



Roth Family, LLC 40 Centre Street, Brookline, MA

Conceptual Project Rendering

04.11.2016



40 CENTRE PLACE

BROOKLINE, MA

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

Submitted by:
40 Centre Street, LLC
April, 2016

40 CENTRE PLACE

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SECTION 1

REQUEST FOR FINDINGS OF FACT

Town of Brookline, Massachusetts
ZONING BOARD OF APPEALS

Premises affected: An 10,889 square foot parcel of land, on 40 Centre Street

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

Roth Family 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 45 rental units (36 market rate and 9 affordable units) on land located at 40 Centre Street in Coolidge Corner. 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 by Sections 30.00 and 31.00 of the Rules and Regulations of the Housing Appeals Committee of the Department of Communities and Development.

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. Roth Family LLC, a limited dividend organization within the meaning of General Laws, Chapter 40B, 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 legal interest in the proposed site sufficient to qualify it as a recipient of a Comprehensive Permit for this site.

3. MassHousing, the administrator of the New England Fund Program (“NEF”), will be the subsidizing agency 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 December 5, 2014. 8.1% is the reported percentage.
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.

Roth Family LLC

By: _____
Robert Roth

SECTION 2

PROJECT DATA SUMMARY

SECTION 2
PROJECT DATA SUMMARY

1. Applicant

Roth Family LLC (the "Applicant") has been organized under the General Laws of the State of Massachusetts and is qualified for the express purpose of undertaking the planning, development and operating of "40 Centre Place", an apartment development in the Coolidge Corner neighborhood of Brookline. The Applicant will develop 45 rental units on a limited dividend basis, as required under all laws and regulations of the Commonwealth of Massachusetts. Robert Engler of SEB, LLC, is the Applicant's 40B housing consultant with extensive experience numerous housing developments over the past 40 years. The Applicant respectfully requests that all notices from the Board in connection with this Application be sent to Robert Engler/SEB, LLC, 165 Chestnut Hill Avenue #2, Brighton, MA 02135.

2. Description of the Development

40 Centre Place will consist of 45 rental units on 5 floors above a ground floor parking garage containing 17 parking spaces. The units will range in size from 494sf. Studios to 1194sf. 3-bedroom units; 9 of the 45 units will be available to households qualifying under DHCD and 40B guidelines as low or moderate income, in this case 50% of Area Median Income. These units will remain affordable in perpetuity.

The bedroom mix will be as follows:

5	Studios
20	1 BR
15	2 BR
5	3 BR

Preliminary architectural and engineering drawings are attached hereto under separate cover.

The proposed site is located in a residential multi-family zone (M-1) which does allow for multifamily uses. Consequently, a special permit will be requested and other variances as will various other exceptions to the underlying zoning in order to develop this project as proposed.

SECTION 3

APPLICANT STATUS

SECTION 3
APPLICANT STATUS

Roth Family LLC agrees to conform to the limited dividend requirements of Chapter 40B which, in turn, require that the developer abide by whatever such requirements are imposed by the affordable housing program being proposed, in this case - MassHousing. Accordingly, the Applicant will be signing a Regulatory Agreement which will govern both the affordable housing requirements and the limited dividend restrictions over time. An annual report addressing these issues will be filed by the Applicant's CPA and provided to MassHousing with copies to the Town.

SECTION 4

PROJECT ELIGIBILITY LETTER



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

March 16, 2016

Mr. Robert Roth
Roth Family LLC
40 Centre Street
Brookline, MA 02445

**Re: Forty Centre Street
Project Eligibility/Site Approval
MassHousing ID #810**

Dear Mr. Roth:

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”).

Roth Family LLC has submitted an application with MassHousing pursuant to Chapter 40B. You have proposed to build 45 units of rental housing (the “Project”) on approximately 10,889 square feet of land located at 40 Centre Street (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 for the Project 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 to MassHousing. In response to a request from the Brookline Planning Director made on behalf of the Board of Selectmen, this review period was extended to forty five (45) days. Municipal comments identified the following major areas of concern:

Demolition of Existing Structure: The Town expressed concern that the project proposal would result in the demolition of the existing, 2-story, c. 1920 building. They expressed the opinion that the wholesale replacement of well-maintained, existing buildings was contrary to the spirit of Smart Growth and The Sustainable Development Principles, which encourage re-use and rehabilitation of existing buildings rather than their demolition.

Insufficient Parking: The Town expressed concern that the amount of parking proposed (17 spaces) would not be enough to serve the proposed 45-unit development. They suggested that the building footprint be modified to accommodate additional surface parking to the rear of the building.

Building Size: The Selectmen's letter expressed the opinion that the proposed building was too large within the surrounding neighborhood context on Centre Street, and that it would dwarf adjacent structures. They suggested a reduction in building mass, height, and footprint.

Lack of Open Space: The Town noted that the project lacked usable open space, and asked that the Applicant consider the creation of a rooftop garden area to serve building residents.

Fire Safety: The Town asked that the Applicant meet with the Fire Chief to discuss potential fire safety issues.

Additional Project Information: The Town requested that prior to or as part of the Applicant's application for a Comprehensive Permit, that they provide a variety of additional material aimed at clarifying the building's visual impact on the surrounding neighborhood, including a 3D model, shadow study, stormwater study; traffic, circulation and parking study; and site context plan showing relative building setbacks for nearby structures.

Efforts to Meet Local Need for Affordable Housing: The Town provided a detailed narrative describing past and ongoing municipal actions aimed at addressing the documented need for affordable housing in Brookline.

Comments Outside of the Findings

While Comprehensive Permit Rules require MassHousing, acting as Subsidizing Agency under the Guidelines, to "accept written comments from Local Boards and other interested parties" and to "consider any such comments prior to issuing a determination of Project Eligibility, " they also limit MassHousing to specific findings outlined in 760 CMR 56.04(1) and (4). The following comment submitted to MassHousing is not within the scope of our review:

Age Restriction: The Town asked that the Applicant explore the possibility of restricting the tenant pool to people at least 55 years of age. They noted that while they are aware that while there is a need for family housing in Brookline, there is also a documented need for senior housing. They noted further that Coolidge Corner is an optimal location for senior housing due to the proximity of public transit, commerce and services.

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, the following issues should be addressed in your application to the Brookline Zoning Board of Appeals (ZBA), and you should be prepared to explore them more fully in the Comprehensive Permit Process:

- 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. In particular, the Municipality has requested a stormwater and drainage report be submitted prior to or as a part of their application to the ZBA.
- The Applicant should be prepared to address Municipal 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. In particular, the Applicant should be prepared to respond to requests to mitigate visual impacts to abutting properties and increase the building's front setback on Centre Street.
- The Applicant should be prepared to provide additional material necessary to better evaluate the building's visual impact on the surrounding neighborhood. (The Applicant has indicated that they will provide a shadow study to assess impacts of the building on surrounding properties.)
- The Applicant should explore the possibility of providing a roof-top garden, or some other open space area for building residents, and be prepared to discuss this issue at the local hearing.
- The Applicant should be prepared to address Municipal concerns relative to the limited quantity of parking provided, and the potentially negative implications of overflow parking on area roadways.

- The Applicant should meet with Brookline public safety officials (fire and police) to review Project plans prior to application to the Zoning Board of Appeals.

This Site Approval is expressly limited to the development of no more than 45 rental units under the terms of the Program, of which not less than twelve 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 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.

40 Centre Street
MassHousing #810
Project Eligibility Letter

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy C. Sullivan', written over a horizontal line.

Timothy C. Sullivan
Executive Director

cc: Ms. Chrystal Kornegay, Undersecretary, DHCD
Neil Whisinsky, Chairman, Board of Selectmen
Jesse Geller, Chairman, Zoning Board of Appeals

Attachment 1

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

40 Centre Street, Brookline, MH #810

After the close of a 30-day review and comment period and extension, if any, 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 \$69,000.

Proposed gross rent levels of \$1275 for a one bedroom affordable unit, \$1,418 for a two-bedroom affordable unit and \$1,555 for a three-bedroom affordable unit accurately reflect current affordable rent levels for the Boston-Quincy-Cambridge HMFA under the NEF Program, less utility allowances of \$118, \$150, and \$187 for the one, two- and three-bedroom units, respectively. MassHousing’s Appraisal and Marketing Division (A&M) notes that typical of higher-end communities, proposed 80% affordable rents are close to maximum allowable affordable rents, though significantly lower than market rents.

A letter of interest was provided by Country 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 MassHousing staff’s site inspection, 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. The area is zoned M-1 (apartment building), and there are numerous multi-family buildings in the immediate area. The area is also conveniently located, and in close proximity to public transportation, commerce and service uses.

The Town of Brookline does not have a DHCD Certified Housing Production Plan. According to DHCD's Chapter 40B Subsidized Housing Inventory (SHI), updated through February 2, 2016, Brookline has 26,201 units of housing, of which 2,415 (9.22%) are listed on the Subsidized Housing Inventory (SHI) as of February, 2016.

The Municipal comment letter provides a detailed description of their ongoing efforts to increase the creation and preservation of affordable housing in Brookline. They are also currently in the process of reviewing several 40B applications, and anticipating more submissions in the near future. That said, the continued need for affordable housing is supported by U.S Census data from the 2010-2014 American Community Survey (ACS), which indicates that of the 25,408 households in the City of Brookline, approximately 19.9% (5,066 HH) earn less than 30% of the HUD published 2015 AMI (\$98,500), approximately 29.9% (7,600 HH) earn less than 50% of the 2015 AMI, and nearly 34.9% (\$8,864 HH) earn less than 60% of the 2015 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):**

The proposal includes a single, six-story building containing five levels of residential units above ground-level parking. Although significantly taller than the existing building on the Site, the proposed structure is generally within the scale of the surrounding mixed-use and multi-family building typology. Indeed, a substantial, four-story brick apartment building is located immediately to the west, and a 9-story apartment building is located to the rear of the Site.

The architectural style of surrounding buildings is varied, ranging from rambling, wood-frame Victorian buildings to more modern, multi-story, brick and cement-clad apartments complexes further west on Centre Street and along Beacon Street. While obviously modern in style, elevations for the proposed new building at 40 Centre Street incorporate subtle references to massing, articulation and materiality that can be seen elsewhere in Brookline. The Centre Street façade is anchored by traditional, light-colored brick, and articulated with a cement-panel clad, five-story bay projecting out over the garage entrance. The windows are grouped to imply a residential scale, and feature carefully located trim details corresponding to changes in the façade materials. The roofline is broken by parapets of varying heights to emphasize the building massing. The building's southeastern and northwestern facades, facing adjacent residential buildings, are marked by protruding private residential balconies.

- **Relationship to adjacent streets/Integration into existing development patterns**
The Project is located on Centre Street, immediately across from the main municipal parking lot for the Coolidge Corner Business District. Surrounding development is

characterized by a mix of mid-scale, multi-family and office/commercial structures. The proposed site plan, which consists of a mid-sized, multi-family structure on a relatively small lot, conforms with existing development patterns on Centre Street.

- **Density**

The Developer intends to build 45 homes on .25 buildable acres. The resulting density is 180 units per buildable acre, which is appropriate for a multi-family structure in a semi-urban context in close proximity to public transit.

- **Conceptual Site Plan**

The Site Plan is relatively straightforward, consisting of a single, eight-story, rectangular building placed centrally on a small lot, with limited front, rear or side setbacks. The primary entrance leads out directly on to Centre Street. Podium parking on the first level is located in a garage with two-way access directly in and out from the street.

- **Environmental Resources**

Environmental resources were not a factor in the Site Plan.

- **Topography**

The Site is level with Centre Street and surrounding properties, and does not appear to have been a factor in the design of the proposed Project.

(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 45-rental apartments to be financed under the NEF Program. There will be 33 market-rate units with proposed average monthly rent levels of \$2,000 for the studios, \$2500 for the one bedroom units, \$3000 for the two bedroom units, and \$4,000 for the three-bedroom units.

MassHousing's Appraisal and Marketing Division (A&M) reviewed comparable rental developments in the area and noted that proposed market rents appear to fall within the range of adjusted comparable market rents. They note further, however, that although the site is located in a community of higher income and home values, the proposal does not include many of the amenities found at comparable high-end properties.

MassHousing's Appraisal and Marketing Division (A&M) report a high demand for rental housing in Brookline, noting that despite predictions of a moderate but steady increase in the supply of rental units, vacancy rates are predicted to decrease from 1.6% currently to 0% in 2019. Rents are predicted to continue to climb 12.9% during the same period. 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.

40 Centre Street
MassHousing #810
Project Eligibility Letter

(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-Is" appraisal which indicates a land valuation of \$3,700,000. A preliminary review of the Project pro-forma indicates that the per-unit construction costs are well within the normal range for similar multi-family developments. Based on a proposed investment of \$4,473,877 in private equity, the application pro forma 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 and has executed an Acknowledgement of Obligations to restrict their profits in accordance with the Applicable Limited Dividend provisions.

(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 Applicant controls the entire 10,889 square foot Site by virtue of a Deed recorded with the Norfolk County Registry of Deeds on February 10, 2016 at Book 33847, page 297.

SECTION 5

DEVELOPMENT TEAM

DEVELOPMENT TEAM

DEVELOPER:

Roth Family LLC
40 Centre Street
Brookline, MA 02445
Tel: 617 861 2587
Contact: Bob Roth
RRoth@Capitolcoveri.com

DEVELOPMENT CONSULTANT:

SEB, LLC
165 Chestnut Hill Avenue
Brighton, MA 02135
Tel: 617 782 2300 x 201
Contact: Robert Engler
bob@s-e-b.com

ARCHITECT:

Cube 3 Studio
360 Merrimack Street Building 5, Floor 3
Lawrence, MA 01843
Tel: 978 989 9900
Contact: Brian O'Connor
boconnor@cube3studio.com

CIVIL ENGINEER:

J.F. Hennessy Co.
P.O. Box 909
Brookline, MA 02446
Tel: 508 879 0030
Contact: Burt Corey

TRAFFIC CONSULTANT:

Vanasse & Associates, Inc.
35 New England Business Center
Andover, MA 01810
Tel: 978 474 8800
Contact: Giles Ham
gham@rdva.com

LEGAL COUNSEL:

SECTION 6
SITE CONTROL

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

MASSACHUSETTS STATE EXCISE TAX
Norfolk Registry of Deeds
Date: 02-10-2016 @ 12:33pm
Ct1#: 788 Doc#: 12489
Fee: \$16,416.00 Cons: \$3,600,000.00

CERTIFY

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

QUITCLAIM DEED

3 pages

I, Warren J. Becker, of Wayland, Middlesex County, Massachusetts, Trustee of the Warren J. Becker Living Trust, under agreement of trust dated June 17, 2014 (see Trustee's Certificate recorded herewith), for consideration paid and in full consideration of Three Million Six Hundred Thousand Dollars (\$3,600,000.00), grant to Roth Family LLC, a Massachusetts Limited Liability Company with an address of 172 Dean Road, Brookline, MA 02445, with QUITCLAIM COVENANTS,

That certain parcel of land, with the buildings thereon, situated in Brookline, Norfolk County, Massachusetts, being Lot B on a plan drawn by Henry F. Bryant, dated April 27, 1909, recorded with Norfolk Deeds, Book 1114, Page 225, bounded and described as follows:

- NORTHEAST by Center Street, seventy-two (72) feet;
- NORTHWEST by land now or formerly of Annie F. Tracey, being Lot A on said plan, one hundred fifty (150) feet;
- SOUTHWEST by land now of later of Mary J. Shailer, seventy-three and 19/100 (73.19) feet;
- SOUTHEAST by land formerly of George W. Taylor and now or formerly of the City of Boston, one hundred fifty (150) feet;

Containing 10,889 square feet, or however otherwise said premises may be bounded, measured of described and be any or all of said measurements more or less.

Subject to and with the benefit of all rights, easements, restrictions and reservations of record insofar as in force and applicable.

Return to:

Property Address: 40 Centre Street, Brookline, MA 02446

The signatory to this document hereby waives and releases any and all rights of homestead in the subject property. No present or former spouse or partner in a civil union occupies the property or is entitled to an estate of homestead.

For title reference see deed to Grantor dated September 30, 2014 and recorded at Norfolk County Registry of Deeds on October 1, 2014 in Book 32593, Page 528.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Witness my hand and seal this 8th day of February, 2016.

Warren J. Becker M.D.
Warren J. Becker, Trustee of the Warren J. Becker Living Trust

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this 8th day of February, 2016, before me, the undersigned notary public, personally appeared Warren J. Becker, proved to me through satisfactory evidence of identification, which was *personally known to me* to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed for its stated purpose.

Stephanie F. DeMambro
Notary Public
My Commission Expires
STEPHANIE F. DeMAMBRO
Notary Public
Commonwealth of Massachusetts
My Commission Expires September 23, 2018

EXISTING CONDITIONS PLAN

STANDARD FORM
PURCHASE AND SALE AGREEMENT

This day of August, 2015

1. PARTIES AND MAILING ADDRESSES Warren J. Becker, of 51 Woodridge Road, Wayland, MA 01778, hereinafter called the SELLER, agrees to sell and
Roth Family LLC, of 172 Dean Rd, Brookline, MA 02445, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION The land with the buildings thereon known as and numbered 40 Centre Street, Brookline, Massachusetts. For a more specific description see Norfolk County Registry of Deeds, Book 32593, Page 524.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith.
No medical or dental fixtures are included with the sale
4. TITLE DEED Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
a. Provisions of existing building and zoning laws;
b. Existing rights and obligations in party walls which are not the subject of written agreement;
c. Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
d. Any liens for municipal betterments assessed after the date of this agreement;
e. Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises, to wit, mixed office and residential.
f.
5. PLANS If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED TITLE In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. PURCHASE PRICE The agreed purchase price for said premises is **Three Million Six Hundred Thousand Dollars (\$3,600,000.00)**, of which:
\$125,000.00 have been paid as a deposit this day and
\$2,600,000.00 Seller will loan Buyer \$2,600,000.00 of the purchase price. The loan will be payable on or before August 11th, 2016 under the terms set forth in the promissory note attached hereto and incorporated herein. The note will be secured by a mortgage deed from Buyer or Buyer's nominee to Seller.
\$875,000.00 are to be paid at the time of delivery of the deed in cash, or by electronically wired funds, certified, cashier's, treasurer's or bank check(s), or by conveyancer's attorney's check.
\$3,600,000.00 TOTAL
8. TIME FOR PERFORMANCE; DELIVERY OF DEED Such deed is to be delivered at 12 o'clock noon on the 15th day of February, 2016 at the Buyer's Attorney's office with Buyer to give Seller at least three days notice of change of

WB



location, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. The BUYER shall have the option of changing the time of day for the closing provided the closing is the same date.

9. POSSESSION AND CONDITION OF PREMISES. Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this agreement.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days. "Reasonable efforts" shall require the expenditure of no more than \$10,000.00 by Seller, exclusive of monetary liens.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE. The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- A. pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - B. If a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED. The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE. To enable the SELLER to make conveyance as herein provided, the SELLER shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or in accordance with standard conveyancing practice and procedure. Discharges of mortgages to private individuals or entities, as opposed to institutional lenders, shall be delivered by Seller at closing and mortgages shall be paid out of Seller's net sales proceeds at closing.
15. INSURANCE. Until delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|----|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| a. | Fire and extended coverage \$ | As presently insured. The risk of loss shall remain with the Seller until the deed conveying title to the Buyer is recorded. |
| b. | | |
16. ADJUSTMENTS. Collected rents, water and sewer use charges, and taxes for the then current fiscal year, shall

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[Signature]

be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental periods shall be apportioned if and when collected by either party.

17. ADJUSTMENT TO UNASSESSED AND ABATED TAXES.

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKER'S FEE

A Broker's fee for professional services as per listing agreement is due from SELLER to Jacob Realty if, as and when title passes from Seller to Buyer and the agreed upon consideration is paid to Seller.

19. BROKER(S) WARRANTY

Stricken.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Seller's Attorney, Jonathan A. White, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending written instructions mutually given by the SELLER and the BUYER or by a court of competent jurisdiction. The deposit shall be placed in an FDIC insured account.

21. BUYER OR SELLER DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be Seller's sole and exclusive remedy at law and equity for any breach of this Agreement by Buyer. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to compute exactly the damages which would accrue to Seller in such event. Therefore, the parties have taken these facts into account in settling the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default hereunder, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have had the benefit of counsel with regard to the provisions of this Paragraph 21.

