

21 Crown

Brookline, MA.

Comprehensive Permit Application

Submitted To:

**The Brookline Zoning Board of Appeals
January 2016**

21 CROWN

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21 Crown

Brookline, Massachusetts

Comprehensive Permit Application
Under M.G.L. Chapter 40B, Sections 20-23

Submitted by:

21 Crown, LLC

January, 2016

Town of Brookline Massachusetts
ZONING BOARD OF APPEALS

Premises affected: A 15,556 square foot parcel of land, at 21 Crowninshield Road

**APPLICATION FOR A COMPREHENSIVE PERMIT
UNDER GENERAL LAW CHAPTER 40B, SECTIONS 20-23**

21 Crown, LLC (hereinafter the "Applicant") hereby applies to the Board of Appeals of the Town of Brookline, Massachusetts, pursuant to General Laws, Chapter 40B, Section 20 through 23, as amended, for the issuance of a Comprehensive Permit authorizing the applicant to construct 20 apartment style units on land located at 21 Crowninshield Road in Brookline, Massachusetts. The applicant and the development are more particularly described in the exhibits hereto annexed and submitted simultaneously herewith, all of which are incorporated herein by reference and constitute the documents required to be submitted under the regulations for filing a 40B application by the Massachusetts Department of Housing and Community Development (760 CMR 56.00).

REQUEST FOR FINDINGS OF FACT

The applicant requests that the Board of Appeals make the following findings of fact in connection with the action of the Board on this application:

1. 21 Crown LLC, a limited dividend organization within the meaning of General Laws, Chapter 40B and 760 CMR 56.02, and is eligible to receive a subsidy under a state or federal affordable housing program after a Comprehensive Permit has been granted.
2. The applicant has shown evidence of its site control to qualify it as a recipient of a Comprehensive Permit for this site.
3. Masshousing, as the Program Administrator of the New England Fund (NEF) Program, will be the subsidizing agency within the meaning of the regulations of 40B (760 CMR 56.00) and within the meaning of the procedural regulations of the Housing Appeals Committee (760 CMR:30.01(C)).
4. The number of low or moderate income housing units in the Town of Brookline constitutes less than ten percent (10%) as reported in the latest decennial census of the town and reported by the Department of Housing & Community Development as of Dec 5, 2014.
5. The development as proposed in the application is consistent with local needs within the meaning of General Laws, Chapter 40B, Section 20.

The applicant respectfully requests the Board of Appeals after complying with the procedural requirements as provided by law, to issue to the applicant a Comprehensive Permit for the development.

21 Crown, LLC

By: _____
Robert Basile
Member

PROJECT DATA SUMMARY

1. Applicant

21 Crown, LLC (the "Applicant") has been organized under the General Laws of the State of Massachusetts and is qualified to undertake the planning and development of the proposed apartment community in Brookline, MA. The Applicant will develop 8 townhome styled units on a limited dividend basis as required under all laws and regulations of the Commonwealth of Massachusetts. The Applicant has developed, owned and managed a significant number of apartments in the Town of Brookline over the course of the last forty years. The Applicant is also represented by SEB LLC, who has extensive experience on a number of mixed-income housing developments over the past 35 years. The Applicant respectfully requests that all notices from the Board in connection with this Application be sent to Geoffrey Engler at SEB LLC, 165 Chestnut Hill Ave #2, Brighton, MA 02135 or electronically to gengler@s-e-b.com.

2. Description of the Development

The property at 21 Crowninshield Road presently contains a vacant single family house and detached garage. Crowninshield Road is a residential street with a mix of single family and multifamily residences that exits onto Commonwealth Avenue, a busy commercial artery. This property is the last residential piece before the intersection and it abuts the parking lot of a Car Rental business that fronts on Commonwealth Avenue. The neighbor to the rear of this property is a large four story steel and masonry residential building.

The proposed design for 8 townhomes at 21 Crowninshield Road is meant to be a transition between the neighboring single family homes and the commercial edge along Commonwealth Avenue. The roofline is kept low as practical, (35'-9" to the mean of the roof and 43'" to the top of the ridge). Many of the homes on the street have 2 ½ to 3 stories and this building's 3 1/2 story roofline is a bridge between the abutting homes and the taller development to the rear of the property and along Commonwealth avenue.

Architectural elements are inspired by single family homes. Gables and dormers reduce the visual mass of the structure. Window sizes and placement are consistent with traditional house design. Transition from the brick base to the clapboard siding above and placement of the main floor above the garage level helps to reduce the visual height to a passerby on the street. Chimney enclosures conceal the metal vent pipes in a more traditional style.

Based on the developer's experience at other properties in Brookline, the provision of a garage plus one driveway space will provide adequate parking for residents and visitors. The MBTA trolley stop is just a few steps from the property and it is not unreasonable to expect that many of the tenants will own a single vehicle or none at all. The business next door is a Car Rental firm who has a variety of rental options including a plan that competes with Zipcar services, for those times when public transportation is not enough.

The motor court area will be intensely landscaped for aesthetic reasons as well as screening from the neighbors. Specialty paving materials are designed to make the entry court more pedestrian-friendly. The Basile Group takes great pride in the quality of landscape planting and high level of maintenance at all of their properties and will continue that tradition at 21 Crowninshield Road. The placement of the proposed buildings provide space between the neighboring residences and screens them from the commercial character of the businesses on Commonwealth Ave. It also provides an acoustic barrier to quiet the sounds of the busy street.

All units are luxury 3 bedroom layouts. This will more than satisfy Mass Housing guidelines of a minimum of 10% for mixed-income developments. All units will have patios to provide outdoor living amenity, the patios will have privacy fencing. All units are set up as attached single family dwellings. Each building houses four units. Two buildings are provided. The scale of the building facades facing Crowninshield Road are similar in dimension to the larger single family home in the neighborhood.

The main architectural feature of a Hipped Roof with Dormers borrows from the neighboring homes. It was chosen to make these new homes harmonize best with the existing homes on Crowninshield Road.

3. Qualification as a 40B Development

The development qualifies as assisted “low or moderate income housing” within the meaning of Massachusetts General Laws Chapter 40B, section 20 and will provide 5 units (25%) which will serve households earning at or below 80% of area median income and thus will meet the definition of low and moderate income under the statute. The Applicant desires to develop this project pursuant to the guidelines of the Masshousing New England Fund Program administered by Masshousing under which a site approval letter has been granted.

Preliminary architectural drawings and engineering plans are attached hereto in reduced form and under separate cover as full size drawings.

4. Local Need

According to figures compiled by the Massachusetts Department of Communities and Development (DHCD), in December 2014, Brookline’s subsidized housing inventory represented 8.1% of its total housing stock, which is below the threshold requirements established under Chapter 40B of M.G.L.

5. Exceptions and Approvals Requested

The subject property is zoned “S-7”. Certain elements of the proposed development do not comply with the current underlying zoning. Consequently, an exception of use is required to enable multi-family residential at the proposed density to be constructed. Other exceptions to the Town of Brookline’s Zoning Bylaws and other local land use regulations are specifically detailed in this application. If any specific exceptions have not been listed in this application, the applicant, upon notification of such an oversight, shall promptly amend the list of exceptions included herein.

CONCLUSION

For all of the foregoing reasons, and for the additional reasons the Applicant will present at the scheduled public hearing on this Application, the Applicant respectfully requests the Board, after complying with the procedural requirements as provided by law, issue to the Applicant a Comprehensive Permit for the Development.

APPLICANT STATUS

The applicant, 21 Crown, LLC is a Massachusetts limited liability company which is a Limited Dividend Organization within the meaning of 760 CMR 56.02 and an eligible applicant under 760 CMR 56.04. Pursuant to the New England Fund Program administered by MassHousing as the subsidizing agency, the applicant intends to enter into a Regulatory Agreement providing for (i) affordability of the proposed affordable units and (ii) limitation on the applicant's return on investment substantially in form attached.



Massachusetts Housing Finance Agency
One Beacon Street, Boston, MA 02108

TEL: 617.854.1000 | FAX: 617.854.1091
VP: 866.758.1435 | www.masshousing.com

April 9, 2015

21 Crown LLC
40 William Street
Brookline, MA 02446
Attention: J. Robert Basile, Member

**Re: 21 Crown
Project Eligibility/Site Approval
MassHousing # 742**

Dear Mr. Basile:

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

21 Crown LLC has submitted an application with MassHousing pursuant to Chapter 40B. You have proposed to build twenty (20) units of rental housing (the “Project”) on approximately .36 acres (15,556 square feet) of land located at 21 Crowninshield Road (the “Site”) in Brookline (the “Municipality”).

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

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

Municipal Comments

The Municipality was given a thirty (30) day period, in which to review the Site Approval application and submit comments and recommendations to MassHousing. The Chairman of the Brookline Board of Selectmen provided a letter (received by MassHousing on April 1, 2015) and

detailed report (with appendices) summarizing comments from Municipal departments, boards and committees, and identifying specific concerns with the proposed Project.

In summary, Municipal comments focused largely on the Project's potentially negative impact on the character, appearance and historical integrity of the surrounding residential neighborhood. They asserted that the Site, located at the end of Crowninshield Road before its intersection with Commonwealth Avenue, plays a critically important role as a cornerstone or gateway to the neighborhood. They stated further that the bulk, size, style, and massing of the proposed multifamily building was incompatible with the surrounding single-family residential neighborhood. While identifying numerous concerns with specific aspects of the proposed Site Plan and architectural plans, however, the letter concludes by encouraging the Applicant to work with the Town to revise the site plan in such a way that would address these concerns.

Municipal comments identified the following additional areas of concern:

- The Town of Brookline Preservation Commission is currently pursuing a designation of Local Historic District for the Crowninshield Road neighborhood from the Massachusetts Historical Commission. The Preservation Commission expressed concern that the proposed demolition of the existing house and garage at 21 Crowninshield Road would diminish the historical integrity of the proposed district, and urged the Applicant to consider alternatives to demolition.
- The Brookline Fire Chief expressed concern that proposed building setbacks were not sufficient to protect adjacent properties in the event of fire.
- The Municipality expressed concern that additional traffic generated by the Project would result in increased congestion on area roadways (many of which are one-way) and pose heightened risks to drivers and pedestrians. They requested that the Applicant provide a Traffic Study to allow them to fully assess Project traffic and safety impacts.
- The Municipality expressed numerous concerns relative to the proposed Site Plan, and, in particular, the size, location and layout of the site parking lot.

-They expressed concern that the proposed location of the parking lot on the southern side of the site, fronting on Crowninshield Road, combined with the scale of the driveway (23') would detract from the residential character of the surrounding neighborhood;

-They noted that on-street parking is prohibited at all times on area roadways, and expressed concern that the site plan provides insufficient on-site parking (18 spaces, or .9 spaces per unit) to accommodate the needs of Project residents;

-They expressed concern about the lack of pedestrian walkways and bicycle parking;

-They expressed concern about insufficiency of proposed vegetative screening, noting frustration with the Applicant's recent removal of existing vegetation. They requested that the extent of new vegetative screening be "comparable to what had been removed."

- The Municipality requested that the Applicant provide additional Project information including 1) lighting and rubbish/recycling plans, 2) stormwater management plan, 3) evidence of adequate sewer and water capacity.

Community Comments

In addition to the comments from Municipal officials, MassHousing received a detailed letter from the Crowninshield Neighborhood Steering Committee. This letter largely echoes the concerns expressed in the Municipal comment letter, focusing, in particular, on the following:

- Size and density of the Project relative to the surrounding neighborhood;
- Incompatibility of the Project's architectural design;
- Historical significance of the existing house and garage;
- Increased traffic volume and congestion, and heightened risk to driver and pedestrian safety;
- Reduction of open space and vegetation;
- Increased ambient noise and light.

MassHousing Determination

MassHousing staff has determined that the Project appears generally eligible under the requirements of the Program, subject to final review of eligibility and to Final Approval. As a result of our review, we have made the findings as required pursuant to 760 CMR 56.04(1) and (4). Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto.

Based on MassHousing's site and design review, and in light of feedback received from the Municipality and abutters, the following issues should be addressed in your application to the Zoning Board of Appeals, and you should be prepared to explore them more fully in the public hearing process:

1. Development of this Site will require compliance with all state and federal environmental laws, regulations and standards applicable to existing conditions and to the proposed use related to building construction, stormwater management, wastewater collection and treatment, and hazardous waste safety. The Applicant should expect that the Municipality will require evidence of such compliance prior to the issuance of a building permit for the Project.
2. The Applicant should be prepared to provide sufficient data to assess potential traffic impacts on area roadways and intersections, including the safety of proposed site access and egress, and to respond to reasonable requests for mitigation.

3. The Applicant should be prepared to address Municipal and abutter concerns relative to the location, size and layout of the proposed parking area, and to work with the Municipality to explore possible changes to the site plan;
4. The Applicant should be prepared to address Municipal and abutter concerns relative to the size, scale and architectural style of the proposed multi-family building and its impact on the character of the surrounding neighborhood, and to fully describe proposed measures to address and mitigate these concerns.
5. In light of the neighborhood's concern relative to site landscaping and vegetative screening, the Applicant should provide a detailed planting plan showing identifying existing vegetation to be preserved along with proposed new planting.
6. The Applicant should respond to reasonable requests from the Municipality for additional Project information relative to proposed utilities, site lighting, stormwater management, trash removal and snow storage.

This Site Approval is expressly limited to the development of no more than twenty (20) rental units under the terms of the Program, of which not less than five (5) of such units shall be restricted as affordable for low or moderate income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of NEF financing and does not constitute a site plan or building design approval. Should you consider, prior to obtaining a comprehensive permit, the use of any other housing subsidy program, the construction of additional units or a reduction in the size of the Site, you may be required to submit a new Site Approval application for review by MassHousing. Should you consider a change in tenure type or a change in building type or height, you may be required to submit a new site approval application for review by MassHousing.

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

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

Should a comprehensive permit be issued, please note that prior to (i) commencement of construction of the Project or (ii) issuance of a building permit, the Applicant is required to submit to MassHousing a request for Final Approval of the Project (as it may have been amended) in accordance with the Comprehensive Permit Rules (see especially 760 CMR 56.04(07) and the Guidelines including, without limitation, Part III thereof concerning

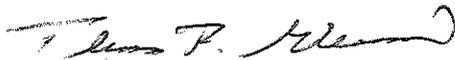
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Project Eligibility Letter

Affirmative Fair Housing Marketing and Resident Selection). Final Approval will not be issued unless MassHousing is able to make the same findings at the time of issuing Final Approval as required at Site Approval.

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

If you have any questions concerning this letter, please contact Katy Lacy at (617) 854-1098.

Sincerely,



Thomas R. Gleason
Executive Director

cc: Ms. Chrystal Kornegay, Undersecretary, DHCD
Kenneth Goldstein, Chair, Board of Selectmen
Jesse Geller, Chair, Zoning Board of Appeals

Attachment 1.

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

Project Name, Municipality, MA #-742

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

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

The Project is eligible under the NEF housing subsidy program and at least 25% of the units will be available to households earning at or below 80% of the Area Median Income, adjusted for household size, as published by the U.S. Department of Housing and Urban Development ("HUD"). The most recent HUD income limits indicate that 80% of the current median income for a four-person household in Brookline is \$69,700.

Proposed gross rent levels of \$ 1,064 for a one bedroom affordable unit and \$1,357 for a three-bedroom affordable unit accurately reflect current affordable rent levels for the Boston-Cambridge-Quincy HMFA under the NEF Program, less utility allowances of \$163 for the one bedroom units and \$273 for the three bedroom units.

A letter of interest was provided by Brookline Bank, a member bank of the Federal Home Loan Bank of Boston.

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

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

The Site, which is zoned for single family residential development, is located approximately .25 miles from the Babcock stop of the Boston College branch of the Green Line and is within easy walking distance to a variety of shops, services, recreational uses and places of employment.

The Town of Brookline does not have a DHCD Certified Housing Production Plan, though the Municipal comment letter identifies numerous recent efforts to increase the creation and preservation of affordable housing. According to DHCD's Chapter 40B Subsidized Housing

Inventory (SHI), updated through December, 2014, Brookline has 2111 Subsidized Housing Inventory (SHI) units (8.1 % of its housing inventory), which is 509 units short of the 10%.

The need for additional affordable housing is further supported by U.S. Census data from the 2008-1012 American Community Survey, which indicates that 35.2% of Brookline residents earn less than 60% AMI, with 22.1% earning less than 30% AMI.

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

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

While the proposed multi-family building introduces a new type and form of housing to the immediate Crowninshield neighborhood, the plans strike an attractive balance between widely varying adjacent building typologies. Existing developments to the south is characterized by large, early 20th century, Craftsman-style homes, while development along Commonwealth Avenue includes predominantly low-to mid-rise mixed use and commercial structures. A one-story car rental business occupies the adjacent site fronting on Commonwealth Avenue. Directly behind the Site (on Babcock Street) are several mid-rise structures including a 4-story apartment building, a 3-story medical facility, and a 5-story office building.

The proposed multi-family development consists of a single, four-story, wood frame structure with a central, peaked roof, articulated with gabled dormers. Variations in siding material from floor to floor add interest at the street level and serve to minimize the height and bulk of the building. The roofline is kept as low as possible for a four-story structure (40'-4" to the mean of the roof and 50' to the peak). While the proposed building is taller than the single family residences to the south, it will be significantly smaller than abutting buildings on Babcock Street and Commonwealth Avenue.

Building elevations reflect details from nearby residential homes, including decorative cornices and soffits, six over six windows and inset balconies. Window and door sizes and placement are also consistent with traditional residential design.

Relationship to adjacent streets/Integration into existing development patterns

The Project is located on a large double lot at the northern end of Crowninshield Road near its intersection with Commonwealth Avenue. While the neighborhood to the south is characterized by spacious Craftsman-style homes and tree-lined streets, development along Commonwealth Avenue includes a mix of high-density commercial, institutional and residential uses. The proposed 20-unit, wood-frame structure serves as a logical transition between the surrounding mix of uses. Further, while the proposed structure is larger than nearby residential buildings, its placement will have the benefit of effectively screening the neighborhood from views of the Enterprise car rental facility to the north, as well as the large, four-story, steel and masonry medical facility to the west.

Density

The Developer intends to build 20 homes on slightly more than one third of an acre (15,656 square feet), which is standard for mid-rise flats and, significantly less dense than other transit oriented development on Babcock Street and Commonwealth Avenue.

Conceptual Site Plan

Given the size of the property, the Site Plan is uncomplicated, consisting of a single building fronting on Crowninshield Road, and a side parking lot. The building is located as close to Commonwealth Avenue and the nearby MBTA station as possible with the parking area on the southern side of the Site adjacent to the residential property at 19 Crowningshield Road. There is a 15' front setback, which is similar to several nearby homes.

Environmental Resources

Environmental resources were not a factor in the Site Plan. There is an existing vegetative buffers between the Site and neighboring parking lots along the side and back edges of the property, and sufficient open space to allow for the restoration of some of the vegetation that was recently removed.

Topography

The Site, and much of the surrounding area, is relatively level.

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

The Applicant proposes twenty rental apartments to be financed under the NEF Program. There will be fifteen (15) market-rate units with proposed average rent levels of \$2000 for the 14 one-bedroom units and \$3000 for the single, market rate three-bedroom unit.

MassHousing's Appraisal and Marketing (A&M) Division reports that there is strong demand for rental housing in the area, with increasing rental and occupancy rates over the past three years. Occupancy rates at comparable developments in the area average approximately 97%. A&M recommends that a full market study be conducted prior to Final Approval in order to determine the depth of the market for rental housing in this location at that time.

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

MassHousing has commissioned an as "As-Is" appraisal which indicates a land valuation of \$1,660,000. A preliminary review of the Project pro-forma indicates that the per-unit construction costs (approximately \$230,586/unit) are within the normal range for similar multi-family developments in the area.

Based on a proposed investment of \$895,909 in private equity, the application pro forma

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Project Eligibility Letter

appears to be financially feasible and within the limitations on profits and distributions.

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

The Applicant must be organized as a Limited Dividend Organization prior to applying for Final Approval. MassHousing sees no reason this requirement could not be met given information reviewed to date. The Applicant meets the general eligibility standards of the NEF housing subsidy program.

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

The Site consists of two parcels of land (Brookline Assessor's Lots 027-38-00 and 027-39-00) for a total of 15,556 square feet. The Applicant controls the entire Site through a Fiduciary Deed dated November 13, 2014 and recorded at the Norfolk Registry of Deeds at Book 32702, page 150.

Development Team

Applicant/Developer

21 Crown LLC
Robert Basile
40 Williams Street
Brookline, MA.02446
Phone: (617) 232-7333
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40B Consultant

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Email: ppryor28@comcast.net

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Fax: 617-383-6001
Email: ballen@boballenlaw.com
<http://www.boballenlaw.com/>

Property Address: 21 Crowninshield Road, Brookline, Massachusetts 02446

Bk 32702 P150 #101033
11-17-2014 @ 03:52p

Fiduciary Deed

MASSACHUSETTS STATE EXCISE TAX
Norfolk Registry of Deeds
Date: 11-17-2014 @ 03:52pm
Ct1#: 1854 Doc#: 101033
Fee: \$7,569.60 Cons: \$1,660,000.00

I, Michael J. Barry, of Framingham, Massachusetts, as Personal Representative of the Will of Anna C. McCarthy, late of Brookline, Massachusetts, Norfolk Probate Court Docket No. NO14P2242EA, by power conferred by said Will and by every other power, for consideration paid of One Million Six Hundred Sixty Thousand (\$1,660,000.00) Dollars, grant to 21 Crown LLC, a Massachusetts Limited Liability Company with a usual place of business at 40 Williams Street, Brookline, Massachusetts.

Two certain parcels of land in said Brookline, shown as Lots #77 and #78 on a plan entitled "Plan of Lots of the Crowninshield Estate, Brookline, Mass., Aspinwall & Lincoln, Civil Engineers, June, 1899" and recorded with Norfolk Deeds in Plan Book 26 as Plan 1162, said parcels being more fully bounded and described as follows:

Lot #77

A certain parcel of land with the buildings thereon, bounded:

- EASTERLY: by Crowninshield Road, seventy-five and 32/100 (75.32) feet;
- SOUTHERLY: by Lot #76, one hundred two and 12/100 (102.12) feet;
- WESTERLY: by land now or formerly of Thomas and Richards, ninety-four and 69/100 (94.69) feet; and
- NORTHERLY: by said Lot #78, one hundred and 50/100 (100.50) feet.

Containing in all 8524 square feet of land, more or less.

Lot #78

A certain parcel of land with the buildings thereon, bounded:

- EASTERLY: by Crowninshield Road, seventy (70.00) feet;
- SOUTHERLY: by said Lot #77, one hundred and 50/100 (100.50) feet;
- WESTERLY: by land now or formerly of Sullivan and of Richards, Seventy (70.00) feet; and
- NORTHERLY: by a passageway sixteen (16.00) feet wide, one hundred and 36/100 (16.36) feet.

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY
William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

~

Fiduciary Deed
Anna C. McCarthy, et. al.
21 Crowninshield Road
Brookline, MA 02446
Page 2 of 2

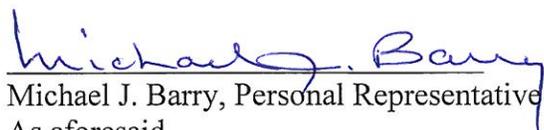
Together with the right to use said passageway in common with others entitled thereto.

Containing in all 7032 square feet of land, more or less.

Said parcels are conveyed subject to and with the benefit of restrictions and easements of record, so far as now in force and applicable.

Meaning to convey and hereby conveying the same premises described in deed from Mary A. McCarthy to Mary J. McCarthy [deceased July 1, 1985], Agnes R. McCarthy [deceased July 8, 2007] and the said Anna C. McCarthy, as joint tenants, dated October 26, 1956, recorded in Norfolk County Registry of Deeds in Book 3531, Page 521. Death certificates of Mary J. McCarthy, Agnes R. McCarthy and Anna C. McCarthy are recorded herewith.

Witness my hand and seal this 13th day of November 2014.


Michael J. Barry, Personal Representative
As aforesaid

The Commonwealth of Massachusetts

Middlesex, ss.

On this 13th day of November, 2014, before me, the undersigned notary public, personally appeared Michael J. Barry, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


Lisa E. Nicholson, Notary Public
My Commission Expires: July 22, 2016



Department of Housing and Community Development
 Chapter 40B Subsidized Housing Inventory (SHI)
 as of December 5, 2014

Community	2010 Census Year Round Housing Units	Total Development Units	SHI Units	%
Abington	6,364	511	478	7.5%
Acton	8,475	1,107	551	6.5%
Acushnet	4,097	133	103	2.5%
Adams	4,337	321	321	7.4%
Agawam	12,090	499	467	3.9%
Alford	231	0	0	0.0%
Amesbury	7,041	869	505	7.2%
Amherst	9,621	1,081	1,034	10.7%
Andover	12,324	1,428	1,145	9.3%
Aquinnah	158	41	41	25.9%
Arlington	19,881	1,429	1,121	5.6%
Ashburnham	2,272	147	32	1.4%
Ashby	1,150	0	0	0.0%
Ashfield	793	2	2	0.3%
Ashland	6,581	346	241	3.7%
Athol	5,148	247	247	4.8%
Attleboro	17,978	1,177	1,177	6.5%
Auburn	6,808	242	242	3.6%
Avon	1,763	74	74	4.2%
Ayer	3,440	456	290	8.4%
Barnstable	20,550	1,832	1,373	6.7%
Barre	2,164	83	83	3.8%
Becket	838	0	0	0.0%
Bedford	5,322	1,087	902	16.9%
Belchertown	5,771	398	372	6.4%
Bellingham	6,341	702	537	8.5%
Belmont	10,117	392	380	3.8%
Berkley	2,169	139	24	1.1%
Berlin	1,183	222	65	5.5%
Bernardston	930	24	24	2.6%
Beverly	16,522	2,142	1,946	11.8%
Billerica	14,442	1,487	857	5.9%
Blackstone	3,606	165	123	3.4%
Blandford	516	1	1	0.2%
Bolton	1,729	192	64	3.7%
Boston	269,482	52,453	49,324	18.3%
Bourne	8,584	1,227	596	6.9%
Boxborough	2,062	327	24	1.2%
Boxford	2,730	64	23	0.8%

Boylston	1,765	26	24	1.4%
Braintree	14,260	1,636	1,098	7.7%
Brewster	4,803	293	246	5.1%
Bridgewater	8,288	579	524	6.3%
Brimfield	1,491	80	80	5.4%
Brockton	35,514	4,485	4,485	12.6%
Brookfield	1,452	47	41	2.8%
Brookline	26,201	2,634	2,111	8.1%
Buckland	866	3	3	0.3%
Burlington	9,627	1,395	993	10.3%
Cambridge	46,690	7,174	7,084	15.2%
Canton	8,710	1,180	1,075	12.3%
Carlisle	1,740	52	46	2.6%
Carver	4,514	146	146	3.2%
Charlemont	615	3	3	0.5%
Charlton	4,774	83	83	1.7%
Chatham	3,460	176	170	4.9%
Chelmsford	13,741	1,545	1,169	8.5%
Chelsea	12,592	2,130	2,125	16.9%
Cheshire	1,481	0	0	0.0%
Chester	585	22	22	3.8%
Chesterfield	524	17	17	3.2%
Chicopee	25,074	2,588	2,551	10.2%
Chilmark	418	3	3	0.7%
Clarksburg	706	8	8	1.1%
Clinton	6,375	549	549	8.6%
Cohasset	2,898	325	311	10.7%
Colrain	731	0	0	0.0%
Concord	6,852	766	710	10.4%
Conway	803	0	0	0.0%
Cummington	426	16	16	3.8%
Dalton	2,860	158	158	5.5%
Danvers	11,071	1,472	1,109	10.0%
Dartmouth	11,775	959	929	7.9%
Dedham	10,115	1,152	1,107	10.9%
Deerfield	2,154	33	33	1.5%
Dennis	7,653	349	335	4.4%
Dighton	2,568	417	115	4.5%
Douglas	3,147	183	140	4.4%
Dover	1,950	69	17	0.9%
Dracut	11,318	1,004	719	6.4%
Dudley	4,360	104	104	2.4%
Dunstable	1,085	0	0	0.0%
Duxbury	5,532	441	196	3.5%
East Bridgewater	4,897	230	173	3.5%
East Brookfield	888	0	0	0.0%
East Longmeadow	6,072	504	436	7.2%

Eastham	2,632	59	50	1.9%
Easthampton	7,567	505	449	5.9%
Easton	8,105	629	531	6.6%
Edgartown	1,962	94	89	4.5%
Egremont	596	0	0	0.0%
Erving	778	0	0	0.0%
Essex	1,477	40	40	2.7%
Everett	16,691	1,314	1,314	7.9%
Fairhaven	7,003	473	473	6.8%
Fall River	42,650	4,927	4,831	11.3%
Falmouth	14,870	1,231	963	6.5%
Fitchburg	17,058	1,656	1,655	9.7%
Florida	335	0	0	0.0%
Foxborough	6,853	621	611	8.9%
Framingham	27,443	2,870	2,870	10.5%
Franklin	11,350	1,543	1,078	9.5%
Freetown	3,263	98	80	2.5%
Gardner	9,064	1,297	1,297	14.3%
Georgetown	3,031	354	354	11.7%
Gill	591	24	24	4.1%
Gloucester	13,270	986	951	7.2%
Goshen	440	6	6	1.4%
Gosnold	41	0	0	0.0%
Grafton	7,160	642	325	4.5%
Granby	2,451	66	66	2.7%
Granville	630	3	3	0.5%
Great Barrington	3,072	316	244	7.9%
Greenfield	8,325	1,160	1,143	13.7%
Groton	3,930	378	212	5.4%
Groveland	2,423	137	80	3.3%
Hadley	2,200	285	285	13.0%
Halifax	2,971	28	28	0.9%
Hamilton	2,783	124	84	3.0%
Hampden	1,941	60	60	3.1%
Hancock	326	0	0	0.0%
Hanover	4,832	455	455	9.4%
Hanson	3,572	270	148	4.1%
Hardwick	1,185	22	22	1.9%
Harvard	1,982	279	110	5.5%
Harwich	6,121	333	333	5.4%
Hatfield	1,549	47	47	3.0%
Haverhill	25,557	2,694	2,465	9.6%
Hawley	137	0	0	0.0%
Heath	334	0	0	0.0%
Hingham	8,841	2,161	561	6.3%
Hinsdale	918	0	0	0.0%
Holbrook	4,262	439	439	10.3%

Holden	6,624	507	393	5.9%
Holland	1,051	19	19	1.8%
Holliston	5,077	332	225	4.4%
Holyoke	16,320	3,411	3,368	20.6%
Hopedale	2,278	108	108	4.7%
Hopkinton	5,087	558	439	8.6%
Hubbardston	1,627	49	49	3.0%
Hudson	7,962	1,089	918	11.5%
Hull	4,964	93	93	1.9%
Huntington	919	47	47	5.1%
Ipswich	5,735	520	494	8.6%
Kingston	4,881	356	179	3.7%
Lakeville	3,852	572	256	6.6%
Lancaster	2,544	207	124	4.9%
Lanesborough	1,365	28	28	2.1%
Lawrence	27,092	3,926	3,907	14.4%
Lee	2,702	173	176	6.5%
Leicester	4,231	163	163	3.9%
Lenox	2,473	178	178	7.2%
Leominster	17,805	1,479	1,442	8.1%
Leverett	792	2	2	0.3%
Lexington	11,946	1,510	1,329	11.1%
Leyden	300	0	0	0.0%
Lincoln	2,153	310	238	11.2%
Littleton	3,443	643	431	12.5%
Longmeadow	5,874	267	267	4.5%
Lowell	41,308	5,250	5,215	12.6%
Ludlow	8,337	187	187	2.2%
Lunenburg	4,037	164	164	4.1%
Lynn	35,701	4,452	4,451	12.5%
Lynnfield	4,319	704	491	11.4%
Malden	25,122	2,628	2,562	10.2%
Manchester	2,275	122	110	4.8%
Mansfield	8,725	1,042	946	10.8%
Marblehead	8,528	399	333	3.9%
Marion	2,014	204	155	7.7%
Marlborough	16,347	1,728	1,660	10.2%
Marshfield	9,852	753	550	5.6%
Mashpee	6,473	314	298	4.6%
Mattapoissett	2,626	71	71	2.7%
Maynard	4,430	387	369	8.3%
Medfield	4,220	209	191	4.5%
Medford	23,968	1,685	1,647	6.9%
Medway	4,603	285	233	5.1%
Melrose	11,714	1,209	892	7.6%
Mendon	2,072	77	40	1.9%
Merrimac	2,527	397	141	5.6%

Methuen	18,268	1,938	1,649	9.0%
Middleborough	8,921	928	509	5.7%
Middlefield	230	4	4	1.7%
Middleton	3,011	173	151	5.0%
Milford	11,379	980	718	6.3%
Millbury	5,592	244	221	4.0%
Millis	3,148	184	121	3.8%
Milville	1,157	26	26	2.2%
Milton	9,641	733	477	4.9%
Monroe	64	0	0	0.0%
Monson	3,406	152	152	4.5%
Montague	3,926	423	391	10.0%
Monterey	465	0	0	0.0%
Montgomery	337	0	0	0.0%
Mount Washington	80	0	0	0.0%
Nahant	1,612	48	48	3.0%
Nantucket	4,896	179	121	2.5%
Natick	14,052	1,672	1,442	10.3%
Needham	11,047	969	838	7.6%
New Ashford	104	0	0	0.0%
New Bedford	42,816	5,155	5,124	12.0%
New Braintree	386	0	0	0.0%
New Marlborough	692	0	0	0.0%
New Salem	433	0	0	0.0%
Newbury	2,699	94	94	3.5%
Newburyport	8,015	720	606	7.6%
Newton	32,346	2,515	2,438	7.5%
Norfolk	3,112	144	111	3.6%
North Adams	6,681	886	880	13.2%
North Andover	10,902	1,393	932	8.5%
North Attleborough	11,553	308	296	2.6%
North Brookfield	2,014	142	142	7.1%
North Reading	5,597	645	533	9.5%
Northampton	12,604	1,586	1,521	12.1%
Northborough	5,297	718	605	11.4%
Northbridge	6,144	470	455	7.4%
Northfield	1,290	27	27	2.1%
Norton	6,707	898	588	8.8%
Norwell	3,652	426	271	7.4%
Norwood	12,441	992	980	7.9%
Oak Bluffs	2,138	158	146	6.8%
Oakham	702	0	0	0.0%
Orange	3,461	431	431	12.5%
Orleans	3,290	337	307	9.3%
Otis	763	0	0	0.0%
Oxford	5,520	404	404	7.3%
Palmer	5,495	329	284	5.2%

Paxton	1,590	62	62	3.9%
Peabody	22,135	2,146	2,031	9.2%
Pelham	564	4	4	0.7%
Pembroke	6,477	807	625	9.6%
Pepperell	4,335	197	129	3.0%
Peru	354	0	0	0.0%
Petersham	525	0	0	0.0%
Phillipston	658	11	11	1.7%
Pittsfield	21,031	2,078	1,957	9.3%
Plainfield	283	0	0	0.0%
Plainville	3,459	209	175	5.1%
Plymouth	22,285	840	692	3.1%
Plympton	1,039	63	51	4.9%
Princeton	1,324	21	21	1.6%
Provincetown	2,122	210	169	8.0%
Quincy	42,547	4,077	4,077	9.6%
Randolph	11,980	1,279	1,279	10.7%
Raynham	5,052	604	489	9.7%
Reading	9,584	1,137	742	7.7%
Rehoboth	4,252	95	23	0.5%
Revere	21,956	1,769	1,759	8.0%
Richmond	706	3	3	0.4%
Rochester	1,865	8	8	0.4%
Rockland	7,030	453	407	5.8%
Rockport	3,460	135	135	3.9%
Rowe	177	0	0	0.0%
Rowley	2,226	179	94	4.2%
Royalston	523	3	3	0.6%
Russell	687	13	13	1.9%
Rutland	2,913	81	81	2.8%
Salem	18,998	2,350	2,348	12.4%
Salisbury	3,842	555	342	8.9%
Sandisfield	401	0	0	0.0%
Sandwich	8,183	566	287	3.5%
Saugus	10,754	825	749	7.0%
Savoy	318	0	0	0.0%
Scituate	7,163	355	310	4.3%
Seekonk	5,272	88	84	1.6%
Sharon	6,413	472	472	7.4%
Sheffield	1,507	30	30	2.0%
Shelburne	893	51	51	5.7%
Sherborn	1,479	41	34	2.3%
Shirley	2,417	60	60	2.5%
Shrewsbury	13,919	957	860	6.2%
Shutesbury	758	2	2	0.3%
Somerset	7,335	271	271	3.7%
Somerville	33,632	3,270	3,258	9.7%

South Hadley	7,091	396	396	5.6%
Southampton	2,310	44	44	1.9%
Southborough	3,433	610	286	8.3%
Southbridge	7,517	490	490	6.5%
Southwick	3,852	177	173	4.5%
Spencer	5,137	268	267	5.2%
Springfield	61,556	10,247	9,970	16.2%
Sterling	2,918	269	68	2.3%
Stockbridge	1,051	111	111	10.6%
Stoneham	9,399	501	495	5.3%
Stoughton	10,742	1,535	1,207	11.2%
Stow	2,500	331	179	7.2%
Sturbridge	3,759	260	209	5.6%
Sudbury	5,921	575	354	6.0%
Sunderland	1,718	8	8	0.5%
Sutton	3,324	176	42	1.3%
Swampscott	5,795	218	212	3.7%
Swansea	6,290	247	236	3.8%
Taunton	23,844	1,844	1,650	6.9%
Templeton	3,014	476	198	6.6%
Tewksbury	10,803	1,306	1,037	9.6%
Tisbury	1,965	123	109	5.5%
Tolland	222	0	0	0.0%
Topsfield	2,157	164	146	6.8%
Townsend	3,356	214	150	4.5%
Truro	1,090	27	27	2.5%
Tyngsborough	4,166	638	340	8.2%
Tyringham	149	0	0	0.0%
Upton	2,820	223	178	6.3%
Uxbridge	5,284	427	257	4.9%
Wakefield	10,459	1,059	694	6.6%
Wales	772	55	55	7.1%
Walpole	8,984	470	470	5.2%
Waltham	24,805	2,253	1,785	7.2%
Ware	4,539	425	425	9.4%
Wareham	9,880	889	759	7.7%
Warren	2,202	108	108	4.9%
Warwick	363	0	0	0.0%
Washington	235	0	0	0.0%
Watertown	15,521	1,219	1,000	6.4%
Wayland	4,957	362	200	4.0%
Webster	7,788	666	666	8.6%
Wellesley	9,090	597	561	6.2%
Wellfleet	1,550	34	34	2.2%
Wendell	419	5	5	1.2%
Wenham	1,404	190	122	8.7%
West Boylston	2,729	429	136	5.0%

West Bridgewater	2,658	173	119	4.5%
West Brookfield	1,578	57	57	3.6%
West Newbury	1,558	86	34	2.2%
West Springfield	12,629	440	440	3.5%
West Stockbridge	645	0	0	0.0%
West Tisbury	1,253	38	23	1.8%
Westborough	7,304	718	668	9.1%
Westfield	16,001	1,138	1,138	7.1%
Westford	7,671	987	575	7.5%
Westhampton	635	10	10	1.6%
Westminster	2,826	274	87	3.1%
Weston	3,952	252	142	3.6%
Westport	6,417	449	222	3.5%
Westwood	5,389	611	493	9.1%
Weymouth	23,337	1,919	1,895	8.1%
Whately	654	2	2	0.3%
Whitman	5,513	218	218	4.0%
Wilbraham	5,442	254	253	4.6%
Williamsburg	1,165	51	51	4.4%
Williamstown	2,805	148	148	5.3%
Wilmington	7,788	1,048	820	10.5%
Winchendon	4,088	345	345	8.4%
Winchester	7,920	199	152	1.9%
Windsor	387	0	0	0.0%
Winthrop	8,253	637	637	7.7%
Woburn	16,237	1,318	1,150	7.1%
Worcester	74,383	9,983	9,971	13.4%
Worthington	553	22	22	4.0%
Wrentham	3,821	269	165	4.3%
Yarmouth	12,037	625	518	4.3%
Totals	2,692,186	282,268	250,863	9.3%

*This data is derived from Information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

REGULATORY AND USE AGREEMENT

[Rental]

***For Comprehensive Permit Projects in Which Funding is Provided
By Other Than a State Agency***

This Regulatory and Use Agreement (this "Agreement") is made this [] day of [], 20[], by and between the Massachusetts Housing Finance Agency acting as Subsidizing Agency (the "Subsidizing Agency"), as defined under the provisions of 760 CMR 56.02, on behalf of the Department of Housing and Community Development ("DHCD"), and [], a Massachusetts [] having a mailing address at [], and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer intends to construct a housing development known as [] at a []-acre site located at [] in the [City/Town] of [], Massachusetts (the "Municipality"), more particularly described in Exhibit A attached hereto and made a part hereof (the "Development"); and

WHEREAS, DHCD has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the "Regulations") relating to the issuance of comprehensive permits under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the "Act") and pursuant thereto has issued its Comprehensive Permit Guidelines (as may be amended from time to time, the "Guidelines" and, collectively with the Regulations and the Act, the "Comprehensive Permit Rules");

WHEREAS, the Development is being financed with a loan of approximately \$ [] by [], a Federal Home Loan Bank of Boston ("FHLBB") member bank (the "NEF Lender"), a non-governmental entity for which the Massachusetts Housing Finance Agency acts as Subsidizing Agency pursuant to the Comprehensive Permit Rules; and

WHEREAS, the Massachusetts Housing Finance Agency will serve as Subsidizing Agency on behalf of DHCD pursuant to the Comprehensive Permit Rules and in accordance with the terms and provisions hereof; and

WHEREAS, the Developer has received a comprehensive permit (the "Comprehensive Permit") from the Zoning Board of Appeals of the Municipality in accordance with the Act, which permit is [recorded/filed] at the [] County [Registry of Deeds/Registry District of the Land Court] ("Registry") [in Book [], Page []/ as Document No. []], as

amended by [amendments recorded in Book _____, Page ___/ as Document No. _____, and in Book _____, Page ___/ as Document No. _____, and by] the terms of this Agreement; and

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of _____ rental units, of which a minimum of 25 percent (____ units) (the "Affordable Units") will be rented to Low or Moderate Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, the parties intend that this Agreement shall serve as a "Use Restriction" as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and.

