, and it being understood that each of the Parties need not sign the same counterpart. The validity and interpretation of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Edward Costa

Dated: _____

Anna Costa

Dated: _____

Beth Corr

Dated: _____

Josephine McNeil

CAN-DO, by

Josephine McNeil, Executive Director

Dated: 4/25/03

Eileen M. McGettigan, attorney for
the ZBA

Dated: _____

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Edward A. Costa

Edward Costa

Dated: 4/15/05

CAN-DO, by

Josephine McNeil, Executive Director

Dated: _____

Anna E. Costa

Anna Costa

Dated: 4/15/05

Eileen M. McGettigan, attorney for

the ZBA

Dated: _____

Beth A. Corr

Beth Corr

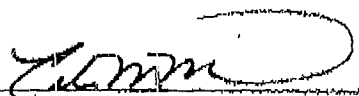
Dated: 4-15-05

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Edward Costa
Dated: _____

CAN-DO, by
Josephine McNeil, Executive Director
Dated: _____

Anna Costa
Dated: _____



Eileen M. McGettigan, attorney for
the ZBA
Dated: 4/11/05

Beth Corr
Dated: _____