If the Seller shall fail to fulfill the Seller's agreements herein, the Buyer shall have all rights in law and equity including by way of illustration and not limitation specific performance and money damages and legal fees and costs and other expenses of enforcement or collection.

22. RELEASE BY HUSBAND OR WIFE

Stricken.

23. BROKER AS PARTY

Stricken.

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER nor BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representation not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **None**

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26. MORTGAGE
CONTINGENCY
CLAUSE

Stricken.

27. CONSTRUCTION OF
AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

30. CARBON MONOXIDE
DETECTORS

The Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148, § 26F 1/2 or that the premises are otherwise exempted from the statute.

31. ADDITIONAL
PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference. See Rider A and Promissory Note attached hereto and incorporated herein.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE
SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.


SELLER (or Spouse)

SELLER


BUYER
ROBERT S. ROTH
MANAGER FOR
ROTH FAMILY LLC

BUYER

Broker(s)



RIDER A

Seller: Warren J. Becker
Buyer: Roth Family LLC
Property: 40 Centre Street, Brookline

32. **Notices.** All notices required or permitted to be given hereunder shall be in writing and delivered by hand, by certified mail, postage pre-paid, return receipt requested, by express mail, by express courier service, by email or by facsimile transmission, in the case of Seller to Seller's attorney:

Jonathan A. White, Esquire
White, Freeman & Winter, LLP
30 Colpitts Road
Weston, MA 02493
781-893-4700
781-893-5935 fax
jwhite@whitefwinter.com

and in the case of Buyer at:

Saul Feldman
185 Devonshire Street, Suite 400, Boston, Ma 02110
617-523-1825

Except as otherwise provided herein, all such notices shall be deemed to have been duly given on (i) the date of receipt if delivered by hand, by express courier or by facsimile or email transmission provided it is delivered or, in the case of facsimile or email, sent, during regular business hours between 8:00 a.m. - 5:00 p.m. or (ii) the earlier of the date of receipt and the date of first attempted delivery by the U.S. Postal Service, if transmitted by mail.

33. **Assignment.** If Buyer makes an assignment of their rights under this Agreement, or if Buyer records a copy of this Agreement, Seller at their option, may declare Seller's obligations hereunder to be null and void and Buyer shall be deemed to be in default of Buyer's obligations.
34. **Brokers.** The parties warrant to each other that each has dealt with no broker or other person entitled to a broker's commission in connection with this transaction except the broker(s) listed herein. If either party were to breach the foregoing representation, the breaching party shall indemnify and hold the non-breaching party harmless from any

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claim, loss, damage, cost or liability for any brokerage commission or fee which may arise due to such breach. This provision shall survive the closing hereunder.

35. **Conveyancing Standards.** Any title or practice issues at the time of delivery of the deed which are the subject of title or practice standards of the Massachusetts Real Estate Bar Association shall be determined according to those standards to the extent applicable, and to the extent such title standard does not contradict Massachusetts case and/or any expressed term or condition of this Agreement.
36. **Errors or Omissions.** If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within ninety (90) days of the date of delivery of the deed to the party to be charged, together with supporting documentation to evidence such errors or omissions, then such party agrees to promptly make a payment to correct the error or omission.
37. **Counsel.** Both parties are represented by counsel and consulted with counsel before signing this Agreement.
38. **Inspection.** The Buyer has had the opportunity to inspect the premises and has not relied upon any representation made by the Seller or either broker except as set forth in this Agreement. The Buyer shall take possession of the property as is as of the time of Buyer's inspection except as otherwise stated in this Agreement. The provisions of this paragraph shall survive the delivery of the deed hereunder.
39. **Limited Power of Attorney.** By executing this Agreement, the Buyers and Sellers hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to grant modifications to the time of performance, give notice under this Agreement and sign amendments to this agreement, and the Sellers and the Buyers shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority herein to bind them.
40. **Extension Pursuant to Paragraph 10.** The extension provided in paragraph 10 hereof shall be for a shorter period of time as may be set forth in Seller's written notice if such nonconformity can be cured within a shorter period of time.
41. **Signatures.** The parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement and any amendment hereto, facsimile or electronically scanned signatures shall be construed as original.
42. **Lead Paint.** Buyer hereby acknowledges that Buyer has received the lead paint disclosure package entitled Massachusetts Department of Public Health Property Transfer Notification, as required by Chapter 773 of the Acts of 1987. It is further acknowledged

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that the Buyer has read the disclosure package, or had it read to them and understands it, and has signed the prescribed transfer notification certification prior to the execution of this Purchase and Sale Agreement. Furthermore, it is understood that portions of the Premises may have been painted, plastered or glazed with paint or materials containing lead and that no representations are made by the Seller with respect to the absence or presence thereof. The Buyer understands that in the event that a child under the age of six shall become a resident of the premises, the Buyer may incur obligations to remove any such material which may contain dangerous levels of lead pursuant to the applicable Massachusetts General Laws, and the Buyer agrees and assumes any such obligations with respect thereto. The provisions of this paragraph shall survive the delivery of the Deed.

43. **Seller's Representations.** All of Seller's representations under this Agreement are to the Seller's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or further inquiry with regard to any topics contained within this Agreement, including but not limited to, documents to be executed in conjunction with the closing, furthermore, it is acknowledged and agreed by the parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the closing and delivery of the deed hereunder.
44. **Tenancies.** The SELLER warrants and represents that (i) the schedule attached hereto and made a part hereof provides complete and correct information with respect to all existing tenants of the premises and (ii) true and complete copies of all leases or other tenancy agreements between the SELLER and such tenants (including related notices and correspondence) have been furnished to the BUYER. Original counterparts thereof shall be furnished to the BUYER together with the deed. The SELLER shall credit the BUYER as an adjustment to the purchase price with the amount of all security deposits and advance rental payments received from tenants. The SELLER shall further execute and deliver to the BUYER, upon delivery of the deed, an assignment of said leases and other tenancy agreements in from reasonably satisfactory to the BUYER together with a signed notice to each tenant that the premises have been sold to the BUYER and that all rents should be paid to the BUYER thereafter. The SELLER shall not arrange for the re-renting of any rental space in the premises which may be or become vacant prior to the delivery of the deed or enter into any new agreement (except pursuant to the provisions thereof) without obtaining in each case the prior written approval of the BUYER, which shall not be unreasonably withheld or delayed. In the event there is a vacancy before the closing date or if it is known that a vacancy will occur at or shortly after closing and if, as a result, the Buyer desires to show new future prospective tenants space at the Premises then Seller will cooperate with the Buyer in his efforts. Seller agrees to vacate his office at the time of closing.
This paragraph shall survive the closing and delivery of the deed hereunder.

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45. **Conformity with Title Provisions.** It is understood and agreed by the parties that the premises shall not be in conformity with title provisions of the Agreement unless:
- a. all buildings, structures and improvements, including but not limited to any driveways, garages, septic systems, leaching fields and cesspools, and all means of access to the Premises, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under the property of any other person or entity;
 - b. no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said Premises;
 - c. the Premises shall abut or have legal access to a public way, duly laid out or accepted as such by the municipality in which it is located;
 - d. the Premises complies with all applicable zoning laws and regulations for lots with single family residences located thereon, either as a pre-existing nonconforming use or as a matter of right;
 - e. all buildings, structures and improvements are located on the premises in compliance with all applicable zoning laws and regulations;
46. **Broom Swept/Maintenance.** Notwithstanding any other provisions of this Agreement regarding the condition of said premises, at the time of closing, the premises shall be broom swept and clean and free of all Seller's possessions and debris in vacant units and common areas (except for those items being conveyed with the premises as provided in this Agreement). All items and storage located in the basement, with the exception of the Dr. Guo's space and Dr. Federschneider's space shall be removed prior to the closing.
47. **Keys, Garage Door Openers, Warranties, Plans.** Seller will deliver to Buyer at closing all keys to the premises, manufacturers' warranties and instructions and specification booklets that go with appliances or other equipment in the building, including architectural drawings, and property, including landscape and septic, plans to the extent said material is in Seller's possession.
48. **Permits.** Seller agrees to cooperate with Buyer's permitting requirements for a project for the premises and to sign all necessary documents.
49. **Demolition.** Buyer agrees not to demolish the structure on the premises until the 2.6 million dollar promissory note referenced in paragraph 4 is paid in full or until Seller agrees in writing to its demolition. In the event Buyer, its assigns or agents, demolish the structure prematurely the promissory note which is attached hereto as an exhibit will be

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in default and immediately due and payable.

50. **Bonus.** Buyer intends to do a 40B project on the premises. Provided Buyers receives all necessary 40B permits from the Town of Brookline and the State of Massachusetts for the 40B project. Buyer shall pay Seller a bonus of \$250,000.00. The bonus shall be due and payable when all permits have been received and either no appeals have been filed or appeals have been successfully concluded. This paragraph shall survive the transfer of title from Seller to Buyer.
51. **Agreement and Rider Control.** This Agreement, including any rider, supersedes the offer to purchase and all prior understandings, agreement, discussions and correspondence and sets forth the entire understanding of the parties pertaining to the purchase by the Buyer and the sale by the Seller of the premises. All prior offers and agreements between the parties with respect to the transaction contemplated are hereby null and void.
52. **Conflicts with Main Body of Agreement.** To the extent any terms of this Rider conflict with any terms of Paragraph one through thirty of the main body of this agreement, this Rider shall control.
53. **Tax Deferred Exchange.** Seller may want to perform an Internal Revenue Code Section 1031 Tax Deferred Exchange. Buyer agrees to cooperate in such an exchange and Seller agrees to hold Buyer harmless from any and all claims, costs, and liabilities.


SELLER

SELLER


BUYER
ROBERT S ROTH
MANAGER FOR
ROTH FAMILY LLC

BUYER

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TENANT SCHEDULE

<u>Unit No.</u>	<u>Name of Tenant(s)</u>	<u>Monthly Rent</u>	<u>Security Deposit</u>	<u>Advance Rental Payment</u>
1	Olivia Guo, D.D.S. and OG Group LLC	\$3,700	\$3,500	
2	Dr. Gerald Federschneider	\$3,200		
2 nd Floor Residence	Melissa Sterlicht	\$5,300		

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RIDER B TO THE 40 CENTRE STREET PURCHASE AND SALE AGREEMENT

The Seller hereby represents and warrants to the Buyer, as of the date of this Agreement that to the best of its knowledge:

- (a) **Legal Existence and Authority.** The individual executing this Agreement on the Seller's behalf is authorized to do so and this Agreement constitutes the valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms; the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in any breach of or default under any law, judgment, order or agreement by which the Seller or the Premises are bound.
- (b) **Title.** No person or entity has any right or option to acquire the Premises or any portion thereof or interest therein, other than the Buyer pursuant to this Agreement. **Compliance with Law.** The Seller has received no outstanding written notices, suits, orders, decrees or judgments relating to violations of zoning, building, use and occupancy, fire, health, sanitation, air pollution, water pollution, wetlands protection or environmental laws affecting, against, or with respect to, the Premises or any part thereof.
- (c) **No Required Consents, Permits.** The Seller has received no outstanding written notice (i) of any requirement for additional approvals, consents, authorizations, licenses or permits necessary for the continued operation or maintenance of the Premises which have not been issued, granted or obtained or (ii) any violation of any outstanding approval, consent, authorization, license or permit. (iii) Seller represents that the Premises are not in violation of the current Special Permit, Variance or has known Building code violations.
- (d) **Litigation.** There are no actions or proceedings pending before any court, administrative agency or arbitrator against the Seller, concerning the Premises, or against, relating to, or adversely affecting the right, title or interest of the Seller in or to the Premises, or relating to the Seller's execution or performance of this Agreement, and there are no such actions or proceedings threatened.
- (e) **Bankruptcy.** There is no current bankruptcy proceeding pending against the Seller under the United States Bankruptcy Code, or any state law relating to bankruptcy or insolvency, seeking liquidation of the Seller or its reorganization,

any general assignment for the benefit of the Seller's creditors, or appointment of a trustee or receiver of its assets.

- (f) Eminent Domain. There are no pending eminent domain proceedings against the Premises or any part thereof, and the Seller has received no written notice that any such proceedings are presently threatened or contemplated by any taking authority.
- (g) Service Agreements. There are no service agreements to which the Seller is a party relating to the Premises, or any portion thereof, which will be binding on the Buyer subsequent to the Closing.
- (h) Certification of Rent Roll as true and correct
- (i) Conformation that all security deposits are held in a third party escrow account to be assigned at the closing.

The representations and warranties of the Seller contained in this paragraph shall survive the delivery of the Deed from Seller to Buyer.

The following representations to the SELLER are in addition to and not in lieu of any other representations and warranties contained in this Agreement and are to the best of Seller's knowledge:

1. That (i) Seller has no knowledge of any underground storage tanks or underground pipes ancillary thereto or ancillary to above ground storage tanks of any kind (collectively, "Tanks") at the premises; (ii) that there have been no Tanks at the premises during SELLER'S ownership of the premises, or, if any Tanks were present at the premises during SELLER'S ownership of the premises, all such Tanks were removed from the premises and disposed of in accordance with all applicable federal, state and local statutes, regulations, codes, ordinances, by-laws, requirements, directives and the like, and that, at the time of such removal and disposal, it was the opinion of the appropriate officials of the Fire Department of the municipality within which the premises is located and a qualified environmental consultant who witnessed such removal that there is no evidence or indication that there had ever been a "release" of "oil" or "hazardous materials", as those terms are defined in Chapter 21E, amended, of the Massachusetts General Laws (a "Release") from any such Tank; (iii) during SELLER'S period of ownership of the premises and there is currently no sign or evidence of a Release at, on, under or from the premises. Each of the representations made hereunder shall be deemed

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repeated on the date of delivery of the deed hereunder and shall survive delivery of the deed hereunder.

2. In the event the Buyer finds that there are Tanks at the premises, Seller agrees forthwith to remove said Tanks and all spillage there from at Seller's sole cost, risk and expense. The forgoing sentence shall survive the delivery of the Deed from Seller to Buyer.
3. Seller agrees to indemnify and hold harmless the Buyer the buyer and its successors and assigns, and all of Buyer's employees, agents and consultants, from and against all liabilities, claims, losses, damages, or injuries, by whomever asserted, and in any suffered, incurred or paid as a result of any release of oil or hazardous material on or from the premises regardless whether caused by any action or inaction of the Seller. This indemnity and hold harmless clause shall survive the delivery of the Deed from Seller to Buyer.

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PROMISSORY NOTE

\$2,600,000.00

FOR VALUE RECEIVED, Roth Family, LLC of 172 Dean Road, Brookline, Ma. 02445 ("Roth") promise to pay Warren J. Becker his heirs and assigns, or order, the principal sum of Two Million Six Hundred Thousand Dollars and 00/100 (\$2,600,000.00). Until the Note is paid in full, Roth will pay the Note Holder Nine Thousand (\$9,000) per month, in arrears, prorated as compensation for holding the Note. Said sum will not be credited towards principal. The principal sum and any unpaid compensation are due and payable on the 11th day of August, 2016. The compensation and the principal sum shall be payable to:

Warren J. Becker
51 Woodridge Road
Wayland, MA 01778

Roth shall have the right to prepay and without penalty the principal amount outstanding in whole or in part at any time. Any partial payment shall be applied against the principal amount outstanding and shall reduce the monthly compensation payment proportionately.

Warren J. Becker or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called "Becker."

Roth may extend by 90 days the date the principal is due under this Note provided Roth pays Becker One Hundred Thousand Dollars and 00/100 (\$100,000.00) to be credited towards the principal of the note on or before the due date of the Note and Roth may extend by an additional 90 days the date the principal is due under this Note provided Roth pays Becker an additional One Hundred Thousand Dollars and 00/100 (\$100,000.00) to be credited towards the principal of the note on or before the expiration of the first 90 day extension. There will be no further extensions without Becker's assent.

Roth also promises to pay Becker a bonus of \$250,000 as provided in a Purchase and Sale Agreement, paragraph 50, dated August 11th provided the contingency stated therein is satisfied.

BORROWER'S FAILURE TO PAY AS REQUIRED

(A) **Late Charge for Overdue Payment**

If Becker has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, Roth will pay a late charge to Becker. The amount of the charge will be 3.00% of the overdue payment. Roth will pay this late charge promptly but only once on each late payment.

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- (B) **Default**
If Roth does not pay the full amount of each monthly payment by the end of the grace period, Roth will be in default.
- (C) **Notice of Default**
If Roth is in default, Becker will send Roth a written notice telling Roth that if Roth does not pay the overdue amount within 30 days after the date on which the note is mailed to Roth or delivered by other means, Becker may require Roth to pay immediately the full amount of Principal which has not been paid and all monthly payments that Roth owes on that amount.
- (D) **No Waiver By Note Holder**
Even if, at a time when Roth is in default, Becker does not require Roth to pay immediately in full as described above, Becker will still have the right to do so if Roth is in default at a later time.
- (E) **Payment of Note Holder's Costs and Expenses**
If Becker has required Roth to pay immediately in full as described above, Becker will have the right to be paid back by Roth for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law.
- (F)

GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Roth under this Note will be given by delivering it or by mailing it by first class mail to Roth at: 185 Devonshire Street, Suite 400, Boston, MA 02110.

or at a different address if Roth gives the Becker a notice of a different address.

Any notice that must be given to Becker under this Note will be given by mailing it by first class mail to the Becker at the address stated above or at a different address if Roth is given a notice of that different address.

OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person, who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Becker

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may enforce its rights under this Note against each person individually or against all together. This means that any person who signs the Note may be required to pay all of the amounts owed under this Note.

WAIVERS

Roth waives the rights of presentment and notice of dishonor. "Presentment" means the right to require Becker to demand payment of amounts due. "Notice of dishonor" means the right to require the Becker to give notice to other persons that amounts due have not been paid.

UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Becker under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects Becker from possible losses which might result if Roth does not keep the promises which Roth makes in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

A transfer by operation of law or for estate planning purposes of a Beneficiary of the Borrower, or any family member of Robert S. Roth and Joan Roth or any trust or other entity controlled by Robert S. Roth and/or Joan Roth, shall not be a default under this Note.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Roth.