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units and may offer valuable services in administration, monitoring and enforcement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subsidizing Agency and the Developer hereby agree as follows:

DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Act shall have the meaning given such term in the Recitals hereof.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by the Subsidizing Agency, with such changes thereto that may be approved by the Subsidizing Agency, as further set forth in Section 3.

Affordable Units shall have the meaning set forth in the Recitals above.

Allowable Development Costs shall have the meaning given such term in Section 21 hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5.609 (or any successor regulations).

Area shall mean the [redacted] Metropolitan Statistical Area (MSA) [or HUD Metro FMR Area (HMFA)] as designated by the Department of Housing and Urban Development (“HUD”).

Area Median Income (“AMI”) shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Low or Moderate Income Tenant, the Area Median Income shall be adjusted for family size.

Audited Annual Limited Dividend Financial Report shall mean an annual report to be submitted by the Developer on a form prescribed by the Subsiding Agency, pursuant to Section 12(b) hereof.

Comprehensive Permit shall have the meaning given such term in the Recitals hereof.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Construction Lender shall mean the lender(s) making the Construction Loan, and its successors and assigns.

Construction Loan shall mean the loan to the Developer for the construction of the Development.

Construction Mortgage shall mean the mortgage from the Developer securing the Construction Loan.

Cost Certification shall have the meaning given such term in Section 21 hereof.

Cost Method shall have the meaning given such term in Section 7(d) hereof.

Developer Parties shall have the meaning given such term in Section 7(a) hereof.

Developer’s Equity shall be determined in the manner set forth in Section 7(d) hereof.

Development shall have the meaning given such term in the Recitals hereof.

Development Revenues: All rental income, receipts and other revenue derived from the operation of the Development other than revenues derived from any sales, financing, or other capital transaction, and not including any amounts payable in respect of capital contributions paid by any members or partners of the Developer or any loan proceeds payable to the Developer.

Distribution Payments shall have the meaning given such term in Section 7(a) hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement or the Mortgage existing after the expiration of any applicable notice and cure periods.

Excess Development Revenues shall have the meaning given such term in Section 12(e) hereof

Excess Equity: Surplus Cash in excess of the permitted Limited Dividend Distribution, as calculated in accordance with the Audited Annual Limited Dividend Financial Report described in Section 12 hereof.

Excess Equity Account: An interest-bearing account maintained by the Lender (or if the Loan is paid off, with the Subsidizing Agency) for the benefit of the Development during the Term hereof containing Development Revenues which exceed the Limited Dividend Distribution in a given year or years.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Fiscal Year: The fiscal year of the Developer ending [REDACTED].

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Construction Lender and/or the Permanent Lender.

Limited Dividend Distribution: The aggregate annual distributions permitted to be made to the Developer from Development Revenues as calculated pursuant to the Audited Annual Limited Dividend Financial Report.

Limited Dividend Term shall have the meaning set forth in Section 23(b) hereof.

Loan shall mean the Construction Loan and/or the Permanent Loan.

Low or Moderate Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed eighty percent (80%) of the Median Income for the Area, and shall also mean persons or Families meeting such lower income requirements as may be required under the Comprehensive Permit or any applicable Housing Subsidy Program.

Low or Moderate Income Tenants shall mean Low or Moderate Income Persons or Families who occupy the Affordable Units.

Mortgage shall mean the Construction Mortgage and/or the Permanent Mortgage.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns.

Permanent Loan shall mean the Permanent Loan made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof in compliance with any specific terms of the Comprehensive Permit or any Housing Subsidy Program applicable to the Development.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person: shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Internal Revenue Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Internal Revenue Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

Substantial Completion shall have the meaning given such term in Section 20 hereof.

Surety shall have the meaning given such term in Section 22 hereof.

Surplus Cash shall have the meaning given such term in Section 7(c) hereof.

Tenant Selection Plan shall mean the Tenant Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by the Subsidizing Agency, with such changes thereto which may be approved by the Subsidizing Agency.

Term shall have the meaning set forth in Section 23 hereof.

Total Development Costs (“TDC”) shall have the meaning set forth in Section 7(h) hereof.

Value Method shall have the meaning given such term in Section 7(d) hereof.

CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development in accordance with plans and specifications approved by the Subsidizing Agency and the Municipality (the “Plans and Specifications”), in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit, and in accordance with the information describing the Development presented by the Developer to the Subsidizing Agency in its application for Final Approval. All Affordable Units to be constructed as part of the Development must be similar in exterior appearance to other units in the Development and shall be evenly dispersed throughout the Development. In addition, all Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities,

all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Affordable Units must be of good quality. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Subsidizing Agency shall monitor compliance with the construction obligations set forth in this section in such manner as the Subsidizing Agency may deem reasonably necessary. In furtherance thereof, the Developer shall provide to the Subsidizing Agency (i) evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications; and (ii) prior to commencement of construction, a certification from the Construction Lender concerning construction monitoring in a form acceptable to the Subsidizing Agency. If the information provided to the Subsidizing Agency is not acceptable to the Subsidizing Agency, or if at any time after acceptance the NEF Lender's construction monitor fails to provide adequate construction oversight in accordance with the requirements of the NEF Lender's certification, the Subsidizing Agency may require that the Developer fund the cost of a construction monitor retained by the Subsidizing Agency.

USE RESTRICTION/RENTALS AND RENTS

3. (a) The Developer shall rent the Affordable Units during the Term hereof to Low or Moderate Income Persons or Families upon the terms and conditions set forth in the Comprehensive Permit and this Agreement. In fulfilling the foregoing requirement, the Developer will accept referrals of tenants from the Public Housing Authority in the Municipality, and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Tenant Selection Plan. The foregoing provisions shall not relieve the Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, the Subsidizing Agency shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including but not limited to tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI (or such other percentage of AMI established by DHCD for Comprehensive Permit Projects In Which Funding Is Provided By Other Than a State Agency), adjusted for household size, assuming that an Affordable Unit which does not have a separate bedroom is occupied by one individual, and that a unit which has one or more separate bedrooms is occupied by 1.5 individuals for each separate bedroom. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by

such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) For purposes of satisfying the requirement that the Affordable Units shall be occupied by Low or Moderate Income Tenants hereunder, no Low or Moderate Income Tenant shall be denied continued occupancy because, after admission, the Low Moderate Income Tenant's Annual Income exceeds eighty percent (80%) of Area Median Income. No Low or Moderate Income Tenant shall continue to be counted as a Low or Moderate Income Tenant as of any date upon which such tenant's Annual Income exceeds one hundred forty percent (140%) of the level at which a tenant may be qualified as a Low or Moderate Income Tenant provided, however, that the Developer shall not be in default regarding the requirements of this Agreement to maintain occupancy of the Affordable Units by Low or Moderate Income Tenants if the Developer rents the next available unit or units of comparable or smaller size to Low or Moderate Income Tenants as needed to achieve compliance with such requirements (thereupon, as rented to a Low or Moderate Income Tenant, such unit or units shall be deemed an Affordable Unit hereunder). Other than as provided above, any unit shall retain its character as an Affordable Unit occupied by a Low or Moderate Income Tenant until it is reoccupied, at which time whether or not such unit is occupied by a Low or Moderate Income Tenant shall be redetermined under the rules set forth in this Section 3, except that no reoccupancy of an Affordable Unit for a temporary period not to exceed thirty-one (31) days shall be taken into account for this purpose.

(d) If, after initial occupancy, the Annual Income of a Low or Moderate Income Tenant increases and, as a result of such increase, exceeds eighty percent (80%) of Area Median Income but is less than one hundred forty percent (140%) of Area Median Income for such a Low or Moderate Income Tenant, at the expiration of the applicable lease term, such tenant's rent may be increased to the higher of the total rental that may be required under any applicable Housing Subsidy Program (including both the tenant share and the subsidized portion) or thirty percent (30%) of such tenant's Annual Income. In the event that a Low or Moderate-Income Tenant's Annual Income increases and, as a result of such increase, exceeds one hundred forty percent (140%) of Area Median Income, the Developer may charge the formerly Low or Moderate-Income Tenant a market rate for the dwelling unit.

(e) Rentals for the Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto, subject to change from time to time (if necessary to reflect any changes in AMI) in accordance with the terms and provisions of this Agreement and any applicable Housing Subsidy Program. The Developer shall annually submit to the Subsidizing Agency a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Development. It is understood that the Subsidizing Agency shall review such schedule with respect to the maximum rents for all the Affordable Units based on the size and required extent of affordability of each affordable Unit, and shall not take into account the actual incomes of individual tenants in any given Affordable Unit. Rents for the Affordable Units shall not be increased above such maximum monthly rents without the Subsidizing Agency's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. 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 the Developer to all affected tenants.

(f) The Developer shall obtain income certifications satisfactory in form and manner to the Subsidizing Agency at least annually for all Low or Moderate-Income Tenants, or more frequently if required by any applicable Housing Subsidy Program. Said income certifications shall be kept by the management agent for the Development and made available to the Subsidizing Agency upon request.

(g) Prior to initial lease-up, the Developer shall submit an Affirmative Fair Housing Marketing Plan (also known as an "AFHM Plan") for the Subsidizing Agency's approval. At a minimum the AFHM Plan shall meet the requirements of the Guidelines, as the same may be amended from time to time. The AFHM Plan, upon approval by the Subsidizing Agency, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement.

(h) The AFHM Plan shall designate entities to implement the plan that are qualified to perform their duties. The Subsidizing Agency may require that another entity be found if the Subsidizing Agency finds that the entity designated by the Developer is not qualified. Moreover, the Subsidizing Agency may require the removal of an entity responsible for a duty under the Affirmative Fair Housing Marketing Plan if that entity does not meet its obligations under the Affirmative Fair Housing Marketing Plan.

(i) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as the Subsidizing Agency shall require.

TENANT SELECTION AND OCCUPANCY

4. The Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Affordable Units, the Developer shall comply with the Tenant Selection Plan and Affirmative Fair Housing Marketing Plan which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

5. Occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and any applicable Housing Subsidy Program, and shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from the Developer or the Subsidizing Agency; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as the Developer or the Subsidizing Agency may direct, he or she will furnish to the Developer certification of then current family income, with such documentation as the Subsidizing Agency shall reasonably require; and agrees to such charges as the Subsidizing Agency has previously approved for any facilities and/or services which may be furnished by the Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

EXPIRATION OF RESTRICTIONS - TENANT PROTECTIONS

6. (a) If, upon the expiration of the Term hereof, the affordability requirements under the Comprehensive Permit shall expire, the Developer shall deliver a written notice to all Low or Moderate or Income Tenants of such expiration (the "Expiration Notice") at the same time that it shall provide such notice to the Subsidizing Agency. The Expiration Notice shall inform all Low or Moderate or Income Tenants of the tenant protections described in this Section 6.

(b) For a period of one year after the date of expiration ("Year 1") (the date of expiration is hereinafter referred to as the "Expiration Date"), the Developer may not increase the rentals payable by any Low or Moderate-Income Tenant on the Expiration Date (a "Protected Low or Moderate-Income Tenant"), except for rental increases which would have been permitted by the terms and provisions of the applicable Housing Subsidy Program if such Expiration Date had not occurred.

(c) For a period of two years after Year 1 ("CPI Index Period"), the rentals for units occupied by Protected Low or Moderate Income Tenants may not be increased more than once annually by the greater of: (i) the consumer price index (applicable to the area in which the Development is located) times the rental rate in effect as of the Expiration Date; or (ii) such higher amount as the Subsidizing Agency shall approve. In no event may the Developer increase rentals for such Affordable Units in excess of any limitations contained in a Housing Subsidy Program which remains in effect after the Expiration Date.

(d) For three (3) years after the CPI Index Period (the "Transition Period"), the Developer shall provide Relocation Assistance, as defined herein, for any Protected Low or Moderate-Income Tenant who voluntarily terminates his or her lease during the Transition Period as a result of rental increases. For the purposes hereof, the term "Relocation Assistance" shall mean reasonable assistance in locating a comparable affordable unit, including the payment

of any broker's fees and the payment of reasonable moving expenses within a thirty (30) mile radius of the Development.

(e) Upon expiration, the Developer agrees to continue to use the form of occupancy agreement for all Protected Low or Moderate-Income Tenants until the expiration of the periods described in (b) and (c), above. Thereafter, the Developer may require that all Protected Low or Moderate-Income Tenants enter into the lease form used for tenants in the market-rental units or a lease substantially in the form published by the National Apartment Association, provided that any new occupancy agreement shall provide the Protected Low or Moderate-Income Tenants with the benefits of subsection (d), above.

(f) The provisions of this Section 6 shall survive the termination of any other provisions of this Agreement as a result of expiration until the expiration of the periods described in subsections (b), (c), and (d), above.

(g) Protected Low or Moderate-Income Tenants shall have a right to enforce the protections provided them in this Section 6.

LIMITED DIVIDENDS; USE OF DEVELOPMENT REVENUES

7. (a) The Developer covenants and agrees that no Distribution Payments may be made to the Developer other than Limited Dividend Distributions. Repayment of developer's fee loaned is treated as a Limited Dividend Distribution and is subject to the limitations set forth herein. Limited Dividend Distributions may be made: (i) on a quarterly basis within the Developer's Fiscal Year; (ii) only once all currently payable amounts as identified in subsection (i) below are paid as evidenced by a certificate provided by an independent accountant certifying that no such obligations are more than thirty (30) days past due and that there are no outstanding material extraordinary obligations incurred outside the ordinary course of business, even if thirty (30) or less days past due; and (iii) only after (x) submission by the Developer of the Audited Annual Limited Dividend Financial Report pursuant to Paragraph 12(b) below and (y) acceptance by the Subsidizing Agency of said report. Except with the prior written authorization of the Subsidizing Agency, Limited Dividend Distributions cannot be derived or made from borrowed funds or from the sale of capital assets.

For the purposes hereof, the term "Distribution Payments" shall mean all amounts paid from Development Revenues (herein called "Development Revenues") which are paid to any partner, manager, member or any other Related Person of the Developer (collectively, the "Developer Parties") as profit, income, or fees or other expenses which are unrelated to the operation of the Development or which are in excess of fees and expenses which would be incurred from persons providing similar services who are not Developer Parties and who provide such services on an arms-length basis.

(b) No Limited Dividend Distributions may be made when: (i) a default or an Event of Default has occurred and is continuing under this Agreement; (ii) there has been failure to comply with the Subsidizing Agency's notice of any reasonable requirement for adequate (as

determined by the Subsidizing Agency using its reasonable discretion) maintenance of the Development in order to continue to provide decent, good quality and safe affordable housing; or (iii) prior to the expiration of the Term hereof, there is outstanding against all or any part of the Development any lien or security interest other than a lien securing the Loan or a lien expressly permitted by the Subsidizing Agency.

(c) Subject to the provisions set forth above, Limited Dividend Distributions may only be made to the Developer from Surplus Cash, provided that no Limited Dividend Distribution for any Fiscal Year may exceed ten percent (10%) of Developer's Equity.

“Surplus Cash”, which is a balance sheet calculation, represents the long-term accumulation of working capital from the Development’s revenues that is available at the end of any given Fiscal Year to make: (i) Limited Dividend Distributions; (ii) deposits into the Excess Equity Account; and (iii), if necessary, a distribution to the Municipality for the purpose of developing and/or preserving Affordable Housing. The calculation of Surplus Cash is more fully detailed in Part A of the current “M.G.L. Ch. 40B RENTAL DEVELOPMENTS / Instructions for Use of Calculation Tool for Computation of Excess Equity and Limited Dividend Distributions” (as it may be amended, revised or replaced) available from the Subsidizing Agency and which currently is the form to be used in the preparation of the Audited Annual Limited Dividend Financial Report.

(d) For the purposes hereof the initial amount of "Developer’s Equity" shall be \$_____, subject to adjustment as provided herein. The initial amount of "Developer’s Equity" is established at the time of Final Approval based on the Developer’s projection pursuant to the Cost Method as defined below. This initial amount shall be adjusted and verified at the time of Cost Certification with respect to the construction of the Development in accordance with the “Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants and Municipalities” (as it may be amended, revised or replaced) as the greater of the amounts determined by (a) the “Cost Method” or (b) the “Value Method.” For purposes hereof the term “Cost Method” is defined as (i) actual cash contributed by the Developer to the Development, including tax credit equity (if applicable) plus (ii) the deferred portion of the maximum allowable developer fee determined in accordance with DHCD policy, provided that any payment of such deferred fee from project cash flow is treated as a Distribution Payment in accordance with Section 7 hereof, plus (iii) the appraised “as-is” market value of the land that exceeds the actual purchase price paid by the Developer for said land, if any. For purposes hereof the term “Value Method” is defined as (i) the as-complete and stabilized appraised market value of the Development, as determined by an independent appraisal commissioned by the Subsidizing Agency in accordance with this Section 7(d), less (ii) the sum of secured debt on the Development plus public equity, whether structured as a grant or loan, as determined by the Subsidizing Agency.

Thereafter, Developer’s Equity may be adjusted not more than once in any five year period with the first five - year period commencing with the first Fiscal Year of the Development. Any adjustments shall be made only upon the written request of the Developer. Unless the Developer is otherwise directed by the Subsidizing Agency, the initial appraised market value and any adjustment thereto shall be based upon an appraisal commissioned by (and

naming as a client) the Subsidizing Agency and prepared by an independent and qualified appraiser prequalified by, and randomly assigned to the Development by, the Subsidizing Agency. The appraiser shall submit a Self-Contained Appraisal Report to the Subsidizing Agency in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The costs of such appraisal shall be borne by the Developer. Such appraisal shall use assumptions subject to the reasonable approval of the Subsidizing Agency.

Upon completion of an appraisal as provided above, the Developer's Equity shall be adjusted to equal the appraised value of the Development as determined by the appraisal less the unpaid principal amount of the sum of secured debt on the Development plus public equity, whether structured as a grant or loan determined as of the date of the appraisal. Such new Developer's Equity shall be the Developer's Equity commencing with the first day of the Fiscal Year following the date of such appraisal and remain in effect until a subsequent adjustment.

A sale or refinancing of the Development shall not result in a new evaluation of Developer's Equity, except as provided above.

(e) In the event that the amount available for Limited Dividend Distributions in a given Fiscal Year exceeds the Limited Dividend Distribution permitted for such Fiscal Year pursuant to Section 7(c) above, such excess shall be deposited and administered in accordance with Section 7(f) below. Amounts deposited into the Excess Equity Account may, subject to subsections (a) through (c) above, and pursuant to the Subsidizing Agency's Limited Dividend Policy, be distributed by the Lender (or the Subsidizing Agency, as applicable) to the Developer in amounts equal to the difference between the amount by which Limited Dividend Distributions actually made in any prior Fiscal Year were less than the amount permitted to be distributed under Section 7(c) hereof for such Fiscal Year. In the event that Surplus Cash is insufficient to allow the Developer to take its Limited Dividend Distribution as permitted herein and there are funds in the Excess Equity Account, Lender (or the Subsidizing Agency, as applicable) may distribute to the Developer an amount equal to the unpaid portion of the permitted Limited Dividend Distribution for such Fiscal Year, provided that, in no event shall the amount so distributed exceed the amount available in the Excess Equity Account.

Notwithstanding the foregoing, in the event that the amount available for Limited Dividend Distributions in a given Fiscal Year exceeds the Limited Dividend Distribution permitted for such Fiscal Year pursuant to Section 7(c) above, the amount of any such excess may be applied to pay, with simple interest, the amount by which Limited Dividend Distributions made in any of the preceding Fiscal Years were less than the amount permitted to be paid under Section 7(c) hereof for such Fiscal Years, subject to the provisions of subsections (a) through (c) above.

(f) Any amounts available for a Limited Dividend Distribution which may not be distributed in any year pursuant to the provisions of Section 7(c) above ("Excess Equity"), shall be deposited in the Excess Equity Account with the Lender (or if the Loan is paid off, with the Subsidizing Agency). No distributions may be made to the Developer from the Excess Equity Account except those permitted pursuant to Section 7(e) and (f) hereof. Upon the occurrence of an Event of Default under this Agreement or the Mortgage, the Lender (or the Subsidizing

Agency, as applicable) may apply any amounts in the Excess Equity Account to the payment of all or any portion of the debt secured by the Mortgage.

Upon the Developer's written request, amounts may also be withdrawn from the Excess Equity Account by the Lender (or the Subsidizing Agency, as applicable) during the Term hereof and applied for any purpose described in Section 7(i) hereof or for any purpose (i) that provides a direct and material benefit to Low or Moderate Tenants; (ii) that reduces rentals to Low or Moderate Tenants; (iii) that extends the affordability of the Development; or (iv) that provides relocation and transitional assistance to Low or Moderate Tenants as described in Section 6 hereof.

To the extent that the Term of this Agreement extends beyond satisfaction in full of the debt secured by the Mortgage, the Subsidizing Agency may, in its sole discretion, during the remaining Term, make amounts available from the Excess Equity Account to: (a) pay all or a portion of the annual monitoring fee that remains outstanding thirty (30) days after its due date, and/or (b) provide relocation and transitional assistance to tenants of Affordable Units.

Upon the Developer's written request, amounts may also be withdrawn from the Excess Equity Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Development as reasonably determined by the Developer; (iii) deposit of all amounts as may be deposited in a reserve fund for capital replacements reasonably determined by the Developer to be sufficient to meet anticipated capital needs of the Development which may be held by Lender or a lending institution reasonably acceptable to the Subsidizing Agency and which reserves shall be used for capital expenditures for the Development reasonably determined to be necessary by the Developer; (iv) payments of operating expense loans made by the partners, managers or members of the Developer for Development expenses, provided that the Developer shall have obtained prior written approval for such loans from the applicable Lender (or, if there is no mortgage, or after discharge of the Mortgage, from the Subsidizing Agency) and shall have supplied the applicable Lender (or the Subsidizing Agency) with such evidence as the applicable Lender (or the Subsidizing Agency, as applicable) may reasonably request as to the application of the proceeds of such operating expense loans to the Development; or (v) for any other purposes, subject to a determination by the Lender (or, if there is no Mortgage, or the Mortgage is discharged during the Term of this Agreement, the reasonable determination by the Subsidizing Agency) that the expenditure is necessary to address the Development's physical or financial needs and that no other Development reserve funds are available to address such needs. Notwithstanding the foregoing, payment of the items set forth in clauses (i), (ii) and (iv) above by the Developer shall be subject to the prior written approval of the Subsidizing Agency, which approval shall not be unreasonably withheld or delayed; it being agreed by the Subsidizing Agency that if the Developer can demonstrate that its proposed operating expenditures and reserves are substantially consistent with those made for comparable developments within the Commonwealth of Massachusetts, the Subsidizing Agency shall approve such request. Further, in no event shall such review or approval be required by the Subsidizing Agency to the extent any such capital expenditures or reserves are mandated by Lender.

In any event, cash available for distribution in any year in excess of 20% of Developer's Equity, subject to payment of a Limited Dividend Distribution pursuant to Section 7(c) hereof, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency as provided herein, or as otherwise directed by DHCD. Upon the expiration of the Limited Dividend Term (as defined in Section 23(b) hereof), any balance remaining in the Excess Equity Account shall (i) be contributed by the Developer to the replacement reserve held for the Development, if such contribution is deemed by the Subsidizing Agency (in its reasonable discretion) to be necessary, (ii) be distributed to the Subsidizing Agency for the purpose of developing and/or preserving affordable housing, or (iii) be distributed as otherwise directed by DHCD.

(g) All funds in the Excess Equity Account shall be considered additional security for the performance of obligations of the Developer under the Mortgage and this Agreement and the Developer hereby pledges and grants to the Lender (or the Subsidizing Agency, as applicable) a continuing security interest in said funds. Furthermore, the Developer recognizes and agrees that (i) possession of said funds by the Lender (or the Subsidizing Agency, as applicable) constitutes a bona fide pledge of said funds to the Lender (or the Subsidizing Agency, as applicable) for security purposes, (ii) to the extent required by applicable law, this Agreement, in combination, as necessary, with other documents referred to herein, constitutes a valid and binding security agreement, and (iii) the validity and effectiveness of said pledge will not be compromised if said funds are held in a bank or other financial institution. The Developer further acknowledges and agrees that, notwithstanding any nomenclature or title given to the Excess Equity Account by the bank or other financial institution at which the Excess Equity Account is held, or the fact that the Developer's tax identification number is used with respect to the Excess Equity Account, the Lender (or the Subsidizing Agency, as applicable), and not the Developer, shall be the customer of the bank or other financial institution holding the Excess Equity Account; such bank or other financial institution shall comply with instructions originated by the Lender (or the Subsidizing Agency, as applicable) directing the disposition of funds in the Excess Equity Account, without further consent of the Developer; and the Lender (or the Subsidizing Agency, as applicable), and not the Developer, shall have the exclusive right to withdraw funds from the Excess Equity Account.

(h) Payment of fees and profits from capital sources for the initial development of the Development to the Developer and/or the Developer's related party consultants, partners and legal or beneficial owners of the Development shall, unless otherwise limited by DHCD, be limited to no more than ten percent (10%) of Total Development Costs, net of (i) such fees and profits, and (ii) any working capital or reserves intended for operation of the Development and approved by the Subsidizing Agency. Such limited payment of fees and profits shall not include fees or profits paid to any other party, whether or not related to the Developer, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Development. The Developer shall comply with the requirements of Section 21 below regarding Cost Certification. In accordance with the requirements of 760 CMR 56.04(8)(e), in the event that the Subsidizing Agency determines, following examination of the Cost Certification submitted by the Developer pursuant to Section 21 below, that amounts were paid or distributed by the Developer in excess of the above limitations (the "Excess Distributions"), the Developer

shall pay over in full such Excess Distributions to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency as provided herein.

For the purposes hereof, the term “Total Development Costs” shall mean the total of all costs associated with acquisition, construction (including construction contingency), and general development (such as architectural, engineering, legal, and financing fees, insurance, real estate taxes and loan interest) for the Development. Total Development Costs include (i) developer overhead and developer fees, and (ii) any capitalized reserves intended for operation of the Development and approved by the Subsidizing Agency as being specifically excluded from the calculation of fees and profits payable from capital sources for the initial development of the Development.

(i) The Developer shall apply Development Revenues in the following order of priority: (x) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Loan; and (y) payment of or adequate reserve for all reasonable and necessary expenses of the Development as identified below. With respect to the application of Development Revenues as described above, the Developer agrees as follows:

(i) Payment for services, supplies, or materials shall not exceed the amount ordinarily and reasonably paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials furnished;

(ii) Reasonable and necessary expenses which may be payable pursuant to subsection (i), above, shall be directly related to the operation, maintenance or management of the Development; and

(iii) Without the Subsidizing Agency’s prior written consent, the Developer may not assign, transfer, create a security interest in, dispose of, or encumber any Development Revenues except as expressly permitted herein.

(j) Notwithstanding anything to the contrary contained in this Agreement, a distribution resulting from the proceeds of a sale or refinancing of the Development shall not be regulated by this Agreement. A sale or refinancing shall not result in a new evaluation of Developer’s Equity.

MANAGEMENT OF THE DEVELOPMENT

8. The Developer shall maintain the Development in good physical condition in accordance with the Subsidizing Agency’s requirements and standards and the requirements and standards of the Mortgage and any applicable Housing Subsidy Program. The Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, the Subsidizing Agency shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, the Subsidizing Agency has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

9. Prior to Substantial Completion, the following actions, without limitation, shall be subject to the Subsidizing Agency's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed):

(a) any change, substitution or withdrawal of any general partner, manager, or agent of the Developer; or

(b) the conveyance, assignment, transfer, or relinquishment of twenty-five percent (25%) or more of the Beneficial Interests (herein defined) in the Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited 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;

(c) the sale, conveyance, transfer, ground lease, or exchange of the Developer's interest in the Development or any part of the Development.

Prior to any transfer of ownership of the Development or any portion thereof or interest therein, the Developer agrees to secure from the transferee a written agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement.

10. The Developer shall provide the Subsidizing Agency with thirty (30) days' prior written notice of any pledge, assignment or mortgage of the Development, whether direct or indirect, and also, after Substantial Completion, of any sale, conveyance, transfer, ground lease or exchange of the Developer's interest in the Development or any part of the Development. As in Section 9 above, prior to any transfer of ownership of the Development or any portion thereof or interest therein, the Developer agrees to secure from the transferee a written agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement.

BOOKS AND RECORDS

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Development shall at all times be kept separate and identifiable from any other business of the Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by DHCD and/or the Subsidizing Agency from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Subsidizing Agency or DHCD. Failure to keep such books and accounts and/or make them available to the Subsidizing Agency or DHCD will be an Event of Default hereunder.

ANNUAL FINANCIAL REPORT

12. (a) Within ninety (90) days following the end of each Fiscal Year of the Development, the Developer shall furnish the Subsidizing Agency with a complete annual financial report for the Development based upon an examination of the books and records of the Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of the Subsidizing Agency which include: (i) financial statements submitted in a format acceptable to the Subsidizing Agency; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of the Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by the Subsidizing Agency.

(b) In addition to the financial information required to be furnished by the Developer to the Subsidizing Agency pursuant to Section 12(a) above, the Developer shall furnish to the Subsidizing Agency, within ninety (90) days of the end of its Fiscal Year, an Audited Annual Limited Dividend Financial Report (including a certificate from the independent certified public accountant (the "CPA") who prepared the Developer's audited financial statements) in the form then required by the Subsidizing Agency. The Subsidizing Agency's agreement to waive or modify the requirement of an Audited Annual Limited Dividend Financial Report for a given Fiscal Year shall not be deemed to constitute a waiver or modification of the requirement of an Audited Annual Limited Dividend Financial Report for any subsequent Fiscal Year. Should the Developer fail in any given year to comply with its obligations under this subparagraph, the Developer acknowledges and agrees that such failure constitutes a knowing waiver and relinquishment of any Limited Dividend Distributions to which it might otherwise be entitled for such Fiscal Year pursuant to Sections 7(c) and/or 7(e) above.

(c) Such Audited Annual Limited Dividend Financial Report shall be accompanied by a Certificate of Developer (in the form as then reasonably required by the Subsidizing Agency) certifying to the Developer's best knowledge and belief, under the pains and penalties of perjury, as to matters such as, without limitation, the fact that (i) the Developer has made available all necessary financial records and related data to the CPA who prepared the Audited Annual Limited Dividend Financial Report, (ii) there are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the Audited Annual Limited Dividend Financial Report, (iii) the Developer has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have

significant roles in internal control, or others where the fraud could have a material effect on the Audited Annual Limited Dividend Financial Report and has no knowledge of any allegations of fraud or suspected fraud affecting the Developer or the Development received in communications from employees, former employees, subcontractors, regulators, or others, and (iv) the Developer has reviewed the information presented in the Audited Annual Limited Dividend Financial Report and believes that such determination is an appropriate representation of the Development.

(d) The Subsidizing Agency shall have sixty (60) days after the delivery of the Audited Annual Limited Dividend Financial Report to accept it, to make its objections in writing to the Developer and the Developer's CPA, or to request from the Developer and/or CPA additional information regarding it. If the Subsidizing Agency does not object to the Audited Annual Limited Dividend Financial Report or request additional information with respect to it, the Audited Annual Limited Dividend Financial Report shall have been deemed accepted by the Subsidizing Agency. If the Subsidizing Agency shall request additional information, then the Developer shall provide the Subsidizing Agency with such additional information as promptly as possible and the Subsidizing Agency shall have an additional thirty (30) days thereafter to review such information and either accept or raise objections to such Audited Annual Limited Dividend Financial Report. If no such objections are made within such thirty day (30) period, the Audited Annual Limited Dividend Financial Report shall be deemed accepted by the Subsidizing Agency.

To the extent that the Subsidizing Agency shall raise any objections to such Audited Annual Limited Dividend Financial Report as provided above, then the Developer and the Subsidizing Agency shall consult in good faith and seek to resolve such objections within an additional thirty (30) day period. If any objections are not resolved during such period, then the Subsidizing Agency may enforce the provisions under this Section 12 by the exercise of any remedies it may have under this Agreement.

(e) If upon the acceptance of an Audited Annual Limited Dividend Financial Report as provided above, such Audited Annual Limited Dividend Financial Report shall show that the aggregate Distribution Payments to the Developer during the applicable Fiscal Year exceed the allowable Limited Dividend Distribution for the Developer, then upon thirty (30) days written notice from the Subsidizing Agency, the Developer shall cause such excess to be deposited in the Excess Equity Account from sources other than Development Revenues to the extent not otherwise required by the Lender to remain with the Development.

If such Audited Annual Limited Dividend Financial Report as accepted shall show that there are excess Development Revenues for the Developer which have not been distributed ("Excess Development Revenues"), such amounts shall be applied as provided in Section 7(e) above within thirty (30) days after the acceptance of the Audited Annual Limited Dividend Financial Report as set forth in subsection (d) above.

FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

13. At the request of the Subsidizing Agency, the Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development. The Developer covenants and agrees to secure and maintain on file for inspection and copying by the Subsidizing Agency such information, reports and certifications as the Subsidizing Agency may reasonably require in writing in order to insure that the restrictions contained herein are being complied with. The Developer further covenants and agrees to submit to the Subsidizing Agency annually, or more frequently if required in writing by the Subsidizing Agency, reports detailing such facts as the Subsidizing Agency reasonably determines are sufficient to establish compliance with the restrictions contained hereunder, copies of leases for all Affordable Units, and a certification by the Developer that, to the best of its knowledge, the restrictions contained herein are being complied with. The Developer further covenants and agrees promptly to notify the Subsidizing Agency if the Developer discovers noncompliance with any restrictions hereunder.

NO CHANGE OF DEVELOPMENT'S USE

14. Except to the extent permitted by the Comprehensive Permit, as it may be amended pursuant to the Comprehensive Permit Rules, the Developer shall not change the type or number of Affordable Units without prior written approval of the Subsidizing Agency and an amendment to this Agreement. Except to the extent permitted by applicable zoning requirements then in effect, the Developer shall not permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the Comprehensive Permit.

NO DISCRIMINATION

15. (a) There shall be no discrimination upon the basis of race, color, disability, religion, sex, familial status, sexual orientation, national origin, genetic information, ancestry, children, marital status, public assistance reciprocity or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the construction, operation and management of the Development.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, color, disability, religion, sex, familial status, sexual orientation, national origin, genetic information, ancestry, children, marital status, public assistance reciprocity or any other basis prohibited by law, and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the Comprehensive Permit. Failure or refusal to comply with any such provisions shall be a proper basis for the Subsidizing Agency to

take any corrective action it may deem necessary including, without limitation, referral to DHCD for enforcement.

DEFAULTS; REMEDIES

16. (a) If any default, violation, or breach of any provision of this Agreement is not cured to the satisfaction of the Subsidizing Agency within thirty (30) days after the giving of notice to the Developer as provided herein, then at the Subsidizing Agency's option, and without further notice, the Subsidizing Agency may either terminate this Agreement, or the Subsidizing Agency may apply to any state or federal court for specific performance of this Agreement, or the Subsidizing Agency may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. No party other than the Subsidizing Agency or its designee shall have the right to enforce the Developer's compliance with the requirements of this Agreement. The thirty (30) day cure period set forth in this paragraph shall be extended for such period of time as may be necessary to cure a non-monetary default so long as the Developer is diligently prosecuting such a cure.

(b) If the Subsidizing Agency elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by DHCD for purposes of the Act shall from the date of such termination be determined solely by DHCD rules and regulations then in effect.

(c) In the event the Subsidizing Agency or its designee brings an action to enforce this Agreement, unless the Developer prevails in such action the Developer shall pay all fees and expenses (including legal fees) of the Subsidizing Agency and/or its designee. In such event, the Subsidizing Agency and/or its designee shall be entitled to seek recovery of its respective fees and expenses incurred in enforcing this Agreement against the Developer and to assert a lien on the Development, junior to the lien securing the Loan, to secure payment by the Developer of such fees and expenses. The Subsidizing Agency and its designee may perfect a lien on the Development by recording/filing in the Registry one or more certificates setting forth the amount of the costs and expenses due and owing.

(d) The Developer hereby grants to the Subsidizing Agency or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement, or of taking all actions with respect to the Development which the Subsidizing Agency may determine to be necessary or appropriate to prevent, remedy or abate any violation of this Agreement.

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. The Subsidizing Agency intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay the Subsidizing Agency fees as partial compensation for its services hereunder, as set forth on Appendix B hereto, initially in the amounts and on the dates therein provided, and hereby grants to the Subsidizing

Agency a security interest in Development Revenues as security for the payment of such fees subject to the lien of the Mortgage and this Agreement shall constitute a security agreement with respect thereto.

18. The Subsidizing Agency shall have the right to engage a third party (the “Monitoring Agent”) to monitor compliance with all or a portion of the ongoing requirements of this Agreement. The Subsidizing Agency shall notify the Developer and the Municipality in the event the Subsidizing Agency engages a Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Monitoring Agent an annual monitoring fee in an amount reasonably determined by the Subsidizing Agency, payable within thirty (30) days of the end of each Fiscal Year of the Developer during the Term of this Agreement, but not in excess of the amounts as shown on Appendix B hereto and any fees payable under Section 17 hereof shall be net of such fees payable to a Monitoring Agent; and (ii) the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as the Subsidizing Agency under this Agreement, and shall act on behalf of the Subsidizing Agency hereunder, to the extent that the Subsidizing Agency delegates its rights and duties by written agreement with the Monitoring Agent. The Monitoring Agent shall apply and adhere to the applicable standards, guidance and policies of DHCD relating to the administrative responsibilities of subsidizing agencies where available, and otherwise shall apply and adhere to the standards and practices of the Subsidizing Agency where applicable.

19. The Subsidizing Agency may resign from its duties hereunder upon ninety (90) days prior written notice to DHCD, the Developer, and the Municipality. In such event, DHCD may appoint a Successor Subsidizing Agency hereunder. If DHCD fails to appoint a Successor Subsidizing Agency, the Subsidizing Agency shall identify a Successor Subsidizing Agency. The Successor Subsidizing Agency shall succeed to all the duties and rights of the Subsidizing Agency hereunder and the Subsidizing Agency shall turn over all amounts and security held by it hereunder to the Successor Subsidizing Agency.

CONSTRUCTION AND FINAL COST CERTIFICATION

20. The Developer shall provide to the Subsidizing Agency evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications. Upon Substantial Completion, the Developer shall provide the Subsidizing Agency with a certificate of the architect for the Development in the form of a “Certificate of Substantial Completion” (AIA Form G704) or such other form of completion certificate acceptable to the Subsidizing Agency.

As used herein, the term “Substantial Completion” shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.

21. Within ninety (90) days after Substantial Completion, the Developer shall provide the Subsidizing Agency with its Cost Certification for the Development. The Subsidizing Agency may allow additional time for submission of the Cost Certification if significant issues are determined to exist which prevent the timely submission of the Cost Certification, and may in certain circumstances (such as a halt in construction for a significant period of time) require submission of an interim Cost Certification within ninety (90) days of written notice to the Developer.

For the purposes hereof the term “Cost Certification” shall mean the Developer’s documentation which will enable determination by the Subsidizing Agency of the aggregate amount of all Allowable Development Costs as a result of its review and approval of: (i) an itemized statement of Total Development Costs together with a statement of gross income from the Development received by the Developer to date, all in the format provided in the Subsidizing Agency’s Cost Examination Program, which Cost Certification must be examined (the “Cost Examination”) in accordance with the attestation standards of the American Institute of Certified Public Accountants (AICPA) by an independent certified public accountant (CPA) and (ii) an owner’s certificate, executed by the Developer under pains and penalties of perjury, which identifies the amount of the Construction Contract, the amount of any approved Change Orders, including a listing of such Change Orders, and any amounts due to subcontractors and/or suppliers. “Allowable Development Costs” shall mean any hard costs or soft costs paid or incurred with respect to Development as determined by and in accordance with the Guidelines.

22. In order to ensure that the Developer shall complete the Cost Certification as and when required by Section 21 hereof and, if applicable, pay any Excess Distributions to the Municipality, the Developer has provided the Subsidizing Agency with adequate financial surety (the “Surety”) provided through a letter of credit, bond or cash payment in the amounts and in accordance with the Comprehensive Permit Rules and in a form approved by the Subsidizing Agency. If the Subsidizing Agency shall determine that the Developer has failed in its obligation to provide Cost Certification as and when described above or to pay over to the Municipality any Excess Distributions, the Subsidizing Agency may draw on such Surety in order to pay the costs of completing Cost Certification and/or paying such Excess Distribution amounts due plus reasonable attorneys fees and collections costs.

TERM

23. (a) This Agreement shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns, and the Subsidizing Agency and its successors and assigns, until the date which is thirty (30) years from the date hereof (the “Term”). Upon expiration of the Term, this Agreement and the rights and obligations of the Subsidizing Agency hereunder shall automatically terminate without the need of either party executing any additional document. Notwithstanding the foregoing, this Agreement may be released by the Subsidizing Agency if the Development is financed by a state or federal agency and, in connection with such financing, a regulatory agreement acceptable to the Subsidizing Agency is recorded in the Registry. The rights and obligations of the Developer and of the Subsidizing Agency under this Agreement shall continue for the Term, regardless of whether the loan from the NEF Lender is

still outstanding. Prior to the expiration of the Term, the Developer shall enter into a use agreement with the Municipality, or as otherwise required by the Comprehensive Permit Rules, ensuring that the Development will comply with the continued affordability requirements applicable to the Development.

(b) Notwithstanding subsection (a) above, the provisions of Section 7 herein shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and the Subsidizing Agency and its successors and assigns, and the Municipality and its successors and assigns, until the date which is the latter of (i) the expiration of the term of the Loan or (ii) fifteen (15) years from the date of Substantial Completion (the “Limited Dividend Term”).

INDEMNIFICATION/LIMITATION ON LIABILITY

24. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless the Subsidizing Agency and any Monitoring Agent against all damages, costs and liabilities, including reasonable attorney’s fees, asserted against the Subsidizing Agency or the Monitoring Agent by reason of its relationship to the Development under this Agreement and not involving the Subsidizing Agency or the Monitoring Agent acting in bad faith or with gross negligence.

25. The Subsidizing Agency shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

26. Notwithstanding anything in this Agreement to the contrary, no partner, manager, or member of the Developer and no officer, director, shareholder, trustee, member, manager, agent, or employee of the Developer or of any partner, manager, or member thereof shall have any personal liability for the payment of any sum of money that is, or may become, payable by the Developer under or pursuant to this Agreement or for the performance of any obligation by the Developer arising pursuant to this Agreement, and the Subsidizing Agency shall look only to the Developer’s interest in the Development for such payment or performance.