WJR



The indebtedness evidenced by this Note is secured by a Mortgage Deed to 40 Centre Street, Brookline, Massachusetts (the "Property"), dated of even date herewith and to be recorded at Norfolk Registry of Deeds. Until this Note is paid in full neither Roth nor Roth's successors in interest to the Property shall encumber the Property with any other mortgage and should they do so Roth shall be in default under this Note. Reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Witness

Roth Family, LLC

Date

WFB

-4-



5-7395/2110

DATE August 12, 2015

PAY TO THE ORDER OF Jonathan White, escrow agent \$125,000.00
One hundred twenty-five thousand & no/100 DOLLARS



Blue Hills Bank

Hyde Park, Massachusetts 02136

MEMO (Center Street)

[Handwritten signature]

⑆ 211073981⑆ 23 250870⑆

SECTION 7

DHCD SUSIDIZED HOUSING INVENTORY

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Brookline

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
474	Arthur O'Shea House	61 Park St.	Rental	100	Perp	No	HUD
475	Kickham Apartments	190 Harvard St.	Rental	39	Perp	No	HUD
476	Sussman House	50 Pleasant St.	Rental	100	Perp	No	HUD
477	Theresa J. Morse Apts	90 Longwood. Ave.	Rental	99	Perp	No	HUD
478	Walnut Street Apts	22 High St./ 16 Walnut	Rental	100	Perp	No	HUD
479	Egmont St. Veterans	338-348 St. Paul/51-85 Egmont/209-221 Pleasant	Rental	114	Perp	No	DHCD
480	Egmont St. Veterans	44-79 Egmont Street	Rental	6	Perp	Yes	DHCD
481	High St. Veterans	176-224 High/6-30 New Terrace/186-218 Chestnut	Rental	177	Perp	No	DHCD
482	High St. Veterans	New Terrace Road and High Street	Rental	9	Perp	Yes	DHCD
483	Col. Floyd	32-40 Marion/19-36 Foster St	Rental	60	Perp	No	DHCD
484	Condos	Browne & St.Paul Streets	Rental	2	Perp	No	DHCD
485	McCormack House	151-153 Kent St.	Rental	10	Perp	No	DHCD
486	Benjamin Trustman	337-347 St. Paul/144-156 Armory/7-33 Egmont	Rental	86	Perp	No	DHCD
487	100 Center Plaza	Centre & Williams	Rental	211	2042	No	MassHousing
488	1027 Beacon St	1027 Beacon St	Rental	9	2030	No	DHCD FHLBB
489	1045 Beacon St	1043-1045 Beacon St.	Rental	28	2015*	No	HUD DHCD

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Brookline

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
489	1045 Beacon St	1043-1045 Beacon St.	Rental	28	2015*	No	HUD
490	120 Centre Court	120 Centre Court	Rental	125	2042	No	HUD MassHousing
491	1550 Beacon Plaza	1550 Beacon St.	Rental	180	2042	No	MassHousing
492	Beacon Park	1371 Beacon Street	Rental	80	12/31/2028	No	MassHousing
493	10 Juniper St	10 Juniper St	Ownership	32	perp	No	DHCD
494	Village at Brookline	55 Village Way/72 Pearl St	Rental	307	09/15/2028	No	DHCD DHCD MassHousing
495	Kilgallon House	11 Harris Street	Rental	8	Perp	No	DHCD
496	Sara Wallace House	1017 Beacon Street	Rental	16	2016	No	HUD HUD
497	Connelly House	1057 Beacon Street	Rental	13	Perp	No	DHCD
498	Goddard House	165 Chestnut Street	Rental	13	perp	No	DHCD
499	1162-1164 Boylston Street	1162-1164 Boylston Street	Ownership	6	perp	No	DHCD
500	1470 Beacon Street	1470 Beacon Street	Rental	4	perp	No	DHCD
501	Kendall Crescent	243, 245, 275 Cypress Street	Ownership	4	perp	No	DHCD
502	The Lofts at Brookline Village	77 Linden Street Unit, 74 Kent Street	Rental	2	perp	No	DHCD
3751	1754 Beacon St	1754 Beacon St	Rental	14	10/17/2032	No	DHCD

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Brookline

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
3751	1754 Beacon St	1754 Beacon St	Rental	14	10/17/2032	No	DHCD DHCD
3752	1876 Beacon St	1876 Beacon St	Rental	15	2023	No	MassHousing MHP
3753	77 Marion St/ 1405 Beacon St	77 Marion St/ 1405 Beacon St	Rental	4	perp	No	DHCD
3951	St. Aidan's	Crowninshield, Pleasant & Freeman Streets	Mix	35	Perp	Yes	DHCD DHCD
4228	DDS Group Homes	Confidential	Rental	32	N/A	No	DDS
4549	DMH Group Homes	Confidential	Rental	37	N/A	No	DMH
7126	St. Paul Crossing	St. Paul Street	Ownership	3	perp	No	DHCD
7127	Cypress Lofts	110 Cypress Street	Rental	5	Perp	No	DHCD
8154	154-156 Bolyston St	154-156 Bolyston St	Rental	6	2035	NO	HUD MHP
9050	Scattered Sites	Park Street, Boylston Street	Ownership	6	Perp	NO	DHCD
9068	1600 Beacon Street	1600 Beacon Street	Ownership	6	Perp	NO	HUD
9740	Hammond Pond Place	321 Hammond Pond Parkway	Ownership	3	Perp	NO	DHCD
9741	Englewood Residences	20 Englewood Avenue	Rental	2	Perp	NO	DHCD
9742	109 Sewall Avenue	109 Sewall Avenue	Ownership	2	Perp	NO	DHCD

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Brookline

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
9832	The Residences of South Brookline	Independence Drive	Rental	161	Perp	YES	<i>MassDevelopment</i>
9868	86 Dummer Street	86 Dummer Street	Rental	32	Perpetuity	NO	<i>HUD</i> <i>DHCD</i>
9869	51-57 Beals Street	51-57 Beals Street	Rental	31	Perpetuity	NO	<i>DHCD</i> <i>HUD</i>
9870	45 Marion Street	45 Marion Street	Rental	64	2045	YES	<i>MassHousing</i>
9871	Olmsted Hill	2-8 Olmsted Road	Ownership	12	Perpetuity	NO	<i>DHCD</i> <i>DHCD</i>
Brookline Totals				2,410	Census 2010 Year Round Housing Units		26,201
					Percent Subsidized		9.20%

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 Subsidizing 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
------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------	---------------------------------

Number of Bedrooms	1 BR	2 BR	3 BR	1 BR	2 BR	3 BR	1 BR	2 BR	3 BR
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

FEES 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:

SECTION 9

**LIST OF EXCEPTIONS TO THE ZONING BYLAWS AND
OTHER LOCAL LAND USE REQUIREMENTS**

**40 CENTRE STREET
PROPOSED WAIVER LIST
G1.0 Zoning District
March 7, 2016**

Brookline Zoning By-Laws				
Bylaw Section	Requirement	Requested Waiver(s)	Details of Proposal Requiring Waiver	Waiver Number
§4.07 – Table of Use Regulations	Multi-Family Uses	Waiver to allow the property to be reinstated as a multi-family dwelling, not requiring a special permit	The Development is a multi-family housing development containing 45 units. 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 affordable housing requirements under Chapter 40B, rather than under 4.08.	The Development is a multi-family housing development under c.40B, so the affordable housing requirements are governed by the comprehensive permit.	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
Table §5.01	Maximum Floor Area	Waiver from maximum ratio of gross floor area to lot area (1.0 in M-1.0 District)	The Development is on a 10,889 sf. lot and will have a floor area ratio of approximately 4.77.	D
Table §5.01	Maximum Height of Buildings	Waiver from maximum building height limitations (40' in M-1.0 District)	The height of the Development will be 70' feet at its maximum.	E
Table 5.01	Minimum Side Yard	Waiver from 10'+L/10'	The proposed side yard is 5'	F
Table 5.01	Minimum Rear Yard	Waiver from 30'	The proposed rear yard is 5'	G
Table 5.01	Maximum Building Stories	Waiver from 4 stories	6 stories are proposed	H
Table 5.01	Maximum Lot Coverage	Waiver from 80%	82% proposed lot coverage	I

Table 5.01	Minimum Open Space (landscaped)	Waiver from 10%		J
Table 5.01	Minimum Open Space (usable)	Waiver from 20%		K
Table 6.02	Parking Spaces – 2.0/residential unit	Waiver to allow .37 spaces/unit	The proximity to public transportation and the parking lots nearby allow for a lower parking ratio	L
§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.	M

SECTION 10

TRAFFIC IMPACT ASSESSMENT

(UNDER SEPARATE COVER)

MEMORANDUM

TO: Mr. Robert Roth
Roth Family LLC
172 Dean Road
Brookline, MA 02445

FROM: F. Giles Ham, P.E., Managing Principal
Vanasse & Associates, Inc.
35 New England Business Center Drive
Suite 140
Andover, MA 01810
(978) 474-8800

DATE: April 15, 2016

RE: 7323

SUBJECT: 40 Centre Street, Brookline, MA

INTRODUCTION

Vanasse & Associates, Inc. (VAI) has prepared this Transportation Assessment in order to identify the traffic impacts associated with a proposed residential development located at 40 Centre Street in Brookline, Massachusetts. This report identifies traffic generation, reviews safety conditions and identifies any related mitigation.

PROJECT DESCRIPTION

The project entails a transit oriented development of 45 apartments to be located at 40 Centre Street in Brookline, Massachusetts. The project site is situated on the west side of Centre Street just north of Beacon Street. Access to the project site will be provided by way of a 20-foot wide driveway onto Centre Street. Parking will be provided for 17 vehicles.

ROADWAYS

Centre Street

Centre Street, in the vicinity of the site, is a roadway under local jurisdiction that generally travels in a north/south orientation in Brookline Massachusetts. Centre Street accommodates a single-lane roadway in each direction with travel separated by a single yellow centerline. Metered parking is provided along the east side of Centre Street with operation Monday to Saturday, 8:00 AM to 6:00 PM with a maximum of three (3) hours. Concrete sidewalks are provided along both sides of Centre Street. Land use along Centre Street consists primarily of residential and commercial properties.

PUBLIC TRANSPORTATION

Public transportation services are provided within the study area by the Massachusetts Bay Transit Authority (MBTA). The MBTA operates fixed-route bus services in the vicinity of the site. Bus Route 66 – Harvard Square – Dudley Station via Allston and Brookline stops at the intersection of Beacon Street at Harvard Street.

The MBTA Green Line B Branch runs along Beacon Street with local stops at Summit Avenue and Coolidge Corner. The C Branch runs from Cleveland Circle to North Station.

PROJECT-GENERATED TRAFFIC

The project entails the development of 45 apartments. In order to develop the traffic characteristics of the proposed project, trip-generation statistics published by the Institute of Transportation Engineers (ITE)¹ for LUC 220 – Apartment used to develop the traffic characteristics of the project. Based upon US Census data, the following mode split is assumed: 57% auto; 31% transit; 10% walk; and 2% bicycle.

**Table 1
TRIP GENERATION SUMMARY: RESIDENTIAL**

Time Period	Residential Trips ^a	Vehicle Occupancy ^b	Person Trips	Transit ^b Trips (31%) ^c	Walk ^b Trips (10%) ^c	Bicycle ^b Trips (2%) ^c	Vehicle Trips 57%	
							New Person Trips	New Vehicle Trips
Average Weekday Daily Traffic	300	1.08	324	100	34	6	184	170
<i>Weekday Morning Peak Hour:</i>								
Entering	5	1.08	5	2	0	0	3	3
Exiting	18	1.08	20	6	2	1	11	10
Total	23	1.08	25	8	2	1	14	13
<i>Weekday Evening Peak Hour:</i>								
Entering	18	1.08	20	6	2	1	11	10
Exiting	10	1.08	10	3	1	0	6	6
Total	28	1.08	30	9	3	1	17	16

^aBased on ITE LUC 220, Apartments.

^bBased on journey to work data for Brookline obtained from the United States Census Bureau in 2000.

As can be seen in Table 1, the Project is expected to generate approximately 170 vehicle trips on an average weekday (two-way, 24-hour volume, or 85 vehicles entering and 85 exiting), with approximately 13 vehicle trips (3 vehicles entering and 10 exiting) expected during the weekday morning peak-hour. During the weekday evening peak hour the Project is expected to generate approximately 16 vehicle trips (10 vehicles entering and 6 exiting).

DRIVEWAY SIGHT DISTANCE

The driveway sight distance was reviewed in order to determine the safety of the driveway. Assuming a 30 mph design speed, the measured sight distance of 200 feet is required. The following pictures depict the sight distance in both directions.

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





Sight Distance from Driveway Looking North



Sight Distance from Driveway Looking South

Looking north, the minimum sight distance requirements of 200 feet can be obtained with the existing shrub cut back. The shrub should be no more than 3 feet in height and should be cut back to the sidewalk edge. Looking south, adequate sight distance exists with no obstructions.

CONCLUSIONS

Vanasse & Associates, Inc. (VAI) has prepared this Transportation Assessment in order to identify the traffic impacts associated with a proposed transit oriented residential development located at 40 Centre Street in Brookline, Massachusetts. As currently proposed, the project will consist of the development of 45 apartments. Based upon the results of this study, the following can be concluded:

- The Project was shown to generate approximately 170 vehicle trips on an average weekday (two-way, 24-hour volume, or 85 vehicles entering and 88 exiting), with approximately 13 vehicle trips (3 vehicles entering and 10 exiting) expected during the weekday morning peak-hour. During the weekday evening peak hour the Project is expected to generate approximately 16 vehicle trips (10 vehicles entering and 6 exiting).
- Safe traffic operations will exist at the new site driveway onto Centre Street.

Overall, the project can safely be accommodated in the area with the implementation of following recommendations.

RECOMMENDATIONS

The following improvements have been recommended as a part of this evaluation to provide safe and efficient access to the project.

Site Access

Access to the Project site will be provided via a single 20-foot wide driveway onto Centre Street. To the north of the site driveway, the existing shrub should be cut back to the sidewalk edge to maintain adequate sight lines.

Parking

Parking will provided for 17 spaces.

Transit/Bicycle

Bike racks should be installed in the garage and transit schedules should be posted on site.

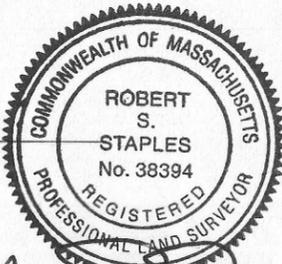
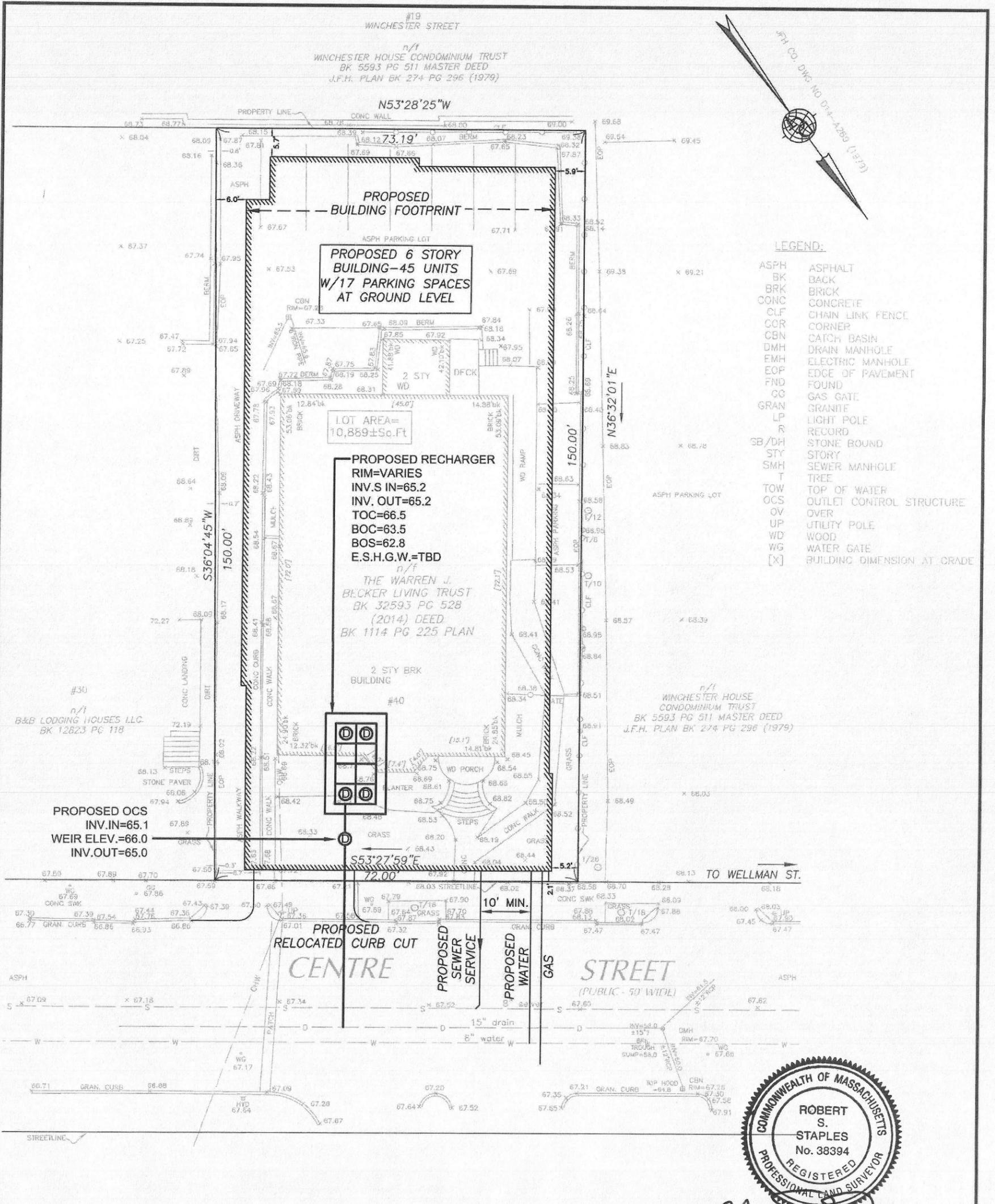
Trash Services

Resident trash pick-up will be handled by the city and located on Centre Street.

With implementation of the above recommendations, safe and efficient access and egress will be provided and the planned development can be accommodated safely.

SECTION 11

SITE ENGINEERING PLANS



18 APR 2016
DATE

Robert S. Staples
PROFESSIONAL LAND SURVEYOR



BERT E. COREY, P.E.
SCHOFIELD BROTHERS LLC
A WHOLLY OWNED SUBSIDIARY OF DIGITAL GEOGRAPHIC TECHNOLOGIES, INC.

Bert E. Corey 4/15/16
DATE

PLAN REFERENCE

- 1) J.F. HENNESSY CO.
DWG NO. H-174_01TP "TOPOGRAPHIC PLAN" (2015)
DWG NO. H-174_02EX "EXISTING CONDITION PLAN" (2015)

NOTES

- 1) FOR PROPOSED BUILDING SEE PLANS BY CUBE 3 STUDIO.
- 2) NOT TO BE USED FOR CONSTRUCTION.

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BY: [] DESCRIPTION: [] DATE: [] REV: 0 DRAWING NO.: H-174_02PL.DWG SCALE: 1" = 20' PREPARED FOR: ROTH FAMILY LLC	40 CENTRE STREET SITE FEASIBILITY PLAN IN BROOKLINE, MASSACHUSETTS NORFOLK COUNTY	PREPARED BY: J.F. Hennessy Co. A DIVISION OF DIGITAL GEOGRAPHIC TECHNOLOGIES, INC. P.O. BOX 909 BROOKLINE, MA 02446 TEL: 617-566-3860 info@jfhennessycompany.com	DATE: 15-APR-2016 JOB NO. H-174.02 CALCULATION: B.T. PROJ. MANAGER: B. TALEB
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SECTION 12

EXISTING CONDITIONS SUMMARY

PROJECT SITE NARRATIVE
Forty Centre Place
Comprehensive Permit Application
40 Centre Street, Brookline, MA
December, 2015

Existing Site Description

The subject property is a single parcel containing about 10,889 square feet of land, listed by the Town of Brookline Assessor as Parcel 083-03-00. The lot is rectangular with a frontage of 72' on Centre Street, a public way, and is 150' deep. The current zoning classification is M-1.0 "Apartment House." The building contains medical offices and one residential apartment.

The topography of the site is more-or-less flat, with all natural grades across the site between 67.5' and 68.5' Brookline Datum. Locus is currently occupied by a 2-story mixed-use brick building numbered 40 Centre Street. There are several off-street parking spaces on the lot, at the side and the rear of the building accessed by an existing curb cut in Centre Street. All underground utilities enter from Centre Street.

The adjacent properties are #30 Centre Street, a brick row house occupied by the "Brookline Manor Inn", as a bed-and-breakfast, and the Winchester House Condominium, a high-rise residence at the rear of locus and its parking lot and on the easterly side of locus. Directly across the street is the Town of Brookline's main parking lot serving the Coolidge Corner shopping district. Locus is about 400' from Beacon Street.

According to the FEMA Flood Insurance Rate Map for Norfolk County, Massachusetts, Map No. 25021C0053E effective date 07/17/2012 locus is not within a Special Hazard Flood Area, but is within Zone X - "area determined to be outside the 0.2% annual chance floodplain".

The property does not contain a designated area of estimated/priority habitat of rare species, wildlife or vernal pools, according to the Massachusetts Natural Heritage Atlas, 13th edition effective date October 1, 2008.

Existing Site Constraints

The property appears to not be subject to significant site constraints arising from title constraints, environmental concerns or site topography. There are no easements of record across the parcel. There are no jurisdictional wetlands or other identified natural resource areas. The site topography is relatively flat. (It is noted that subsurface investigations are not available for the site).

The applicant will seek zoning relief for the proposed development.

Proposed Site Development Description

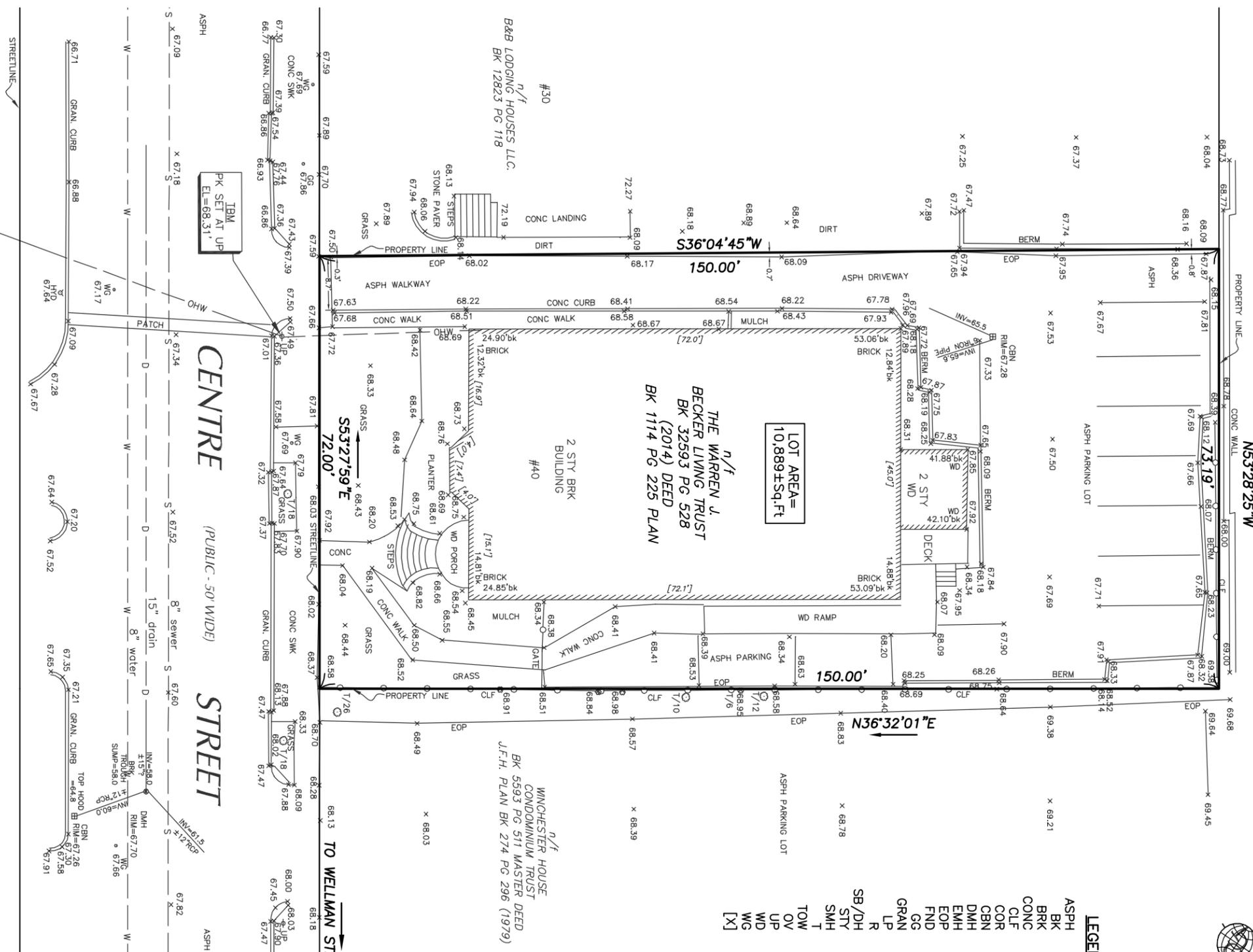
The applicant is proposing to demolish the existing structure and construct a six-story building containing 45 rental apartments. Apartment size will vary from studio units to 3-bedroom unit. The first floor will be occupied by at-grade parking for 17 vehicles and by building service and amenity uses.

Proposed on-site parking totals 17 spaces which equates to a ratio of 1 space for every 2.65 dwelling units.

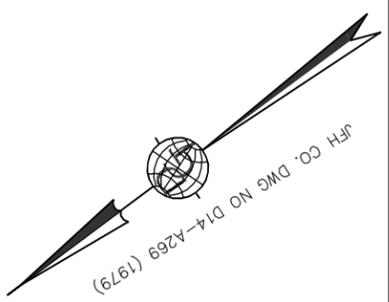
Site vehicular access will be from a relocated and widened curb cut in Centre Street. Its location will be further west from the lot line at #38 Centre Street than the existing curb cut. Pedestrian access will front on the sidewalk in Centre Street.

The site will be serviced by municipal water and sewer entering from Centre Street. Drainage and storm water management is proposed via a closed drainage system consisting of catch basins, manholes, proprietary treatment units, and a subsurface infiltration system and detention basin within the first floor parking area. An overflow connection will be made to the Town drain in Centre Street. The site design will be full compliance with the MassDEP Stormwater Management Standards and will be submitted to Brookline Public Works for review and approval.

#19
WINCHESTER STREET
n/f
WINCHESTER HOUSE CONDOMINIUM TRUST
BK 5593 PG 511 MASTER DEED
J.F.H. PLAN BK 274 PG 296 (1979)



- LEGEND:**
- ASPH ASPHALT
 - BRK BACK
 - BRCK BRICK
 - CONC CONCRETE
 - CLF CHAIN LINK FENCE
 - COR CORNER
 - CBN CATCH BASIN
 - DMH DRAIN MANHOLE
 - EMH ELECTRIC MANHOLE
 - EOP EDGE OF PAVEMENT
 - FND FOUND
 - GG GAS GATE
 - GRAN GRANITE
 - LP LIGHT POLE
 - R RECORD
 - SB/DH STORY
 - SMH SEWER MANHOLE
 - T TREE
 - TOW TOP OF WATER
 - OY OVER
 - UP UTILITY POLE
 - WD WOOD
 - WG WATER
 - [X] BUILDING DIMENSION AT GRADE



REFERENCES

- 1) NORFOLK COUNTY REGISTRY OF DEEDS
BK 726 PG 322 (1894) PLAN
- 2) J.F. HENNESSY CO.
DWG NO. H-174_01TP "TOPOGRAPHIC PLAN" (2015)
DWG NO. 188.01M (1987)
D16-104 (1982)
JOB NO. H-174 DWG NO. 110.01S (1972)

NOTES

- 1) FIELD SURVEY PERFORMED: OCTOBER 9 AND 13, 2015.
 - 2) ELEVATIONS SHOWN REFER TO BROOKLINE TOWN BASE.
- TOWN OF BROOKLINE BENCHMARK USED:
#16 WINCHESTER STREET, ROCLGS ELEV=69.09' (HELD)

© 2015 DIGITAL GEOGRAPHIC TECHNOLOGIES, INC.

BY:	DESCRIPTION:	DATE:	REV.:
	H-174_02EX.DWG		0
DRAWING NO.:			
SCALE: 1" = 20'			
0	10	20	40
PREPARED FOR: ROTH FAMILY LLC			

40 CENTRE STREET
IN
EXISTING CONDITION PLAN
BROOKLINE, MASSACHUSETTS
NORFOLK COUNTY

PREPARED BY:
J.F. Hennessy Co.
A DIVISION OF DIGITAL GEOGRAPHIC TECHNOLOGIES, INC.
P.O. BOX 909
BROOKLINE, MA 02446
TEL: 617-566-3860
info@jfhennessycompany.com

DATE:	XX-DEC-2015
JOB NO.:	H-174.02
CALCULATION:	B.T.
PROJ. MANAGER:	B. TALEB

SECTION 13

ARCHITECTURAL AND LANDSCAPING PLAN



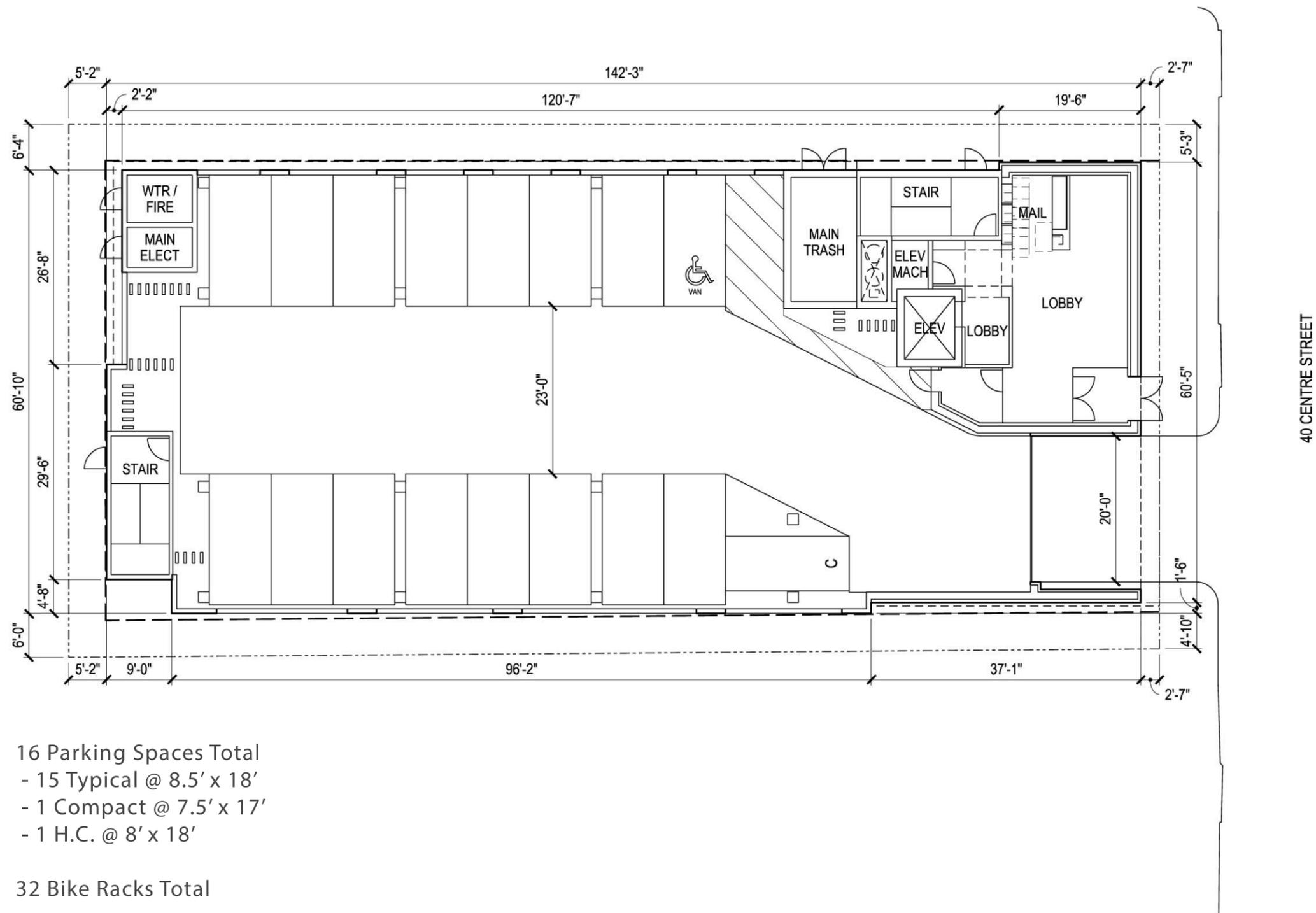
Roth Family, LLC 40 Centre Street, Brookline, MA

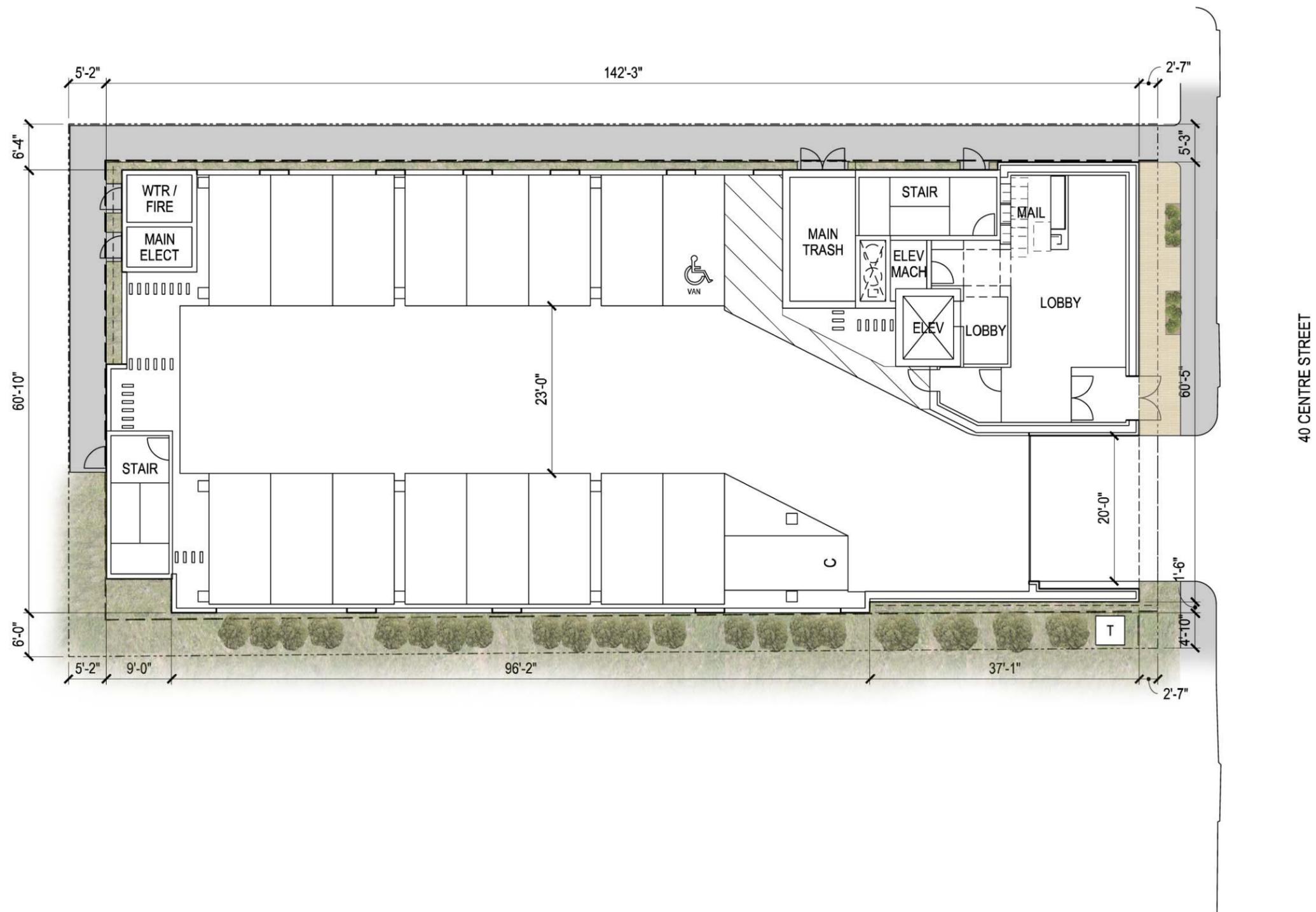
Conceptual Project Rendering

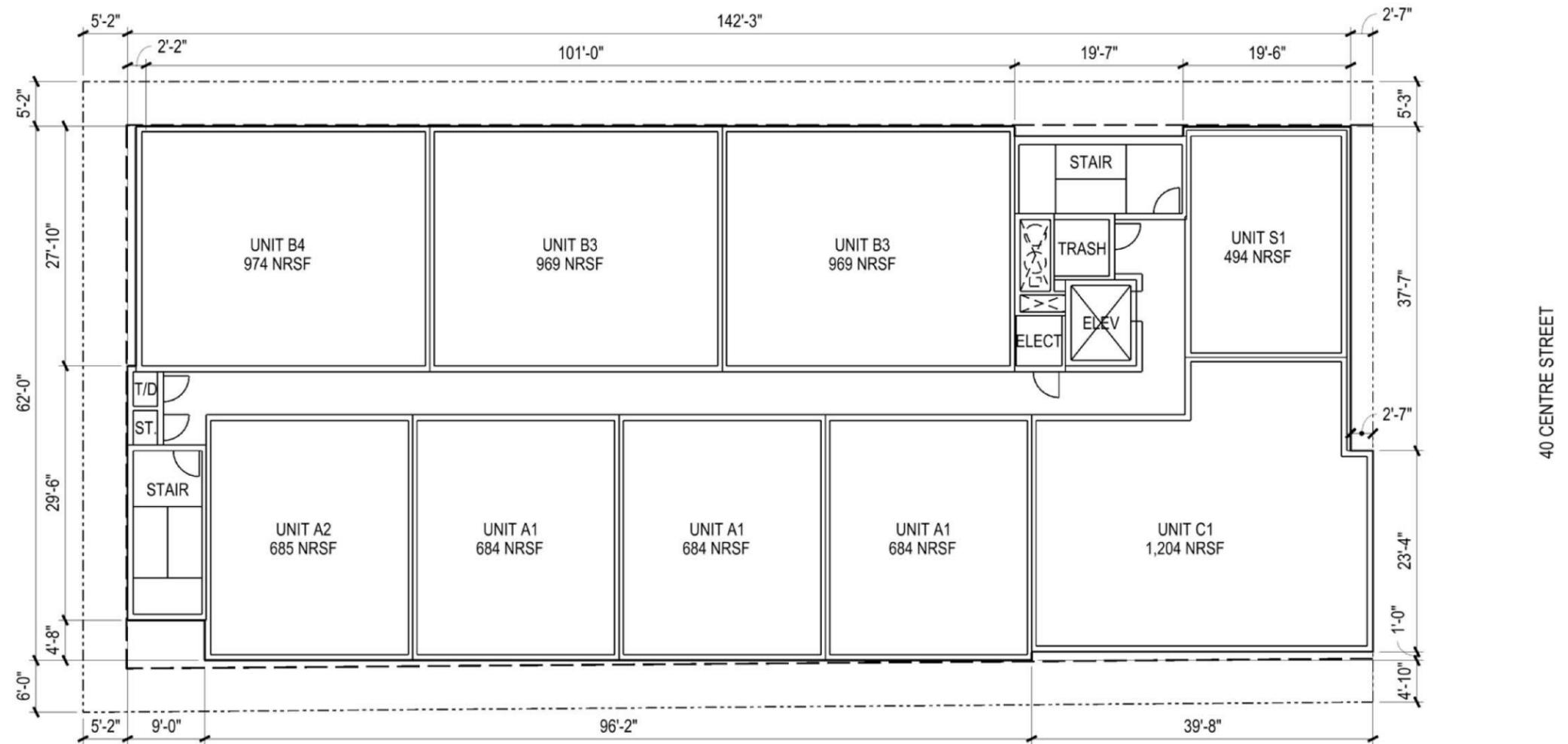
04.11.2016



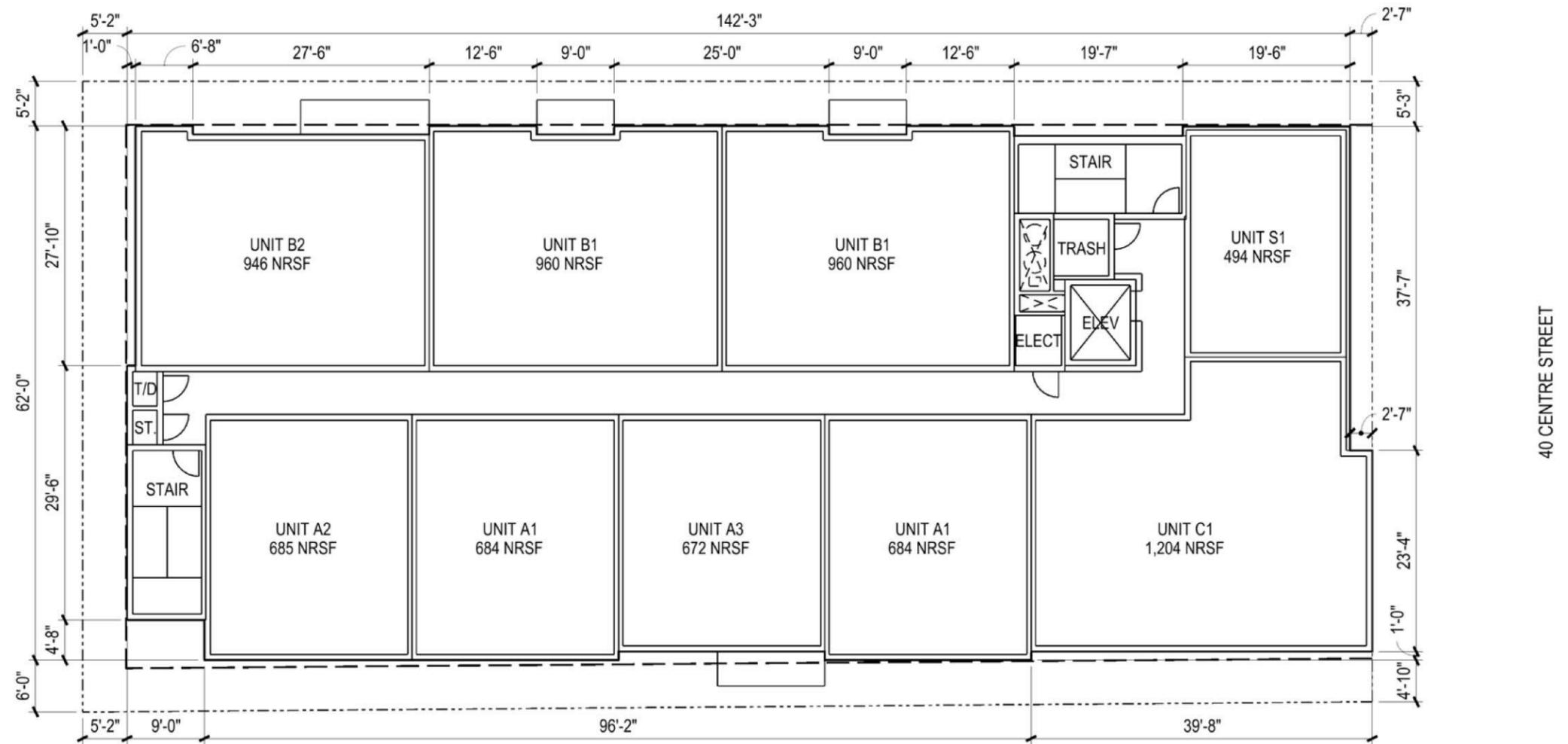
COPYRIGHT (C) 2015 CUBE 3 STUDIO LLC. ALL RIGHTS RESERVED