Nothing herein shall preclude the Subsidizing Agency from asserting such claims as it may have at law or in equity against any partner, manager or member of the Developer or any officer, director, shareholder, trustee, member, manager, agent, or employee of the Developer or of such partner, manager or member for any loss or damage the Subsidizing Agency actually suffers as a result of any of the following:

- (i) a willful breach by such person of the provisions limiting payments or distributions to partners, members, managers, or affiliates as set forth in this Agreement;
or
- (ii) intentional fraud committed by such person; or
- (iii) a willful breach by such person of a warranty contained in this Agreement or a false representation of a material fact made by such person with respect to itself, the

Developer or the Development which was known by such person to be false when made;
or

(iv) a false representation knowingly made by such person that it has legal capacity and is authorized to sign this Agreement on behalf of the entity on whose behalf such individual has signed.

Nothing contained in the provisions of this Section 26 or elsewhere shall limit: (i) the right of the Subsidizing Agency to obtain injunctive relief or to pursue equitable remedies under this Agreement, excluding only any injunctive relief ordering payment of obligations by any person or entity for which personal liability does not otherwise exist; or (ii) the liability of any attorney, law firm, architect, accountant or other professional who or which renders or provides any written opinion or certificate to the Subsidizing Agency in connection with the Development even though such person or entity may be an agent or employee of the Developer or of any partner, manager, or member thereof.

MINIMUM SUBSIDY REQUIREMENTS

27. To ensure that the minimum subsidy requirements of the Comprehensive Permit Rules are satisfied, the Developer shall provide to the Subsidizing Agency a certification from the Lender (which certification may, in the case of the Construction Loan, be combined with the certification required pursuant to Section 2(b) hereof) that the Lender is an FHLBB member bank and shall not transfer all or any portion of its interest in the Loan (including participations or sale of servicing rights, but not including foreclosure of its mortgage) or consent to a refinancing of the Loan (which the Developer hereby agrees not to seek) during the first five (5) years of the Loan without the prior written approval of the Subsidizing Agency.

CASUALTY

28. Subject to the rights of the Lender, the Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development 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 Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by the Developer then the Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Development.

DEVELOPER'S REPRESENTATIONS, COVENANTS AND WARRANTIES

29. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a _____ duly organized under, and is qualified to transact business under, the laws of the Commonwealth of Massachusetts, (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 Agreement.

(b) The execution and performance of this Agreement by the Developer (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, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other documents executed in connection with the loan from the NEF Lender, or other encumbrances permitted by the Subsidizing Agency).

(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 Developer, 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 Agreement) or would materially adversely affect its financial condition.

(e) **[for use when the Developer is nominee trust/otherwise delete]** [(i) The undersigned Trustee(s) are the sole Trustee(s) of said Trust, duly appointed in accordance with the terms of the Trust; (ii) said Trust has not been altered, amended, revoked, or terminated, and is presently in full force and effect as recorded; (iii) pursuant to the powers granted under said Trust, the Trustee(s) have the power and authority to execute this Agreement, transfer real estate, and to execute and deliver deeds and related closing documents of any or all trust property; (iv) if under said Trust the consent of beneficiaries is required to authorize the Trustee(s) to execute this Agreement, that written consent of all beneficiaries has been obtained; and (v) no beneficiary is a minor, a corporation selling all or substantially all of its assets or a personal representative of an estate subject to estate tax liens or is now deceased or under any legal disability.]

MISCELLANEOUS CONTRACT PROVISIONS

30. This Agreement may not be modified or amended except with the written consent of the Subsidizing Agency or its successors and assigns and Developer or its successors and assigns. The Developer hereby agrees to make such modifications to this Agreement as may be required by DHCD to implement the Comprehensive Permit Rules, as amended from time to time.

31. The Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

32. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

33. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

34. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

35. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of DHCD, the Subsidizing Agency, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

NOTICES

36. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

with copies by regular mail or such hand delivery
[or facsimile transmission] to:

If to the Subsidizing Agency:

Massachusetts Housing Finance Agency
One Beacon Street
Boston, MA 02108
Attention: Director of Comprehensive Permit Programs
Fax: 617-854-1029

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

RECORDING

37. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to the Subsidizing Agency and the Monitoring Agent, if any, evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

GOVERNING LAW

38. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

CONFLICT; PRIORITY OF AGREEMENT

39. In the event of any conflict or inconsistency (including without limitation more restrictive terms) between the terms of the Comprehensive Permit, any other document relating to the Development and the terms of this Agreement, the terms of this Agreement shall control.

This Agreement is senior to the Mortgage and to any other mortgage encumbering the Development. Furthermore, the Developer understands and agrees that, in the event of foreclosure of the Mortgage and the exercise by the Lender of the power of sale therein, the Development will be sold subject to the restrictions imposed hereby. The Developer acknowledges that any discharge or termination of this Agreement shall not affect the validity or enforceability of the Comprehensive Permit or the obligations of the Developer to comply with the provisions thereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

DEVELOPER:

By: _____
Name:
Title:

**MASSACHUSETTS HOUSING
FINANCE AGENCY, as Subsidizing
Agency as aforesaid**

By: _____
Gregory P. Watson, AICP, Manager,
Comprehensive Permit Programs

Attachments:

- Exhibit A – Legal Description
- Appendix A – Rent Schedule
- Appendix B – Subsidizing Agency Fees

Acknowledgment of Zoning Board of Appeals

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk _____, 20__

Then personally appeared before me, the undersigned notary public, the above-named Gregory P. Watson the Manager of Comprehensive Permit Programs of the Massachusetts Housing Finance Agency, as Subsidizing Agency as aforesaid, proved to me through satisfactory identification which was my own personal knowledge of identity of the signatory to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the Director of Comprehensive Permit Programs of the Massachusetts Housing Finance Agency.

Before me,

Notary Public

My Commission Expires: _____

STATE OF _____

County of

_____, 20__

Then personally appeared before me _____, the _____ of _____, proved to me through satisfactory evidence of identification, which was [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as his/her free act and deed, in such capacity, before me

Notary Public

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION

APPENDIX A
RENT SCHEDULE (INITIAL)
 [Sample/Model]

Low-Income / Rental Assisted At or Below ____ % of AMI Rental Assisted <i>[Delete Columns if N/A]</i>	Low/Moderate-Income ¹ Rent Set at 30% of 80% AMI Qualify with Incomes at or Below 80% of AMI	Market Rate Unrestricted
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Number of Bedrooms	<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>	<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>	<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>
Number of Units	#	#	#	#	#	#	#	#	#
Net SF/Unit	---	-,---	-,---	---	-,---	-,---	---	-,---	-,---
Elev. (E) / Non-Elev. (N)	E or N	E or N	E or N	E or N	E or N	E or N	E or N	E or N	E or N
Applicable Base/Gross Rent:	\$-,---	\$-,---	\$-,---	\$-,---	\$-,---	\$-,---	\$-,---	\$-,---	\$-,---
Per: <u>[Identify²]</u> MSA or HMFA									
Utility Allowance**	\$---	\$---	\$---	\$---	\$---	\$---	N/A	N/A	N/A
Tenant Rent*	30% of adjusted gross income			\$-,---	\$-,---	\$-,---	\$-,---	\$-,---	\$-,---

* **Tenant Rents** are net of utility allowances. The total of tenant rent and utility allowance may not exceed the Applicable Base/Gross Rent.

****Utility Allowances** are based on the attached schedule or matrix prepared by the [Town Name] Housing Authority and dated _____, as the same may be amended from time to time. The dollar amount listed assumes the following utilities are to be paid by the tenant: *[list all that apply or "All utilities included in rent."]*
 [Oil, Gas or Electric] Heat for the [e.g. "Low-Rise – Garden"] Housing Type;
 [Oil, Gas or Electric] Water Heating; [Gas or Electric] Cooking Fuel; and Electricity

The following utilities are to be paid by the owner/landlord and included in the rent: *[list all that apply or "none"]*
 [Oil, Gas or Electric] Heat for the [e.g. "Low-Rise – Garden"] Housing Type;
 [Oil, Gas or Electric] Water Heating; [Gas or Electric] Cooking Fuel; and Electricity

[If alternative method for calculation of utility allowances is employed, describe here in detail.]

¹ Maximum NEF Ch. 40B affordable unit Rent Limits are calculated based on 30% of the 80% of the Area Median Income (AMI) Limit as derived from income limits published annually by HUD. Changes to the published income limits will result in changes to the rent limits. Unless subsidized under another housing subsidy program, the 80% of AMI Limit also is the standard used to qualify for occupancy at NEF Ch. 40B affordable housing developments.

² Identify subject income limit area, i.e. Metropolitan Statistical Area (MSA) or HUD Metro FMR Areas (HMFA) – See "Area" definition.

APPENDIX B

FEE PAYABLE TO SUBSIDIZING AGENCY

- **Masshousing NEF Rental Regulatory Agreement Affordability and Limited Dividend Monitoring Fees**
 - Initial Fee Due upon Execution of the Regulatory Agreement by MassHousing
 - \$7,500
 - Annual Fee Payable at the time of Initial Occupancy and Annually thereafter
 - \$200 per affordable unit per year

ACKNOWLEDGEMENT OF ZONING BOARD OF APPEALS

The undersigned duly authorized Chairman and members of the _____ Zoning Board of Appeals hereby acknowledges that, after due consideration of the Developer’s request, pursuant to the requirements of 760 CMR 56.05(11), the Board hereby agrees that the foregoing Regulatory Agreement satisfies the requirements of the Comprehensive Permit as defined therein. Without limiting the generality of the foregoing, the units in the Development required to be affordable under the Comprehensive Permit shall be affordable if such units are rented in accordance with Section 3, 4 and 5 of the foregoing Regulatory Agreement; any local preference set forth in the Comprehensive Permit shall be implemented only to the extent in compliance with applicable state and federal fair housing rules; and compliance with the limited dividend requirement shall be determined solely by the Subsidizing Agency under the Regulatory Agreement using the standards of the Subsidizing Agency applicable to comprehensive permit projects in accordance with the Comprehensive Permit Rules. In addition, the conflict provision of the Regulatory Agreement shall control over any conflict provision of the Comprehensive Permit.

Name:
Chairman, _____ Zoning Board of Appeals

Name:

Name:

Name:

Name:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the Chairman of the _____ Zoning Board of Appeals, proved to me through satisfactory evidence of identification, which was [a current driver’s license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed.

Notary Public
My commission expires:

**REQUESTED COMPREHENSIVE PERMIT IN LIEU OF PERMITS
UNDER TOWN OF BROOKLINE ORDINANCES**

I. SUMMARY OF RELIEF REQUESTED:

Consistent with this application, the Applicant proposes to construct an 8 townhouse structure (the “Project”) at 21 Crowninshield, Brookline, MA (the “Property”) pursuant to the plans attached hereto. The Applicant requests that the Zoning Board of Appeals for the Town of Brookline (“ZBA”) grant a comprehensive permit in lieu of the following permits, licenses and approvals without which the project proposed on Project could not be constructed as proposed and the denial of which in many instances would render the project uneconomic within the meaning of G.L. c. 40B §20. Ordinance references herein are to the Town of Brookline Town By-Laws, Inclusive through the May 26, 2015 Annual Town Meeting (“Town By-Laws”) and Town of Brookline Zoning By-Laws effective through June 2, 2014 (Zoning By Laws).

ZONING ORDINANCE – Town of Brookline

A. Use: The Applicant seeks a comprehensive permit in lieu of use variances, special permits and approvals to allow the Property to be used for the Project including without limitation:

1. Variance from the provisions of all relevant sections of Zoning By Law including, but not limited to, Article IV entitled Use Regulations, and more specifically § 4.07 Table of Use Regulations, to permit the Property to be used as a multi-family dwelling for a total of 8 town houses, associated amenities and accessory parking.
2. Variance to waiver requirements to conform with § 4.08 of said Zoning By Law, entitled Affordable Housing Requirements, if and to the extent necessary.
3. Variance to waiver requirements to conform with §5.90 of said Zoning By Law, entitled Minimum Landscaped open space
4. Variance to waiver requirements to conform with §5.52 of said Zoning By Law, entitled Fences and Terraces in front yards as well as §5.62 of said Zoning By Law, entitled Fences and Terraces in side yards as well as §5.74 of said Zoning By Law, entitled Fences and Terraces in rear yards.

B. Density and Dimensional Controls:

1. The Applicant seeks a comprehensive permit in lieu of such variances or special permits as may be required from the provisions all relevant sections of Zoning By Law including, but not limited to all dimensional requirements of Article V thereof; as detailed in the attached chart of Everett M. Brooks Company dated January 29, 2015 as revded on October 30, 2015 and revised again on January 6, 2016.

C. Parking Requirements:

The applicant seeks a comprehensive permit in lieu of a special permit pursuant to all relevant sections of Zoning By Law including, but not limited to, Article VI thereof entitled Vehicular Service Uses Requirements, in order to permit a parking facility in accordance with the submitted plans

D. Site Plan Approval/Design Review:

The Applicant requests a comprehensive permit in lieu of site plan approval or design review which may be required under the Zoning By Law.

NON-ZONING ORDINANCES

E. Tree Ordinance -

To the extent that any permit or fee payment would otherwise be required under the Town By Laws, for the removal of public or private trees on or within the property that may impact the construction of the project, the Applicant requests a comprehensive permit in lieu of a waiver of such permit and fees for the removal of said trees under certain circumstances.

F. Demolition Delay/ Demolition of Dwelling in the Crowninshield Local Historic District/Review by Brookline Preservation Commission –

Article 5.3 and Article 5.6 of the Town By Laws, provides for a review by the Brookline Preservation Commission and the possible imposition of a demolition delay for the demolition of historically significant buildings or buildings within a local Historic District. To the extent the existing house or other elements of the Property may be deemed to fall within the jurisdiction of the Brookline Preservation Commission, a comprehensive permit is sought in lieu of any determination of the Town's Preservation Commission to allow for the demolition of the existing house and the construction of a multi-family dwelling in accordance with the submitted plans.

G. Light Ordinance

To the extent that any light source may not conform to the requirements of any relevant sections of the Town By Laws, the Applicant seeks a comprehensive permit in lieu of any waiver requested from said section.

H. Consent of the Planning Board

To the extent any consent or review of the Planning Board for the Town of Brookline is required under the Town By Law or Zoning By Law, or under any rules or regulation of the Zoning or Planning Board, a comprehensive permit in lieu of such approval is sought.

I. Curb Cut Permit

The applicant requests a comprehensive permit in lieu of any curb cut permit or consent of the commissioner of public works to the extent necessary.

J. Utility Connection Permits

The applicant seeks a comprehensive permit in lieu of such local approvals as are required to (i) open streets, (ii) make utility connections for water, sewer, gas, electric, cable or other utilities from time to time.

K. Construction Vehicle Parking

The applicant seeks a comprehensive permit in lieu of such local approvals as are required to allow for the parking of construction and utility vehicles on the Public Way in front of the Property, from time to time.

L. Additional Relief

The applicant seeks a comprehensive permit in lieu of all other permits, licenses or approvals as may be issued by the Town of Brookline as necessary to conform the relief sought to the plans filed with the application as the same may be amended from time to time. Included within the relief sought are all ancillary, subsidiary, usual, customary or necessary local permits approvals or licenses in lieu of which the Board may grant a Comprehensive Permit to the extent necessary to conform to the relief required for construction of the plans submitted herewith as amended from time to time

**21 CROWNINSHIELD
PROPOSED WAIVER LIST
S-7 Zoning District
January 28, 2016**

Brookline Zoning By-Laws				
Bylaw Section	Requirement	Requested Waiver(s)	Details of Proposal Requiring Waiver	Waiver Number
§4.07(6) – Table of Use Regulations	Multi-Family Uses	Waiver to allow the property to be used as a multi-family dwelling for town houses, associated amenities and accessory parking.	The Development is a multi-family housing development containing 8 town houses. The Comprehensive Permit, as may be granted by Zoning Board of Appeals shall provide all local permits per M.G.L. c. 40B § 20-23.	A
§4.08	Affordable Housing Requirements	Waiver to allow multi-family uses within the S-7 zoning district.	The Development is a multi-family housing development containing 8 town houses. The Comprehensive Permit, as may be granted by Zoning Board of Appeals shall provide all local permits per M.G.L. c. 40B § 20-23.	B
§5.09	Design Review	Design Review requirements not applicable under M.G.L. c. 40B.	Comprehensive Permit, as may be granted by Zoning Board of Appeals shall provide all local permits per M.G.L. c. 40B § 20-23.	C
§5.20 & Table §5.01	Maximum Floor Area	Waiver from maximum ratio of gross floor area to lot area (0.35 in S-7 District)	The Development has 15,556 s.f. lot and will have a floor area ratio of approximately 1.17.	D
§5.30-5.32 & Table §5.01	Maximum Height of Buildings	Waiver from maximum building height limitations (35' in S-7 District)	The height of the Development will be 43.5' feet at its maxim.	E
§5.45	Traffic Visibility Across Corners	Waiver from visibility requirements across corners.	The traffic visibility across corners may be limited by an existing tree near the Right of Way.	F
§5.50 & Table §5.01	Minimum Front Yard (Crowninshield)	Waiver from 30' minimum front yard requirement.	The Development has two front yards and will have a minimum front yard setback of 6'-10."	G

§5.50 & Table §5.01	Minimum Front Yard (Passageway)	Waiver from 30' minimum front yard requirement.	The Development has two front yards and will have a minimum front yard setback of 10'-6."	H
§5.52	Maximum Fence Height Front Yard	Waiver from the maximum fence/terrace requirement of 6' in the front yard yards.	The Development has a minimum 8' fence.	I
§5.60 & Table §5.01	Minimum Side Yard	Waiver from 20' minimum side yard requirement.	The Development will have a minimum side yard setback of 10'-1."	J
§5.62	Maximum Fence Height Side Yard	Waiver from the maximum fence/terrace requirement of 7' in the side yard.	The Development has a minimum 8' fence.	K
§5.70 & Table §5.01	Minimum Rear Yard	Waiver from 40' minimum rear yard requirement.	The Development will have a minimum rear yard setback of 5'-7."	L
§5.74	Maximum Fence Height Rear Yard	Waiver from the maximum fence/terrace requirement of 7' in the rear yard.	The Development has a minimum 8' fence.	M
§6.04.4	Design of All Off-Street Parking Facilities	Waiver from the 20' driveway width requirement for two-way use.	The Development will have a minimum driveway width of 18 ft.	N
§7.04.4	Illumination	Waiver from the lighting requirements in the S-7 District.	The Development may have decorative lighting designed to illuminate walks, driveways, doorways, and outdoor areas.	O
Brookline Town By-Laws				
Bylaw Section	Requirement	Requested Waiver(s)	Details of Proposal Requiring Waiver	Waiver Number
§3.17	Department of Public Works	Waiver from the Department of Public Works site plan approval process, curb cut procedure, tree removal, and construction and maintenance related parking permits.	Comprehensive Permit, as may be granted by Zoning Board of Appeals shall provide all local permits per M.G.L. c. 40B § 20-23.	P
§5.3	Demolition Delay	Waiver from the Preservation Commission requirements for demolition delay for the demolition of historically significant buildings.	Comprehensive Permit, as may be granted by Zoning Board of Appeals shall provide all local permits per M.G.L. c. 40B § 20-23.	Q
§5.6.6	Local Historic Districts	Waiver from the Preservation Commission requirements for buildings	Comprehensive Permit, as may be granted by Zoning Board of Appeals	R

		located in the Crowinshield Local Historic District.	shall provide all local permits per M.G.L. c. 40B § 20-23.	
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Moira Cronin

From: Geoff Engler <gengler@s-e-b.com>
Sent: Tuesday, January 05, 2016 3:33 PM
To: Moira Cronin
Subject: FW: 21 Crowninshield Road - Traffic Assessment

Print this email trail and include it as the top part of the traffic impact analysis for Brookline. The original traffic study can remain behind it....

Geoff Engler
SEB, LLC
165 Chestnut Hill Ave, #2
Brighton, MA 02135
(617) 782-2300 x202
(617) 782-4500 (f)
(617) 276-7261 (c)
www.s-e-b.com

From: Daniel Mills [mailto:DMills@mdmtrans.com]
Sent: Tuesday, December 22, 2015 2:35 PM
To: Robert Basile
Cc: Robert Basile; Geoff Engler
Subject: FW: 21 Crowninshield Road - Traffic Assessment

Robert,

Finally, after some back and forth with Peter Ditto, he's concluded that "there is no need for you to submit any additional traffic information for the revised proposal."

Let me know if you have any other questions.

Enjoy the holidays,
Dan

Daniel J. Mills, P.E., PTOE
Principal

MDM Transportation Consultants, Inc.
28 Lord Road, Suite 280
Marlborough, MA 01752
Tel: (508) 303-0370, ext. 102
Fax: (508) 303-0371
Email: dmills@mdmtrans.com

From: Peter Ditto [mailto:pditto@brooklinema.gov]
Sent: Tuesday, December 22, 2015 2:25 PM
To: Daniel Mills
Cc: Maria Morelli
Subject: RE: 21 Crowninshield Road - Traffic Assessment

Dan – There is no need for you to submit any additional traffic information for the revised proposal.

Peter

From: Daniel Mills [<mailto:DMills@mdmtrans.com>]
Sent: Tuesday, December 22, 2015 2:06 PM
To: Peter Ditto
Cc: Maria Morelli
Subject: RE: 21 Crowninshield Road - Traffic Assessment

Hi Peter,

Did you have any final thoughts on the 21 Crowninshield proposal? A “No Right Turn” sign will be placed on Crowninshield Road opposite the site driveway.

Regards,
Dan

Daniel J. Mills, P.E., PTOE
Principal

MDM Transportation Consultants, Inc.
28 Lord Road, Suite 280
Marlborough, MA 01752
Tel: (508) 303-0370, ext. 102
Fax: (508) 303-0371
Email: dmills@mdmtrans.com

From: Daniel Mills
Sent: Tuesday, December 15, 2015 11:07 AM
To: 'Peter Ditto'
Cc: Maria Morelli
Subject: RE: 21 Crowninshield Road - Traffic Assessment

Hi Peter,

I've attached a drawing which shows the original and revised driveway layout (i.e., one curb cut, same size, different location). Under the revised site layout (Sheet A-1 dated 11/12/2015), right-turns out of the driveway will be prohibited due to the one-way configuration of Crowninshield Road. The project is being decreased from a 20 unit building to 8 townhouses.

-Dan

Daniel J. Mills, P.E., PTOE
Principal

MDM Transportation Consultants, Inc.
28 Lord Road, Suite 280
Marlborough, MA 01752
Tel: (508) 303-0370, ext. 102
Fax: (508) 303-0371
Email: dmills@mdmtrans.com

From: Peter Ditto [<mailto:pditto@brooklinema.gov>]
Sent: Tuesday, December 15, 2015 10:40 AM
To: Daniel Mills
Cc: Maria Morelli
Subject: RE: 21 Crowninshield Road - Traffic Assessment

Dan - I assume there are no physical changes to the site from the original proposal to the revised proposal (i.e. location, number, size of curb cuts). If that is the case, I don't see the need for additional traffic information.

Peter

From: Daniel Mills [<mailto:DMills@mdmtrans.com>]
Sent: Tuesday, December 15, 2015 9:51 AM
To: Peter Ditto
Subject: FW: 21 Crowninshield Road - Traffic Assessment

Thank you Peter. Do you see a need for us to provide any supplemental traffic information. If not, can you send Maria Morelli a note indicating that there is no need for the Applicant to provide any additional traffic analyses for the current proposal.

Thanks again,
Dan

Daniel J. Mills, P.E., PTOE
Principal

MDM Transportation Consultants, Inc.
28 Lord Road, Suite 280
Marlborough, MA 01752
Tel: (508) 303-0370, ext. 102
Fax: (508) 303-0371
Email: dmills@mdmtrans.com

From: Peter Ditto [<mailto:pditto@brooklinema.gov>]
Sent: Tuesday, December 15, 2015 9:02 AM
To: Daniel Mills
Subject: FW: 21 Crowninshield Road - Traffic Assessment

Dan - FYI

From: Daniel Martin
Sent: Monday, December 14, 2015 4:39 PM
To: Peter Ditto
Cc: Todd Kirrane
Subject: RE: 21 Crowninshield Road - Traffic Assessment

Hi Peter,

I reviewed the Traffic Assessment prepared for 21 Crowninshield Rd dated 8/10/15 and see no issues that need to be addressed.

-Dan

From: Peter Ditto
Sent: Thursday, December 10, 2015 9:16 AM
To: Daniel Martin
Cc: Todd Kirrane
Subject: FW: 21 Crowninshield Road - Traffic Assessment

Dan – Have you looked at this study?

Peter

From: Daniel Mills [<mailto:DMills@mdmtrans.com>]
Sent: Tuesday, December 08, 2015 2:59 PM
To: Peter Ditto
Subject: 21 Crowninshield Road - Traffic Assessment

Hi Peter,

As discussed, I've been asked to provide a brief update to the traffic assessment that we prepared for the re-development of 21 Crowninshield Road. Maria Morelli asked us to reach out to you. The project has been recently scaled back from a 20-unit apartment building to an 8-unit townhouse development.

I've attached our prior study for your review and am prepared to provide a supplemental memo that provides a trip generation estimate for the latest development proposal for comparison purposes.

Dan

Daniel J. Mills, P.E., PTOE
Principal

MDM Transportation Consultants, Inc.
28 Lord Road, Suite 280
Marlborough, MA 01752
Tel: (508) 303-0370, ext. 102
Fax: (508) 303-0371
Email: dmills@mdmtrans.com

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MEMORANDUM

DATE: August 10, 2015

TO: Mr. Robert Basile
21 Crown LLC
40 Williams Street
Brookline, MA, 02446

FROM: Daniel J. Mills, P.E., PTOE – Principal *DJM*

RE: **Proposed Apartments**
21 Crowninshield Road – Brookline, Massachusetts

MDM Transportation Consultants, Inc. (MDM) has prepared this traffic impact assessment (TIA) for a proposed 20-unit apartment development to be located at 21 Crowninshield Road in Brookline, Massachusetts. This memorandum describes existing (baseline) traffic conditions for area roadways and the key study intersection, trip generation characteristics of the project, quantifies traffic impacts of the proposed residential use and describes recommended access-related improvements to support the project.

Key findings of the traffic assessment are as follows:

- *Traffic Generation.* The proposed residential development is estimated (worst case) to generate approximately 14 vehicle trips (2 entering and 12 exiting) during the weekday morning peak hour and 16 vehicle trips (11 entering and 5 exiting) during the weekday evening peak hour. On a daily basis, the project is estimated to generate approximately 158 vehicle trips on weekdays.
- *Roadway Operations.* Capacity analysis indicates that incremental traffic increases due to the proposed residential development are expected to have minor consequence to traffic flow along Crowninshield Road and Adams Street with no change in level of service anticipated at the unsignalized Crowninshield Road/Adams Street intersection.
- *Safety Characteristics.* Crash data for the latest 3-year period were obtained from MassDOT that indicates below-average crash experience at the study intersections. No immediate safety countermeasures are required at the study locations based on review of historic crash data.

- *Proposed Site Access.* Site vehicle access/egress is proposed via a new curb cut along the westerly side of Crowninshield Road opposite from Adams Street. A STOP sign (R1-1) and STOP line pavement markings are recommended on the site driveway approach to Crowninshield Road.

In summary, the proposed residential project will have no material impact on traffic operating conditions at the study intersections. Traffic increases through the study roadways due to the project amount to 16 vehicle trips (worst-case) or less during critical weekday morning and evening peak hours resulting in approximately 1 additional vehicle trip every 4 minutes – an increase that is imperceptible to the average motorist. Access-related improvements are recommended that are aimed at enhancing driveway operations and/or travel safety.

Independent of the project, MDM recommends the installation of additional One-way signs and supplemental pavement markings along Crowninshield Road near Adams Street and Commonwealth Avenue to reinforce the one-way operation of Crowninshield Road.

PROJECT DESCRIPTION

Existing Conditions

The project site is situated along the westerly side of Crowninshield Road in the northwest quadrant of the Crowninshield Road/Adams Street intersection in Brookline, Massachusetts. The location of the site relative to adjacent roadways is shown in **Figure 1**. A vacant single family home exists on the property. Vehicle access to the site is provided via a curb cut along Crowninshield Road, just north of Adams Street. The site is also served by an existing network of sidewalks within the neighborhood and nearby Commonwealth Avenue.

Proposed Conditions

Under the proposed development plan, the existing on-site structures will be replaced by a 20-unit residential apartment building. A single driveway will be located across from Adams Street and will provide vehicle access and egress to/from the site. A total of 18 off-street parking spaces will be provided to support the proposed use. A preliminary site plan prepared by The MZO Group is shown in **Figure 2**.

STUDY INTERSECTION

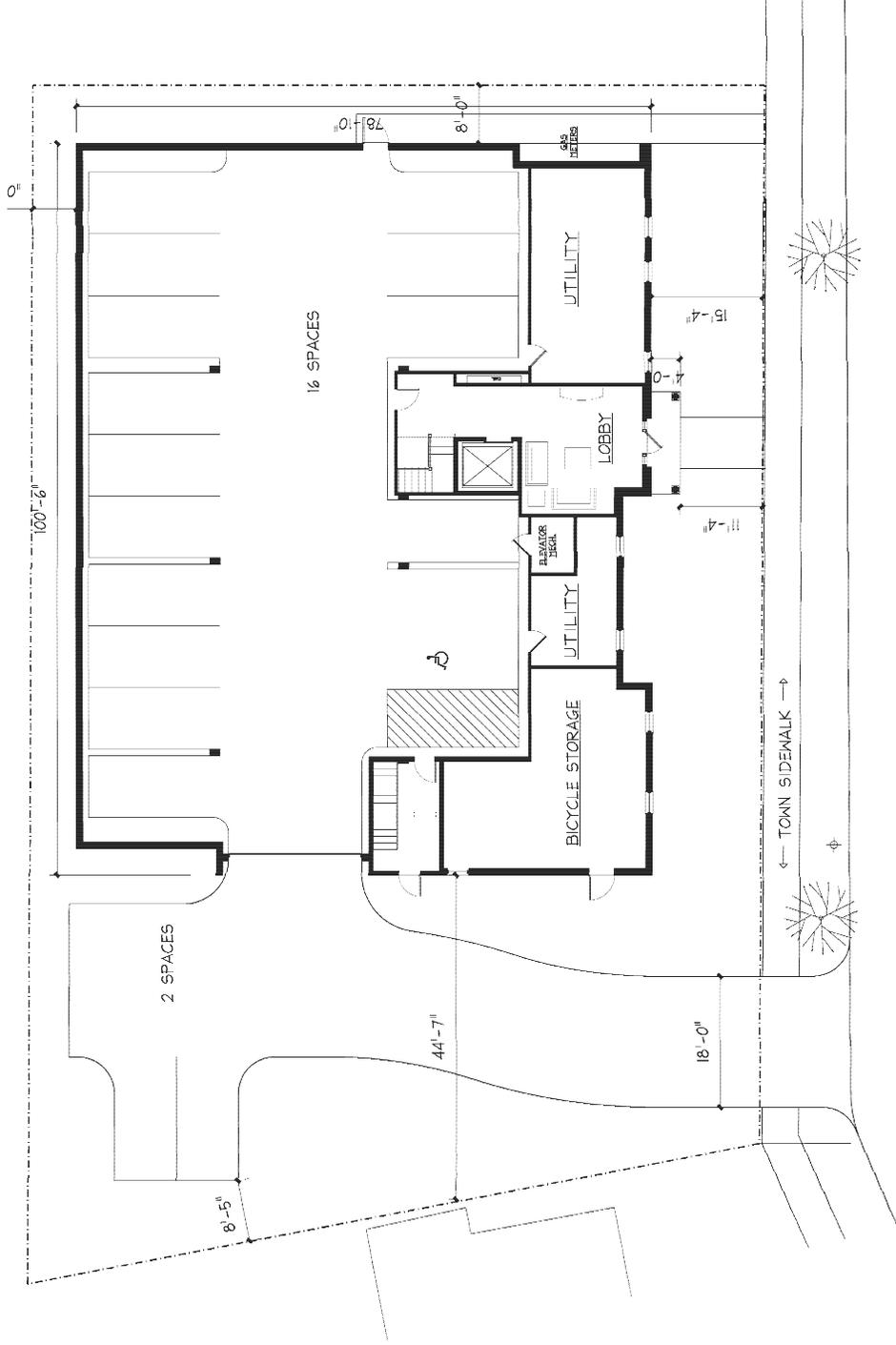
This TIA evaluates transportation characteristics of roadways and intersections that provide a primary means of access to the site, and that could potentially sustain a measurable level of traffic impact from the development. The study area includes the following intersection, which is also identified in **Figure 1**:

- Crowninshield Road at Adams Street/Site Driveway (Unsignalized)



Figure 1

Site Location



Crowningshield Road

North

Scale: Not to Scale

MDM TRANSPORTATION CONSULTANTS, INC.
Planners & Engineers

Site Plan Source: The MZO Group
Figure 2

Preliminary Site Layout

The site is located along Crowninshield Road at its intersection with Adams Street. According to the Massachusetts Department of Transportation (MassDOT), Crowninshield Road and Adams Street are under local (City of Brookline) jurisdiction. Crowninshield Road is approximately 28 feet wide and is restricted to one-way travel in the northbound direction between Pleasant Street and Commonwealth Avenue. Adams Street is approximately 24 feet wide, is a two-way roadway and forms at T-type intersection with Crowninshield Road. Sidewalks are provided on each side of Crowninshield Road and Adams Street with on-street parking prohibited along both roadways.

BASELINE TRAFFIC DATA

Traffic volume data was collected at the study locations during the weekday morning (7:00 AM – 9:00 AM) and weekday evening (4:00 PM – 6:00 PM) peak periods to coincide with peak periods of site activity and commuter traffic hours. Traffic data used in this evaluation was collected in April 2015. The weekday morning and evening peak hour baseline traffic volume networks for the study intersections are shown in **Figure 3**. Traffic count data is provided in the **Attachments**.

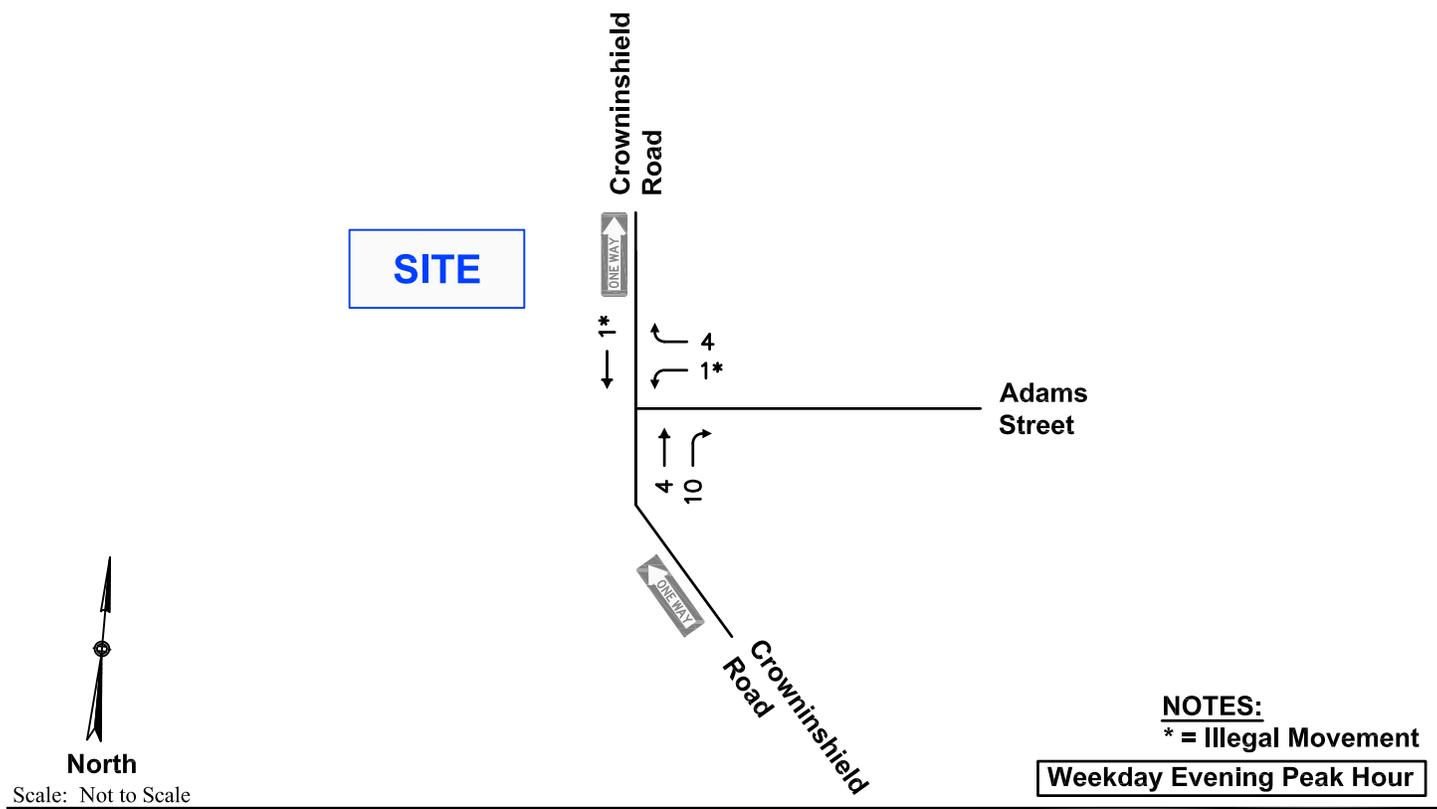
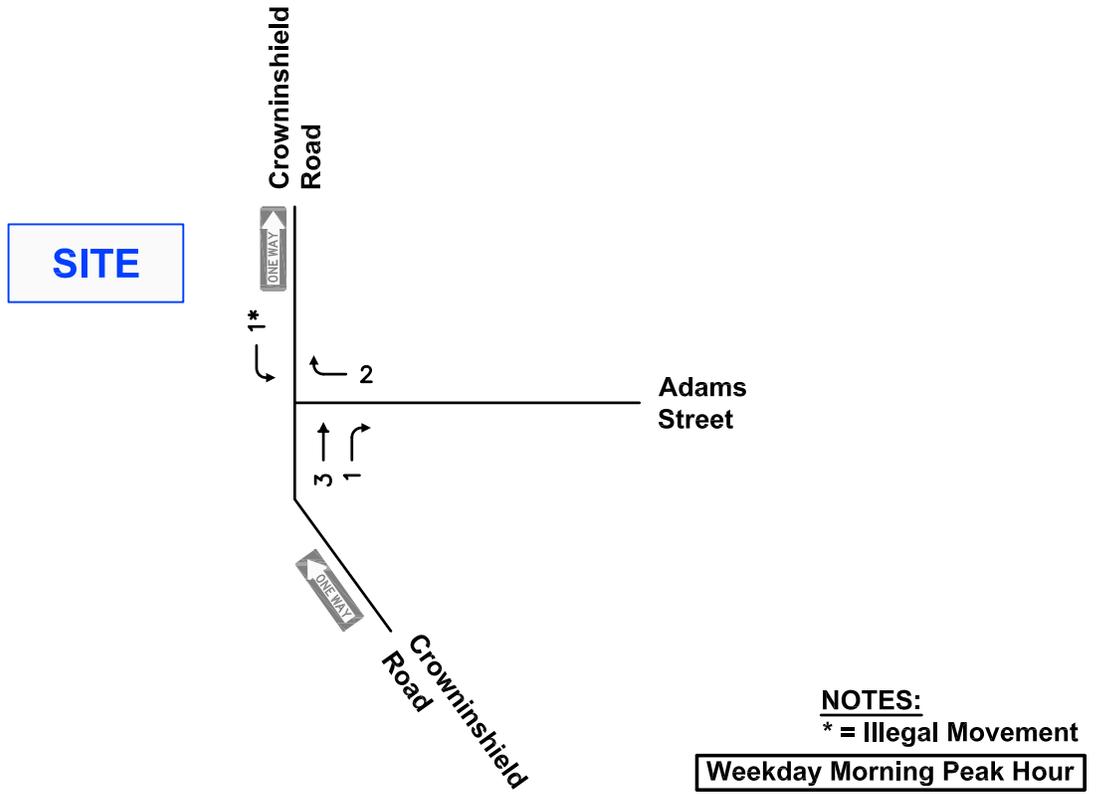
INTERSECTION CRASH HISTORY

Crash trends and safety characteristics for study area intersection was evaluated using the MassDOT crash database for the Town of Brookline for the four-year period 2010 through 2013 (the most recent available data).

Crash rates are calculated for the study area intersection. The calculated crash rate quantifies the number of crashes per million entering vehicles. MassDOT has determined the official District 6 (which includes the City of Brookline) crash rate to be 0.58 for unsignalized intersection. This rate represents MassDOT's "average" crash experience for District 6 communities and serves as a basis for comparing reported crash rates for the study intersection. Where calculated crash rates notably exceed the district average, some form of safety countermeasures may be warranted for further evaluation.

- *Crowninshield Road at Adams Street*. There were no reported crashes at the intersection of Adams Street with Crowninshield Road during the four-year study period.

In summary, the study intersection experienced a crash rate below the District 6 average and no immediate safety countermeasures are warranted based on the crash history at the study intersection or its immediate proximity along Crowninshield Road. Nevertheless, MDM recommends the installation of additional One-way signs and supplemental pavement markings along Crowninshield Road near Adams Street and Commonwealth Avenue to reinforce the one-way operation of Crowninshield Road.



Scale: Not to Scale

Figure 3

2015 Baseline Conditions

TRIP GENERATION

Future Design Year traffic conditions on area roadways are developed by estimating additional vehicle trips associated with the proposed residential development, estimating likely travel patterns for these new trips and adding the resulting trips to the Existing (Baseline) traffic networks. Specific methodologies and assumptions used to estimate trips and trip distribution are discussed below.