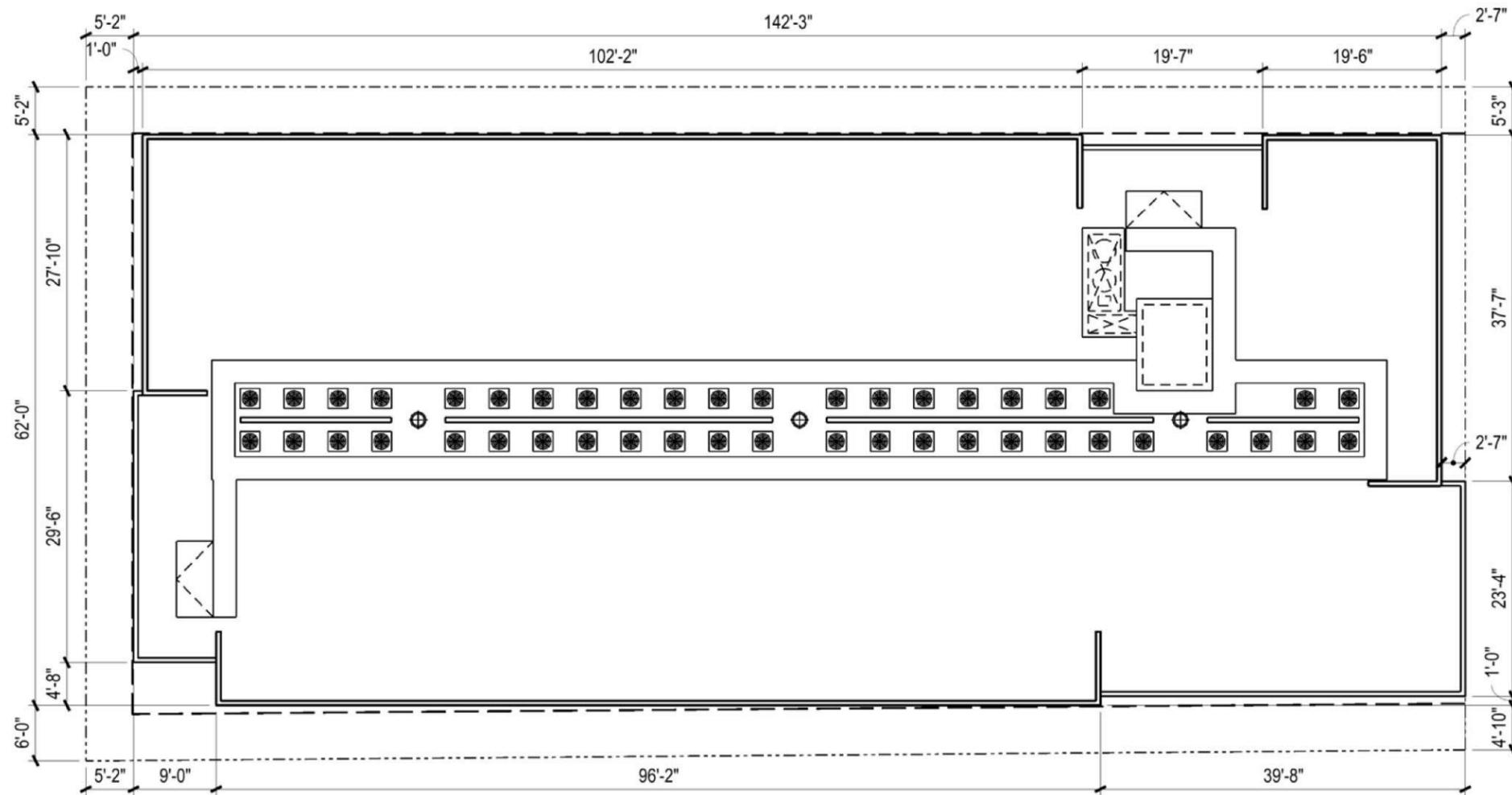




Level 2 Plan
 8,748 GSF / Floor
 7,347 NRSF / Floor
 9 Units / Floor
 84.0% Efficiency



Levels 3-6 Plan
 8,679 GSF / Floor
 7,289 NRSF / Floor
 9 Units / Floor
 84.0% Efficiency



40 CENTRE STREET



RESIDENTIAL UNIT MIX

4/11/2016

Bob Roth
40 Centre Street, Brookline MA
5 Floors of Wood Construction over Podium Parking



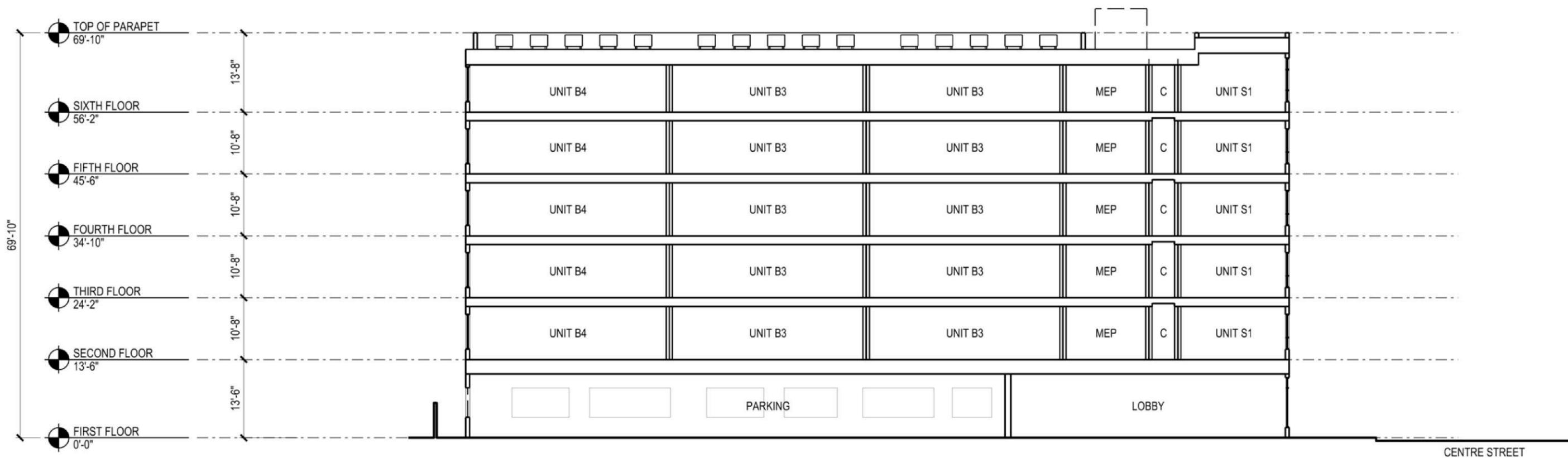
architecture □ interiors □ planning

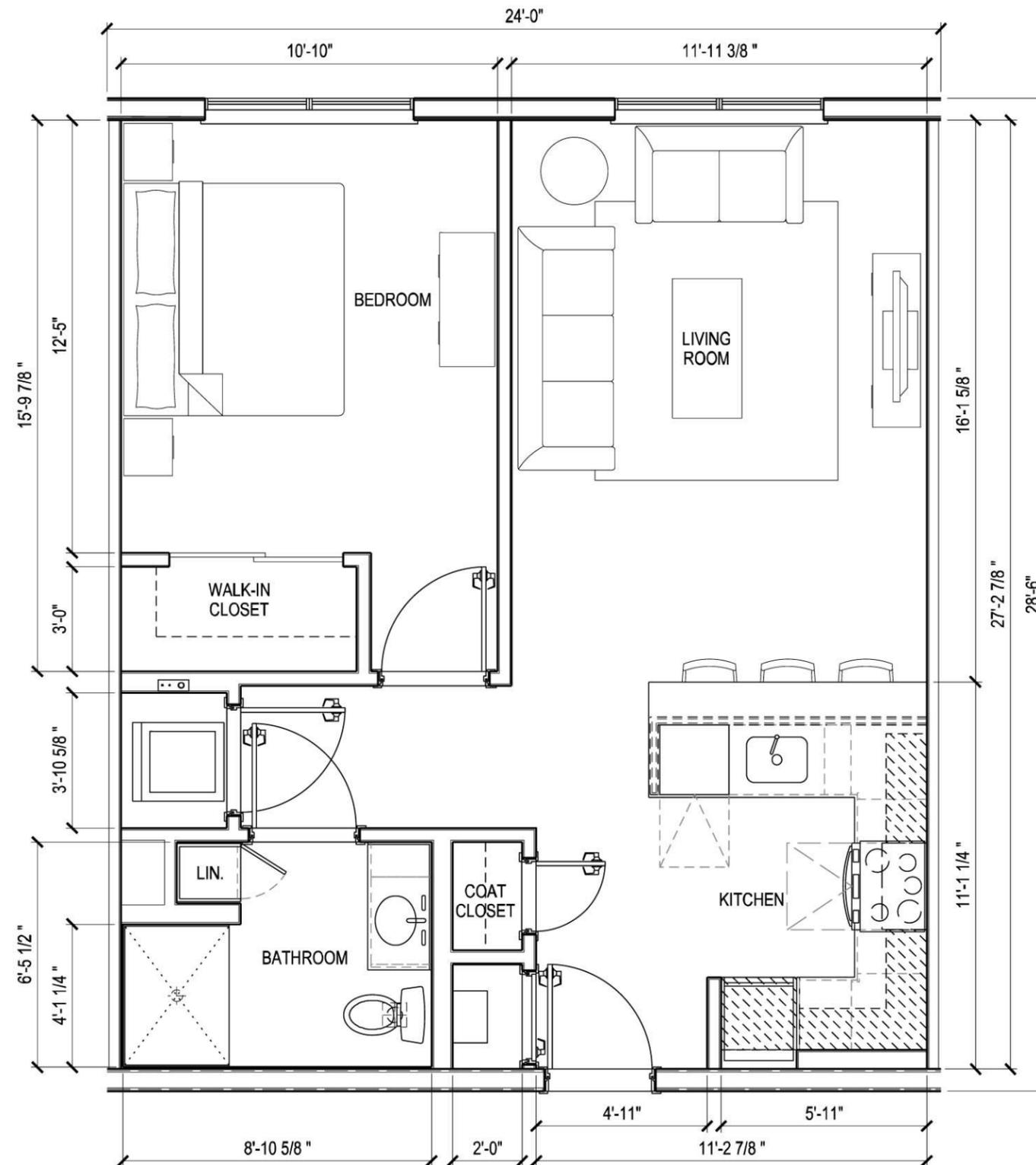
UNIT TYPE	BEDS / UNIT	UNIT NRSF	P1	P2	P3	P4	P5	TOTAL UNITS	TOTAL NRSF	MIX	
Studio, One Bath	S1	0	494	1	1	1	1	1	5	2,470	11.1%
			494	1	1	1	1	1	5	2,470	11%
One Bed, One Bath	A1	1	684	3	2	2	2	2	11	7,524	24.4%
One Bed, One Bath	A2	1	685	1	1	1	1	1	5	3,425	11.1%
One Bed, One Bath	A3	1	672	0	1	1	1	1	4	2,688	8.9%
			682	4	4	4	4	4	20	13,637	44%
Two Bed, Two Bath	B1	2	960	0	2	2	2	2	8	7,680	17.8%
Two Bed, Two Bath	B2	2	946	0	1	1	1	1	4	3,784	8.9%
Two Bed, Two Bath	B3	2	969	2	0	0	0	0	2	1,938	4.4%
Two Bed, Two Bath	B4	2	974	1	0	0	0	0	1	974	2.2%
			958	3	3	3	3	3	15	14,376	33%
Three Bed, Two Bath	C1	3	1,204	1	1	1	1	1	5	6,020	11.1%
			1,204	1	1	1	1	1	5	6,020	11%
TOTALS	Average NRSF	811	9	5	5	5	5	5	45	36,503	100%

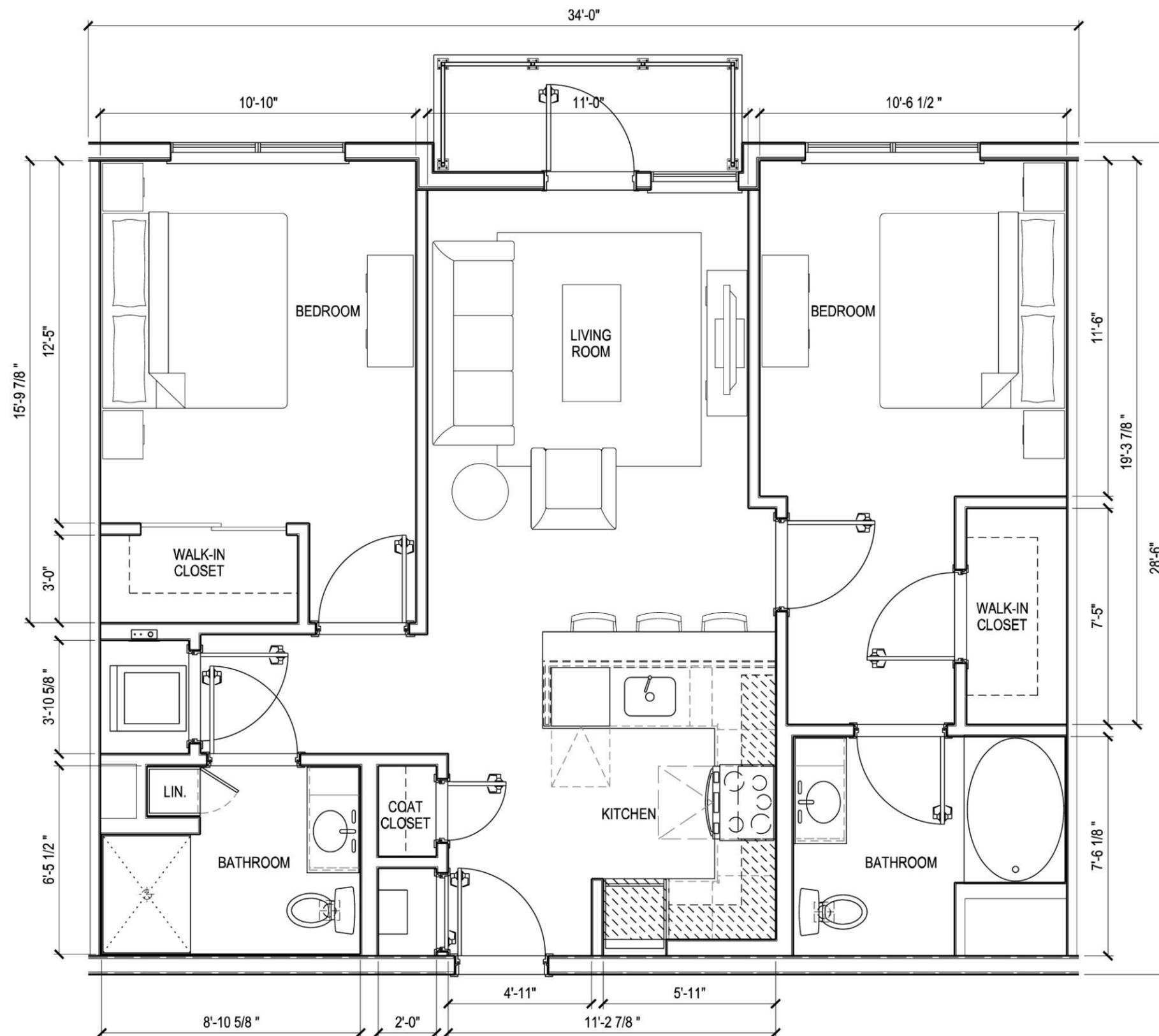
Garage Floor Entry Lobby (GSF)
1,805

8,748	GSF - 2nd Floor
8,679	GSF - 3rd, 4th, 5th, & 6th Floors
45,269	Total Residential GSF (Includes Lobby)
6,714	GSF - Parking Level P0 (Does not include Lobby)
6,714	Total Parking GSF
51,983	Total Project GSF
81%	Project Building Efficiency
4.25	FAR