Residential Trip Generation Estimates

The trip generation estimates for the proposed residential use are provided for the weekday morning and weekday evening peak periods, which correspond to the critical analysis periods for the proposed use and adjacent street traffic flow. New traffic generated by the project was estimated using trip rates published in ITE's *Trip Generation*¹ for Land Use Code (LUC) 230 (Residential Condominium/Townhouse). Although the site is in close proximity to area public transportation services, no credit (reduction) was taken for non-auto transportation use to present a conservative (worst-case) analysis. However, based on a preliminary review of US Census Journey-to-work statistics, the site trip generation estimate could be reduced by as much as fifty-percent to account for the use of public transportation, bicycles and walking modes in this area of Brookline.

Table 1 presents a conservative trip-generation estimate for the proposed development based on ITE methodology.

As summarized in **Table 1**, the proposed development is estimated to generate approximately 14 vehicle trips (2 entering and 12 exiting) during the weekday morning peak hour and 16 vehicle trips (11 entering and 5 exiting) during the weekday evening peak hour. On a daily basis, the proposed residential use is estimated to generate approximately 158 vehicle trips on a weekday with 50 percent entering and exiting. This estimate provides a conservative analysis as it does not take into consideration non-auto related site trips. Trip generation calculations are provided in the **Attachments**.

¹*Trip Generation*, Ninth Edition; Institute of Transportation Engineers; Washington, DC; 2012.

**TABLE 1
TRIP-GENERATION SUMMARY**

<i>Peak Hour/ Direction of Travel</i>	<i>Site Trips (ITE)¹</i>
<i>Weekday Morning Peak Hour:</i>	
Entering	2
<u>Exiting</u>	<u>12</u>
Total	14
<i>Weekday Evening Peak Hour:</i>	
Entering	11
<u>Exiting</u>	<u>5</u>
Total	16
<i>Weekday Daily:</i>	158

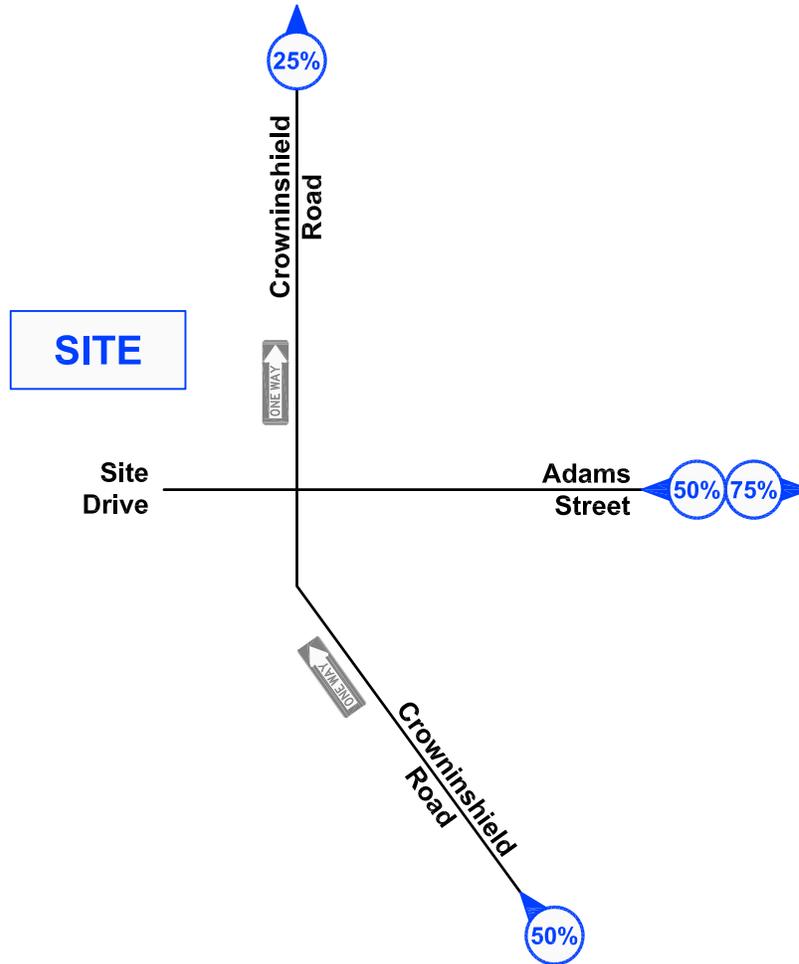
¹Based on ITE LUC 230 (Residential Condominium/Townhouse) trip rates applied 20 units.

TRIP DISTRIBUTION

The distribution for projected traffic for the residential development is primarily influenced by the neighborhood's one-way travel restriction and is also based on existing traffic patterns and the efficiency of roadways leading to the site. The resulting trip distribution is presented in **Figure 4**.

DESIGN YEAR TRAFFIC VOLUMES

Future Design Year condition traffic volumes were arrived at by adding development-specific traffic volumes to the weekday morning and weekday evening baseline traffic volume networks. As such, **Figure 5** presents the Design Year traffic volumes for the proposed development based on the standard-industry trip rates published by ITE as presented in **Table 1** and projected travel patterns presented in **Figure 4**.

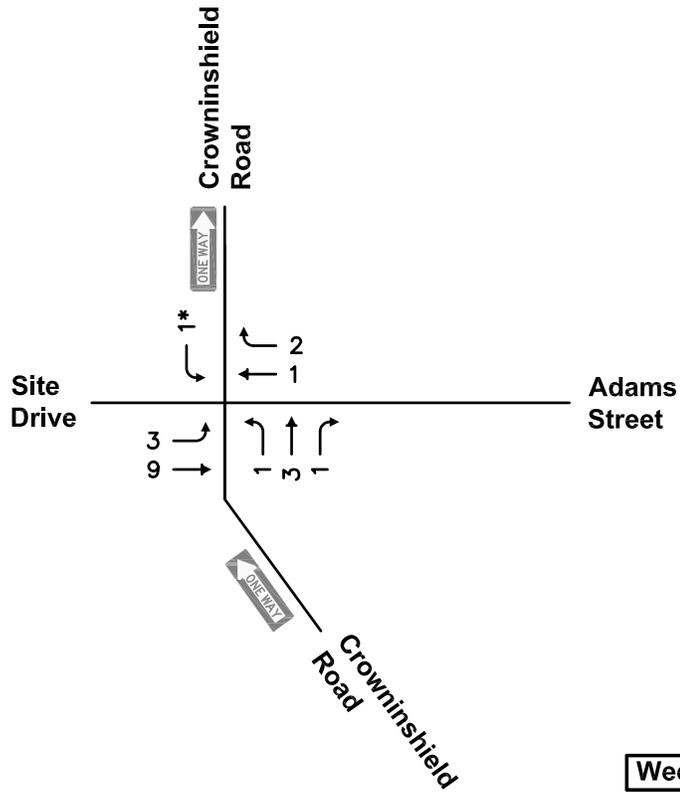


North

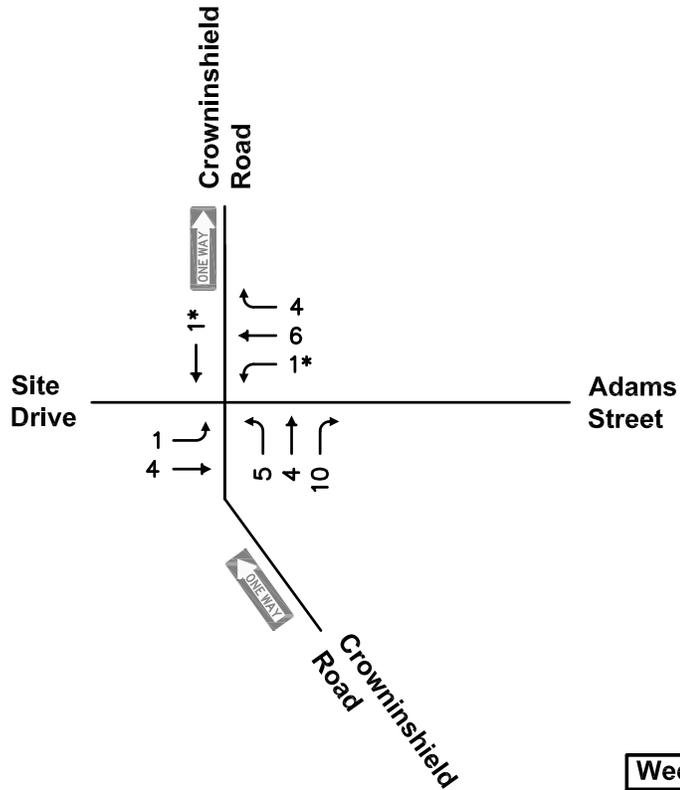
Scale: Not to Scale

NOTES:
NEGL. = Negligible
* = Illegal Movement

SITE	
Enter	2
Exit	12
Total	14



SITE	
Enter	11
Exit	5
Total	16



North

Scale: Not to Scale

Figure 5

2015 Build Conditions

INTERSECTION OPERATIONS

Intersection capacity analyses are presented in this section for the Existing (Baseline) and Design Year traffic-volume conditions. Capacity analyses, conducted in accordance with EEA/MassDOT guidelines, provide an index of how well the roadway facilities serve the traffic demands placed upon them. Capacity analysis of intersections is developed using the Synchro® Version 8 computer software, which implements the methods of the 2010 Highway Capacity Manual (HCM). The resulting analysis presents a level-of-service (LOS) designation for individual intersection movements. The LOS is a letter designation that provides a qualitative measure of operating conditions based on several factors including roadway geometry, speeds, ambient traffic volumes, traffic controls, and driver characteristics. Since the LOS of a traffic facility is a function of the traffic flows placed upon it, such a facility may operate at a wide range of LOS, depending on the time of day, day of week, or period of year. A range of six levels of service are defined on the basis of average delay, ranging from LOS A (the least delay) to LOS F (delays greater than 50 seconds for unsignalized movements). The specific control delays and associated LOS designations are presented in the **Attachments**.

The capacity analysis results for the study area intersections are summarized in **Table 2** and **Table 3** for the Existing (Baseline) and Design Year weekday morning and weekday evening peak hours, respectively. Detailed analysis results are presented in the **Appendix**.

TABLE 2
INTERSECTION CAPACITY ANALYSIS RESULTS
WEEKDAY MORNING PEAK HOUR

Intersection	Approach	Existing (Baseline)			Design Year		
		v/c ¹	Delay ²	LOS ³	v/c	Delay	LOS
Crowninshield Road at Adams Street/Site Driveway	Eastbound	N/A	N/A	N/A	0.00	<5	A
	Westbound	0.00	8.3	A	0.00	<5	A
	Northbound	0.00	<5	A	0.00	<5	A
	Southbound	0.00	7.2	A	0.00	7.2	A

¹Volume-to-capacity ratio

²Average control delay per vehicle (in seconds)

³Level of service

TABLE 3
INTERSECTION CAPACITY ANALYSIS RESULTS
WEEKDAY EVENING PEAK HOUR

Intersection	Approach	Existing (Baseline)			Design Year		
		v/c ¹	Delay ²	LOS ³	v/c	Delay	LOS
Crowninshield Road at Adams Street/Site Driveway	Eastbound	N/A	N/A	N/A	0.00	9.1	A
	Westbound	0.00	8.4	A	0.00	8.9	A
	Northbound	0.00	<5	A	0.00	<5	A
	Southbound	0.00	<5	A	0.00	<5	A

¹Volume-to-capacity ratio

²Average control delay per vehicle (in seconds)

³Level of service

As summarized in **Table 2** and **Table 3**:

- Crowninshield Road at Adams Street/Site Driveway: Baseline operating levels at the Crowninshield Road/Adams Street intersection are at LOS A. Mainline operations along the Crowninshield Street approaches to the intersection operate unimpeded at LOS A operations. With the proposed residential development in place, the Adams Street and Site Driveway approaches to the intersection are expected to operate well below capacity at LOS A or better operations. Mainline operations will continue to be unimpeded at LOS A operations.

In summary, the proposed residential project will have no material impact on traffic operating conditions at the study intersections. Incremental traffic increases through the study roadways due to the project amount to 16 vehicle trips or less during peak hours resulting in 1 additional vehicle trip approximately every 4 minutes – an increase that is imperceptible to the average motorist.

CONCLUSIONS AND RECOMMENDATIONS

Capacity analysis indicates that incremental traffic increases due to the proposed residential development are expected to have minor consequence to traffic flow along Crowninshield Road and Adams Street with the proposed residential project having no material impact on traffic operating conditions at the study intersection. Review of safety data for the study intersections indicate that no safety countermeasures are warranted based on a review of historical crash data.

In order to enhance traffic operations and/or travel safety in the study area, MDM recommends the following access-related improvements:

- *Crowninshield Road at Adams Street/Site Parking Lot Driveway.* MUTCD compliant signs and pavement markings are recommended at the driveway. Signs and pavement markings should including a “STOP” sign (R1-1) and STOP line pavement markings.
- *Sight Line Triangles.* MDM recommends that any plantings (shrubs/bushes/trees) or structures (fences, walls, signs, etc.) be maintained at a height of 2 feet or less within the Crowninshield Road layout at the site driveway intersection to ensure clear sight lines to approaching traffic.
- *Site Parking.* In order to ensure an adequate parking supply at the site, MDM recommends that “Permit Only” parking signs be installed in the site parking lot to discourage use by non-residents.
- *Crowninshield Road:* Installation of additional One-way signs and pavement markings along Crowningshield Road near Adams Street and Commonwealth Avenue to reinforce one-way operation of Crowninshield Road.

In summary, the proposed residential development will have no material impact on traffic operating conditions at the study intersections. Traffic increases through the study roadways due to the project amount to 16 vehicle trips (worst-case) or less during peak hours resulting in 1 additional vehicle trip approximately every 4 minutes – an increase that is imperceptible to the average motorist.

Attachments

- Traffic Volume Data
- Trip Generation Data
- US Census Data
- Intersection Capacity Analyses

□ Traffic Volume Data

MDM Transportation Consultants, Inc.

28 Lord Road, Suite 280
Marlborough, MA

N/S: Crowninshield Road
E/W: Adams Street
Brookline, MA

File Name : 826 Crowninshield Rd at Adams St AM
Site Code : 00000826
Start Date : 4/15/2015
Page No : 1

Groups Printed-

Start Time	Crowninshield Road From North				Adams Street From East				Crowninshield Road From South				Int. Total
	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 AM	0	2	0	2	0	0	0	0	0	0	0	0	2
07:30 AM	0	0	0	0	1	0	0	1	0	0	0	0	1
07:45 AM	0	1	0	1	1	0	0	1	0	0	0	0	2
Total	0	3	0	3	2	0	0	2	0	0	0	0	5
08:00 AM	0	0	0	0	1	0	0	1	0	0	0	0	1
08:15 AM	0	0	0	0	0	0	0	0	0	2	0	2	2
08:30 AM	0	0	0	0	0	0	0	0	1	1	0	2	2
08:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	1	0	0	1	1	3	0	4	5
Grand Total	0	3	0	3	3	0	0	3	1	3	0	4	10
Apprch %	0	100	0		100	0	0		25	75	0		
Total %	0	30	0	30	30	0	0	30	10	30	0	40	

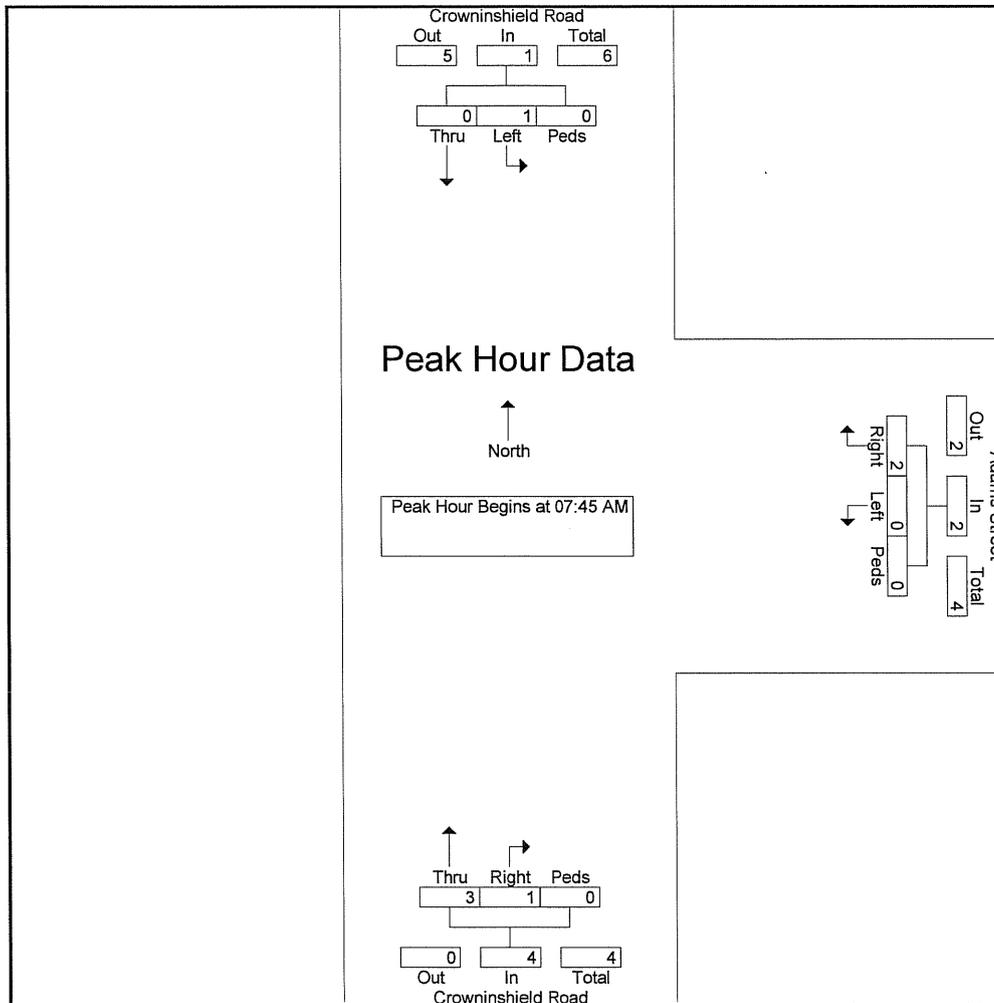
MDM Transportation Consultants, Inc.

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E/W: Adams Street
Brookline, MA

File Name : 826 Crowninshield Rd at Adams St AM
Site Code : 00000826
Start Date : 4/15/2015
Page No : 2

Start Time	Crowninshield Road From North				Adams Street From East				Crowninshield Road From South				Int. Total
	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 07:45 AM													
07:45 AM	0	1	0	1	1	0	0	1	0	0	0	0	2
08:00 AM	0	0	0	0	1	0	0	1	0	0	0	0	1
08:15 AM	0	0	0	0	0	0	0	0	0	2	0	2	2
08:30 AM	0	0	0	0	0	0	0	0	1	1	0	2	2
Total Volume	0	1	0	1	2	0	0	2	1	3	0	4	7
% App. Total	0	100	0		100	0	0		25	75	0		
PHF	.000	.250	.000	.250	.500	.000	.000	.500	.250	.375	.000	.500	.875



MDM Transportation Consultants, Inc.

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Site Code : 00000826
Start Date : 4/15/2015
Page No : 1

Groups Printed-

Start Time	Crowninshield Road From North				Adams Street From East				Crowninshield Road From South				Int. Total
	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	
04:00 PM	0	0	0	0	1	0	0	1	0	2	0	2	3
04:15 PM	0	0	0	0	1	0	0	1	0	0	0	0	1
*** BREAK ***													
04:45 PM	0	0	0	0	1	0	0	1	4	1	0	5	6
Total	0	0	0	0	3	0	0	3	4	3	0	7	10
05:00 PM	0	0	0	0	1	1	0	2	0	0	0	0	2
05:15 PM	0	0	0	0	0	0	0	0	3	3	0	6	6
05:30 PM	1	0	0	1	2	0	0	2	3	0	0	3	6
05:45 PM	0	0	0	0	0	0	0	0	1	2	0	3	3
Total	1	0	0	1	3	1	0	4	7	5	0	12	17
Grand Total	1	0	0	1	6	1	0	7	11	8	0	19	27
Apprch %	100	0	0		85.7	14.3	0		57.9	42.1	0		
Total %	3.7	0	0	3.7	22.2	3.7	0	25.9	40.7	29.6	0	70.4	

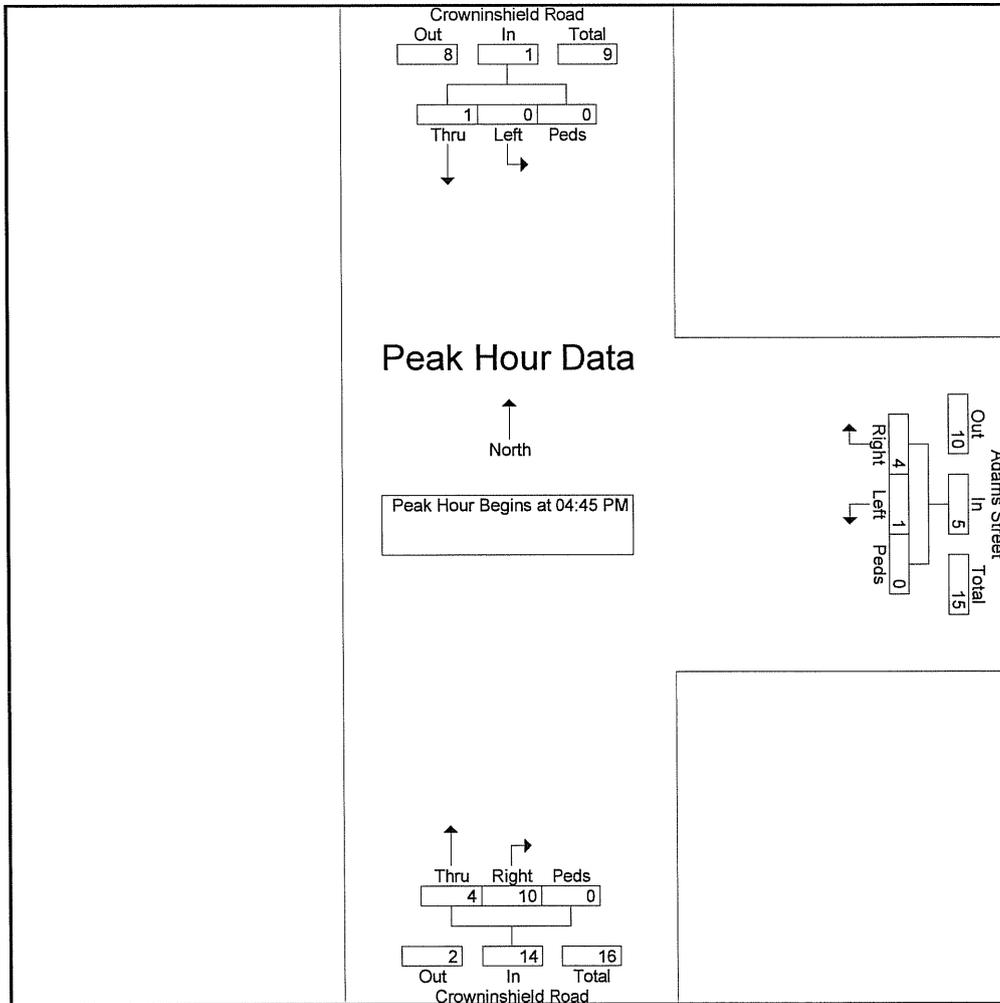
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Start Time	Crowninshield Road From North				Adams Street From East				Crowninshield Road From South				Int. Total
	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 04:45 PM													
04:45 PM	0	0	0	0	1	0	0	1	4	1	0	5	6
05:00 PM	0	0	0	0	1	1	0	2	0	0	0	0	2
05:15 PM	0	0	0	0	0	0	0	0	3	3	0	6	6
05:30 PM	1	0	0	1	2	0	0	2	3	0	0	3	6
Total Volume	1	0	0	1	4	1	0	5	10	4	0	14	20
% App. Total	100	0	0		80	20	0		71.4	28.6	0		
PHF	.250	.000	.000	.250	.500	.250	.000	.625	.625	.333	.000	.583	.833



□ Trip Generation Data

Institute of Transportation Engineers (ITE) 9th Edition
Land Use Code (LUC) 230 - Residential Condominium/Townhouse

Average Vehicle Trips Ends vs: Dwelling Units
Independent Variable (X): 20

AVERAGE WEEKDAY DAILY

$$\ln T = 0.870 \ln (X) + 2.46$$

$$\ln T = 0.870 \ln 20 + (2.46)$$

$$\ln T = 5.07$$

$$T = 158.58$$

$$T = 158 \text{ vehicle trips}$$

with 50% (79 vpd) entering and 50% (79 vpd) exiting.

WEEKDAY MORNING PEAK HOUR OF ADJACENT STREET TRAFFIC

$$\ln T = 0.80 \ln (X) + 0.26$$

$$\ln T = 0.80 \ln 20 + (0.26)$$

$$\ln T = 2.66$$

$$T = 14.25$$

$$T = 14 \text{ vehicle trips}$$

with 17% (2 vph) entering and 83% (12 vph) exiting.

WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

$$\ln T = 0.82 \ln (X) + 0.32$$

$$\ln T = 0.82 \ln 20 + (0.32)$$

$$\ln T = 2.78$$

$$T = 16.06$$

$$T = 16 \text{ vehicle trips}$$

with 67% (11 vph) entering and 33% (5 vph) exiting.

**Institute of Transportation Engineers (ITE) 9th Edition
Land Use Code (LUC) 220 - Apartment**

Average Vehicle Trips Ends vs: Dwelling Units
Independent Variable (X): 20

AVERAGE WEEKDAY DAILY

$$T = 6.65 * X$$

$$T = 6.65 * 20$$

$$T = 133.00$$

T = 134 vehicle trips

with 50% (67 vpd) entering and 50% (67 vpd) exiting.

WEEKDAY MORNING PEAK HOUR OF ADJACENT STREET TRAFFIC

$$T = 0.51 * X$$

$$T = 0.51 * 20$$

$$T = 10.20$$

T = 10 vehicle trips

with 20% (2 vph) entering and 80% (8 vph) exiting.

WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

$$T = 0.62 * X$$

$$T = 0.62 * 20$$

$$T = 12.40$$

T = 12 vehicle trips

with 65% (8 vph) entering and 35% (4 vph) exiting.

SATURDAY DAILY

$$T = 6.39 * X$$

$$T = 6.39 * 20$$

$$T = 127.80$$

T = 128 vehicle trips

with 50% (64 vpd) entering and 50% (64 vpd) exiting.

SATURDAY MIDDAY PEAK HOUR OF GENERATOR

$$T = 0.52 * X$$

$$T = 0.52 * 20$$

$$T = 10.40$$

T = 10 vehicle trips

with 50% (5 vph) entering and 50% (5 vph) exiting.

□ US Census Data



B08301

MEANS OF TRANSPORTATION TO WORK

Universe: Workers 16 years and over
2009-2013 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

	Census Tract 4002, Norfolk County, Massachusetts	
	Estimate	Margin of Error
Total:	2,884	+/-366
Car, truck, or van:	1,102	+/-282
Drove alone	1,004	+/-268
Carpooled:	98	+/-70
In 2-person carpool	56	+/-66
In 3-person carpool	28	+/-31
In 4-person carpool	0	+/-17
In 5- or 6-person carpool	0	+/-17
In 7-or-more-person carpool	14	+/-19
Public transportation (excluding taxicab):	912	+/-247
Bus or trolley bus	131	+/-75
Streetcar or trolley car (carro publico in Puerto Rico)	114	+/-69
Subway or elevated	624	+/-220
Railroad	43	+/-49
Ferryboat	0	+/-17
Taxicab	0	+/-17
Motorcycle	0	+/-17
Bicycle	169	+/-74
Walked	559	+/-172
Other means	15	+/-25
Worked at home	127	+/-91

← 35% SOV

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Workers include members of the Armed Forces and civilians who were at work last week.

While the 2009-2013 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

Explanation of Symbols:

1. An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.

2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.

3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.

4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.

5. An '***' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.

6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.

7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.

8. An '(X)' means that the estimate is not applicable or not available.

□ Capacity Analyses

LEVEL OF SERVICE METHODOLOGY

Capacity analysis of intersections is developed using the Synchro® computer software, which implements the methods of the 2010 Highway Capacity Manual (HCM). The resulting analysis presents a level-of-service (LOS) designation for individual intersection movements and (for signalized intersections) for the entire intersection. The LOS is a letter designation that provides a qualitative measure of operating conditions based on several factors including roadway geometry, speeds, ambient traffic volumes, traffic controls, and driver characteristics. Since the LOS of a traffic facility is a function of the traffic flows placed upon it, such a facility may operate at a wide range of LOS, depending on the time of day, day of week, or period of year. A range of six levels of service are defined on the basis of average delay, ranging from LOS A (the least delay) to LOS F (delays greater than 50 seconds for unsignalized movements, and greater than 80 seconds for signalized movements).

Signalized Intersection Performance Measures

The six LOS designations for signalized intersections may be described as follows:

- *LOS A* describes operations with low control delay; most vehicles do not stop at all.
- *LOS B* describes operations with relatively low control delay. However, more vehicles stop than LOS A.
- *LOS C* describes operations with higher control delays. Individual cycle failures may begin to appear. The number of vehicles stopping is significant at this level, although many still pass through the intersection without stopping.
- *LOS D* describes operations with control delay in the range where the influence of congestion becomes more noticeable. Many vehicles stop and individual cycle failures are noticeable.
- *LOS E* describes operations with high control delay values. Individual cycle failures are frequent occurrences.
- *LOS F* describes operations with high control delay values that often occur with over-saturation. Poor progression and long cycle lengths may also be major contributing causes to such delay levels.

The LOS for signalized intersections are calculated using the operational analysis methodology of the 2010 *Highway Capacity Manual*.¹ This method assesses the effects of signal type, timing, phasing, and progression; vehicle mix; and geometrics on delay. LOS designations are based on the criterion of control or signal delay per vehicle. Control or signal delay is a measure of driver discomfort, frustration, and fuel consumption, and includes initial deceleration delay approaching the traffic signal, queue move-up time, stopped delay and final acceleration delay. **Table A1** summarizes the relationship between LOS and control delay. The tabulated control delay criterion may be applied in assigning LOS designations to individual lane groups, to individual intersection approaches, or to entire intersections.

Table A1
LEVEL-OF-SERVICE CRITERIA
FOR SIGNALIZED INTERSECTIONS¹

Control (Signal) Delay per Vehicle (seconds per vehicle)	Level of Service	
	v/c ≤ 1	v/c > 1
≤10.0	A	F
10.1 to 20.0	B	F
20.1 to 35.0	C	F
35.1 to 55.0	D	F
55.1 to 80.0	E	F
>80.0	F	F

¹Source: *Highway Capacity Manual 2010*, Transportation Research Board; Washington, DC; 2010.

Unsignalized Intersection Performance Measures

The six LOS designations for unsignalized intersections may be described as follows:

- *LOS A* represents a condition with little or no control delay to minor street traffic.
- *LOS B* represents a condition with short control delays to minor street traffic.
- *LOS C* represents a condition with average control delays to minor street traffic.
- *LOS D* represents a condition with long control delays to minor street traffic.
- *LOS E* represents operating conditions at or near capacity level, with very long control delays to minor street traffic.
- *LOS F* represents a condition where minor street demand volume exceeds capacity of an approach lane, with extreme control delays resulting.

The LOS designations of unsignalized intersections are determined by application of a procedure described in the 2010 *Highway Capacity Manual*.² LOS is measured in terms of average control delay. Mathematically, control delay is a function of the capacity and degree of saturation of the lane group and/or approach under study and is a quantification of motorist delay associated with traffic control devices such as traffic signals and STOP signs. Control delay includes the effects of initial deceleration delay approaching a STOP sign, stopped delay, queue move-up time, and final acceleration delay from a stopped condition. Definitions for LOS at unsignalized intersections are also given in the *Highway Capacity Manual 2010*. **Table A2** summarizes the relationship between LOS and average control delay.

Table A2
LEVEL-OF-SERVICE CRITERIA FOR
UNSIGNALIZED INTERSECTIONS¹

Average Control Delay (seconds per vehicle)	Level of Service	
	$v/c \leq 1$	$v/c > 1$
≤ 10.0	A	F
10.1 to 15.0	B	F
15.1 to 25.0	C	F
25.1 to 35.0	D	F
35.1 to 50.0	E	F
>50.0	F	F

¹Source: *Highway Capacity Manual 2010*, Transportation Research Board; Washington, DC; 2010.

² *ibid*

Intersection

Int Delay, s/veh 3.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Vol, veh/h	0	2	3	1	1	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	0	2	3	1	1	0

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	6	4	0	0	5	0
Stage 1	4	-	-	-	-	-
Stage 2	2	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	1021	1085	-	-	1630	-
Stage 1	1024	-	-	-	-	-
Stage 2	1026	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	1020	1085	-	-	1630	-
Mov Cap-2 Maneuver	1020	-	-	-	-	-
Stage 1	1024	-	-	-	-	-
Stage 2	1025	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.3	0	7.2
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	1085	1630	-
HCM Lane V/C Ratio	-	-	0.002	0.001	-
HCM Control Delay (s)	-	-	8.3	7.2	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0	0	-

Intersection

Int Delay, s/veh 2.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Vol, veh/h	1	4	4	10	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	83	83	83	83	83	83
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	1	5	5	12	0	1

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	12	11	0	0	17	0
Stage 1	11	-	-	-	-	-
Stage 2	1	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	1013	1076	-	-	1613	-
Stage 1	1017	-	-	-	-	-
Stage 2	1028	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	1013	1076	-	-	1613	-
Mov Cap-2 Maneuver	1013	-	-	-	-	-
Stage 1	1017	-	-	-	-	-
Stage 2	1028	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.4	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	- 1063	1613	-
HCM Lane V/C Ratio	-	- 0.006	-	-
HCM Control Delay (s)	-	- 8.4	0	-
HCM Lane LOS	-	- A	A	-
HCM 95th %tile Q(veh)	-	- 0	0	-

HCM 2010 TWSC
1: Crowninshield Road & Adams Street

2015 Design Year Conditions
Weekday Morning Peak Hour

Intersection

Int Delay, s/veh 0.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Vol, veh/h	3	9	0	0	1	2	1	3	1	1	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	0	2	0	2	0	0	0	0	2
Mvmt Flow	4	11	0	0	1	2	1	4	1	1	0	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	10	9	0	14	8	4	0	0	0	5	0	0
Stage 1	2	2	-	6	6	-	-	-	-	-	-	-
Stage 2	8	7	-	8	2	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.1	6.52	6.2	4.12	-	-	4.1	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.1	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.1	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.5	4.018	3.3	2.218	-	-	2.2	-	-
Pot Cap-1 Maneuver	1008	886	-	1007	887	1085	-	-	-	1630	-	-
Stage 1	1021	894	-	1021	891	-	-	-	-	-	-	-
Stage 2	1013	890	-	1019	894	-	-	-	-	-	-	-
Platoon blocked, %												
Mov Cap-1 Maneuver	1004	885	-	-	886	1085	-	-	-	1630	-	-
Mov Cap-2 Maneuver	1004	885	-	-	886	-	-	-	-	-	-	-
Stage 1	1021	893	-	1021	891	-	-	-	-	-	-	-
Stage 2	1009	890	-	1006	893	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s				7.2
HCM LOS	-	-		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	-	-	-	-	-	1630	-	-
HCM Lane V/C Ratio	-	-	-	-	-	0.001	-	-
HCM Control Delay (s)	-	-	-	-	-	7.2	0	-
HCM Lane LOS	-	-	-	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	-	-	-	0	-	-

HCM 2010 TWSC
 1: Crowninshield Road & Adams Street

2015 Design Year Conditions
 Weekday Evening Peak Hour

Intersection

Int Delay, s/veh 5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Vol, veh/h	1	4	0	1	6	4	5	4	10	0	1	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	2	2	2	0	2	0	2	0	0	0	0	2
Mvmt Flow	1	5	0	1	7	5	6	5	12	0	1	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	30	30	1	27	24	11	1	0	0	17	0	0
Stage 1	1	1	-	23	23	-	-	-	-	-	-	-
Stage 2	29	29	-	4	1	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.1	6.52	6.2	4.12	-	-	4.1	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.1	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.1	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.5	4.018	3.3	2.218	-	-	2.2	-	-
Pot Cap-1 Maneuver	979	863	1084	988	869	1076	1622	-	-	1613	-	-
Stage 1	1022	895	-	1000	876	-	-	-	-	-	-	-
Stage 2	988	871	-	1024	895	-	-	-	-	-	-	-
Platoon blocked, %												
Mov Cap-1 Maneuver	965	860	1084	981	866	1076	1622	-	-	1613	-	-
Mov Cap-2 Maneuver	965	860	-	981	866	-	-	-	-	-	-	-
Stage 1	1018	895	-	996	872	-	-	-	-	-	-	-
Stage 2	972	868	-	1018	895	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.1	8.9	1.9	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1622	-	-	879	943	1613	-	-
HCM Lane V/C Ratio	0.004	-	-	0.007	0.014	-	-	-
HCM Control Delay (s)	7.2	0	-	9.1	8.9	0	-	-
HCM Lane LOS	A	A	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0	0	-	-



LEGEND

- UTILITY POLE
- WATER GATE
- ⊗ HYDRANT
- GAS GATE
- ⊙ SEWER MANHOLE
- ⊕ DRAIN MANHOLE
- ⊖ CATCH BASIN
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- PT#1 PERCOLATION TEST
- 71.4 X SPOT ELEVATION
- (71)— PROPOSED CONTOUR
- - -71- - - EXISTING CONTOUR
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- RD - ROOF DRAIN
- FD - FOUNDATION DRAIN
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- S - SEWER LINE
- G - GAS LINE
- OHW - OVERHEAD WIRE
- X - FENCE
- H - HEDGE
- ▶ MAIN ENTRANCE

DPW APPROVAL
 SITE PLAN #

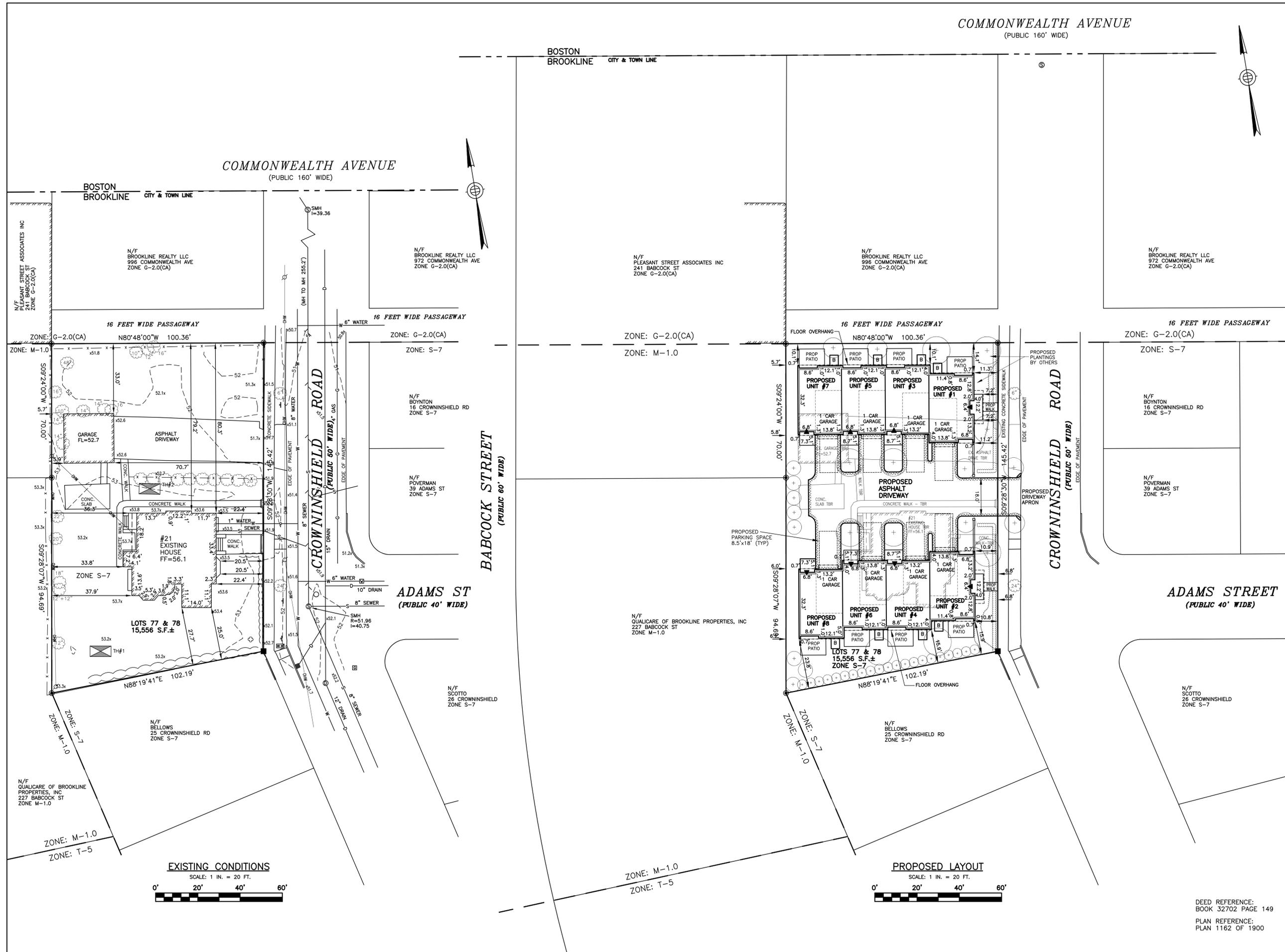
**SITE PLAN OF LAND IN
 BROOKLINE, MA**

21 CROWNINSHIELD ROAD
 OWNER/APPLICANT:
 21 CROWN LLC
 40 WILLIAMS STREET
 BROOKLINE, MA 02446

SCALE: AS NOTED
 DATE: OCTOBER 22, 2015
 DRAWN: ES
 CHECK: BB & MSK

REVISIONS:		
1/6/16	VARIOUS REVISIONS	ES

DEED REFERENCE:
 BOOK 32702 PAGE 149
 PLAN REFERENCE:
 PLAN 1162 OF 1900



EXISTING CONDITIONS
 SCALE: 1 IN. = 20 FT.
 0' 20' 40' 60'

PROPOSED LAYOUT
 SCALE: 1 IN. = 20 FT.
 0' 20' 40' 60'

COMMONWEALTH AVENUE
(PUBLIC 160' WIDE)



EMB
EVERETT M. BROOKS CO.
SURVEYORS & ENGINEERS
49 LEXINGTON STREET
WEST NEWTON, MA 02465
(617) 527-8750
(617) 332-1578 FAX
info@everettbrooks.com

GENERAL NOTES

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- ALL OF THE ROOF RUNOFF FROM THE PROPOSED ROOF SURFACES SHALL BE COLLECTED BY GUTTERS AND DIRECTED TO THE PROPOSED DRAIN CONNECTION.
- EXISTING UTILITY INFORMATION FROM TOWN OF BROOKLINE ENGINEERING PLANS AND RECORDS.
- PROPOSED DRAIN PIPE SHALL BE 6" OR 4" PVC SDR 35.
- PRIOR TO AN OCCUPANCY PERMIT BEING ISSUED, A CERTIFIED AS-BUILT PLAN SHOULD BE SUBMITTED TO THE ENGINEERING DIVISION IN BOTH DIGITAL FORMAT AND HARD COPY AND SEWER DYE TEST IS REQUIRED.
- THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE DESIGN ENGINEER FOR INSPECTIONS OR AS-BUILT LOCATIONS. EVERETT M. BROOKS CO. WILL NOT PROVIDE AS-BUILT CERTIFICATION TO UNINSPECTED BACKFILLED UTILITIES. A MINIMUM OF 48 HOURS NOTICE IS REQUIRED PRIOR TO INSPECTIONS.
- ALL SEWER AND STORM DRAINAGE WORK (EXCEPT PLUMBING) SHALL BE PERFORMED BY A LICENSED DRAIN LAYER (LICENSED BY TOWN OF BROOKLINE WATER AND SEWER DIVISION) AND THE DRAIN LAYER SHALL PULL A PERMIT FOR THE SITE FROM THE WATER AND SEWER DIVISION PRIOR TO BEGINNING WORK. ALL WORK (EXCEPT PLUMBING) SHALL BE INSPECTED BY THE BROOKLINE ENGINEERING DIVISION. APPOINTMENTS ARE SCHEDULED THROUGH BROOKLINE WATER AND SEWER DIVISION (617-730-2170) AND REQUIRE 48 HOURS NOTICE.
- NEW SEWER AND DRAIN CONNECTIONS MUST BE CORED AND ATTACHED WITH AN INSERTA TEE OR APPROVED EQUAL IF FACTORY WYE IS NOT AVAILABLE OR DAMAGED
- A DEEP TEST PIT AND PERCOLATION TEST SHALL BE COMPLETED IN THE AREA OF THE PROPOSED DRAINAGE SYSTEM PRIOR TO CONSTRUCTION. SOIL AND GROUNDWATER CONDITIONS SHALL BE INVESTIGATED TO DETERMINE IF SUBSURFACE CONDITIONS. SOIL INFORMATION SHALL BE SUBMITTED TO THE TOWN AND ENGINEER OF RECORD. THE SYSTEM SHALL BE MODIFIED, IF REQUIRED.
- ALL EXISTING STREET TREES SHALL BE PRESERVED AND PROTECTED, AS REQUIRED.
- ALL UTILITY TRENCHES IN PUBLIC WAYS, CONCRETE SIDEWALKS AND PERMANENT ASPHALT PATCHES IN ROADWAYS SHALL BE IN ACCORDANCE WITH TOWN OF BROOKLINE, MA SPECIFICATIONS.
- PROPOSED RETAINING WALL BY OTHERS.
- EXISTING WATER CONNECTION TO BE CUT AND CAPPED AT THE MAIN.
- PROPOSED GAS CONNECTION PER GAS COMPANY, IF APPLICABLE.
- SEE ARCHITECTURAL PLANS FOR ZONING INFORMATION.