SECTION KEY













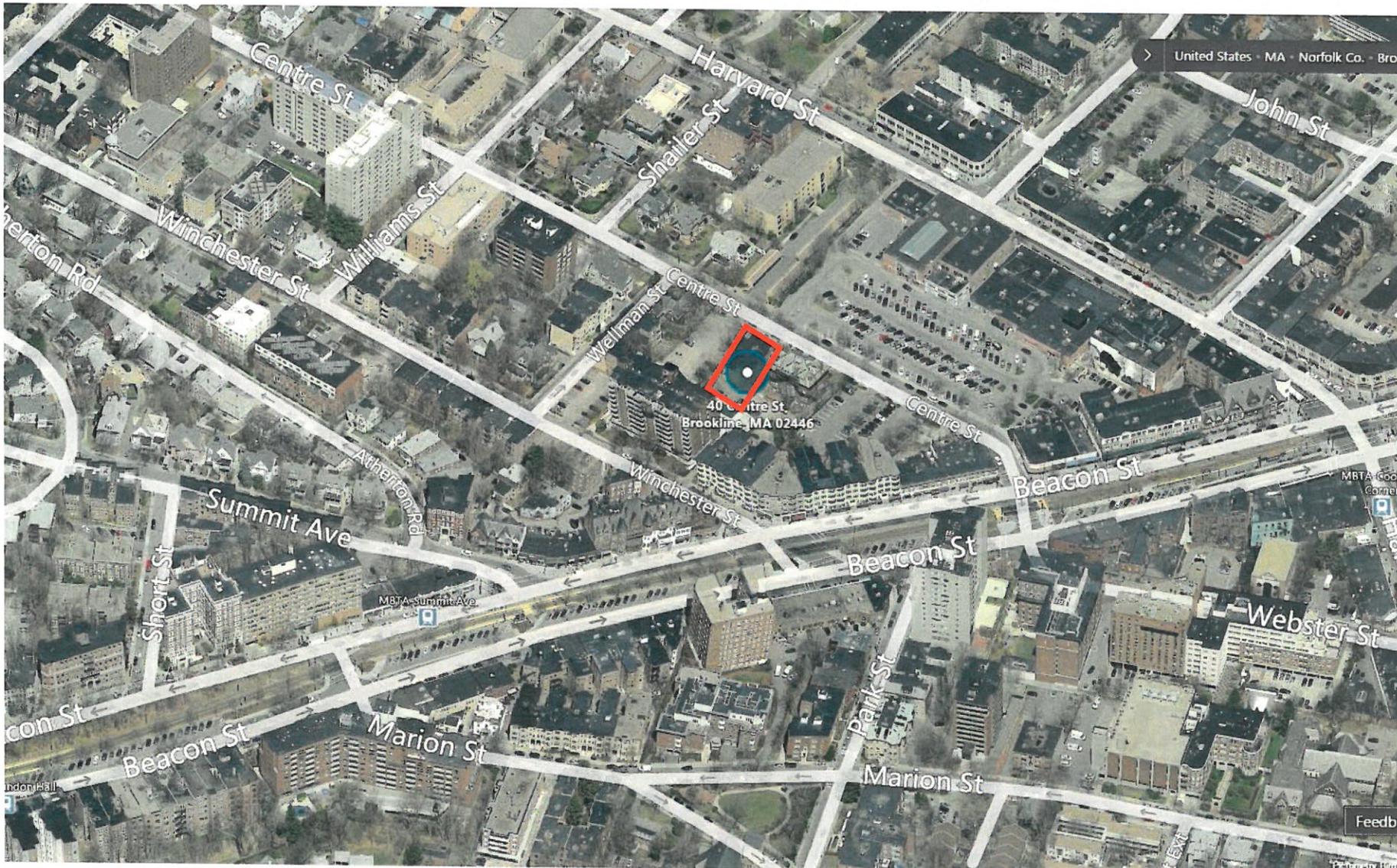


SECTION 14

AERIAL PHOTOS & LOCUS MAP

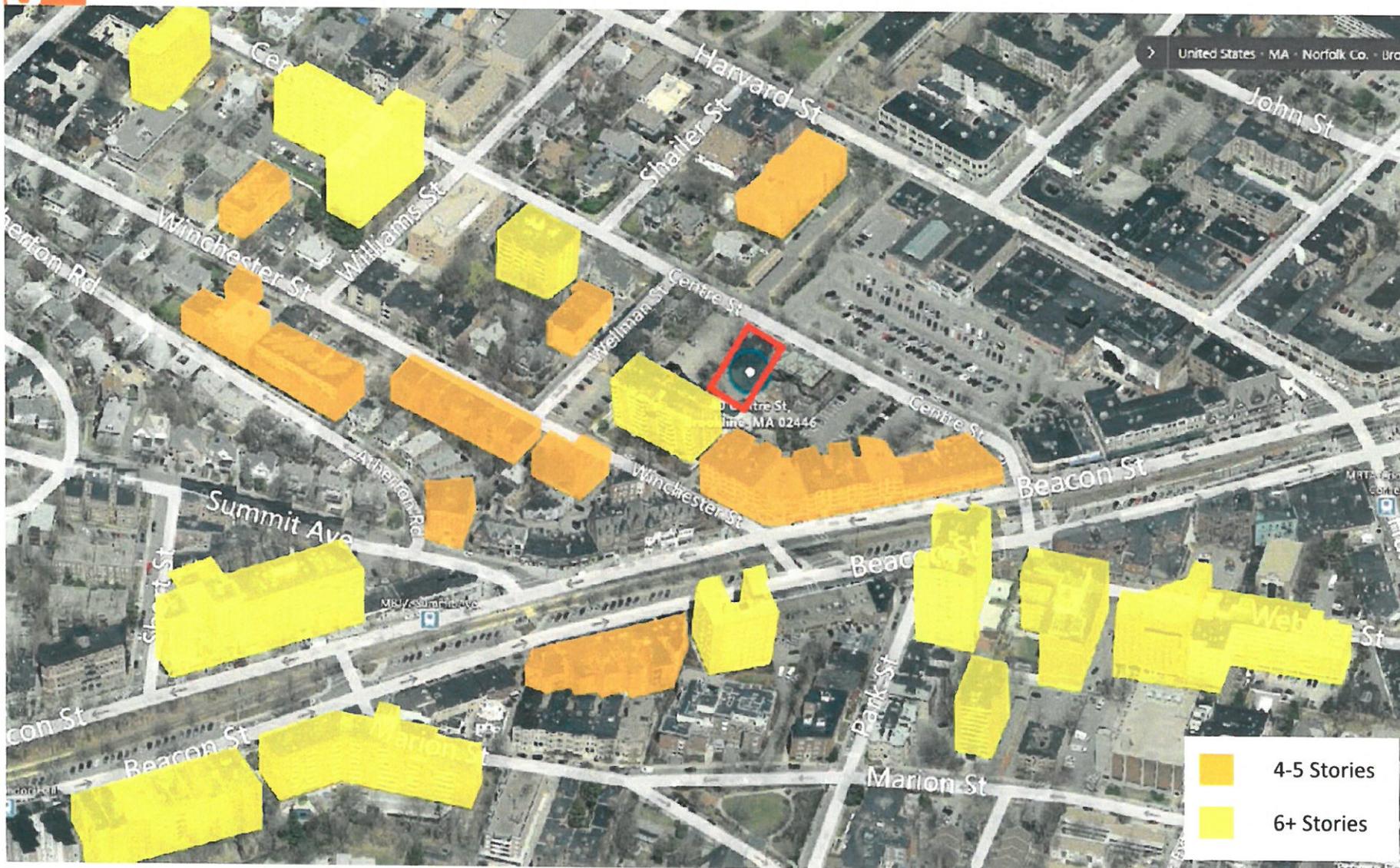
3

Site Context



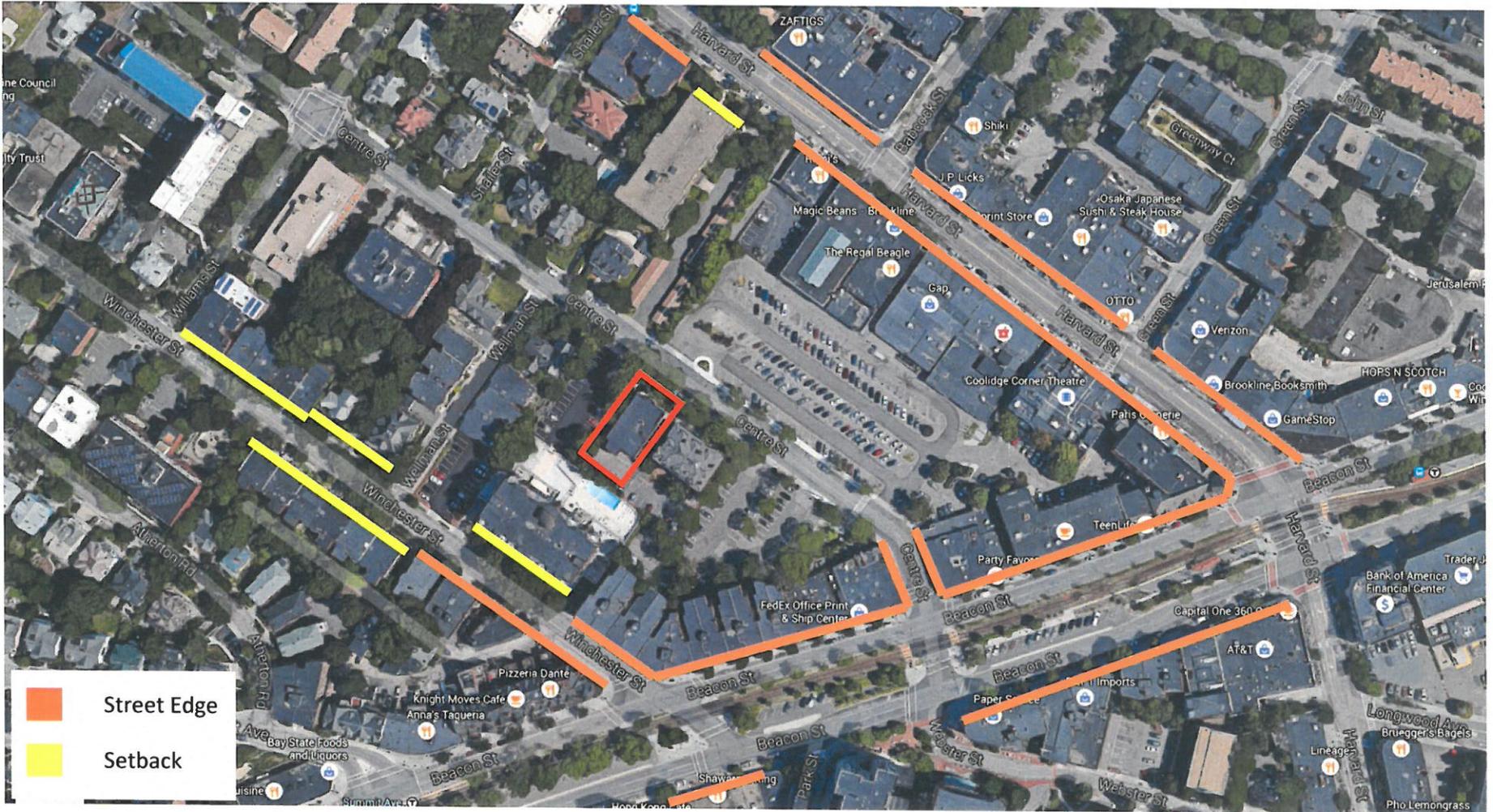
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Building Heights



3

Edge Conditions



3

Site Location



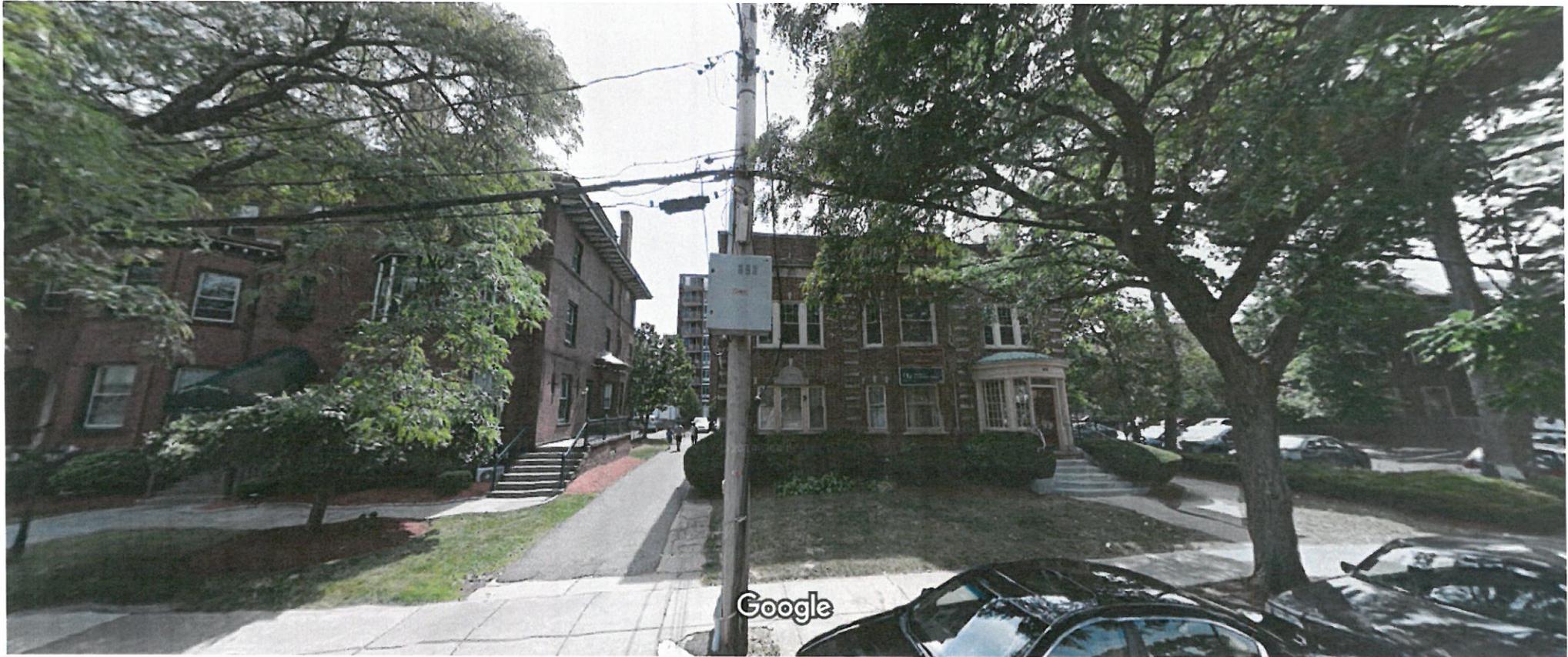
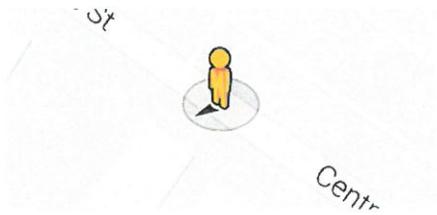


Image capture: Aug 2014 © 2015 Google

Brookline, Massachusetts

Street View - Aug 2014



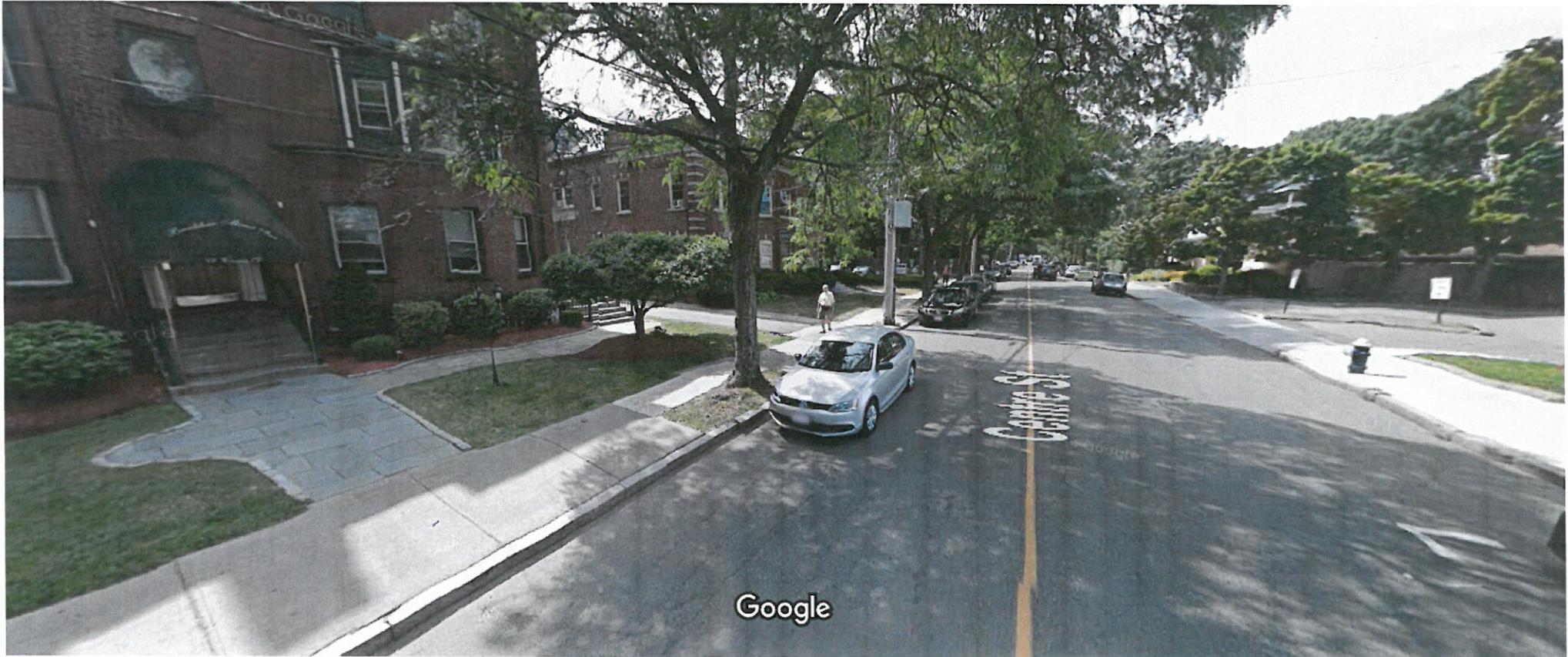


Image capture: Aug 2014 © 2015 Google

Brookline, Massachusetts

Street View - Aug 2014

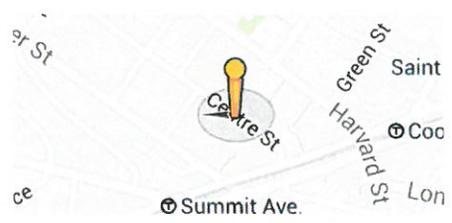




Image capture: Aug 2014 © 2015 Google

Brookline, Massachusetts

Street View - Aug 2014

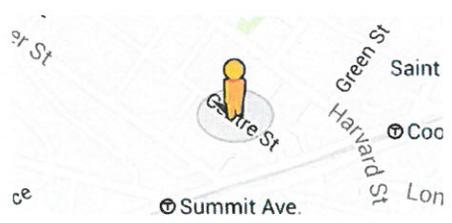
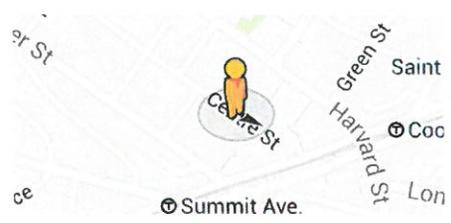




Image capture: Aug 2014 © 2015 Google

Brookline, Massachusetts

Street View - Aug 2014









SECTION 15
SHADOW STUDY



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - March 21st, 9:00am

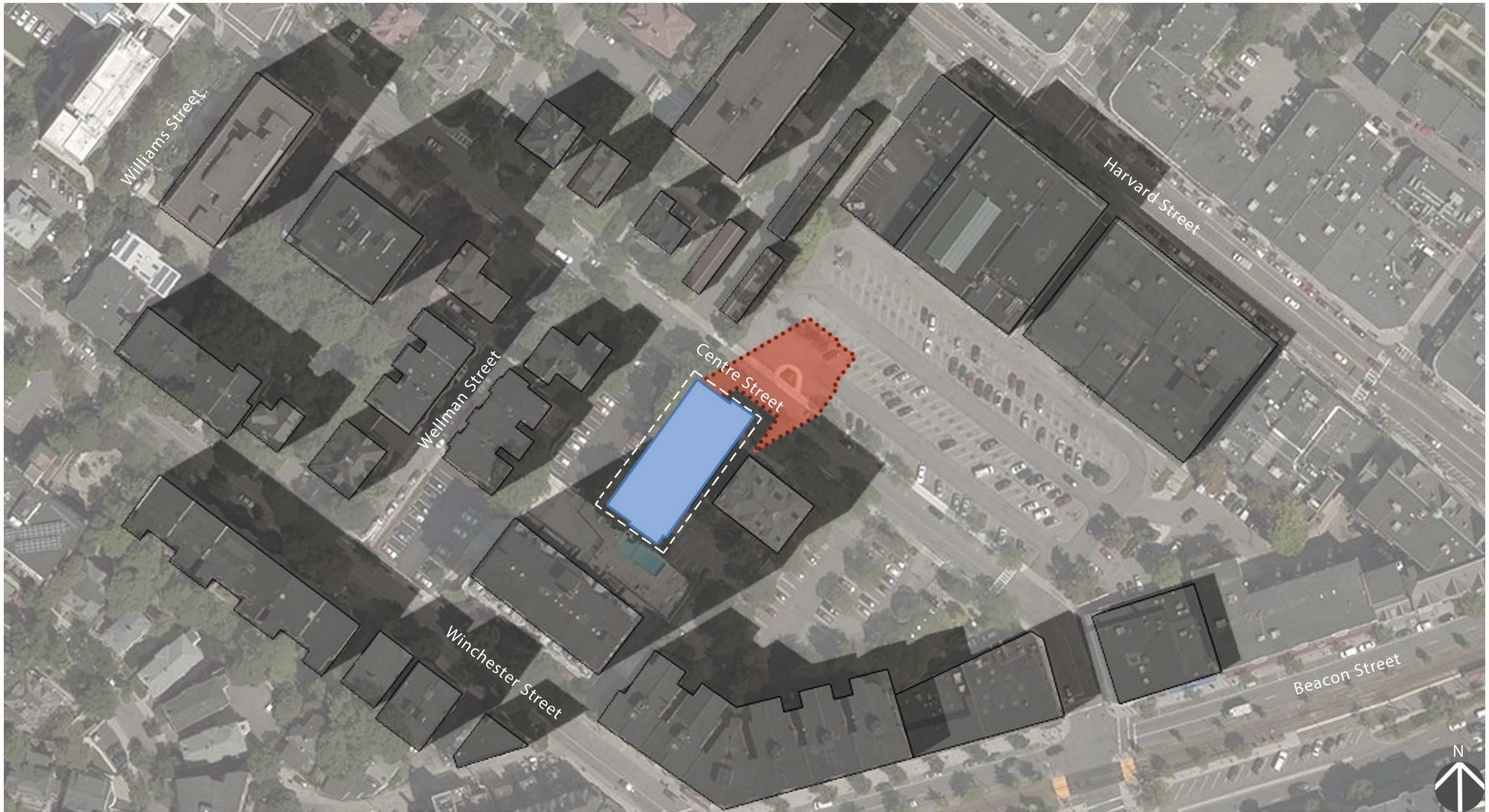
04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - March 21st, 12:00pm