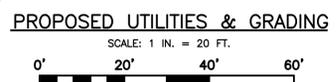
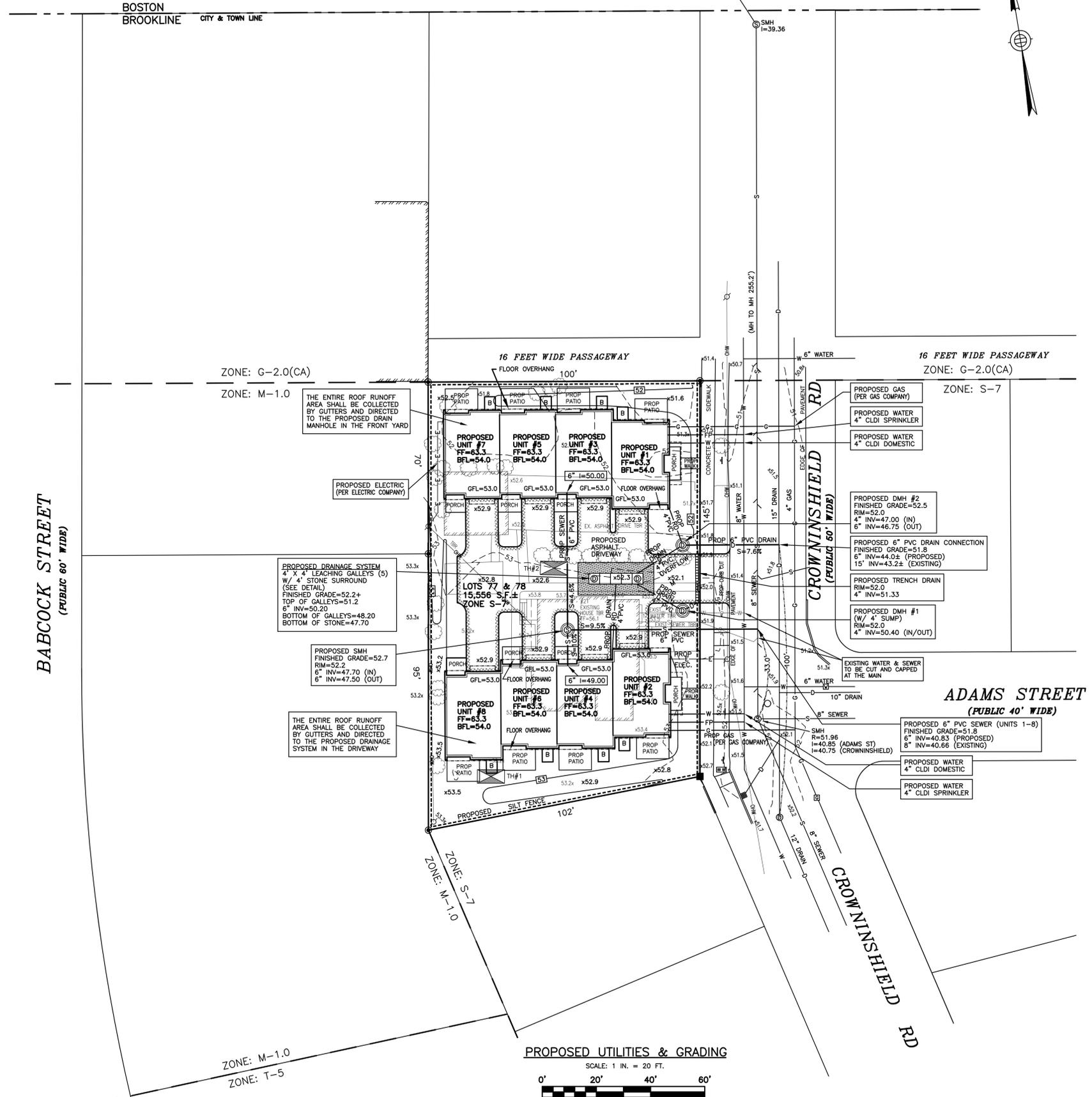
LEGEND

- UTILITY POLE
- WATER GATE
- ⊗ HYDRANT
- ⊕ GAS GATE
- ⊙ SEWER MANHOLE
- ⊖ DRAIN MANHOLE
- ⊚ CATCH BASIN
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- 71- PROPOSED CONTOUR
- 71- EXISTING CONTOUR
- D DRAIN LINE
- RD ROOF DRAIN
- FD FOUNDATION DRAIN
- W WATER LINE
- S SEWER LINE
- G GAS LINE
- OHW OVERHEAD WIRE
- X FENCE
- HEDGE

DPW APPROVAL
SITE PLAN #

SOIL LOG:

SEPTEMBER 1, 2015
TEST HOLE #1 (TH#1)
ELEVATION = 53.2
0-12" A SANDY LOAM 10 YR 3/2
12-30" FILL
30-36" A SANDY LOAM 10 YR 3/2
36-48" B SANDY LOAM 10 YR 5/8
48-84" C CLAY LOAM 2.5 Y 5/4
MOTTLES OBSERVED @ 60" (5 YR 4/6 - 2.5 Y 6/1)
NO GROUNDWATER OBSERVED
NO LEDGE OBSERVED
TEST HOLE #2 (TH#2)
ELEVATION = 53.0
0-60" A/B/FILL
60-96" C CLAY LOAM 2.5 Y 5/4
MOTTLES OBSERVED @ 72"
NO GROUNDWATER OBSERVED
NO LEDGE OBSERVED
PERCOLATION INFORMATION
DESIGN RATE: 60 MPI

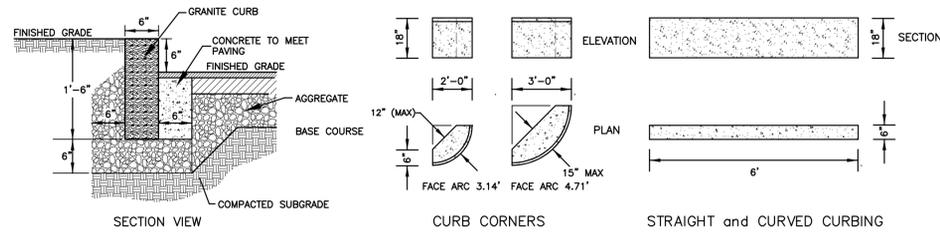


**SITE PLAN OF LAND IN
BROOKLINE, MA**

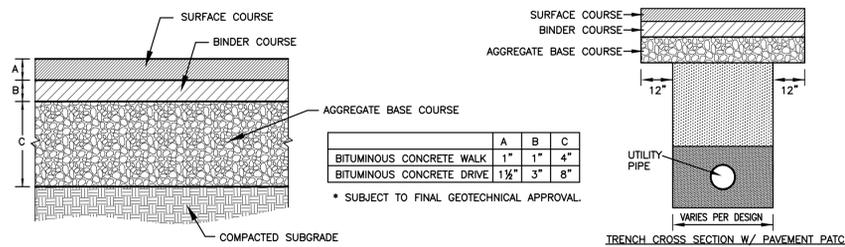
21 CROWNINSHIELD ROAD
OWNER/APPLICANT:
21 CROWN LLC
40 WILLIAMS STREET
BROOKLINE, MA 02446

SCALE: AS NOTED
DATE: OCTOBER 22, 2015
DRAWN: ES
CHECK: BB & MSK

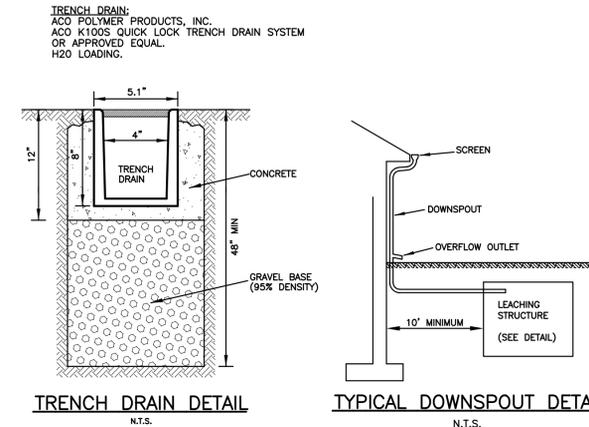
REVISIONS:		
1/6/16	VARIOUS REVISIONS	ES



CUT GRANITE CURB DETAIL
N.T.S.

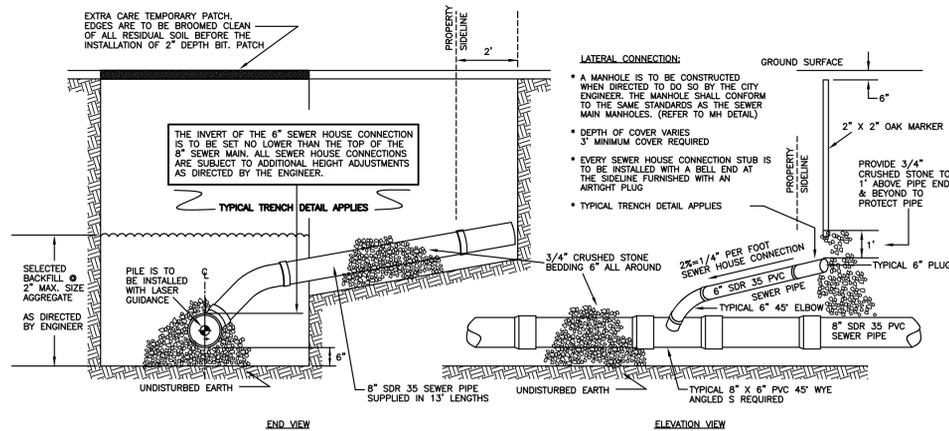


BITUMINOUS CONCRETE PAVING & PATCH DETAIL
N.T.S.

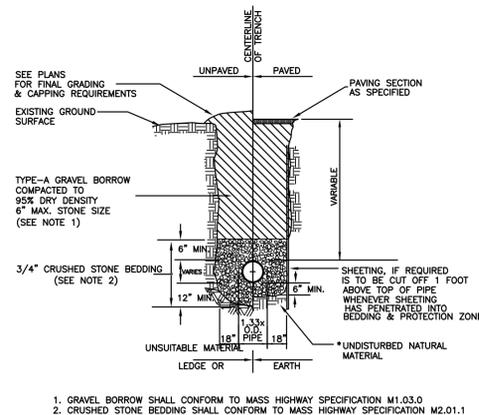


TRENCH DRAIN DETAIL
N.T.S.

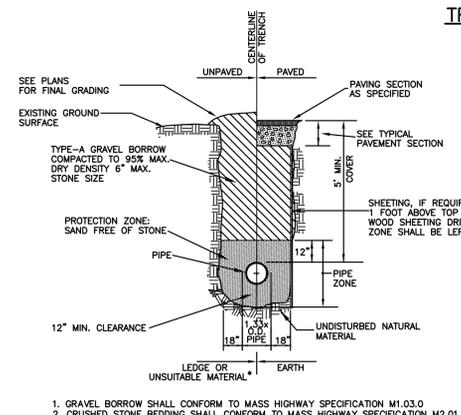
TYPICAL DOWNSPOUT DETAIL
N.T.S.



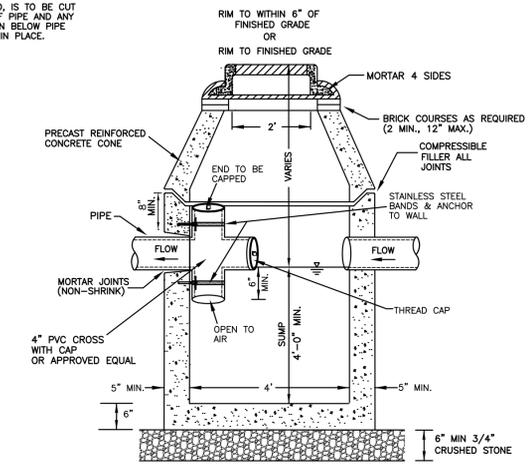
TYPICAL PVC SEWER HOUSE CONNECTION
N.T.S.



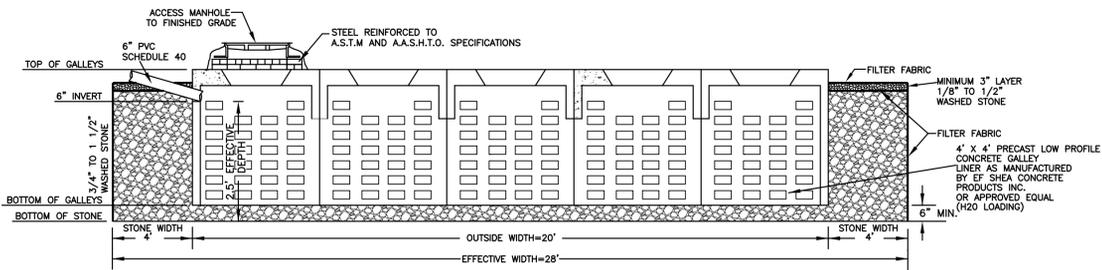
GRAVITY SEWER TRENCH DETAIL
N.T.S.



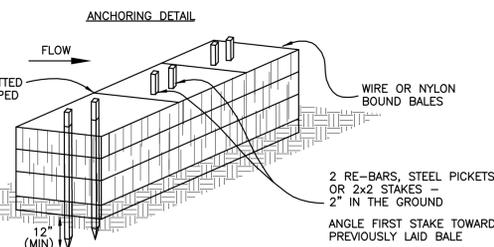
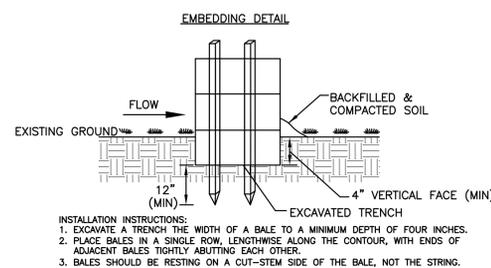
TYPICAL WATER TRENCH DETAIL
N.T.S.



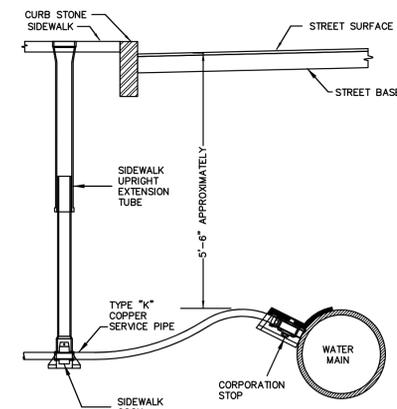
TYPICAL PRECAST CONCRETE DRAIN MANHOLE WITH PVC GAS TRAP
N.T.S.



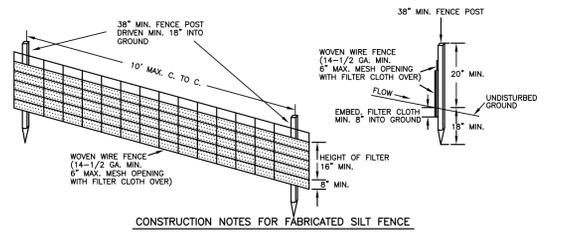
LOW PROFILE LEACHING GALLEY DETAIL
N.T.S.



BALED HAY OR STRAW EROSION CHECKS
N.T.S.

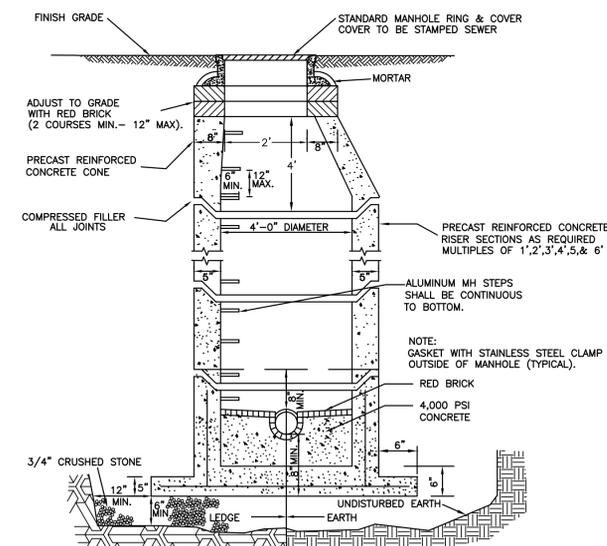


TYPICAL WATER CONNECTION
N.T.S.



- CONSTRUCTION NOTES FOR FABRICATED SILT FENCE**
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
 2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID-SECTION.
 3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
 4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

SILT FENCE DETAIL
N.T.S.



TYPICAL PRECAST CONCRETE SEWER MANHOLE
N.T.S.

DPW APPROVAL
SITE PLAN #

**SITE PLAN OF LAND IN
BROOKLINE, MA**

21 CROWNSHIELD ROAD
OWNER/APPLICANT:
21 CROWN LLC
40 WILLIAMS STREET
BROOKLINE, MA 02446

SCALE: AS NOTED
DATE: OCTOBER 22, 2015
DRAWN: ES
CHECK: BB & MSK

REVISIONS:		
1/6/16	VARIOUS REVISIONS	ES

COMMONWEALTH AVENUE
(PUBLIC 160' WIDE)



EMB
EVERETT M. BROOKS CO.
SURVEYORS & ENGINEERS
49 LEXINGTON STREET
WEST NEWTON, MA 02465
(617) 527-8750
(617) 332-1578 FAX
info@everettbrooks.com

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- PROPOSED DRAIN PIPE SHALL BE 6" OR 4" PVC SDR 35.
- PRIOR TO AN OCCUPANCY PERMIT BEING ISSUED, A CERTIFIED AS-BUILT PLAN SHOULD BE SUBMITTED TO THE ENGINEERING DIVISION IN BOTH DIGITAL FORMAT AND HARD COPY AND SEWER DYE TEST IS REQUIRED.
- THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE DESIGN ENGINEER FOR INSPECTIONS OR AS-BUILT LOCATIONS. EVERETT M. BROOKS CO. WILL NOT PROVIDE AS-BUILT CERTIFICATION TO UNINSPECTED BACKFILLED UTILITIES. A MINIMUM OF 48 HOURS NOTICE IS REQUIRED PRIOR TO INSPECTIONS.
- ALL SEWER AND STORM DRAINAGE WORK (EXCEPT PLUMBING) SHALL BE PERFORMED BY A LICENSED DRAIN LAYER (LICENSED BY TOWN OF BROOKLINE WATER AND SEWER DIVISION) AND THE DRAIN LAYER SHALL PULL A PERMIT FOR THE SITE FROM THE WATER AND SEWER DIVISION PRIOR TO BEGINNING WORK. ALL WORK (EXCEPT PLUMBING) SHALL BE INSPECTED BY THE BROOKLINE ENGINEERING DIVISION. APPOINTMENTS ARE SCHEDULED THROUGH BROOKLINE WATER AND SEWER DIVISION (617-730-2170) AND REQUIRE 48 HOURS NOTICE.
- NEW SEWER AND DRAIN CONNECTIONS MUST BE CORED AND ATTACHED WITH AN INSERTA TEE OR APPROVED EQUAL IF FACTORY WYE IS NOT AVAILABLE OR DAMAGED.
- A DEEP TEST PIT AND PERCOLATION TEST SHALL BE COMPLETED IN THE AREA OF THE PROPOSED DRAINAGE SYSTEM PRIOR TO CONSTRUCTION. SOIL AND GROUNDWATER CONDITIONS SHALL BE INVESTIGATED TO DETERMINE IF SUBSURFACE CONDITIONS. SOIL INFORMATION SHALL BE SUBMITTED TO THE TOWN AND ENGINEER OF RECORD. THE SYSTEM SHALL BE MODIFIED, IF REQUIRED.
- ALL EXISTING STREET TREES SHALL BE PRESERVED AND PROTECTED, AS REQUIRED.
- ALL UTILITY TRENCHES IN PUBLIC WAYS, CONCRETE SIDEWALKS AND PERMANENT ASPHALT PATCHES IN ROADWAYS SHALL BE IN ACCORDANCE WITH TOWN OF BROOKLINE, MA SPECIFICATIONS.
- PROPOSED RETAINING WALL BY OTHERS.
- EXISTING WATER CONNECTION TO BE CUT AND CAPPED AT THE MAIN.
- PROPOSED GAS CONNECTION PER GAS COMPANY, IF APPLICABLE.
- SEE ARCHITECTURAL PLANS FOR ZONING INFORMATION.

LEGEND

- UTILITY POLE
- WATER GATE
- HYDRANT
- GAS GATE
- SEWER MANHOLE
- DRAIN MANHOLE
- CATCH BASIN
- DECIDUOUS TREE
- EVERGREEN TREE
- LIGHT POLE
- SIGN
- TBR TO BE REMOVED
- TBA TO BE ABANDONED
- TH#1 DEEP TEST HOLE
- P#1 PERCOLATION TEST
- 71.4 X SPOT ELEVATION
- 71 PROPOSED CONTOUR
- - - - - EXISTING CONTOUR
- D DRAIN LINE
- RD ROOF DRAIN
- FD FOUNDATION DRAIN
- W WATER LINE
- S SEWER LINE
- G GAS LINE
- OHW OVERHEAD WIRE
- X FENCE
- HEDGE

DPW APPROVAL
SITE PLAN #

SOIL LOG:

SEPTEMBER 1, 2015

TEST HOLE #1 (TH#1)
ELEVATION = 53.2

0-12"	A	SANDY LOAM	10 YR	3/2
12-30"	FILL			
30-36"	A	SANDY LOAM	10 YR	3/2
36-48"	B	SANDY LOAM	10 YR	5/8
48-84"	C	CLAY LOAM	2.5 Y	5/4

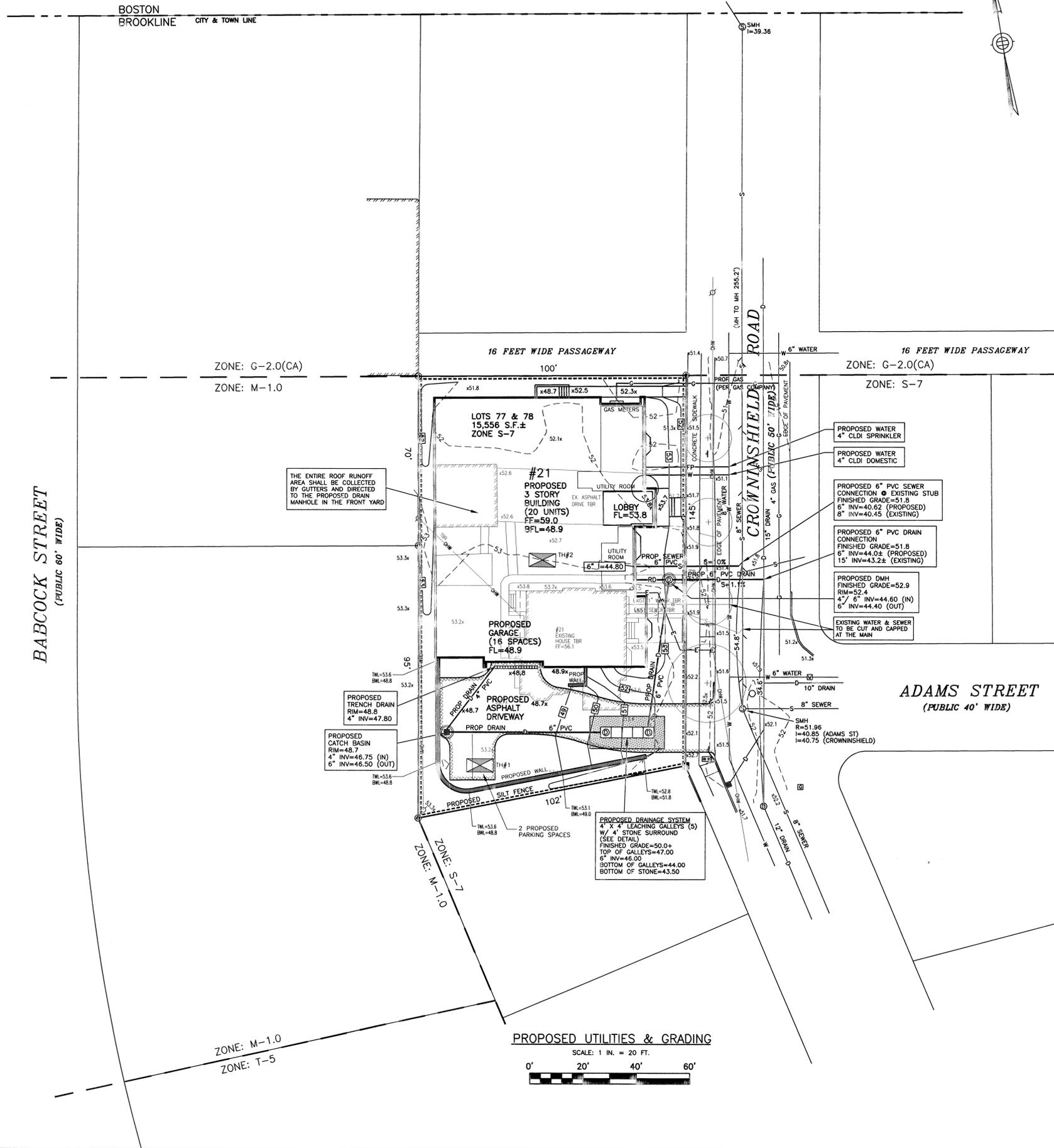
MOTTLES OBSERVED @ 60" (5 YR 4/6 - 2.5 Y 6/1)
NO GROUNDWATER OBSERVED
NO LEDGE OBSERVED

TEST HOLE #2 (TH#2)
ELEVATION = 53.0

0-60"	A/B/FILL			
60-96"	C	CLAY LOAM	2.5 Y	5/4

MOTTLES OBSERVED @ 72"
NO GROUNDWATER OBSERVED
NO LEDGE OBSERVED

PERCOLATION INFORMATION
DESIGN RATE: 60 MPI



PROPOSED UTILITIES & GRADING

SCALE: 1 IN. = 20 FT.



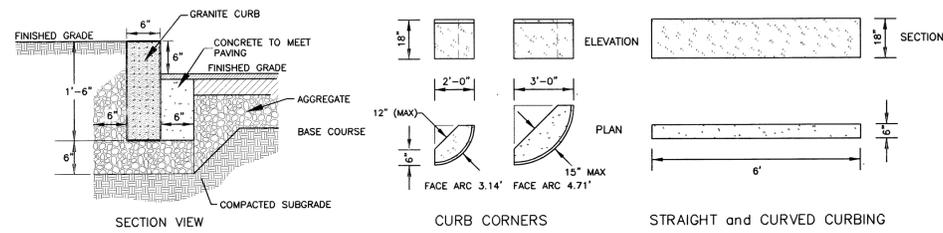
**SITE PLAN OF LAND IN
BROOKLINE, MA**

21 CROWNINSHIELD ROAD

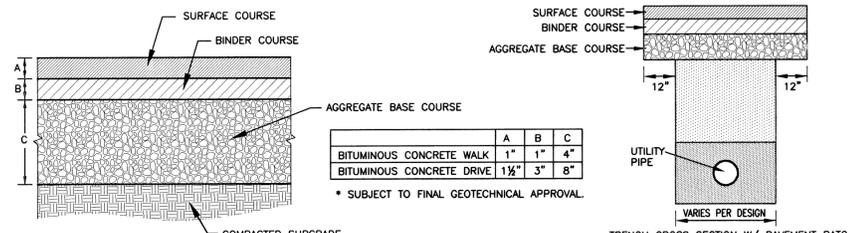
OWNER/APPLICANT:
21 CROWN LLC
40 WILLIAMS STREET
BROOKLINE, MA 02446

SCALE: AS NOTED
DATE: OCTOBER 22, 2015
DRAWN: ES
CHECK: BB # M5K

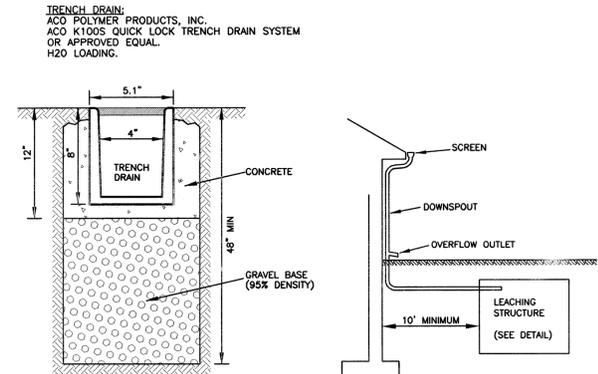
REVISIONS:



CUT GRANITE CURB DETAIL
N.T.S.

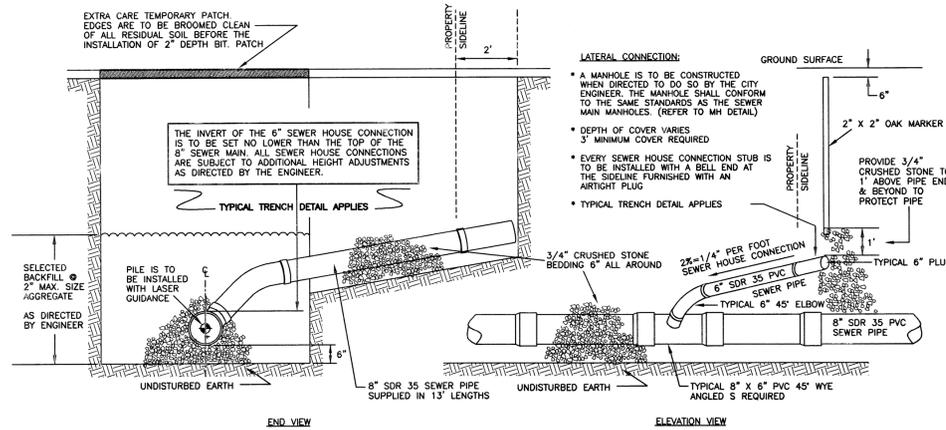


BITUMINOUS CONCRETE PAVING & PATCH DETAIL
N.T.S.

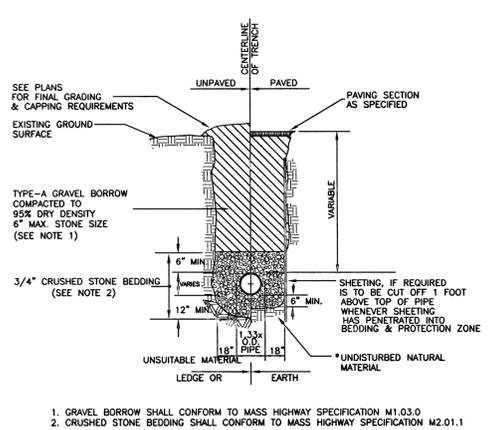


TRENCH DRAIN DETAIL
N.T.S.

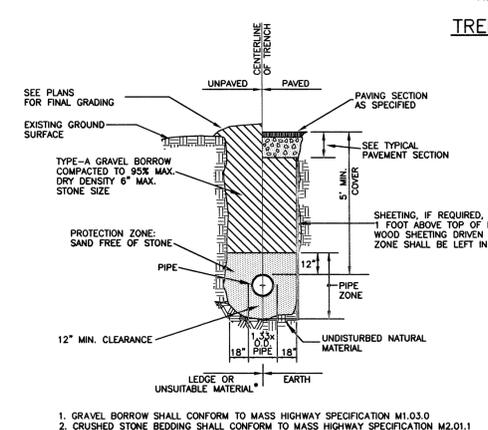
TYPICAL DOWNSPOUT DETAIL
N.T.S.



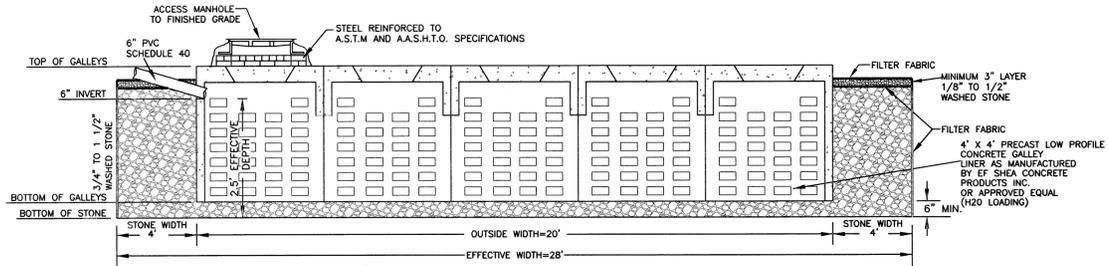
TYPICAL PVC SEWER HOUSE CONNECTION
N.T.S.



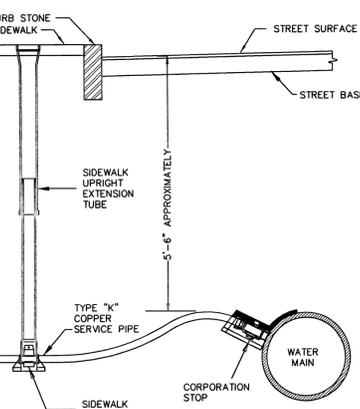
GRAVITY SEWER TRENCH DETAIL
N.T.S.



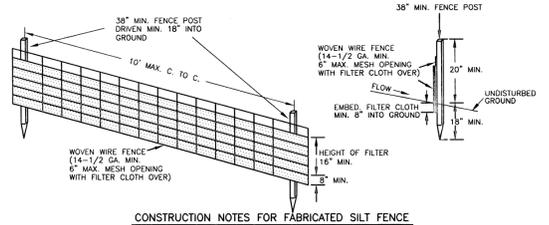
TYPICAL WATER TRENCH DETAIL
N.T.S.



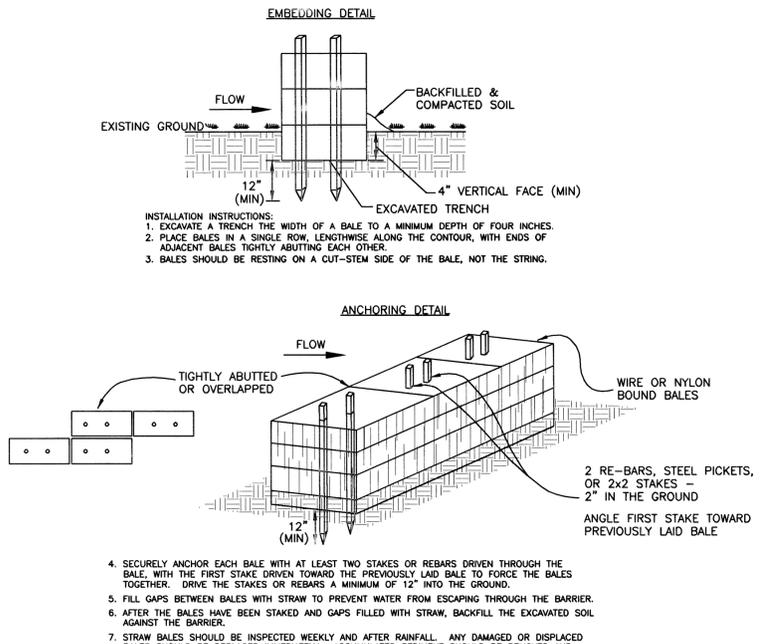
LOW PROFILE LEACHING GALLEY DETAIL
N.T.S.



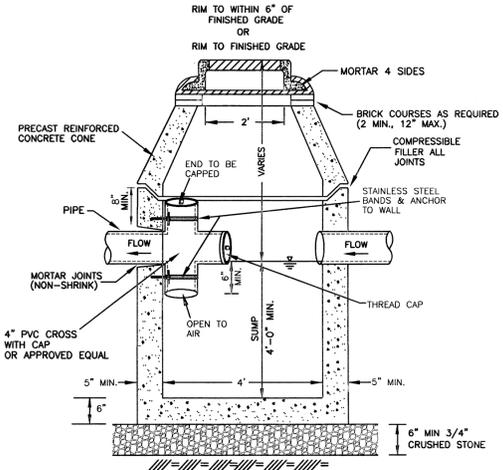
TYPICAL WATER CONNECTION
N.T.S.



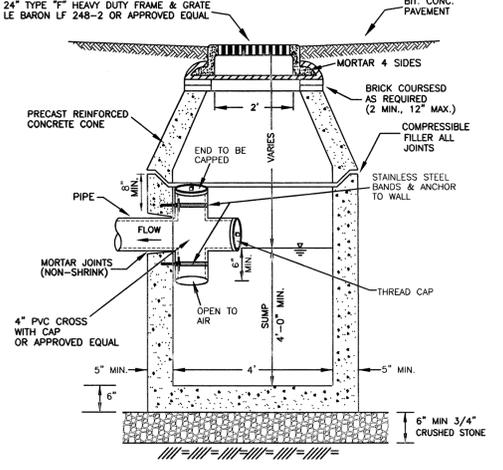
SILT FENCE DETAIL
N.T.S.



BALED HAY OR STRAW EROSION CHECKS
N.T.S.



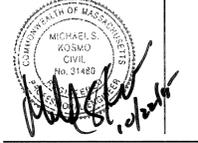
TYPICAL PRECAST CONCRETE DRAIN MANHOLE WITH PVC GAS TRAP
N.T.S.



TYPICAL PRECAST CONCRETE CATCH BASIN WITH PVC GAS TRAP
N.T.S.

EMB
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SURVEYORS & ENGINEERS
49 LEXINGTON STREET
WEST NEWTON, MA 02465
(617) 527-8750
(617) 332-1578 FAX
info@everettbrooks.com

DPW APPROVAL
SITE PLAN #

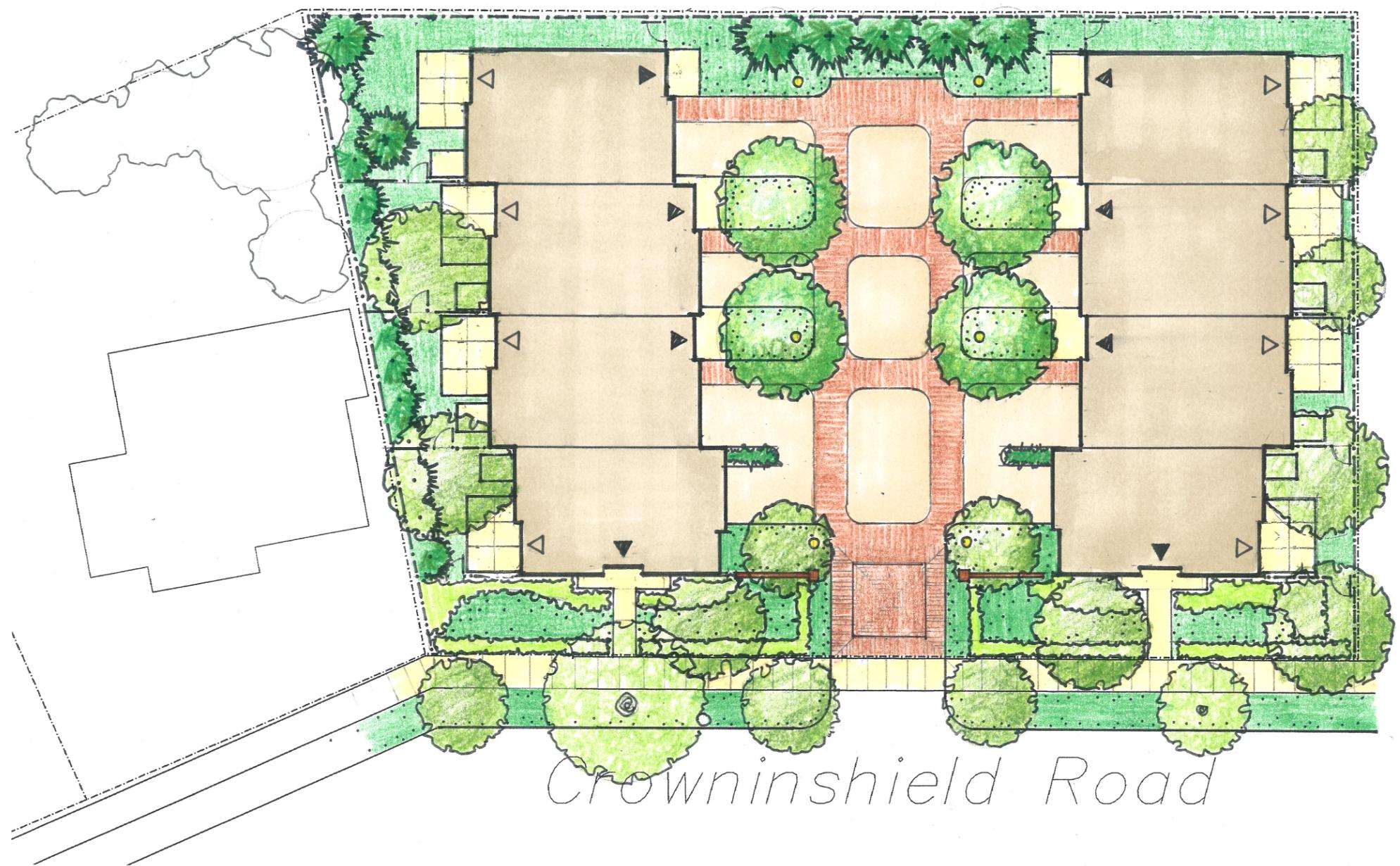


SITE PLAN OF LAND IN BROOKLINE, MA

21 CROWNSHIELD ROAD
OWNER/APPLICANT:
21 CROWN LLC
40 WILLIAMS STREET
BROOKLINE, MA 02446

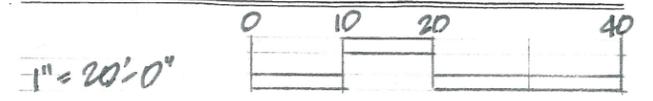
SCALE: AS NOTED
DATE: OCTOBER 22, 2015
DRAWN: ES
CHECK: BB # MSK

REVISIONS:	



Crowninshield Road

LANDSCAPE PLAN



Crowninshield Road
 Brookline, MA

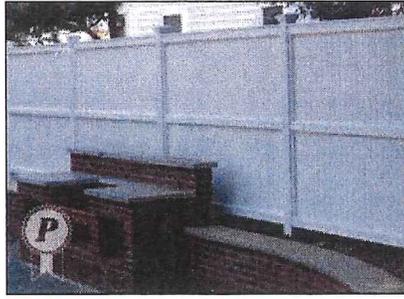
The MZO GROUP
 DESIGNERS ■ ARCHITECTS ■ PLANNERS
 IN THE MICHELLE TRADITION

92 Monvale Avenue, Suite 4350 ■ Somersham, Massachusetts 02189
 Voice: 781-279-4446 ■ Fax: 781-279-4448 ■ E-Mail: mzo@mzogroup.com ■ www.mzogroup.com

Sheet L-1

TOWNHOUSES @21 CROWNINSHIELD ROAD
21 CROWN LLC
FEBRUARY 4, 2016

1. Proposed Fencing
2. Streetprint Paving
3. Exterior Light Fixtures
4. Proposed Plant Materials
5. Proposed Shade Trees
6. Proposed Screen Plantings
7. Proposed Ornamental Trees
8. Proposed Foundation Plantings
9. Trash/Recycle and Snow Removal
10. Landscape Plan



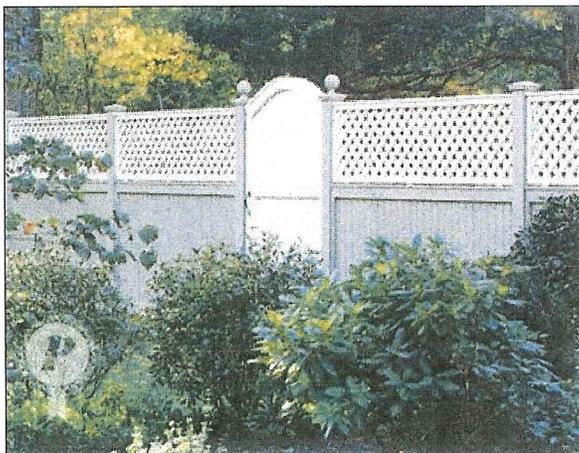
SCREEN FENCE ALONG PROPERTY LINES

1-800-972-5380

View thumbnail images of this entire section

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FENCE BETWEEN PATIOS



Home

Services

Quality/Safety

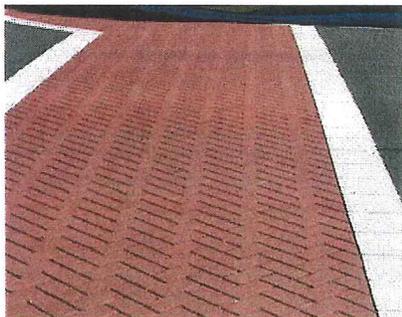
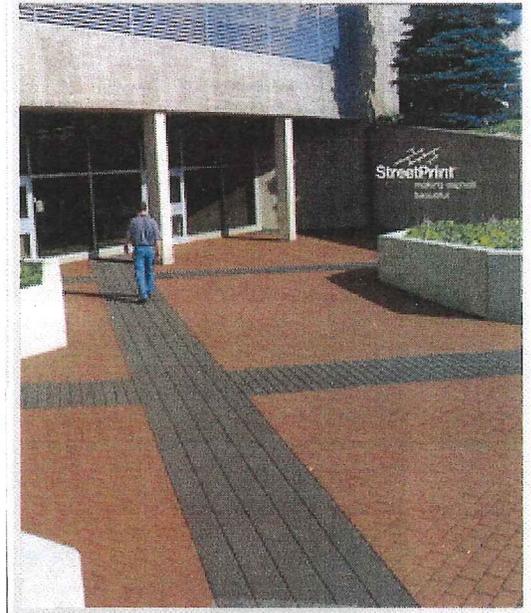
Environmental

Contact Us

Links

Pitlik & Wick Streetprint Jobs

Click on the images to enlarge





CAPE MAY COLLECTION ONE LIGHT OUTDOOR POST LANTERN

BURLED IRON FINISH
ETCHED HAMMERED WITH LIGHT AMBER GLASS

The Cape May outdoor lighting collection by Sea Gull Lighting is a regal, traditionally styled lantern collection. Design elements include leaf ornamentation on the back plate and finial arms as well as the beautiful combination of the Burled Iron finish and Etched Hammered glass with Light Amber Tint to offer a warm glow. The assortment includes a small one-light outdoor wall lantern (available in a Dark Sky version too), a medium one-light outdoor wall lantern, a large one-light outdoor wall lantern, an extra-large one-light outdoor wall lantern, a one-light outdoor post lantern, a one-light outdoor pendant and a one-light ceiling flush mount. Both incandescent lamping and ENERGY STAR-qualified fluorescent lamping are available, and most of these fixtures easily convert to LED by purchasing LED replacement lamps sold separately.

PRODUCT #: 82240-780
 MSRP: \$302.26
 DIMENSIONS: D: 11" H: 23"
 LAMPING: 1 Medium A19 100w Max.
 OPTIONAL LAMPING: 120v LED Medium A19 8w
 120v LED Medium A19 13.5w
 Available in Fluorescent
 LISTINGS: Safety Listed for Wet Locations
 Safety Listed for Wet Locations
 WARRANTY: 1-Year Warranty

LED CONVERTIBLE WET RATED



BUY LOCAL BUY ONLINE WISH LIST COMPARE

SHARE

Share Print Add Tweet

DETAILS

Supplied with 6.5" of wire

NEED PARTS?

BULBS: 97308S
 97408S
 97309S
 97409S
 GLASS: G501514-6051

DOWNLOADS

ALL IMAGES SPEC SHEET
 INSTALL ENGLISH INSTALL FRENCH

VIEW HTML SPEC SHEET - VIEW PRODUCT IN 2014 CATALOG



POST FIXTURE

FRONT DOOR FIXTURE



SHOWN: CAPE MAY COLLECTION ONE LIGHT OUTDOOR WALL LANTERN

See More Cape May Collection

Download Image

PROPOSED PLANT LIST For 21 CROWNINSHIELD ROAD

<u>Species</u>	<u>Installed Size</u>	<u>Comments</u>
----------------	-----------------------	-----------------

SHADE TREES

Red Sunset Maple	3.5" cal.	Nice Fall Foliage
Shademaster Honeylocust	3" cal.	Light Shade
Aristocrat Pear	3" cal.	Nice White Flowers

ORNAMENTAL TREES

Okame Cherry	2.5" cal.	Pink Flowers; early
Kousa Dogwood	2.5" cal.	White Flowers; late
Heritage Birch	12' clumps	Nice bark and shape

SCREEN PLANTINGS

Green Giant Arborvitae	8-9' dense	Tall Hedge
Norway Spruce	8-9' dense	Tall Dense Tree

EVERGREEN SHRUBS (Foundation)

Rhododendron Species	3'	Flowering; spring
Azalea Species	2.5'	Flowering; spring
Taxus Species	2.5'	Dense
Holly Species	2'	Blue Holly; glabra native
Boxwood Species	2.5'	Green Mountain
Juniperus Species	2.5'	Seagreen
Emerald Green Arborvitae	7'	Vertical Focal Point

DECIDUOUS SHRUBS (Various Locations)

Clethra 'Hummingbird'	2'	Flowering; native
Hydrangea Species	3'	Flowering; shade tolerant
Sweetspire 'Little Henry'	2'	Flowering; native
Magnolia stellata	6'	Flowering; specimen
Spiraea japonica varieties	2'	Flowering; low growing
Viburnum Species	4'	Flowering; large growing



Red Sunset Maple 2"

RED SUNSET MAPLES
10' TALL INSTALLED

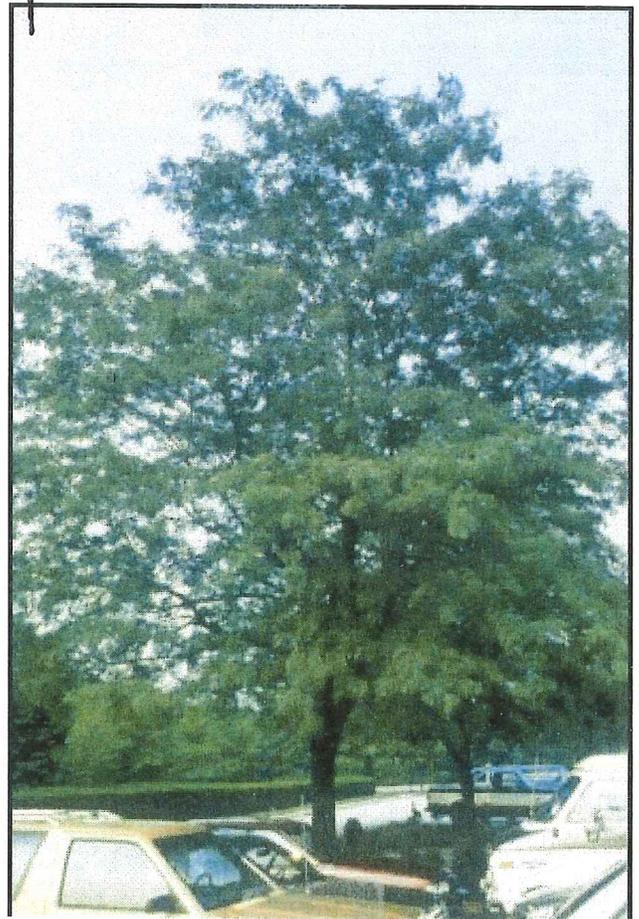


RED SUNSET MAPLES
± 20' HEIGHT @ ± 10 YEARS

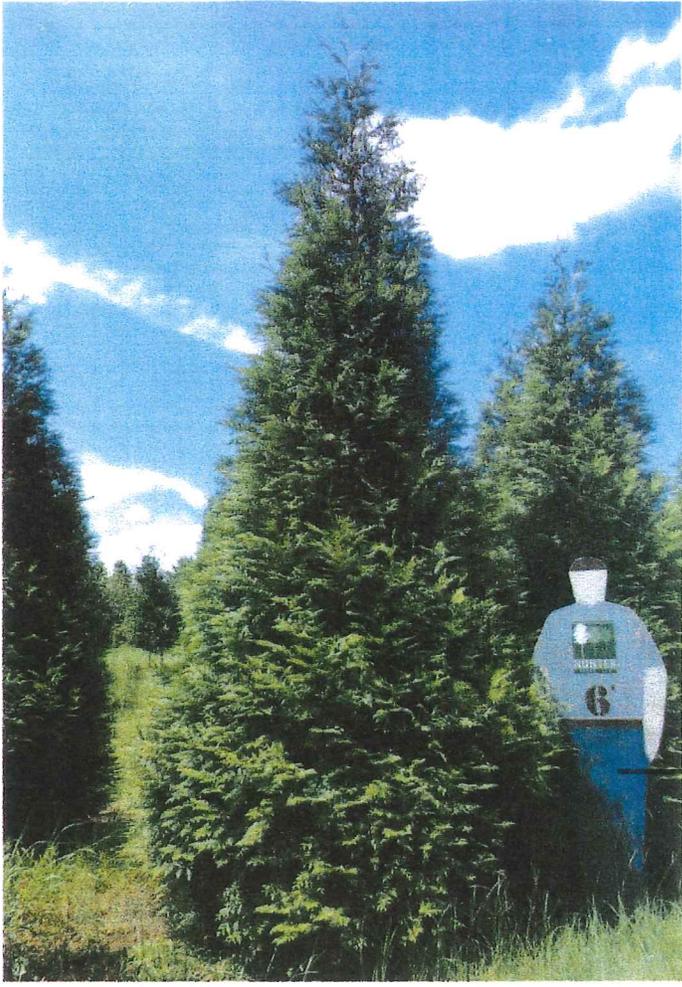


ARISTOCRAT PEAR TREES
ALONG CROWNSHIELD RD
± 20' HEIGHT @ ± 10 YEARS

PROPOSED SHADE TREES



HONEYLOCUST TREES
IN COURTYARD (4 REQUIRED)
± 25' HEIGHT @ ± 15 YEARS



<http://www.huntertrees.com/uploads/assets/TGG-18.jpg>



8'-0" INSTALLED HEIGHT

20' HEIGHT @ ± 10 YEARS

'GREEN GIANT' ARBORVITAE
ALONG FENCES

PROPOSED SCREEN PLANTS

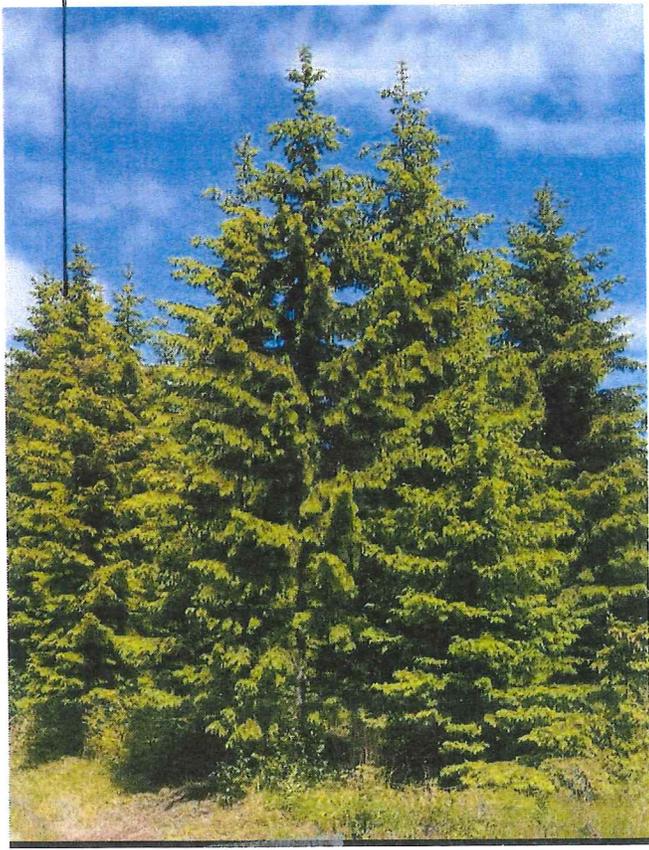
NORWAY SPRUCE

SCREEN PLANTING

8'-0" INSTALLED HEIGHT



25' HEIGHT @ ± 10 YEARS

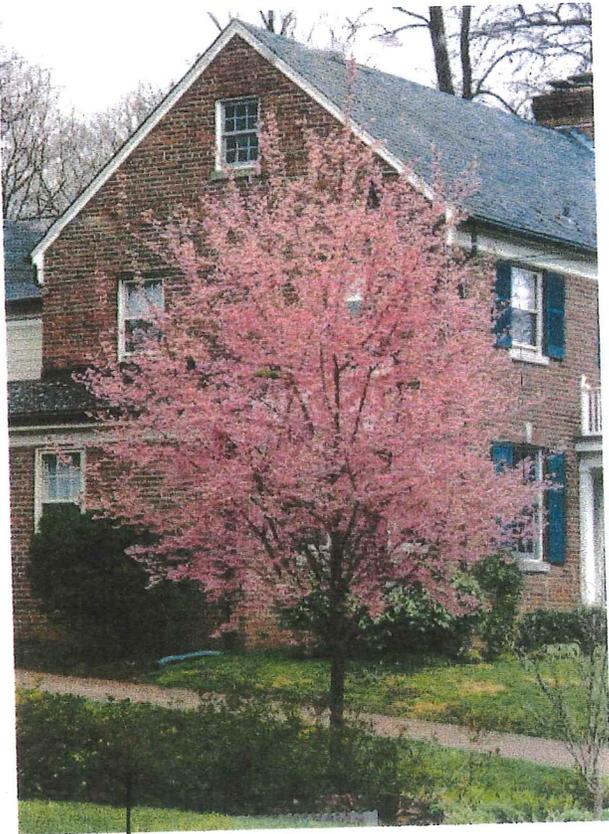


PROPOSED
ORNAMENTAL TREES



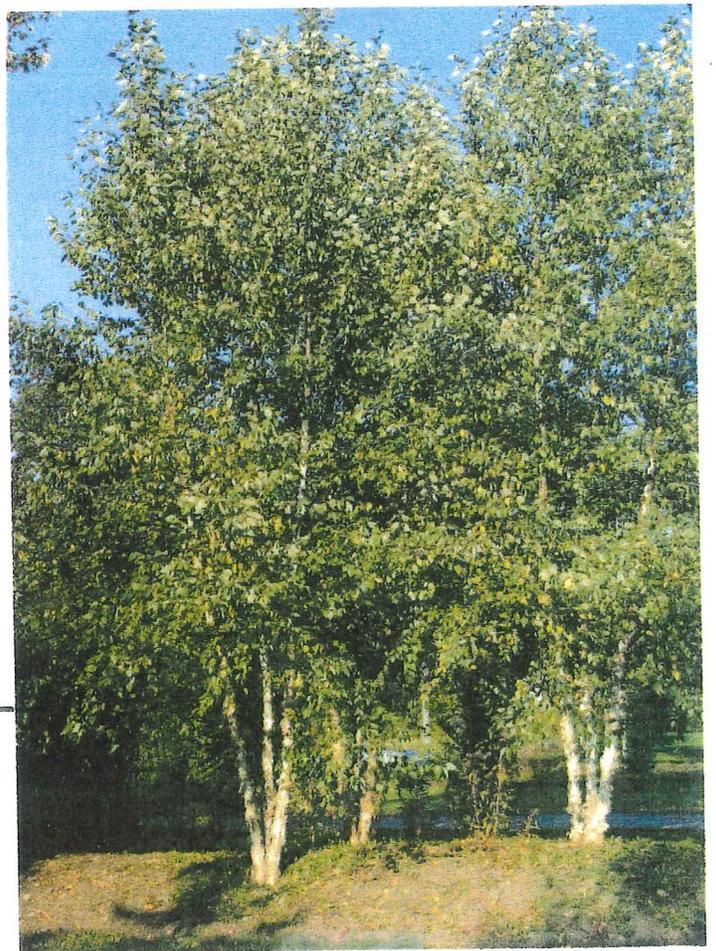
Comus kousa 'Milky Way'

KOUSA DOGWOOD
10' INSTALLED HEIGHT



ORAME CHERRY
15' HEIGHT @ ± 10 YEARS

HERITAGE BIRCH
20' HEIGHT @ ± 10 YEARS





<https://silvagrass.com>

LOW PRIVET HEDGE TO MATCH NEIGHBORHOOD

RHOODODENDRON SPECIES

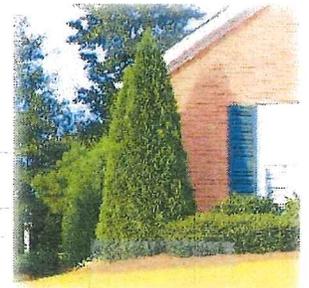


AZALEA SPECIES

YEW SPECIES



EMERALD GREEN ARBOVITAE



HOLLY / BOXWOOD SPECIES

PROPOSED EVERGREEN FOUNDATION

**TOWNHOUSES @21 CROWNINSHIELD ROAD
21 CROWN LLC
Trash, Recycling, Snow Removal and Fences
December 17, 2015**

A. TRASH & RECYCLING

1. Trash barrels and recycle bins and liners provided by owner
2. Every unit stores barrels in their garage
3. Trash and recycle materials will be picked up by owner every week and removed from property
4. Large items that need removal will be disposed by owner whenever tenants request
5. Trash vehicles will not park on public streets
6. Service vehicles will not park on public streets

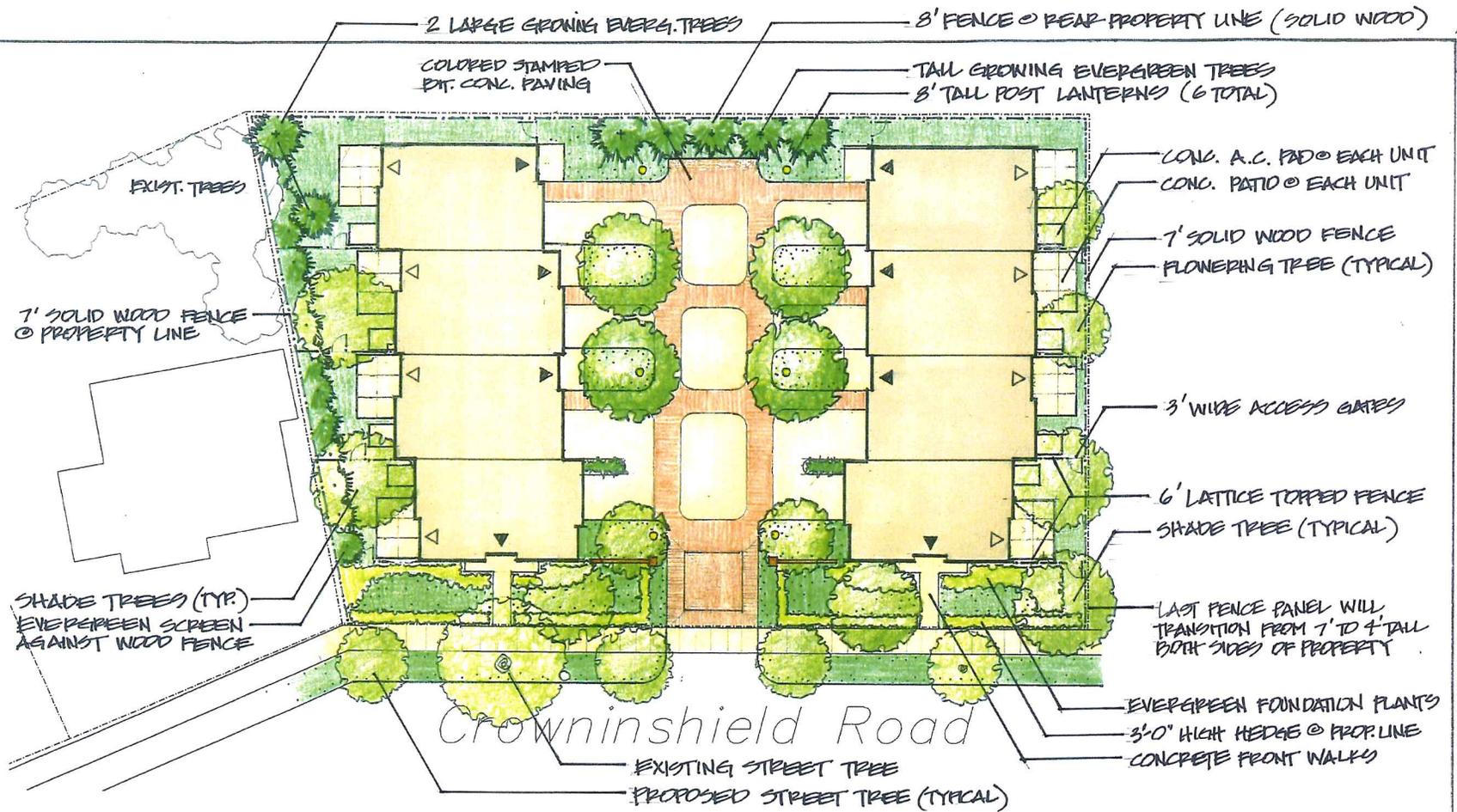
B. SNOW REMOVAL

1. All snow removal done by owner
2. Sanding and salting also done by owner
3. Owner equipment includes loaders, plows, and snow blowers as needed
4. If storage on site during extreme storms is not enough, snow will be removed off-site

These systems for trash, recycling and snow removal are in place and work extremely well, at other Basile developments.

C. FENCES

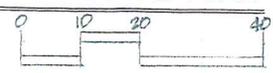
The fence height along the psychiatric hospital rear line will be 8 feet high. The fence along the two sides (Enterprise & 21 Crowninshield) will be 7 feet high. The fences that separate the patios will be 4 feet high plus 2 feet of lattice for a total height of 6 feet.



Crowninshield Road

LANDSCAPE PLAN

1" = 20'-0"

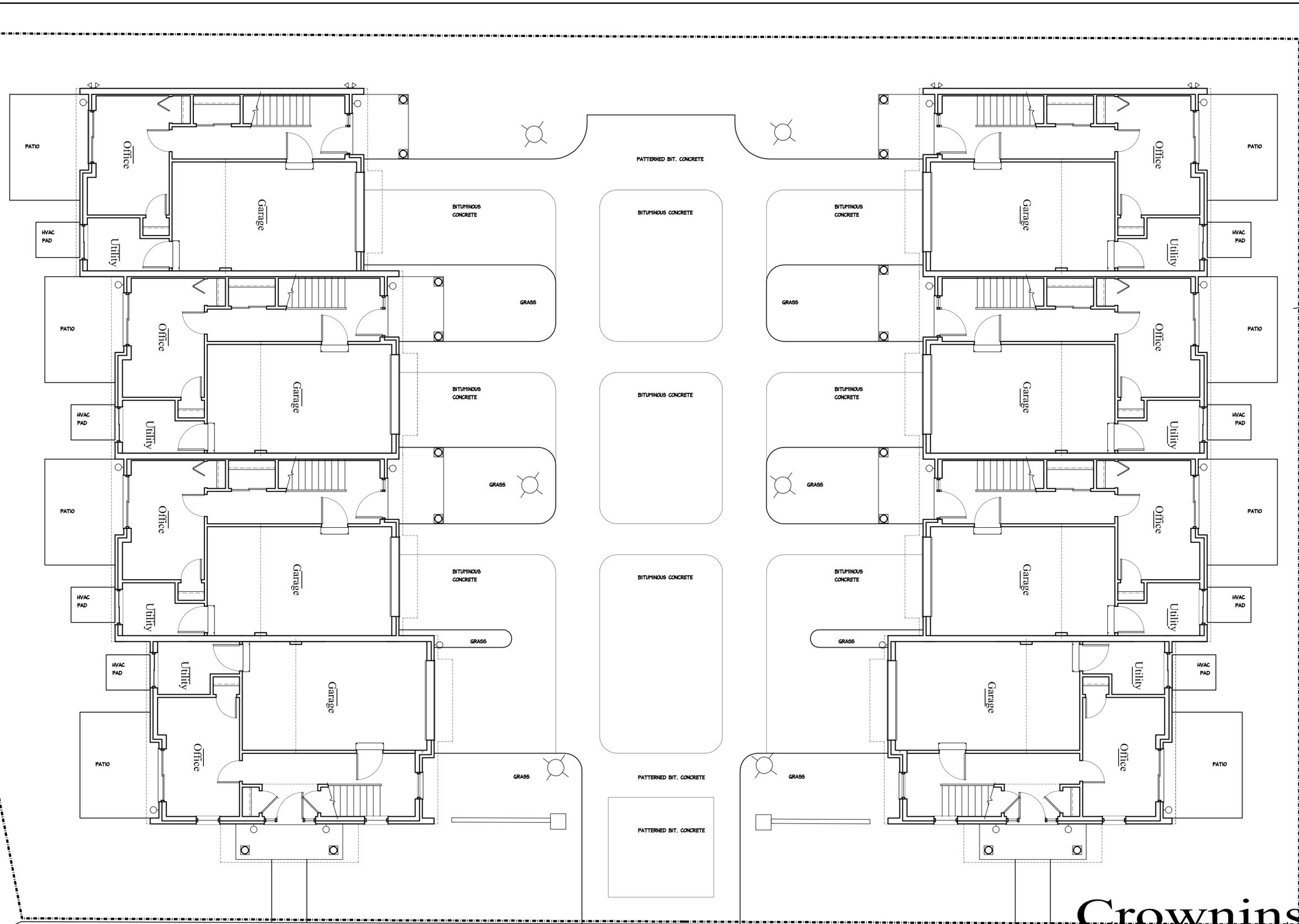


Crowninshield Road
Brookline, MA

The MZO GROUP
DESIGNERS • ARCHITECTS • PLANNERS
IN THE *Mazzella* TRADITION

72 Montvale Avenue, Suite 4100 • Somerville, Massachusetts 02143
Tel: 781.271.4444 • Fax: 781.274-4444 • E-Mail: card@mozogroup.com • www.mzogroup.com

Sheet L-1



LOT COVERAGE:
 BUILDINGS 33.6%
 DRIVEWAY: 23.9%
 WALKS 0.4%

OPEN SPACE 42.1% OF LOT AREA
 OPEN SPACE 36.4% OF GFA

(2) 2 1/2 STORY BUILDINGS
 8 UNITS
 18,144 SQ. FT.(GFA)
 (5,230 FOOTPRINT)
 8 GARAGES
 8 PARKING SPACES

Crowninshield Road

Brookline, MA

January 15, 2016

The MZO GROUP
 DESIGNERS ■ ARCHITECTS ■ PLANNERS
 IN THE *MIQUELLE* TRADITION

92 Montvale Avenue, Suite 4350 ■ Stoneham, Massachusetts 02180
 Voice 781-279-4446 ■ Fax 781-279-4448 ■ E-Mail: mzo@mzogroup.com ■ www.mzogroup.com

Sheet A-4

GROUND FLOOR AND OUTDOOR LIGHTING PLAN

SCALE: 3/16" = 1'-0"

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**CROWNINSHIELD ROAD
BROOKLINE, MASSACHUSETTS**

Project Narrative

Existing Site Conditions

The existing property is located at 21 Crowninshield Road in Brookline, Massachusetts and is improved with an existing single-family home, detached garage, asphalt driveway, plantings and lawn. The site is located approximately 120 feet south of Commonwealth Avenue and the Boston City Line.

The 15,556 square foot lot is generally flat and does not contain any wetland resource area as defined by the Massachusetts Wetland Protection Act. The existing dwelling is serviced by water and sewer connections to the Town of Brookline systems located in Crowninshield Road. The municipal systems in Crowninshield Road available to the site include an 8-inch sewer line, an 8-inch water line and a 15-inch drain line.

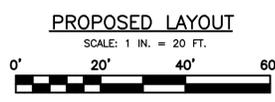
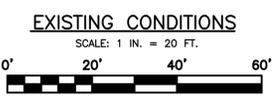
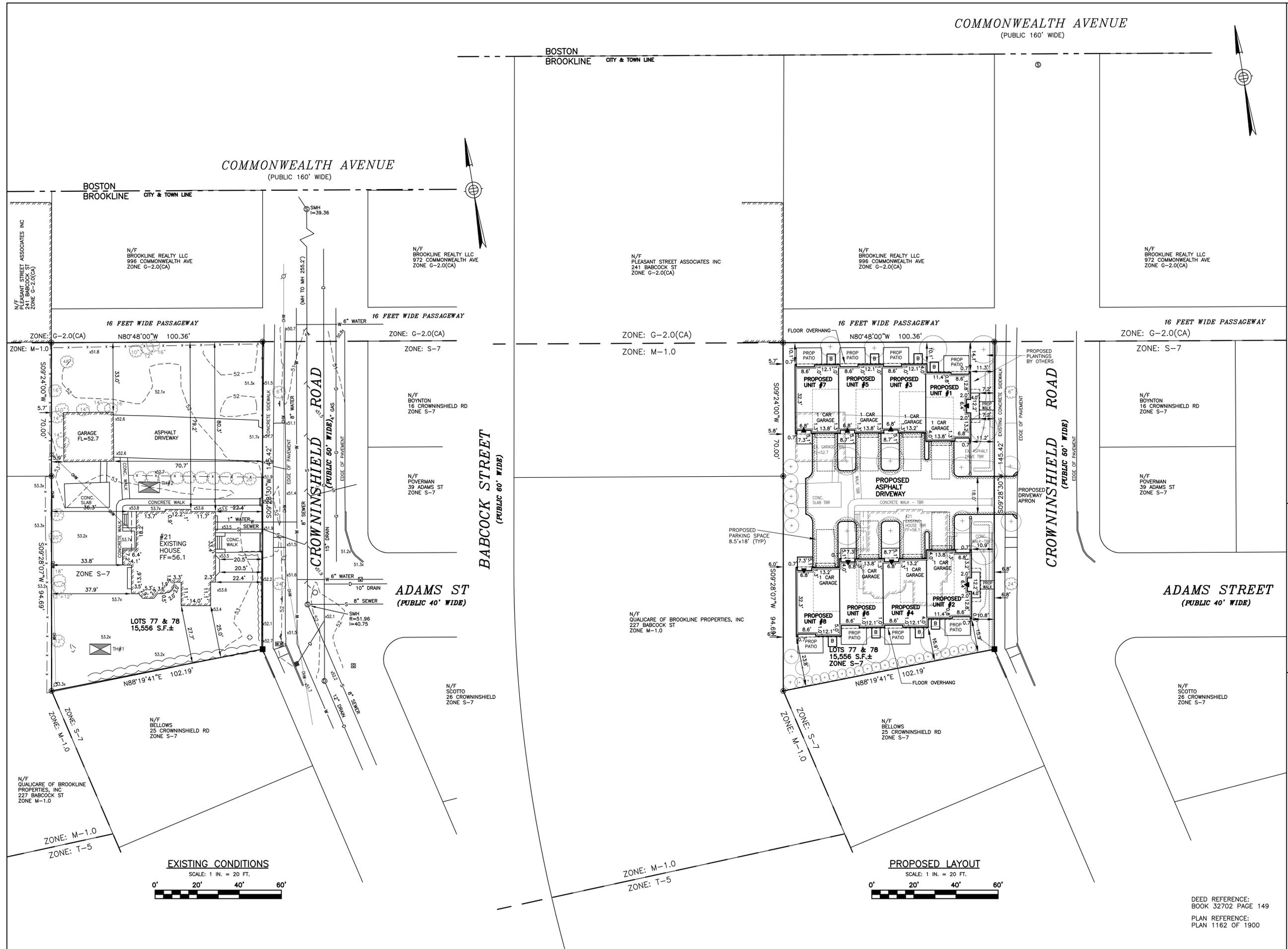
COMMONWEALTH AVENUE
(PUBLIC 160' WIDE)



EMB
EVERETT M. BROOKS CO.
SURVEYORS & ENGINEERS
49 LEXINGTON STREET
WEST NEWTON, MA 02465
(617) 527-8750
(617) 332-1578 FAX
info@everettbrooks.com

LEGEND

- UTILITY POLE
 - WATER GATE
 - HYDRANT
 - GAS GATE
 - SEWER MANHOLE
 - DRAIN MANHOLE
 - CATCH BASIN
 - DECIDUOUS TREE
 - EVERGREEN TREE
 - LIGHT POLE
 - SIGN
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 - W WATER LINE
 - S SEWER LINE
 - G GAS LINE
 - OHW OVERHEAD WIRE
 - X FENCE
 - HEDGE
 - MAIN ENTRANCE
- DPW APPROVAL
SITE PLAN #



SITE PLAN OF LAND IN BROOKLINE, MA

21 CROWNINSHIELD ROAD
OWNER/APPLICANT:
21 CROWN LLC
40 WILLIAMS STREET
BROOKLINE, MA 02446

SCALE: AS NOTED
DATE: OCTOBER 22, 2015
DRAWN: ES
CHECK: BB & MSK

REVISIONS:

DATE	DESCRIPTION	BY
1/6/16	VARIOUS REVISIONS	ES

COMMONWEALTH AVENUE
(PUBLIC 160' WIDE)



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EVERETT M. BROOKS CO.
SURVEYORS & ENGINEERS
49 LEXINGTON STREET
WEST NEWTON, MA 02465
(617) 527-8750
(617) 332-1578 FAX
info@everettbrooks.com

GENERAL NOTES

- ELEVATIONS REFER TO TOWN OF BROOKLINE BASE.
- THE LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES SHALL BE CONSIDERED APPROXIMATE AND MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ANY CROSSINGS OF PROPOSED AND EXISTING UTILITIES.
- MASSACHUSETTS STATE LAW REQUIRES UTILITY NOTIFICATION AT LEAST THREE BUSINESS DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CALL DIG-SAFE AT 1-888-344-7233 IN ORDER TO COMPLY WITH STATE LAW.
- PROPOSED SEWER PIPE SHALL BE 6" PVC SDR 35.
- PROPOSED WATER SERVICES SHALL BE 4" CLDI.
- THIS PLAN IS THE RESULT OF AN INSTRUMENT SURVEY DONE ON THE GROUND OCTOBER 29, 2014.
- ALL WORK SHALL BE SUBJECT TO THE INSPECTION BY AND APPROVAL OF THE TOWN ENGINEER.
- NO WORK SHALL BE PERFORMED UNTIL THE NECESSARY PERMITS ARE OBTAINED FROM THE TOWN OF BROOKLINE PUBLIC WORKS DEPARTMENT.
- IN CASES WHERE LEDGE OR BOULDERS ARE ENCOUNTERED, EVERETT M. BROOKS CO. WILL NOT BE RESPONSIBLE FOR THE AMOUNT OF ROCK ENCOUNTERED.
- IF ANY PART OF THIS DESIGN IS TO BE ALTERED IN ANY WAY, THE DESIGN ENGINEER, AS WELL AS THE APPROVING AUTHORITIES, SHALL BE NOTIFIED IN WRITING BEFORE CONSTRUCTION.
- ALL UTILITY CONSTRUCTION SHALL CONFORM TO THE TOWN OF BROOKLINE REGULATIONS FOR THE CONSTRUCTION OF SANITARY SEWER AND SURFACE WATER DRAIN CONNECTIONS, LATEST EDITION.
- THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE DESIGN ENGINEER FOR INSPECTION OR AS-BUILT LOCATIONS, AS REQUIRED BY THE TOWN OF BROOKLINE.
- ASSESSORS REFERENCE: BLOCK 27 LOT 39
- ALL TOPSOIL, SUBSOIL OR IMPERVIOUS SOIL MUST BE EXCAVATED AND REMOVED BELOW THE DRAINAGE LEACHING SYSTEMS AND TO A DISTANCE 5' Laterally IN ALL DIRECTIONS BEYOND THE SIDES OF THE SYSTEMS. BACKFILL AS REQUIRED WITH A CLEAN GRANULAR SAND, FREE FROM ORGANIC MATTER AND DELETERIOUS SUBSTANCES. THE SAND SHALL HAVE A PERCOLATION RATE OF 2 MINUTES PER INCH OR FASTER.
- ALL OF THE ROOF RUNOFF FROM THE PROPOSED ROOF SURFACES SHALL BE COLLECTED BY GUTTERS AND DIRECTED TO THE PROPOSED DRAIN CONNECTION.
- EXISTING UTILITY INFORMATION FROM TOWN OF BROOKLINE ENGINEERING PLANS AND RECORDS.
- PROPOSED DRAIN PIPE SHALL BE 6" OR 4" PVC SDR 35.
- PRIOR TO AN OCCUPANCY PERMIT BEING ISSUED, A CERTIFIED AS-BUILT PLAN SHOULD BE SUBMITTED TO THE ENGINEERING DIVISION IN BOTH DIGITAL FORMAT AND HARD COPY AND SEWER DYE TEST IS REQUIRED.
- THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE DESIGN ENGINEER FOR INSPECTIONS OR AS-BUILT LOCATIONS. EVERETT M. BROOKS CO. WILL NOT PROVIDE AS-BUILT CERTIFICATION TO UNINSPECTED BACKFILLED UTILITIES. A MINIMUM OF 48 HOURS NOTICE IS REQUIRED PRIOR TO INSPECTIONS.
- ALL SEWER AND STORM DRAINAGE WORK (EXCEPT PLUMBING) SHALL BE PERFORMED BY A LICENSED DRAIN LAYER (LICENSED BY TOWN OF BROOKLINE WATER AND SEWER DIVISION) AND THE DRAIN LAYER SHALL PULL A PERMIT FOR THE SITE FROM THE WATER AND SEWER DIVISION PRIOR TO BEGINNING WORK. ALL WORK (EXCEPT PLUMBING) SHALL BE INSPECTED BY THE BROOKLINE ENGINEERING DIVISION. APPOINTMENTS ARE SCHEDULED THROUGH BROOKLINE WATER AND SEWER DIVISION (617-730-2170) AND REQUIRE 48 HOURS NOTICE.
- NEW SEWER AND DRAIN CONNECTIONS MUST BE CORED AND ATTACHED WITH AN INSERTA TEE OR APPROVED EQUAL IF FACTORY WYE IS NOT AVAILABLE OR DAMAGED
- A DEEP TEST PIT AND PERCOLATION TEST SHALL BE COMPLETED IN THE AREA OF THE PROPOSED DRAINAGE SYSTEM PRIOR TO CONSTRUCTION. SOIL AND GROUNDWATER CONDITIONS SHALL BE INVESTIGATED TO DETERMINE IF SUBSURFACE CONDITIONS. SOIL INFORMATION SHALL BE SUBMITTED TO THE TOWN AND ENGINEER OF RECORD. THE SYSTEM SHALL BE MODIFIED, IF REQUIRED.
- ALL EXISTING STREET TREES SHALL BE PRESERVED AND PROTECTED, AS REQUIRED.
- ALL UTILITY TRENCHES IN PUBLIC WAYS, CONCRETE SIDEWALKS AND PERMANENT ASPHALT PATCHES IN ROADWAYS SHALL BE IN ACCORDANCE WITH TOWN OF BROOKLINE, MA SPECIFICATIONS.
- PROPOSED RETAINING WALL BY OTHERS.
- EXISTING WATER CONNECTION TO BE CUT AND CAPPED AT THE MAIN.
- PROPOSED GAS CONNECTION PER GAS COMPANY, IF APPLICABLE.
- SEE ARCHITECTURAL PLANS FOR ZONING INFORMATION.