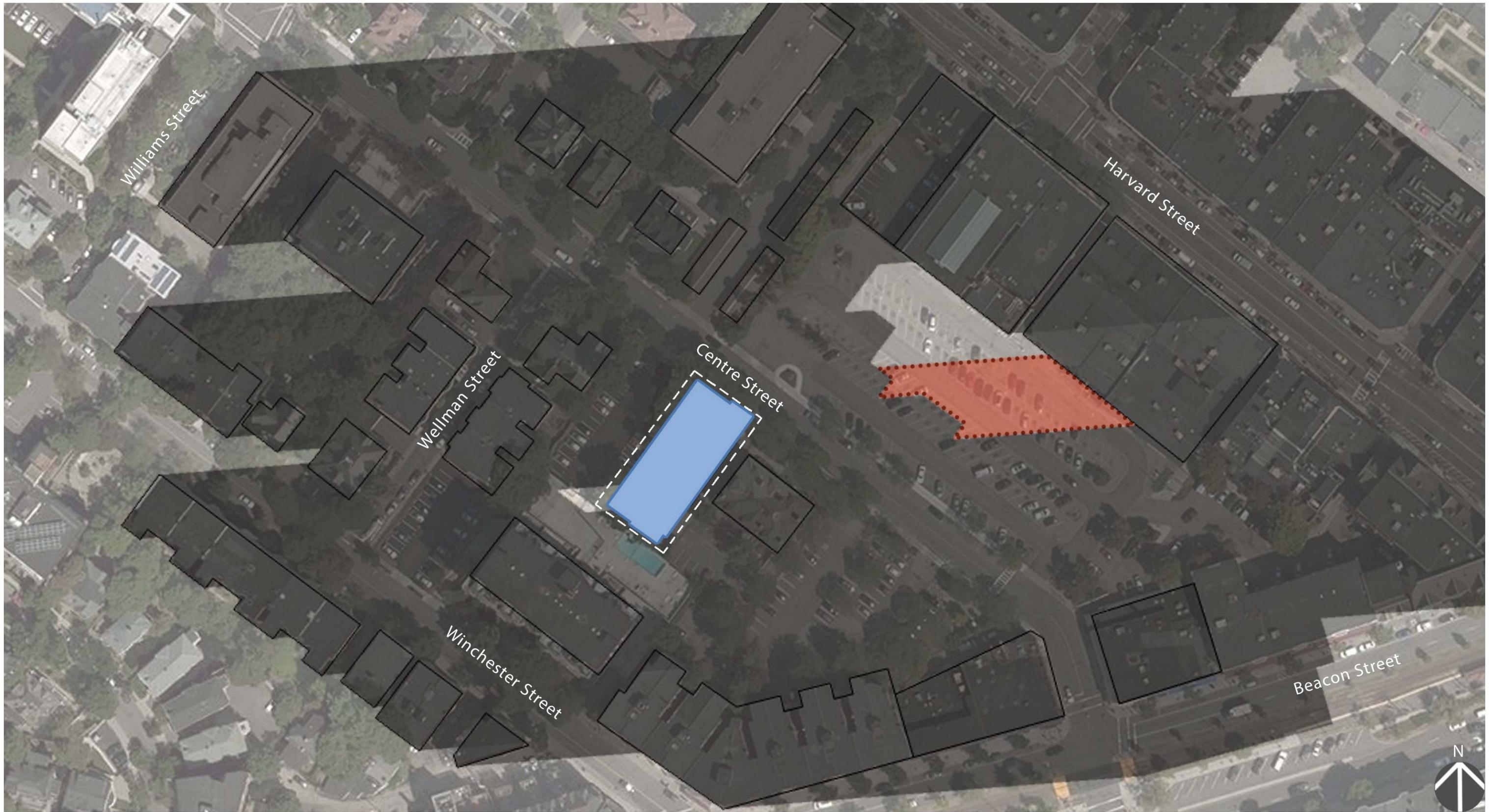
04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - March 21st, 3:00pm

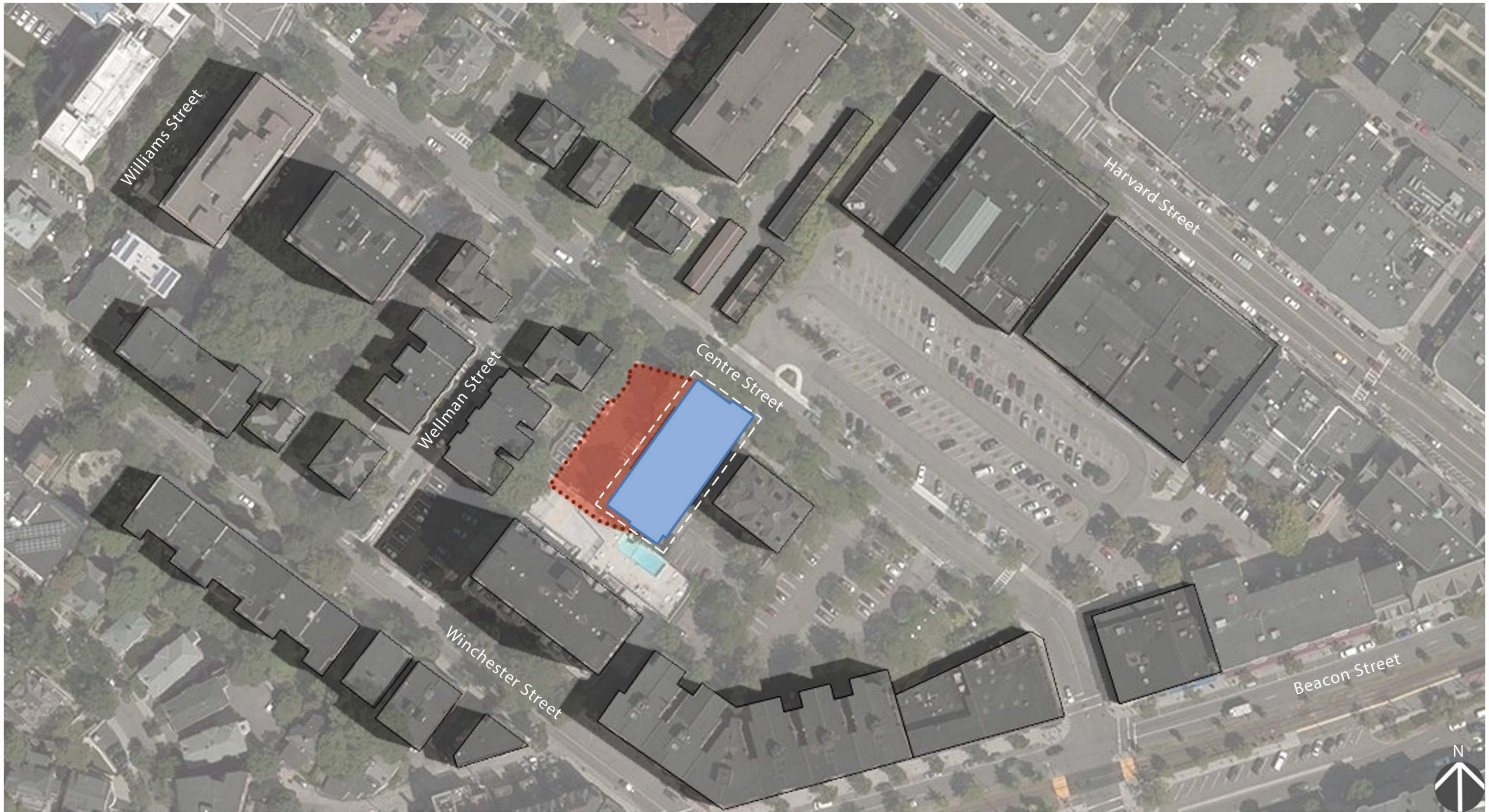
04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - March 21st, 6:00pm

04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - June 21st, 9:00am

04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - June 21st, 12:00pm

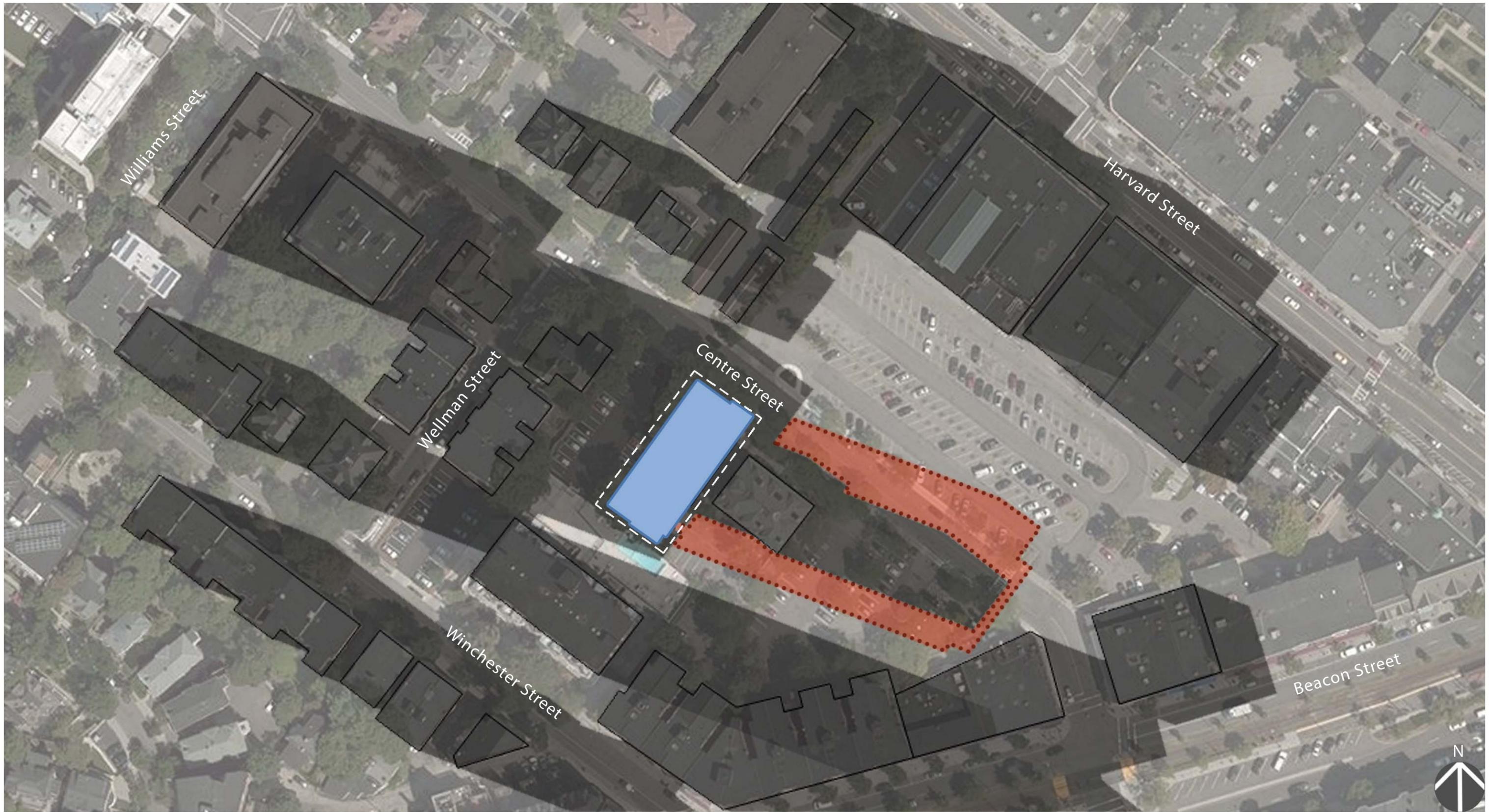
04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - June 21st, 3:00pm

04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - June 21st, 6:00pm

04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - September 21st, 9:00am

04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - September 21st, 12:00pm

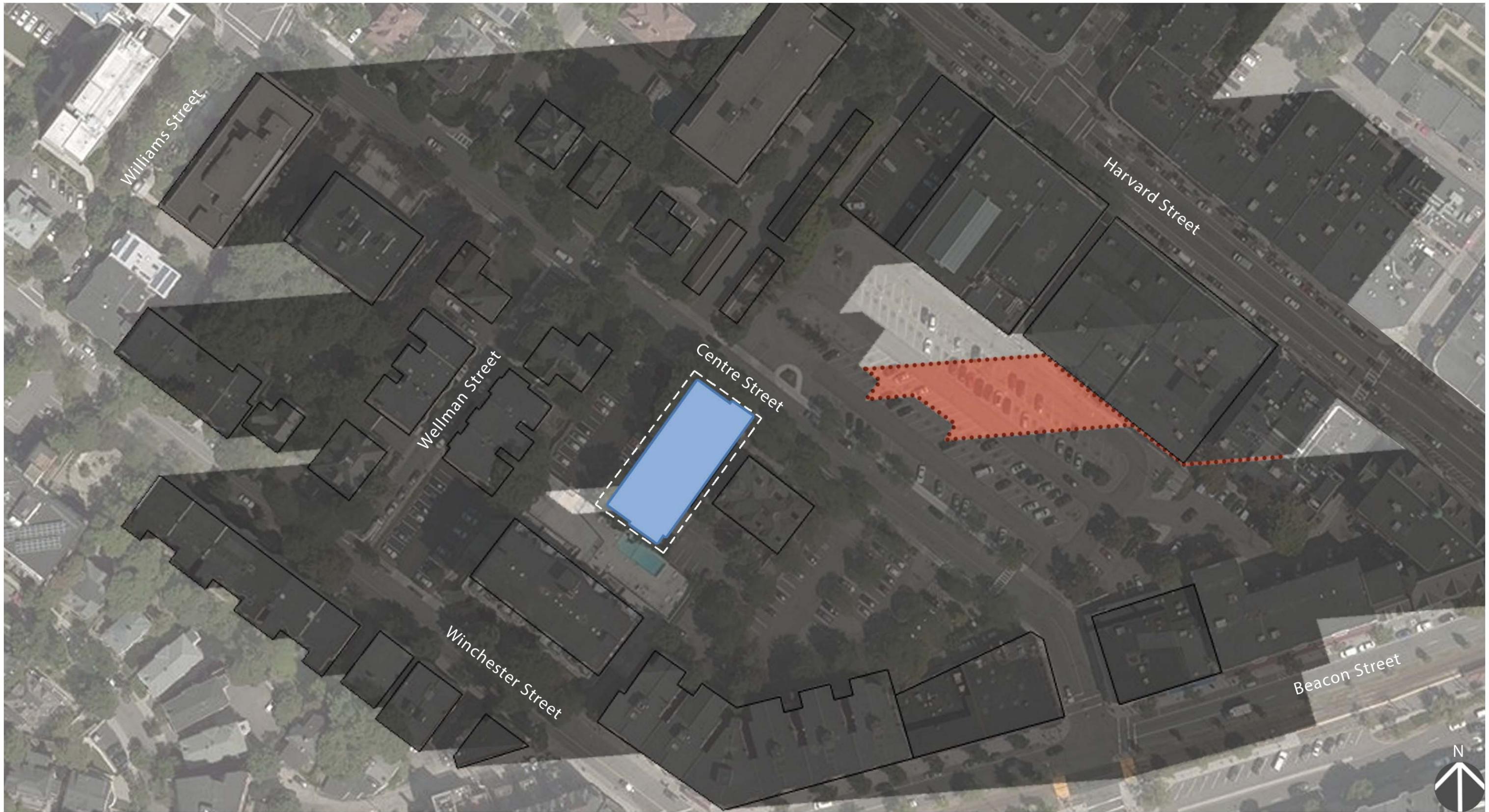
04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - September 21st, 3:00pm

04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - September 21st, 6:00pm

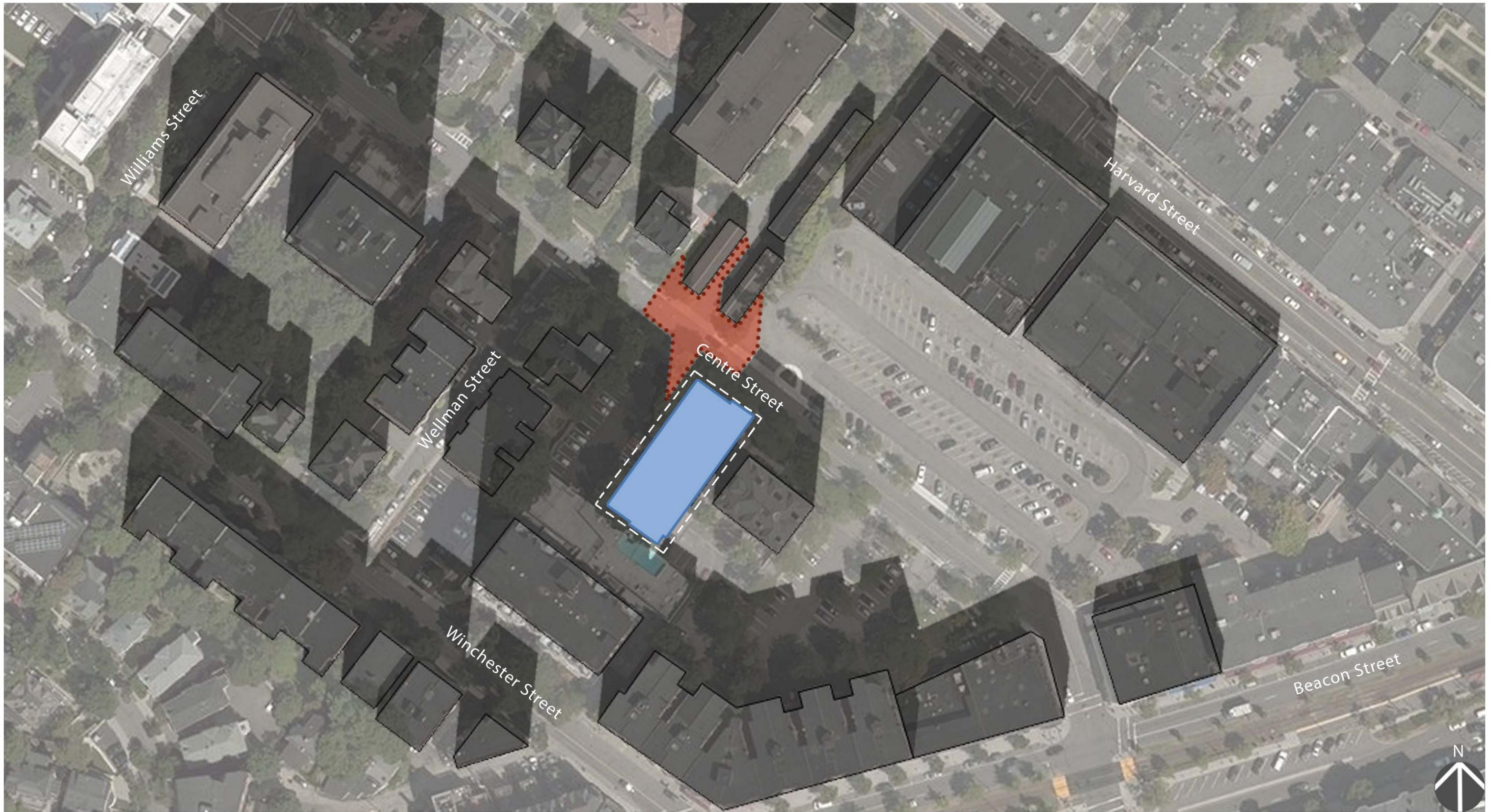
04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - December 21st, 9:00am