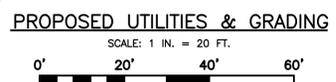
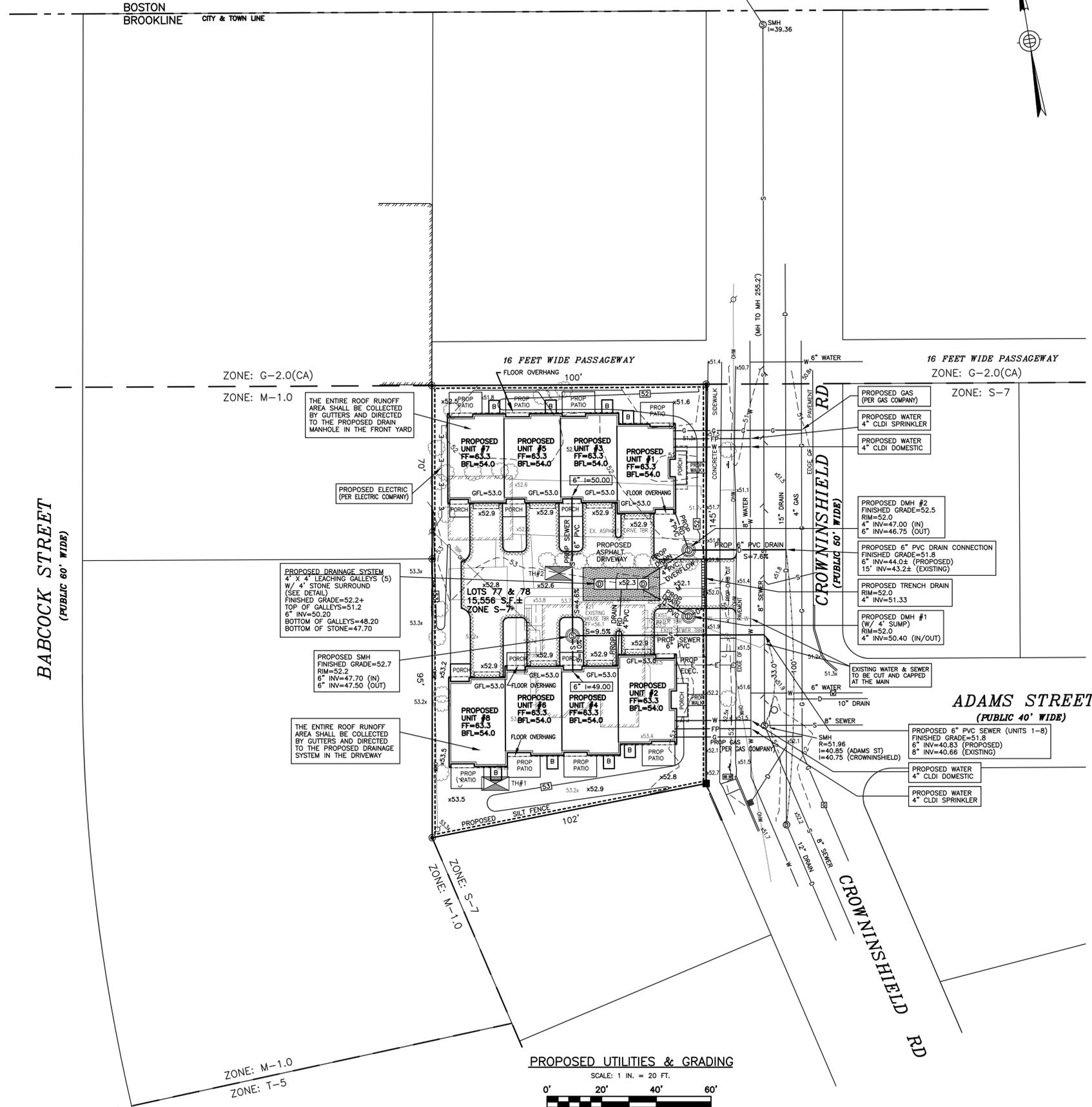
LEGEND

- UTILITY POLE
- WATER GATE
- ⊗ HYDRANT
- ⊕ GAS GATE
- ⊙ SEWER MANHOLE
- ⊖ DRAIN MANHOLE
- ⊞ CATCH BASIN
- DECIDUOUS TREE
- EVERGREEN TREE
- ⊙ LIGHT POLE
- ⊞ SIGN
- TBR TO BE REMOVED
- TBA TO BE ABANDONED
- TH#1 DEEP TEST HOLE
- PT#1 PERCOLATION TEST
- 71.4 X SPOT ELEVATION
- 71- PROPOSED CONTOUR
- 71- EXISTING CONTOUR
- D DRAIN LINE
- RD ROOF DRAIN
- FD FOUNDATION DRAIN
- W WATER LINE
- S SEWER LINE
- G GAS LINE
- OHW OVERHEAD WIRE
- X FENCE
- HEDGE

DPW APPROVAL
SITE PLAN #

SOIL LOG:

SEPTEMBER 1, 2015
TEST HOLE #1 (TH#1)
ELEVATION = 53.2
0-12" A SANDY LOAM 10 YR 3/2
12-30" FILL
30-36" A SANDY LOAM 10 YR 3/2
36-48" B SANDY LOAM 10 YR 5/8
48-84" C CLAY LOAM 2.5 Y 5/4
MOTTLES OBSERVED @ 60" (5 YR 4/6 - 2.5 Y 6/1)
NO GROUNDWATER OBSERVED
NO LEDGE OBSERVED
TEST HOLE #2 (TH#2)
ELEVATION = 53.0
0-60" A/B/FILL
60-96" C CLAY LOAM 2.5 Y 5/4
MOTTLES OBSERVED @ 72"
NO GROUNDWATER OBSERVED
NO LEDGE OBSERVED
PERCOLATION INFORMATION
DESIGN RATE: 60 MPI

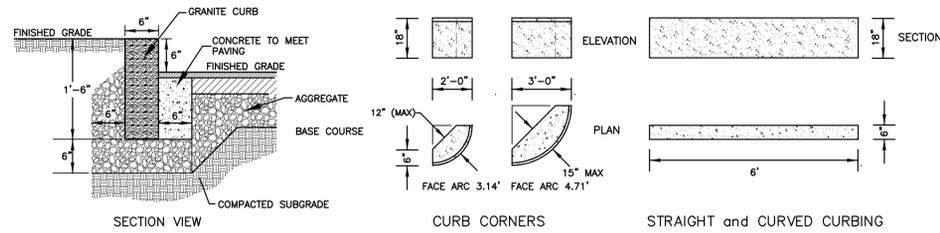


**SITE PLAN OF LAND IN
BROOKLINE, MA**

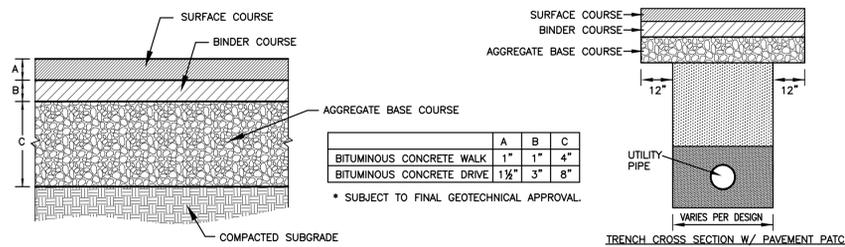
21 CROWNINSHIELD ROAD
OWNER/APPLICANT:
21 CROWN LLC
40 WILLIAMS STREET
BROOKLINE, MA 02446

SCALE: AS NOTED
DATE: OCTOBER 22, 2015
DRAWN: ES
CHECK: BB & MSK

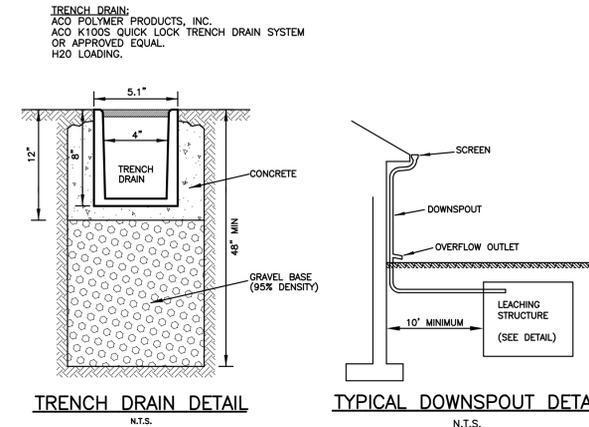
REVISIONS:		
1/6/16	VARIOUS REVISIONS	ES



CUT GRANITE CURB DETAIL
N.T.S.

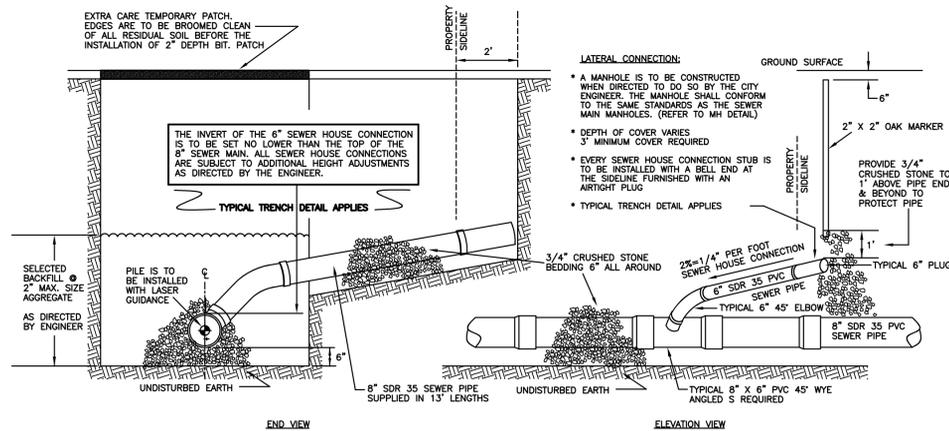


BITUMINOUS CONCRETE PAVING & PATCH DETAIL
N.T.S.

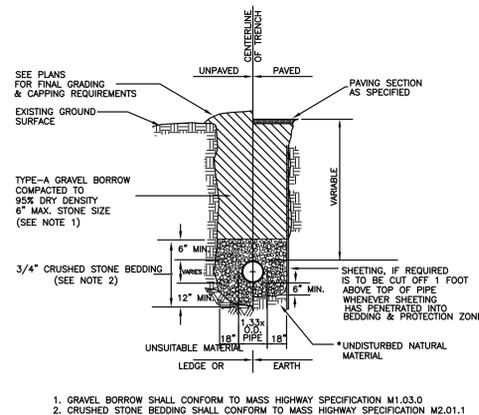


TRENCH DRAIN DETAIL
N.T.S.

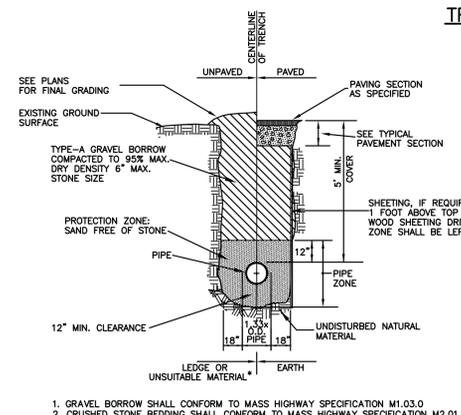
TYPICAL DOWNSPOUT DETAIL
N.T.S.



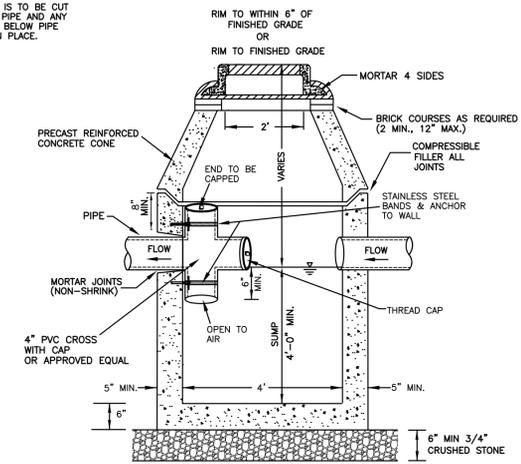
TYPICAL PVC SEWER HOUSE CONNECTION
N.T.S.



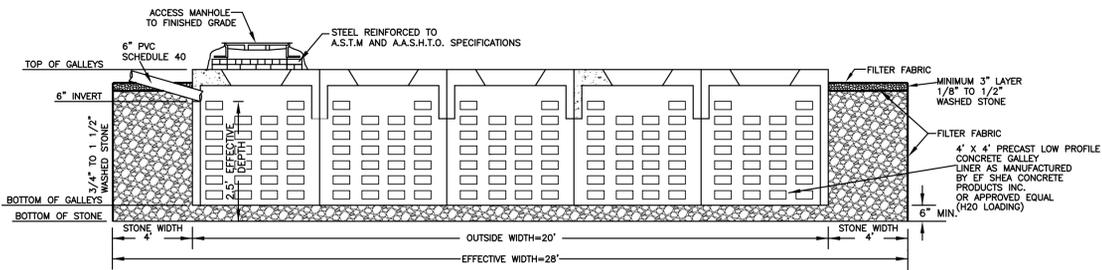
GRAVITY SEWER TRENCH DETAIL
N.T.S.



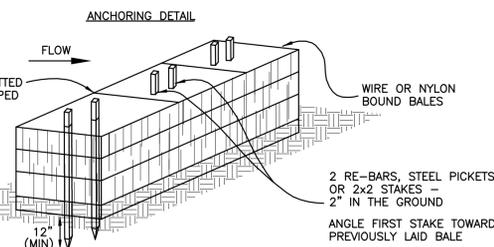
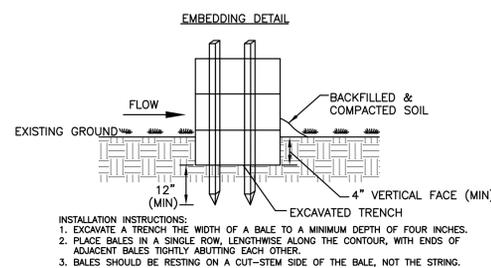
TYPICAL WATER TRENCH DETAIL
N.T.S.



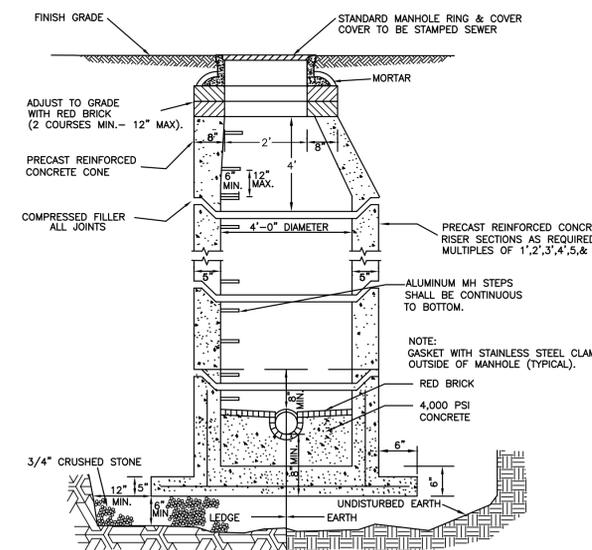
TYPICAL PRECAST CONCRETE DRAIN MANHOLE WITH PVC GAS TRAP
N.T.S.



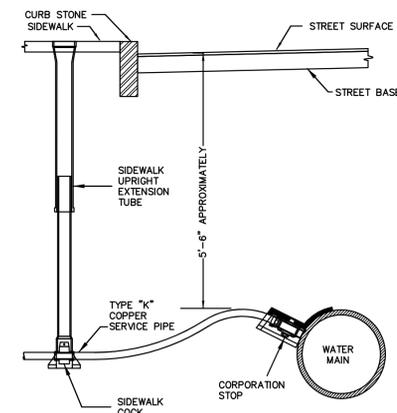
LOW PROFILE LEACHING GALLEY DETAIL
N.T.S.



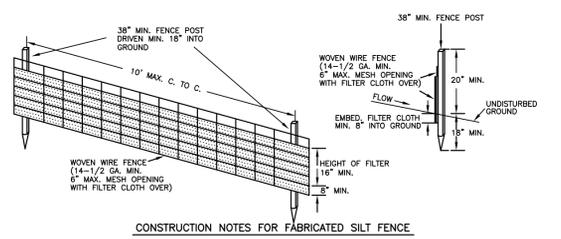
BALED HAY OR STRAW EROSION CHECKS
N.T.S.



TYPICAL PRECAST CONCRETE SEWER MANHOLE
N.T.S.



TYPICAL WATER CONNECTION
N.T.S.



- CONSTRUCTION NOTES FOR FABRICATED SILT FENCE**
- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
 - FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID-SECTION.
 - WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
 - MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
- POSTS: STEEL EITHER T OR U TYPE OR 2" HARDWOOD
- FENCE: WOVEN WIRE, 14-1/2 GA. 6" MAX. MESH OPENING.
- FILTER CLOTH: FILTER X, MIRAFI 100X, STABLINKA T140N OR APPROVED EQUAL.
- PREFABRICATED UNIT: GEOFAB, ENVIROFENCE, OR APPROVED EQUAL.

SILT FENCE DETAIL
N.T.S.

DPW APPROVAL
SITE PLAN #

**SITE PLAN OF LAND IN
BROOKLINE, MA**

21 CROWNSHIELD ROAD
OWNER/APPLICANT:
21 CROWN LLC
40 WILLIAMS STREET
BROOKLINE, MA 02446

SCALE: AS NOTED
DATE: OCTOBER 22, 2015
DRAWN: ES
CHECK: BB & MSK

REVISIONS:		
1/6/16	VARIOUS REVISIONS	ES

21 CROWNINSHIELD ROAD

BROOKLINE, MASSACHUSETTS

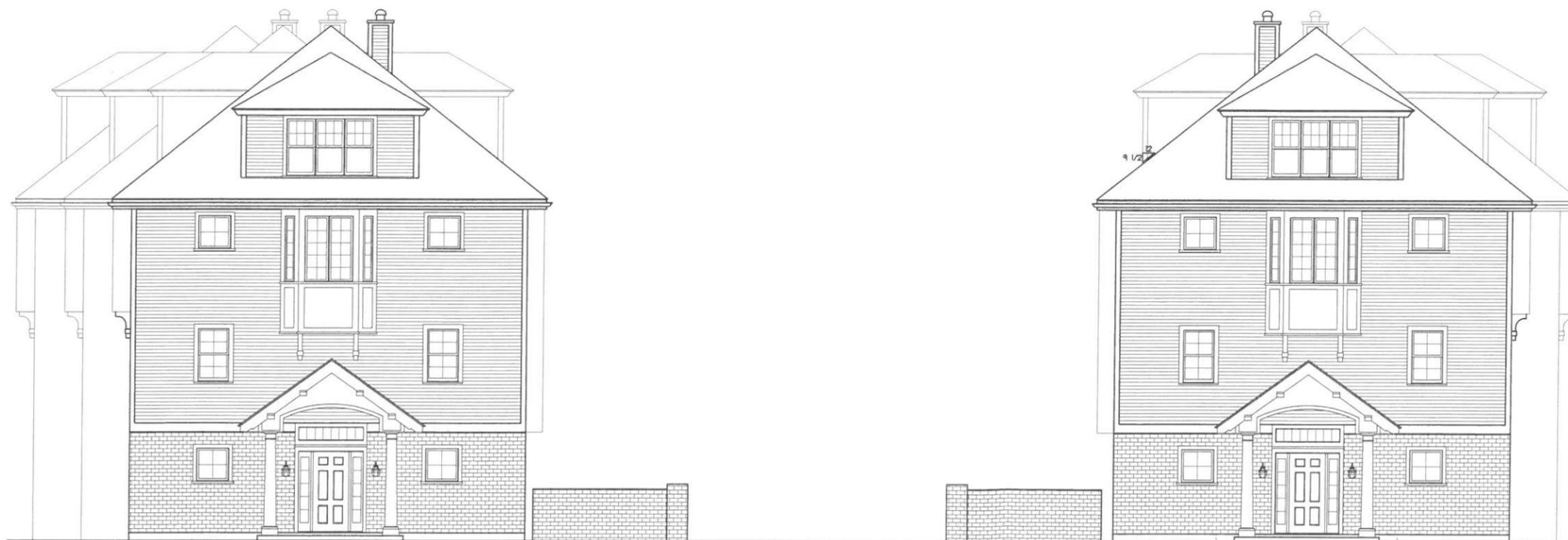
JANUARY 6, 2016

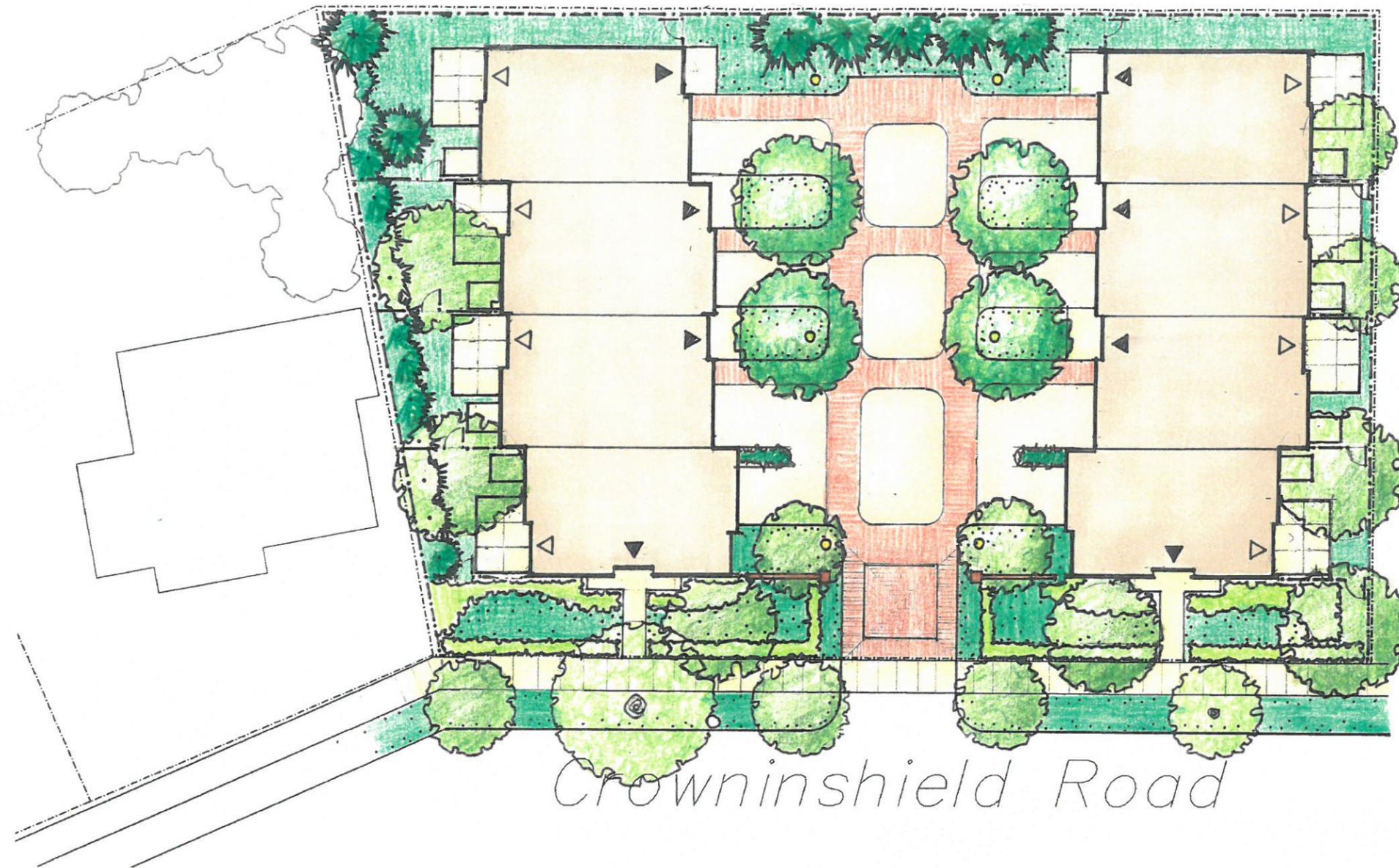
PROJECT TEAM: ANDREW T. ZALEWSKI, AIA

THE MZO GROUP
STONEHAM, MA

LIST OF DRAWINGS

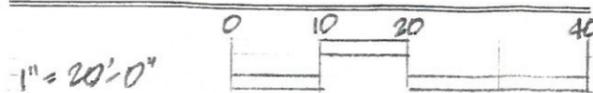
- L-1 LANDSCAPE PLAN
- A-1 ARCHITECT'S SITE PLAN
- A-2 NEIGHBORHOOD PLAN
- A-3 SITE PLAN
- A-4 GROUND FLOOR PLANS
- A-5 MAIN FLOOR PLANS
- A-6 SECOND FLOOR PLANS
- A-7 LOFT PLANS
- A-8 TYPICAL APARTMENTS
- A-9 FRONT ELEVATION
- A-10 & A-10A DRIVEWAY ELEVATIONS
- A-11 & A-11A SIDE ELEVATIONS
- A-12 BACK ELEVATION
- A-13 CROSS SECTION "A"
- A-14 STREET VIEW





Crowninshield Road

LANDSCAPE PLAN

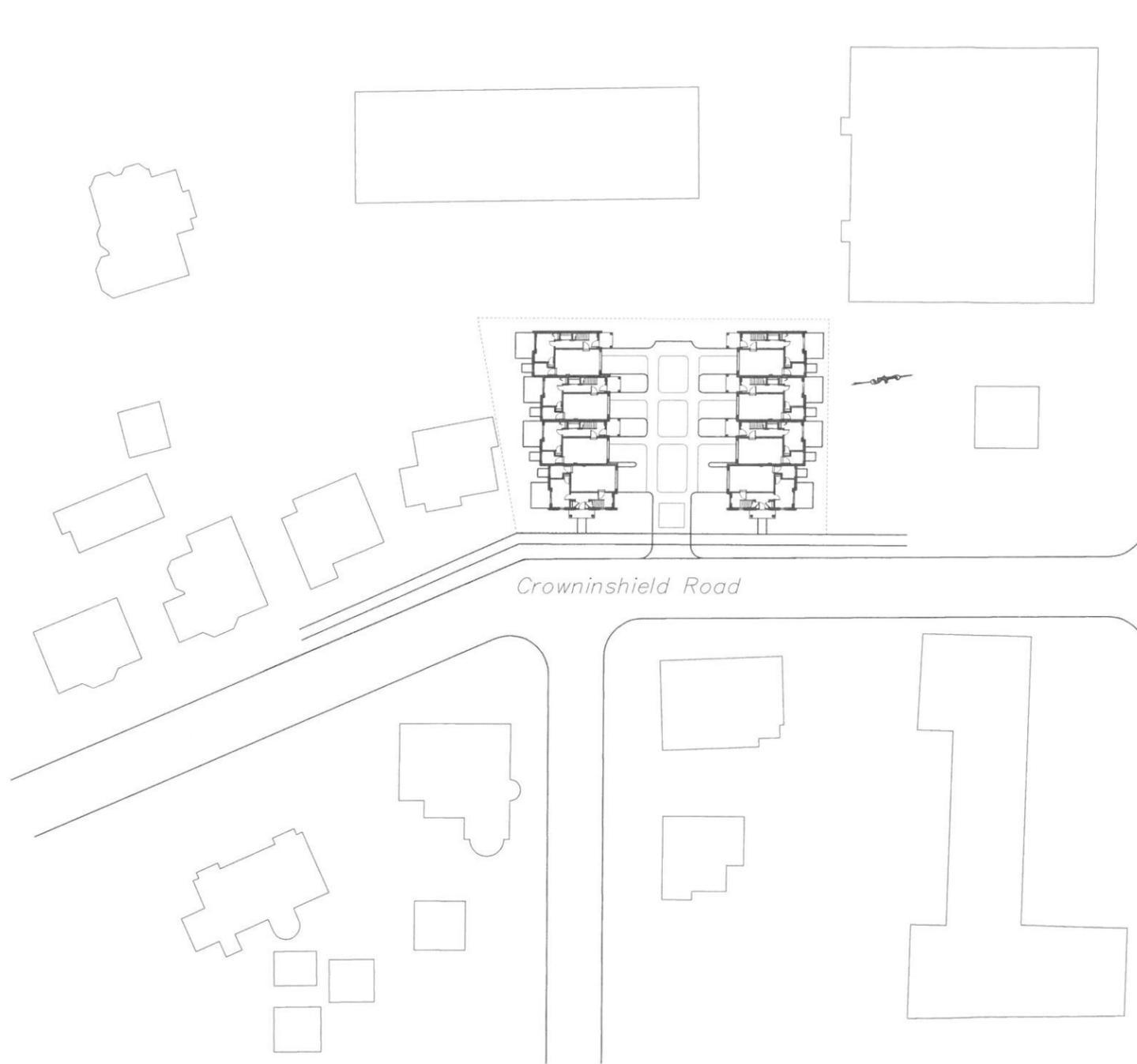


Crowninshield Road
 Brookline, MA

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Sheet L-1



Crowninshield Road

NEIGHBORHOOD PLAN

SCALE: 1 INCH = 30'-0"

Crowninshield Road
 Brookline, MA

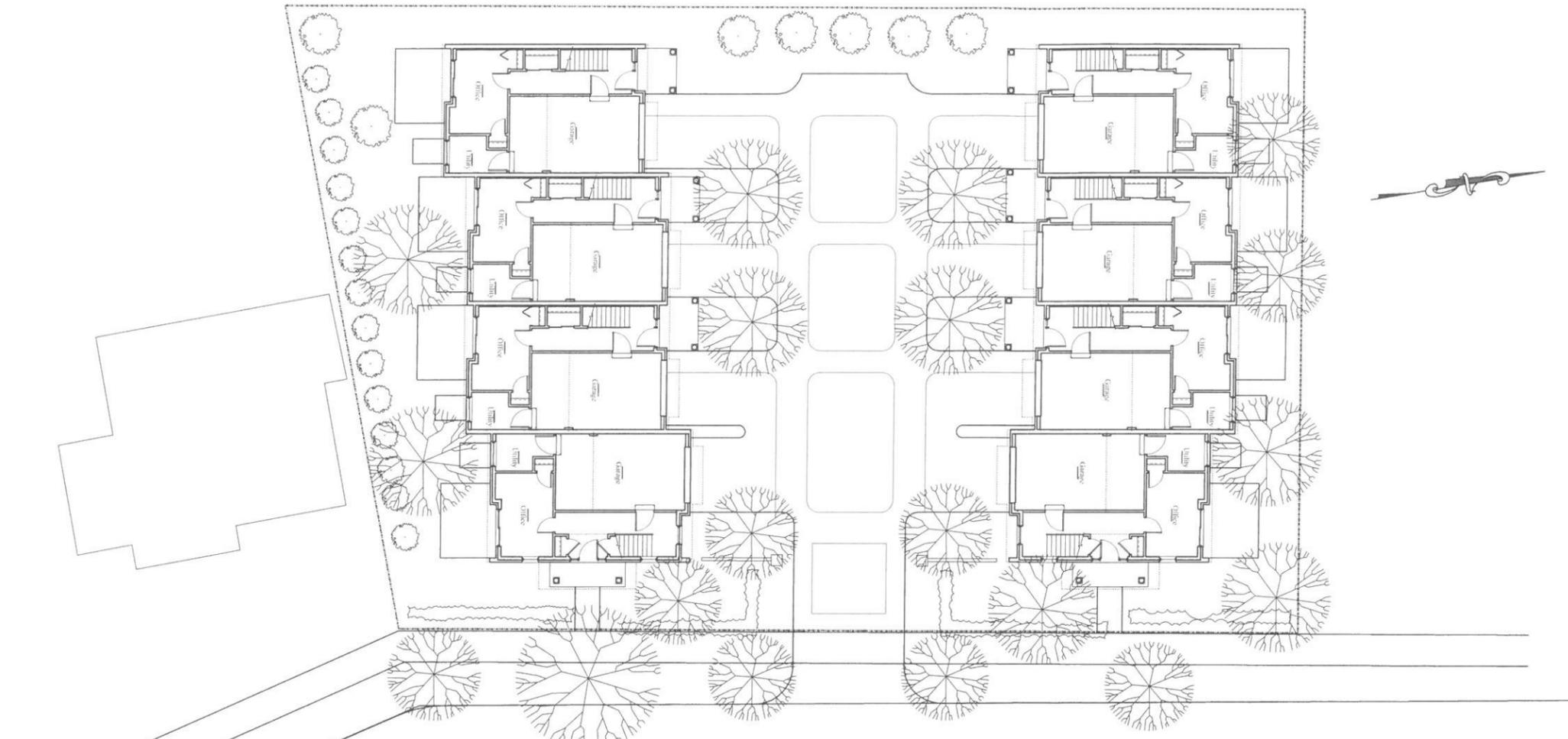
January 6, 2016

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Crowninshield Road

MAJOR TREES

SCALE: 1/10" = 1'-0"

Crowninshield Road

Brookline, MA

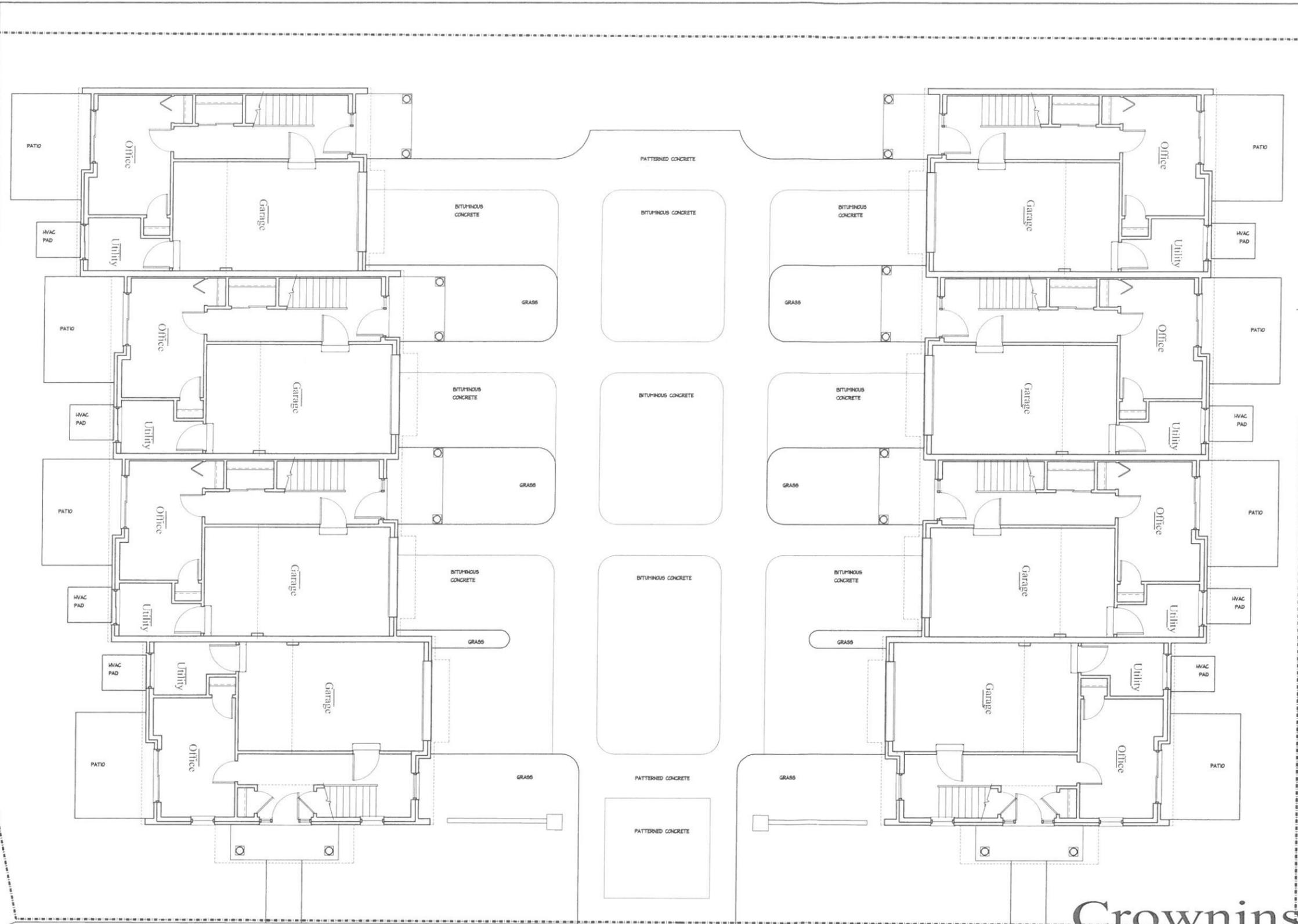
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LOT COVERAGE:
 BUILDINGS 33.6%
 DRIVEWAY: 23.9%
 WALKS 0.4%

OPEN SPACE 42.1% OF LOT AREA
 OPEN SPACE 36.4% OF GFA

(2) 2 1/2 STORY BUILDINGS
 8 UNITS
 18,144 SQ. FT. (GFA)
 (5,230 FOOTPRINT)
 8 GARAGES
 8 PARKING SPACES

← TOWN SIDEWALK →

Crowninshield Road

Brookline, MA

January 6, 2016

GROUND FLOOR PLAN

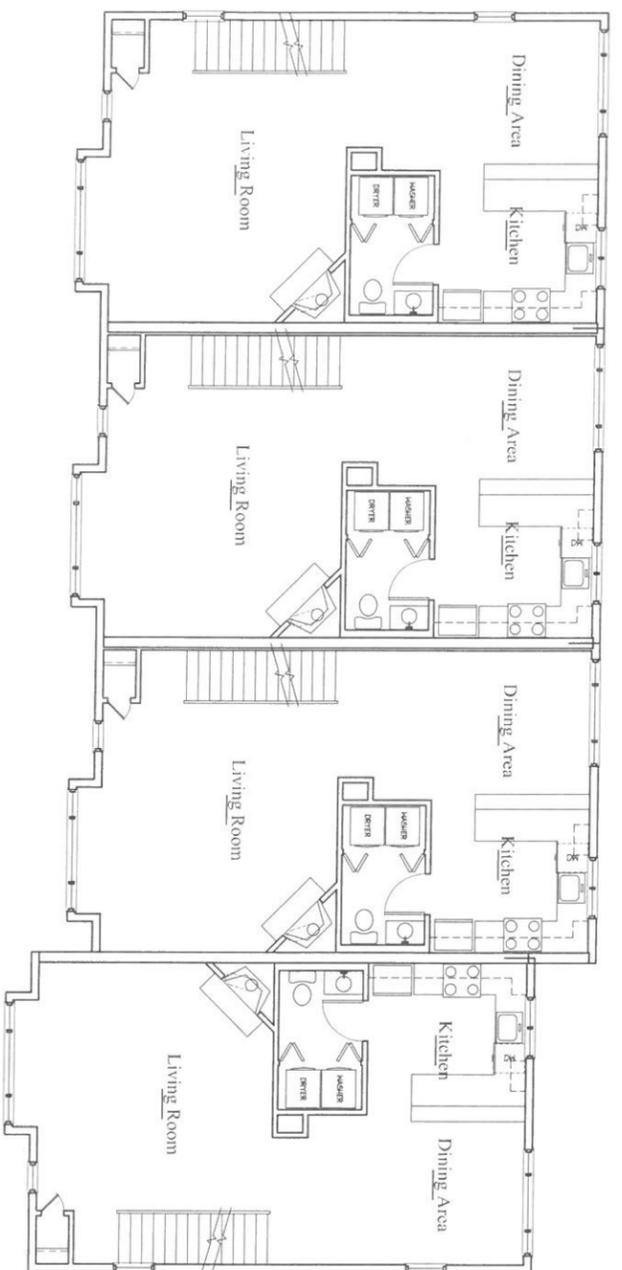
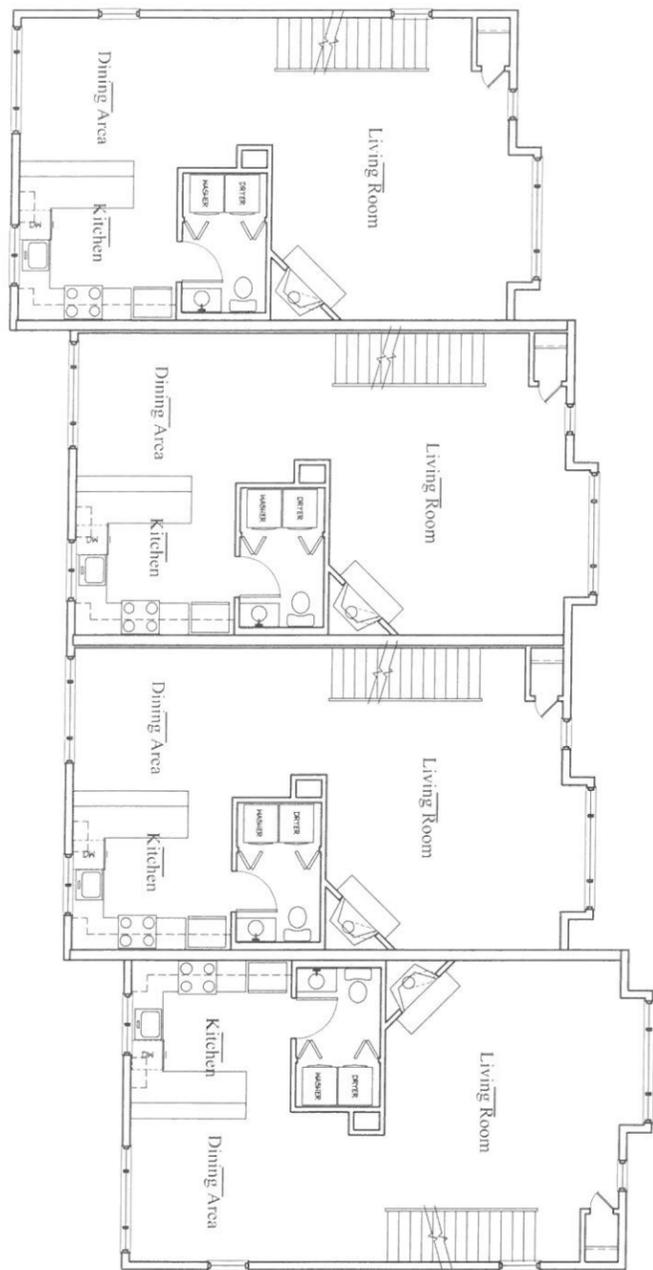
SCALE: 3/16" = 1'-0"

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Sheet A-4



FIRST FLOOR PLANS

SCALE 3/16" = 1'-0"

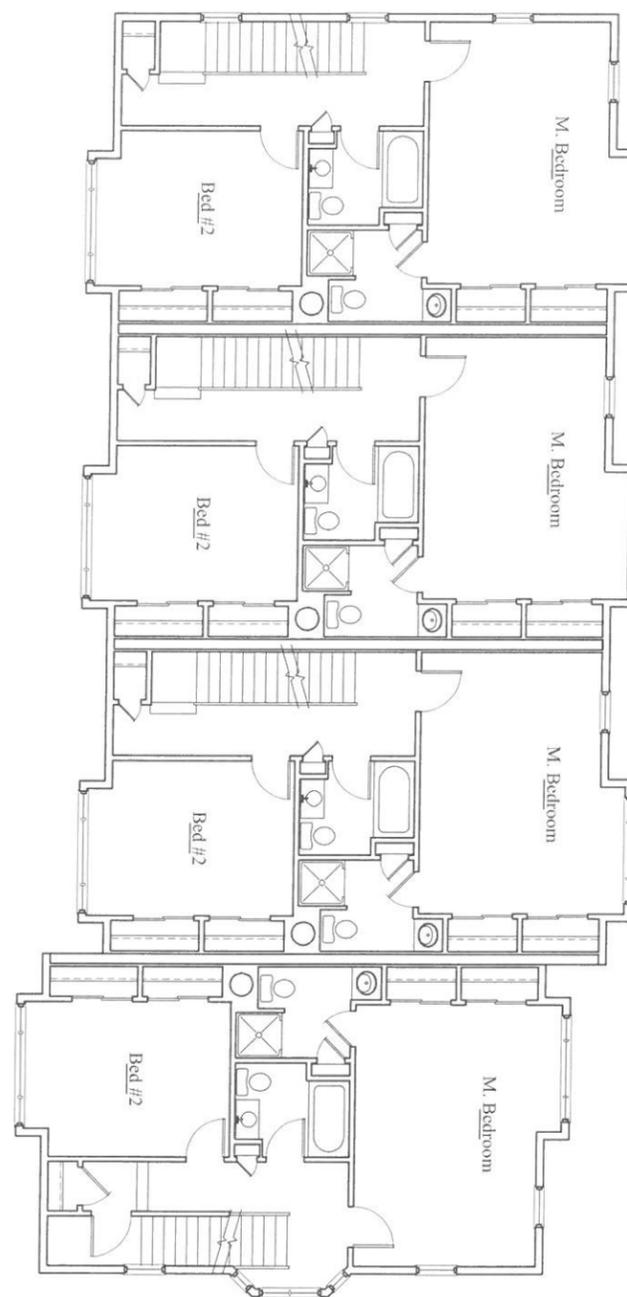
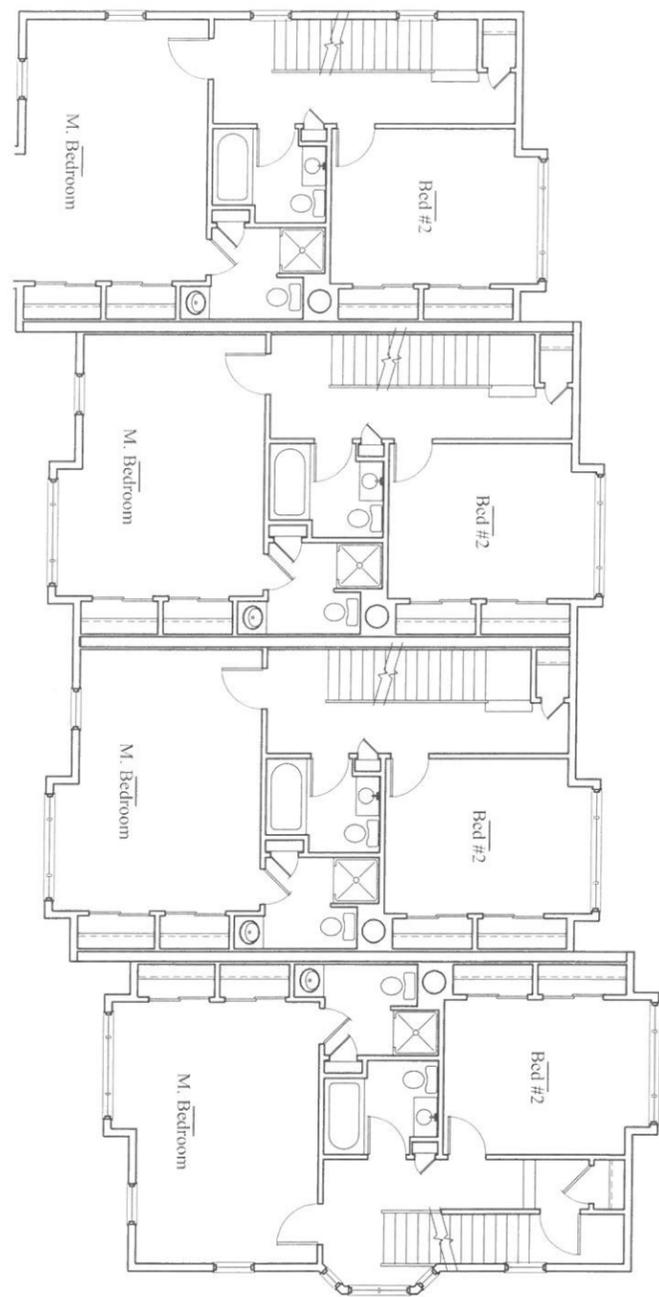
Crowninshield Road
 Brookline, MA January 6, 2016

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SECOND FLOOR PLANS

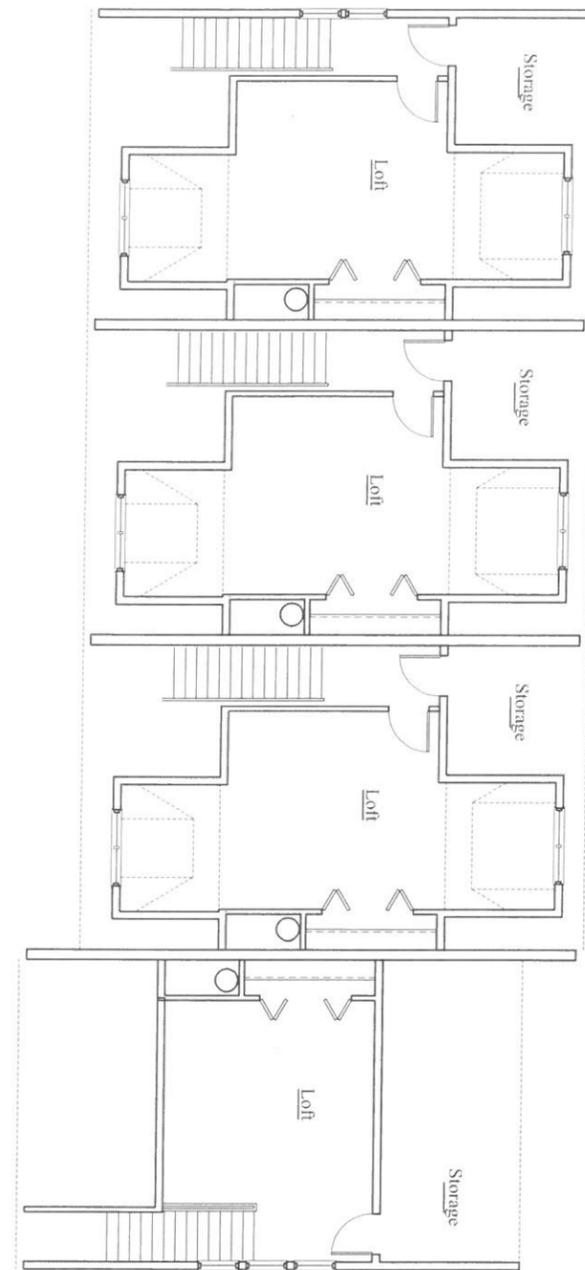
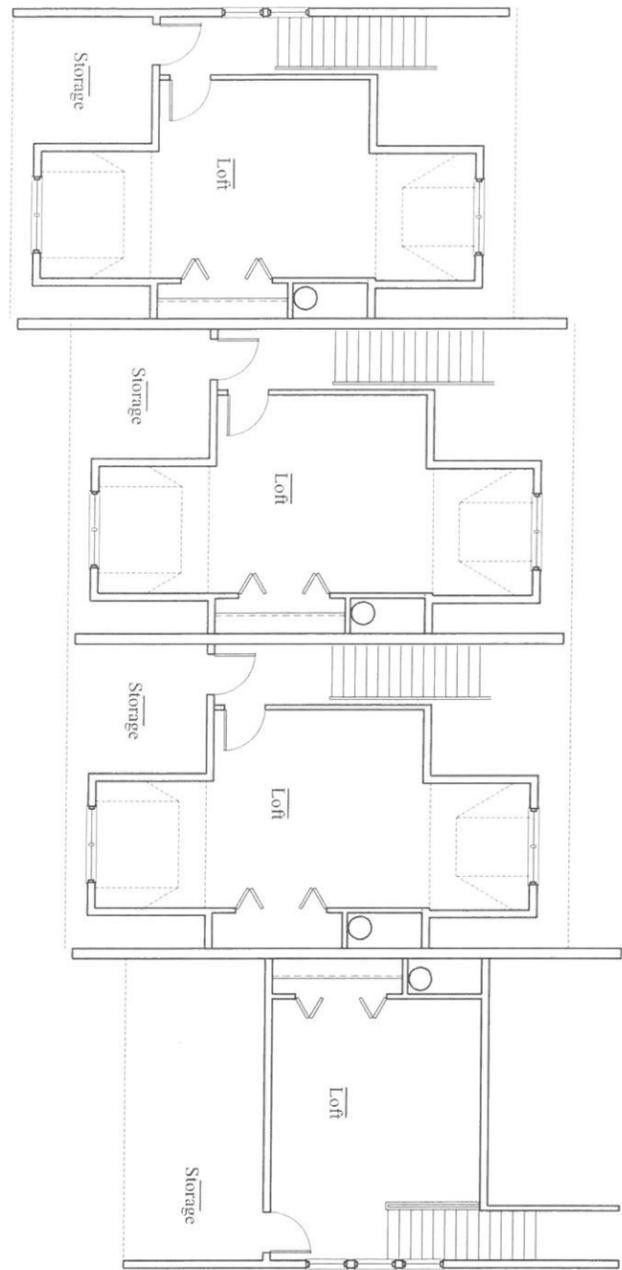
SCALE 3/16" = 1'-0"

Crowninshield Road
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Sheet A-6



LOFT PLANS

SCALE 3/16" = 1'-0"

Crowninshield Road
 Brookline, MA

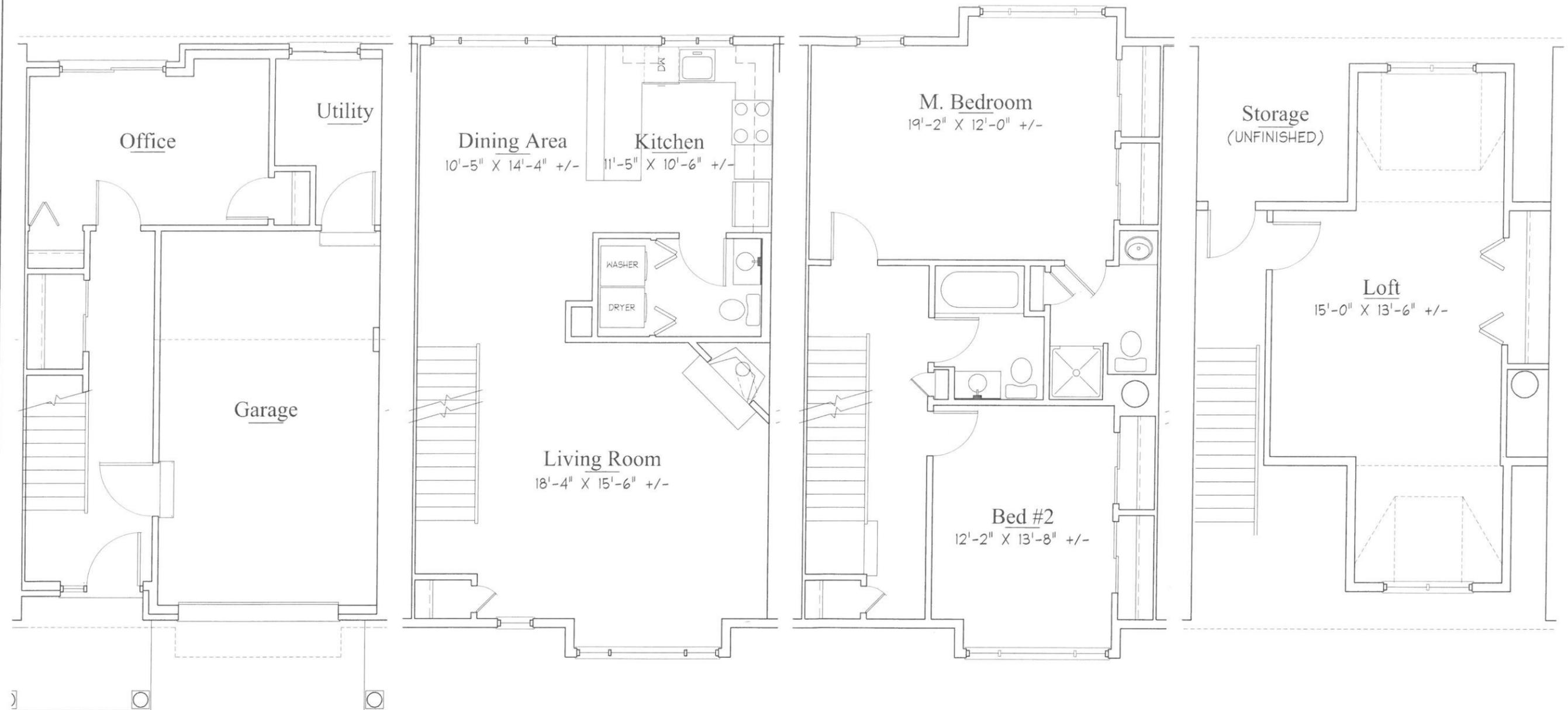
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GROUND FLOOR

MAIN FLOOR

SECOND FLOOR

LOFT

TYPICAL UNIT PLANS

SCALE: 3/8" = 1'-0"

Crowninshield Road

Brookline, MA

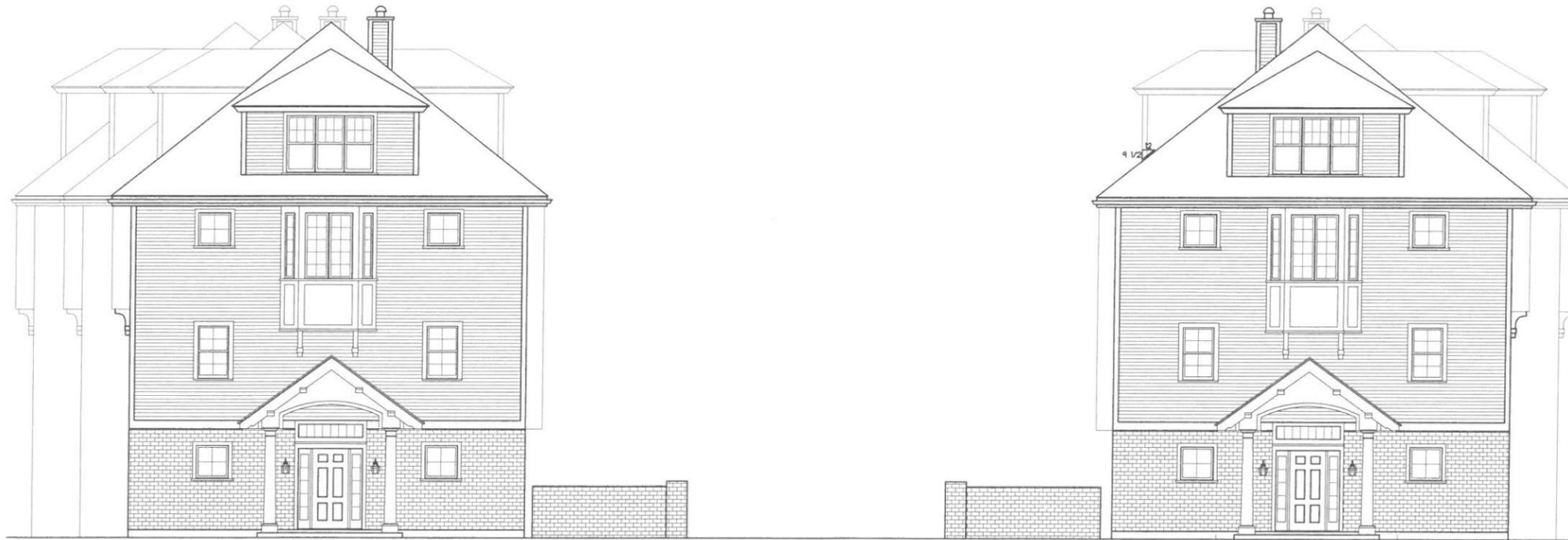
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FRONT ELEVATION

SCALE 3/16" = 1'-0"

Crowninshield Road
 Brookline, MA January 6, 2016

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RIGHT SIDE OF DRIVEWAY ELEVATION

SCALE 3/16" = 1'-0"

Crowninshield Road
 Brookline, MA January 6, 2016

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COMMONWEALTH AVE. ELEVATION

SCALE 3/16" = 1'-0"

Crowninshield Road
 Brookline, MA January 6, 2016

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ELEVATION FACING 25 CROWNINSHIELD RD.

SCALE 3/16" = 1'-0"

Crowninshield Road

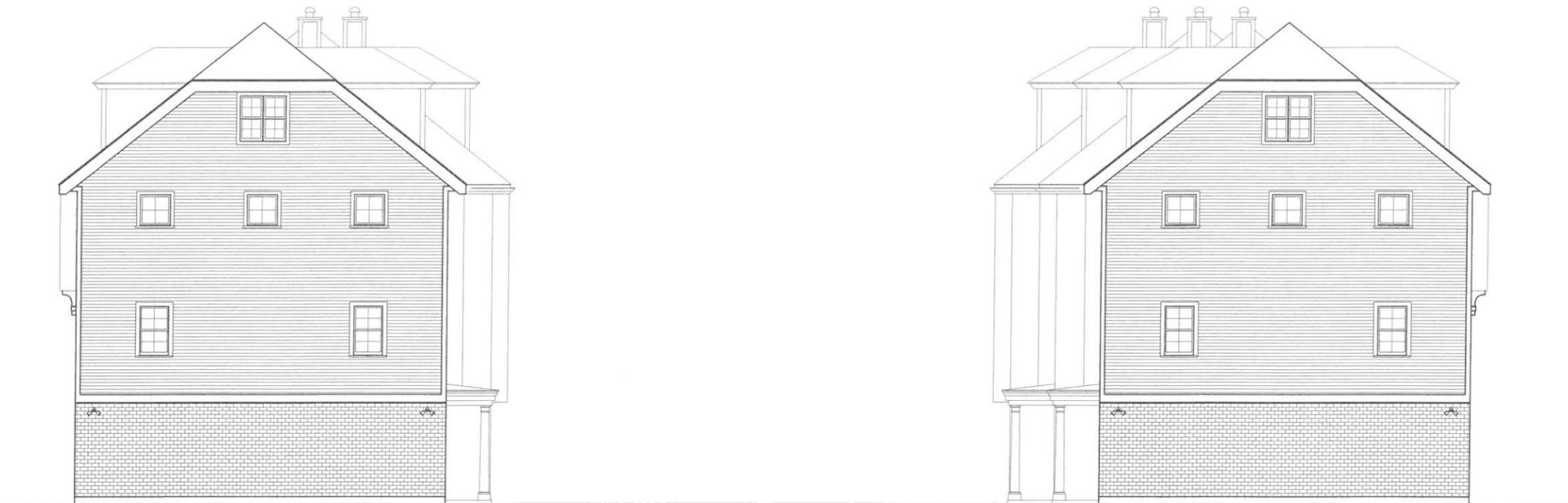
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BACK ELEVATION

SCALE 3/16" = 1'-0"

Crowninshield Road
 Brookline, MA January 6, 2016

The MZO GROUP
 DESIGNERS • ARCHITECTS • PLANNERS
 IN THE *MIQUELLE* TRADITION

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Sheet A-12

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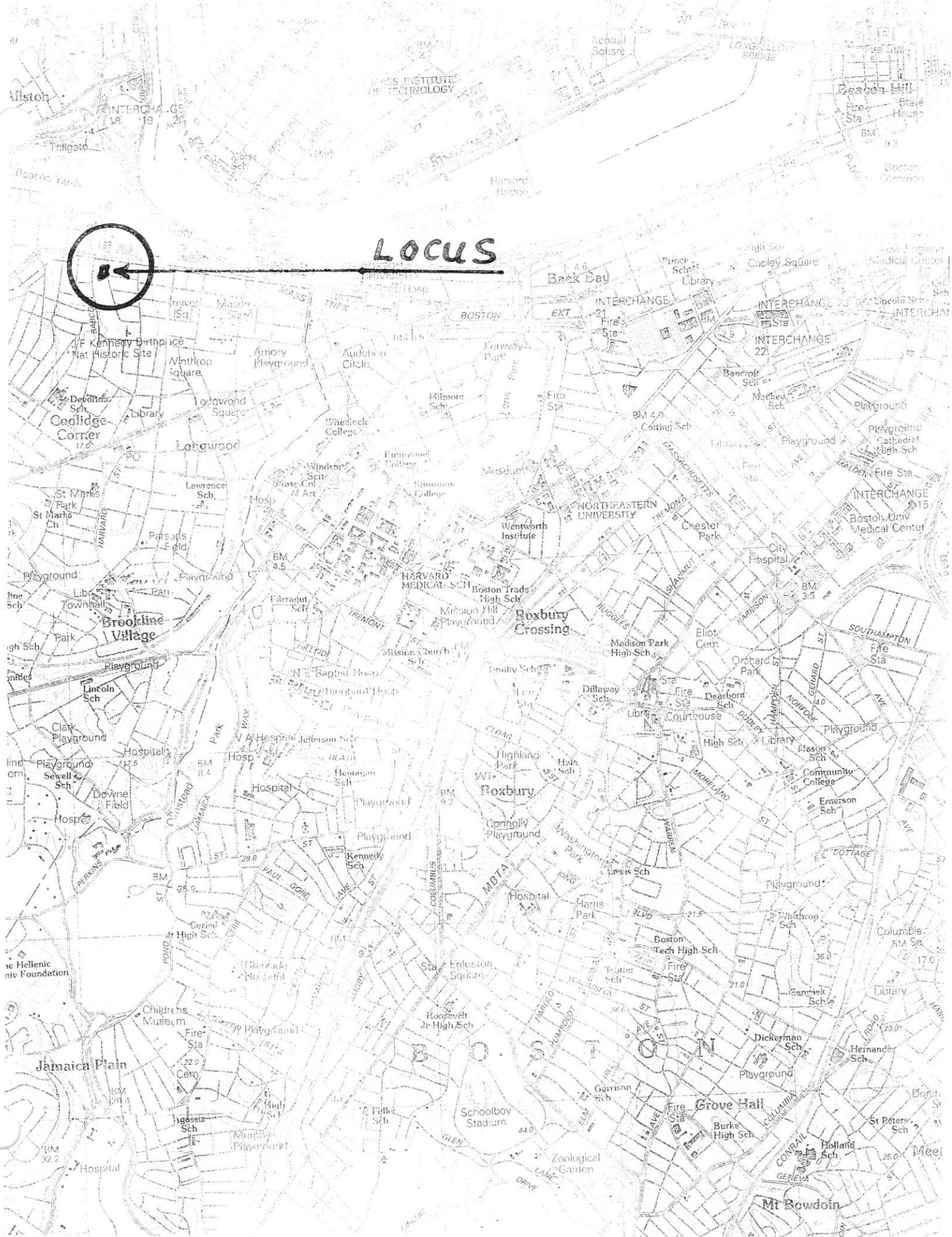








LOCUS



BOSTON



TOWN OF BROOKLINE

Property Record Card

Parcel Data

Parcel: 027-39-00	Owner1: 21 CROWN LLC	Sale Date: 11/17/2014	Account: 735
CollectorID: 634013	Owner2:	Sale Price: 1,660,000	Card#: 1
Location: 21 CROWNINSHIELD RD	Mailing: 40 WILLIAMS ST	Book/Page: 32702-150	Total Land: 8,524.00 SF
Alt Location:	Mailing2:	Cert Number:	Neighbhd: 305
Land Use: 101 ONE FAMILY H	City: BROOKLINE St: MA	Validity Code: V	Subdv Par:
Assessor Map: 6	Zip: 02446	Verified By: DEED	Subdv Type:
		Grantor: MCCARTHY ANNA C & AC	Subdv FY:

Inspect Date:	By:	Reason:	Result:	Notes:
05/02/2012	PDB	B: BLDG PERMIT	CF: COMPL-FAMILY	
04/19/2012	PDB	B: BLDG PERMIT	A: ATTEMPT	LC
04/26/2005	MM	R: RANDOM/REVAL	CO: COMPL-OWNER	
04/19/2005	MM	R: RANDOM/REVAL	A: ATTEMPT	

Previous Assessment Information

In Process: 1,311,600	Current FY: 2015	Assessed: 1,161,700	Prior FY: 2014
Residential Exempt:		Prior Res Exempt: 175,127.00	

Condo Parking

Condo Park Type:	Condo Garage Spaces:	Condo Covered Spaces:	Condo Open Spaces:
	0.00	0	0

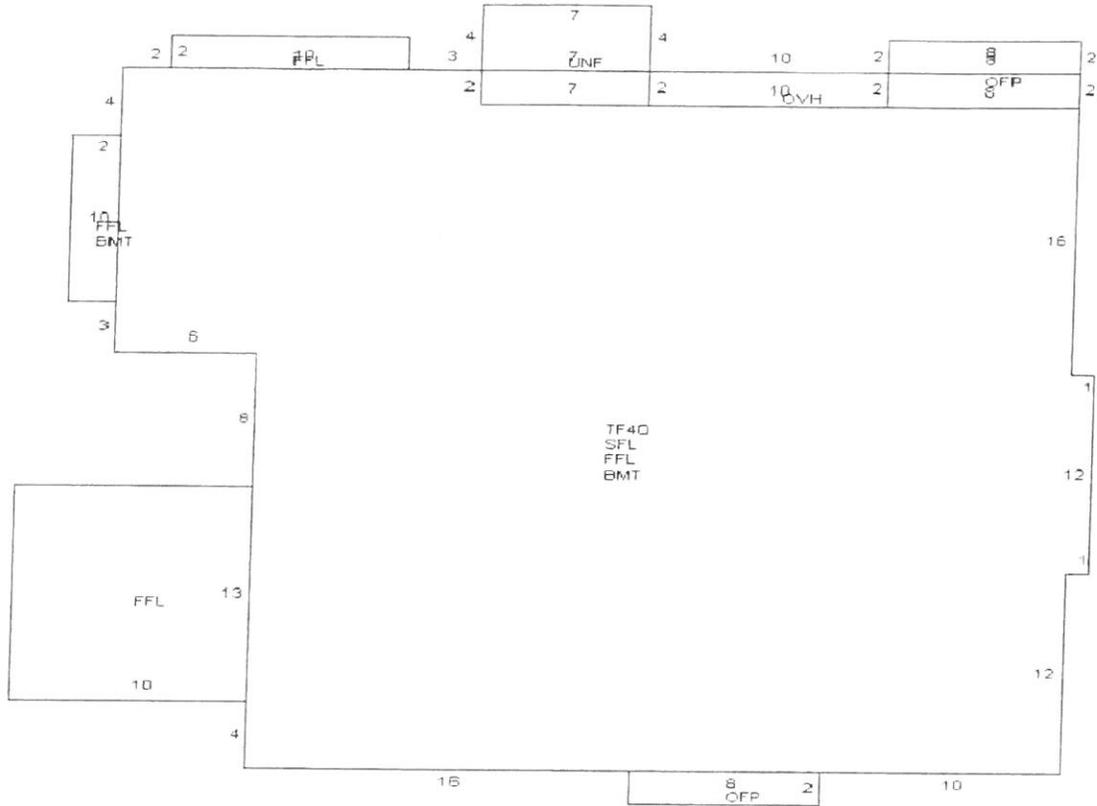
Building Description/Condo Unit Information

Use Code: 101: ONE FAMILY H	Bsmt Garage Cap: 0	Num Elevators: 0.00
Type: OS: OLD_STYLE	Attached Garage Area:	Condo Kitchen Type:
Stories: 2.4	Heat Fuel: O: OIL	Condo Building Number:
Occupancy: 1	Heat Type: HW: HOT WATER	Condo CDU: 0
Foundation: ST: STONE	Percent Air Cond: 0	Condo Pct Interest: 0.00
Ext Wall: ST: STUCCO	Full Baths: 2	Condo Base Floor:
Roof Type: H: HIP	Full Bath Qual: O: OLD STYLE	Rooms: 12
Roof Cover: AS: ASPHALT-SHNG	Half Baths: 1	Bedrooms: 6
Year Built: 1910	Half Bath Qual: O: OLD STYLE	First Floor Area: 1,662
Grade: C+: AG	Kitchen Qual: O: OLD STYLE	Upper Floor Area: 2,139
Overall Cond: A: Average	Extra Kitchens: 0	Basement Area: 1,512
Interior Cond: A: Average	Fireplaces: 1	Basement Finished: 0
Exterior Cond: A: Average	Stacks: 0	Basement Grade:

Image



etch



Sub Areas

Sub Area Code:	Description:	Sketched Area:	Finished Area:	Alt Type:	Quality:	Pct:
FFL	1ST FLOOR	20.0	20.0			
FFL	1ST FLOOR	1,492.0	1,492.0			
SFL	2ND FLOOR	1,492.0	1,492.0			
OVH	OVERHANG	50.0	50.0			
BMT	BASEMENT	20.0	0.0			
OFF	OPEN PORCH	32.0	0.0			
BMT	BASEMENT	1,492.0	0.0			
TF40	TFL 40%	1,492.0	596.8			
FFL	1ST FLOOR	130.0	130.0			
OFF	OPEN PORCH	16.0	0.0			
UNF	UNFINISHED	42.0	0.0			

Land Details

Type: P	Size: 8.524	NBC: 305	Parking: Y	Influence1:	Influence2:	Influence3: 00
	Zoning: S-7	Class: 3	Spaces: YES	Inf1Pct:	Inf2Pct:	Inf3Pct: 0.00

cription:	Size:	Grade:	Cond:	Year:
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Building Permit History

Permit Date:	Num:	Amount:	Work Type:	Pct:	Work:
06/30/2011	637	1,000	RM	100	REPLACE SUB PANEL, INSTALL (2) 20A CIRCUITS FOR A/ C

TOWN OF BROOKLINE

Property Record Card

Parcel Data

Parcel: 027-38-00	Owner1: 21 CROWN LLC	Sale Date: 11/17/2014	Account: 734
CollectorID: 633017	Owner2:	Sale Price: 1,660,000	Card#:
Location: OFF CROWNINSHIELD RD	Mailing: 40 WILLIAMS ST	Book/Page: 32702-150	Total Land: 7,032.00 SF
Alt Location:	Mailing2:	Cert Number:	Neighbhd: 305
Land Use: 106 OUT BLD	City: BROOKLINE	St: MA	Validity Code: V
Assessor Map: 6	Zip: 02446	Verified By: DEED	Subdv Par:
		Grantor: MCCARTHY ANNA C & AC	Subdv Type:
			Subdv FY:

Inspect Date:	By:	Reason:	Result:	Notes:
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Previous Assessment Information

In Process: 681,300	Current FY: 2015	Assessed: 573,900	Prior FY: 2014
Residential Exempt:		Prior Res Exempt:	

Condo Parking

Condo Park Type:	Condo Garage Spaces:	Condo Covered Spaces:	Condo Open Spaces:
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Building Description/Condo Unit Information

Use Code: 106: OUT BLD	Bsmt Garage Cap:	Num Elevators:
Type:	Attached Garage Area:	Condo Kitchen Type:
Stories:	Heat Fuel:	Condo Building Number:
Occupancy:	Heat Type:	Condo CDU:
Foundation:	Percent Air Cond:	Condo Pct Interest:
Ext Wall:	Full Baths: 0	Condo Base Floor:
Roof Type:	Full Bath Qual:	Rooms:
Roof Cover:	Half Baths: 0	Bedrooms:
Year Built:	Half Bath Qual:	First Floor Area:
Grade:	Kitchen Qual:	Upper Floor Area:
Overall Cond:	Extra Kitchens:	Basement Area:
Interior Cond:	Fireplaces:	Basement Finished:
Exterior Cond:	Stacks:	Basement Grade:

Image

Sketch

Sub Areas

Sub Area Code:	Description:	Sketched Area:	Finished Area:	Alt Type:	Quality:	Pct:
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Land Details

Type:	Size:	NBC: 305	Parking:	Influence1:	Influence2:	Influence3:
	Zoning:	Class: 3	Spaces:	Infl1Pct:	Infl2Pct:	Infl3Pct:

Detached Structures / Amenities

Description: G2: GAR-2.0S	Size: 528	Grade: A	Cond: A	Year: 1920
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Building Permit History

Permit Date:	Num:	Amount:	Work Type:	Pct:	Work:
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21 Crowninshield Rd

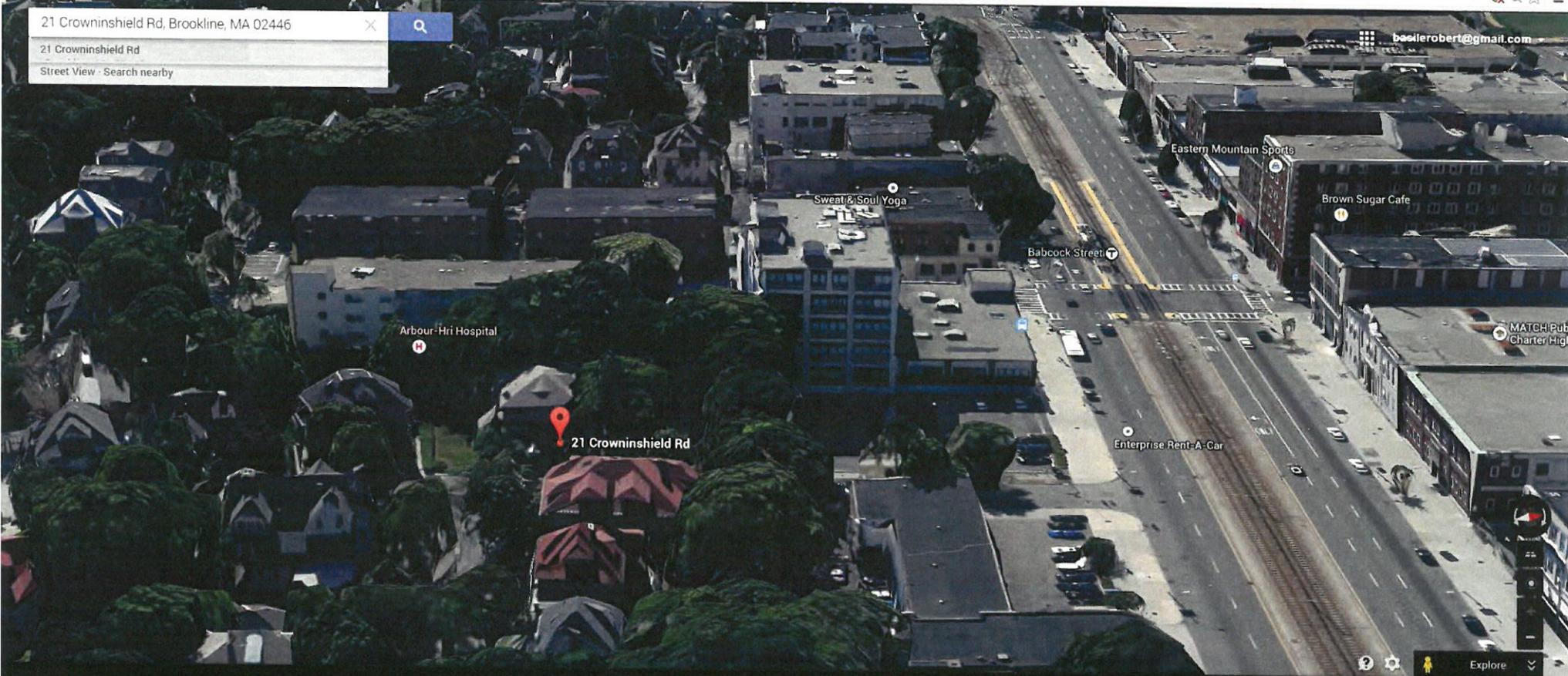
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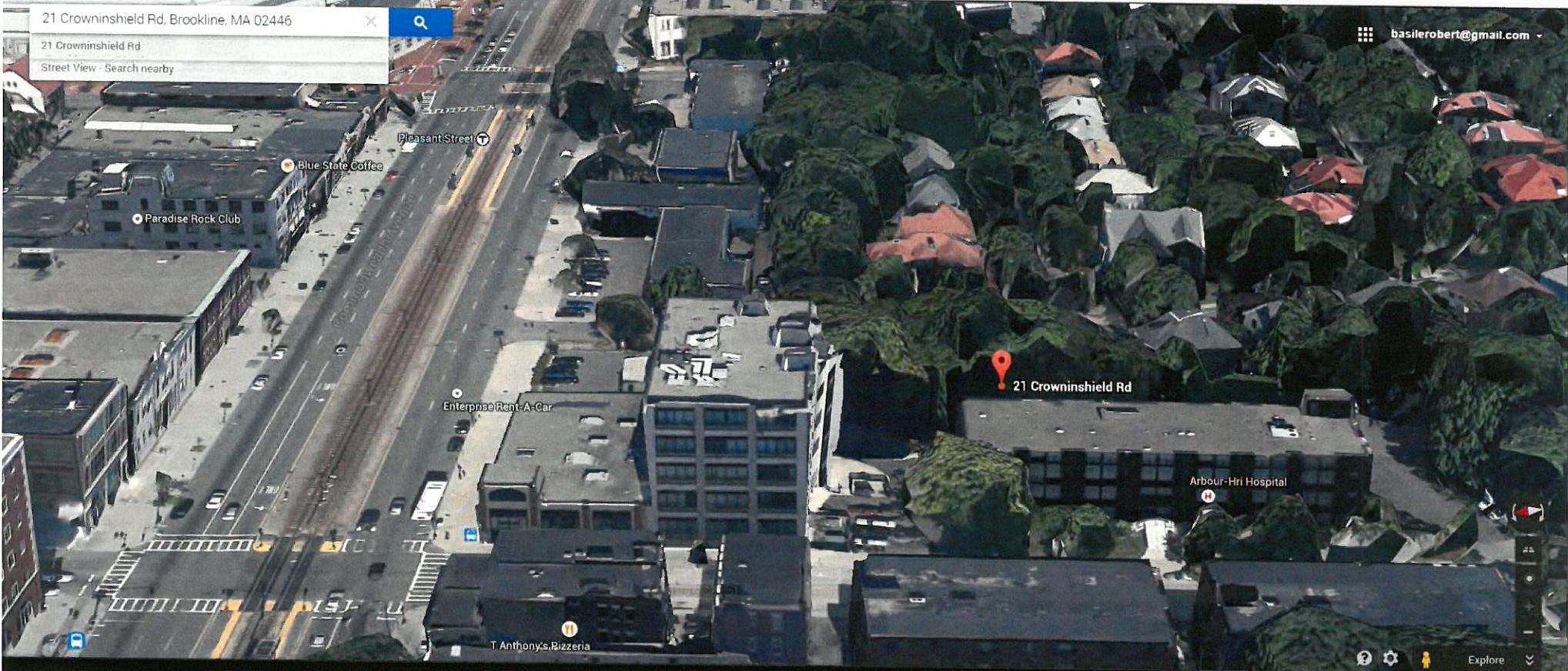
Google earth

1995

42°21'03.22" N 71°07'14.04" W elev 84 ft eye alt 374 ft

21 Crowninshield Rd, Brookline, MA 02446
21 Crowninshield Rd
Street View - Search nearby





21 Crowninshield Rd, Brookline, MA 02446
21 Crowninshield Rd
Street View - Search nearby