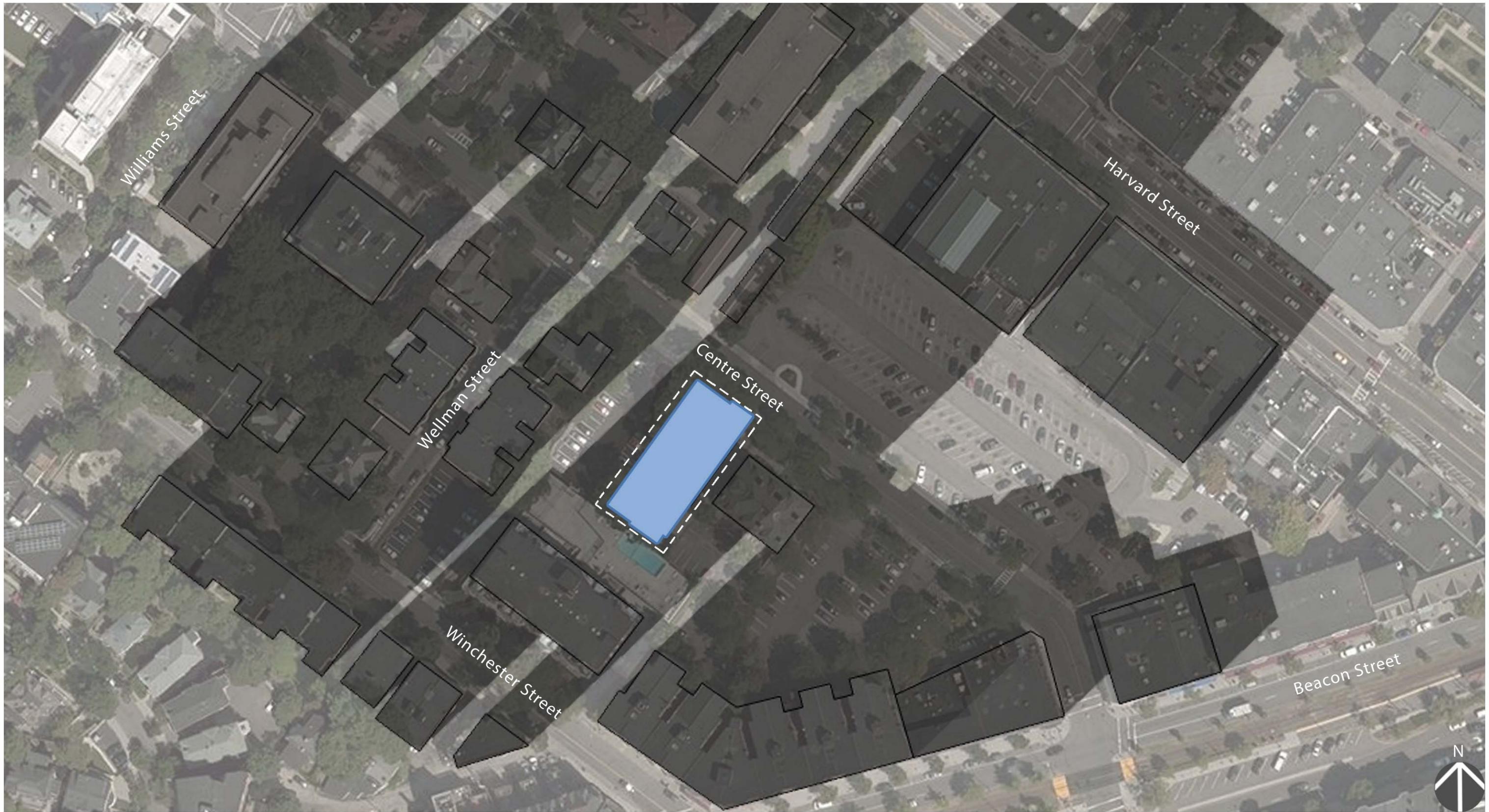
04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - December 21st, 12:00pm

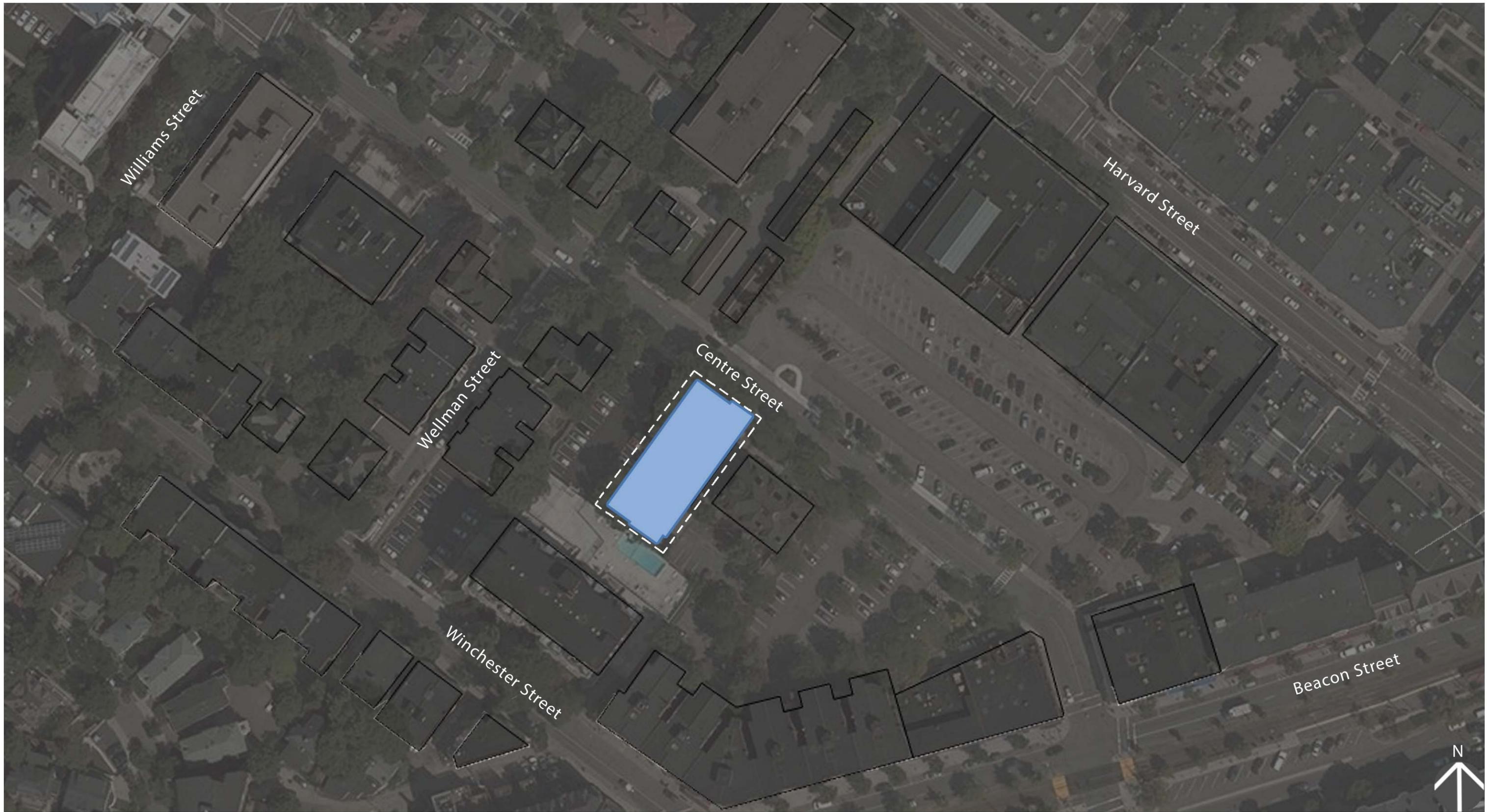
04.15.2016



Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - December 21st, 3:00pm

04.15.2016



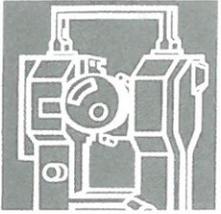
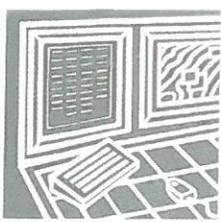
Roth Family, LLC 40 Centre Street, Brookline, MA

Shadow Studies - December 21st, 6:00pm

04.15.2016

SECTION 16

STORMWATER MANAGEMENT SUMMARY



STORMWATER MANAGEMENT NARRATIVE

for

40 Centre Street
Brookline, Massachusetts

Prepared by:

Schofield Brothers LLC
A Wholly Owned Subsidiary of Digital Geographic Technologies, Inc.
1071 Worcester Road
Framingham, MA. 01701
(508) 879-0030



Bert E. Corey 4/15/16

April 15, 2016

40 CENTRE STREET, BROOKLINE

Stormwater Standards Summary

MassDEP Stormwater Management Standards:

Standard 1: (Untreated Discharges)

There are no new stormwater conveyances proposed that discharge untreated stormwater directly to or cause erosion in wetlands or waters of the Commonwealth.

Prior to discharge to the public drainage system, stormwater runoff from the roof is passed through a subsurface infiltration system. Parking is located under the building; there are no proposed paved parking areas outside the footprint of the building.

Standard 2: (Peak rate control and flood protection)

Under proposed conditions, there is a decrease in impervious area. Stormwater runoff peak flows and volume following redevelopment will be less than the existing conditions. There will be no increases from any storm event up to and including the 100 year storm. The computations have been made for the 2, 10, 25 and 100-year design storm events, and are included.

TABLE 1 - Existing vs. Proposed Peak Flows and Volumes

		DP#1 (Centre Street)			
Storm Event	24 hr Rainfall	Peak Flow (cfs)		Volume (Acre feet)	
		Existing	Proposed	Existing	Proposed
2 year	3.2 in	0.72	0.65	0.051	0.031
10 year	4.6 in	1.09	0.97	0.079	0.057
25 year	5.5 in	1.33	1.18	0.098	0.074
100 year	6.5 in	1.59	1.41	0.118	0.093

Standard 3: (Recharge to Groundwater)

Under existing developed conditions, there are no known infiltration BMP's. Published NRCS soil data indicates "Urban land." For sizing purposes, the soil is conservatively considered HSG "A" and the permeability rate is based on a Rawl's rate of 1.02 inches/hour (sandy loam). Soil testing will be performed at the site and at the location of the proposed infiltration system to confirm these assumptions and to determine the permeability, soil texture, and depth to ground water.

The required recharge volume based on an HSG “A” soil with a target factor of 0.6” is 430 cubic feet. This proposed infiltration Best Management Practice (BMP) consists of underground concrete leaching chambers surrounded with stone. Roof runoff will be directed to a subsurface infiltration system, where the capture volume meets the required recharge volume. A storage table of the infiltration system is included. The infiltration system consists of two (2) rows of four (4) underground concrete chambers which are four (4) feet wide by four (4) feet long by three (3) feet high. An outlet control structure, with a concrete weir, controls the retained water within the infiltration system. The proposed infiltration BMP will drain within 72 hours.

Note that item 6b of the Town of Brookline Site Plan Review Checklist requires onsite infiltration structures to be designed to retain 5.5” of rain. As a redevelopment project, coupled with a reduction in impervious area, the applicant is proposing that the infiltration facility be sized in accordance with the MassDEP Stormwater Management Regulations.

Standard 4: (80% TSS Removal)

Non-contaminated runoff (roof area) is routed directly to the subsurface infiltration system to provide 80% TSS removal for that treatment train. The entrance driveway is untreated.

A Long-Term Pollution Prevention Plan (LTPPP) will be prepared.

Standard 5: (Land Use with Higher Potential Pollutant Load)

Not Applicable.

Standard 6: (Critical Areas)

Stormwater does not discharge near or to a Critical Area (such as a Zone II, Interim Wellhead Protection Areas, Shellfish Growing Areas, Bathing Beaches, Outstanding Resource Waters, Special Resource Waters, or Cold-Water Fisheries).

Standard 7: (Redevelopment)

The project is a redevelopment project. The project fully complies with Standard 1, 2, and 3 and meets to the maximum extent practicable Standard 4. The project reduces impervious cover by 640 square feet, reduces the peak flows and volume to the existing drain in Centre Street. A long term pollution plan, a stormwater operation plan, an erosion control plan, and an illicit discharge statement will be prepared when submitting for Site Plan Review.

Standard 8: (Erosion, Sediment Control)

Erosion and sediment control BMPs will be included in the Erosion and Sediment Control Plan as part of the Site Plan set.

Standard 9: (Operation & Maintenance)

An Operation and Maintenance Plan for the stormwater system (infiltration) will be prepared.

Standard 10: (Illicit Discharges)

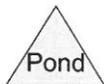
The proposed building design will be in compliance with state and local building codes. There are no illicit discharges designed or proposed. An Illicit Discharge Statement will be prepared.



40 Centre Street



Centre Street



24766-40 Centre Street-Existing Conditions

Prepared by Schofield Brothers LLC

HydroCAD® 10.00-15 s/n 01078 © 2015 HydroCAD Software Solutions LLC

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.037	61	>75% Grass cover, Good, HSG B (E-1)
0.134	98	Paved parking, HSG B (E-1)
0.079	98	Roofs, HSG B (E-1)
0.250	93	TOTAL AREA

24766-40 Centre Street-Existing Conditions

Prepared by Schofield Brothers LLC

HydroCAD® 10.00-15 s/n 01078 © 2015 HydroCAD Software Solutions LLC

40 Centre Street, Brookline
Type III 24-hr 2 yr Rainfall=3.20"

Page 3

Time span=0.00-30.00 hrs, dt=0.01 hrs, 3001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment E-1: 40 Centre Street

Runoff Area=10,889 sf 85.15% Impervious Runoff Depth=2.45"
Tc=5.0 min CN=93 Runoff=0.72 cfs 0.051 af

Reach DP-1: Centre Street

Inflow=0.72 cfs 0.051 af
Outflow=0.72 cfs 0.051 af

Total Runoff Area = 0.250 ac Runoff Volume = 0.051 af Average Runoff Depth = 2.45"
14.85% Pervious = 0.037 ac 85.15% Impervious = 0.213 ac

24766-40 Centre Street-Existing Conditions

40 Centre Street, Brookline
Type III 24-hr 10 yr Rainfall=4.60"

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Page 4

Time span=0.00-30.00 hrs, dt=0.01 hrs, 3001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment E-1: 40 Centre Street

Runoff Area=10,889 sf 85.15% Impervious Runoff Depth=3.81"
Tc=5.0 min CN=93 Runoff=1.09 cfs 0.079 af

Reach DP-1: Centre Street

Inflow=1.09 cfs 0.079 af
Outflow=1.09 cfs 0.079 af

Total Runoff Area = 0.250 ac Runoff Volume = 0.079 af Average Runoff Depth = 3.81"
14.85% Pervious = 0.037 ac 85.15% Impervious = 0.213 ac

24766-40 Centre Street-Existing Conditions

40 Centre Street, Brookline
Type III 24-hr 25 yr Rainfall=5.50"

Prepared by Schofield Brothers LLC

HydroCAD® 10.00-15 s/n 01078 © 2015 HydroCAD Software Solutions LLC

Page 5

Time span=0.00-30.00 hrs, dt=0.01 hrs, 3001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment E-1: 40 Centre Street

Runoff Area=10,889 sf 85.15% Impervious Runoff Depth=4.69"
Tc=5.0 min CN=93 Runoff=1.33 cfs 0.098 af

Reach DP-1: Centre Street

Inflow=1.33 cfs 0.098 af
Outflow=1.33 cfs 0.098 af

Total Runoff Area = 0.250 ac Runoff Volume = 0.098 af Average Runoff Depth = 4.69"
14.85% Pervious = 0.037 ac 85.15% Impervious = 0.213 ac

24766-40 Centre Street-Existing Conditions

Prepared by Schofield Brothers LLC

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40 Centre Street, Brookline
Type III 24-hr 100 yr Rainfall=6.50"

Page 6

Time span=0.00-30.00 hrs, dt=0.01 hrs, 3001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment E-1: 40 Centre Street

Runoff Area=10,889 sf 85.15% Impervious Runoff Depth=5.68"
Tc=5.0 min CN=93 Runoff=1.59 cfs 0.118 af

Reach DP-1: Centre Street

Inflow=1.59 cfs 0.118 af
Outflow=1.59 cfs 0.118 af

Total Runoff Area = 0.250 ac Runoff Volume = 0.118 af Average Runoff Depth = 5.68"
14.85% Pervious = 0.037 ac 85.15% Impervious = 0.213 ac

24766-40 Centre Street-Existing Conditions

Prepared by Schofield Brothers LLC

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40 Centre Street, Brookline
 Type III 24-hr 100 yr Rainfall=6.50"

Summary for Subcatchment E-1: 40 Centre Street

Runoff = 1.59 cfs @ 12.07 hrs, Volume= 0.118 af, Depth= 5.68"

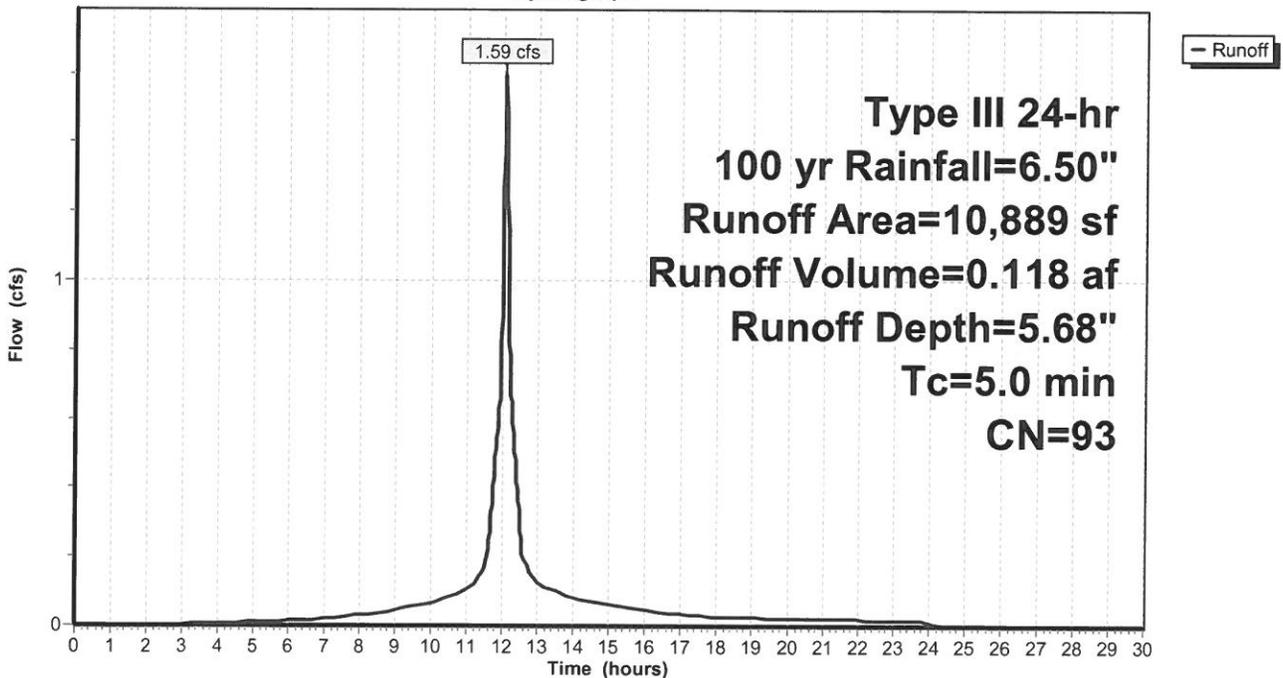
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs
 Type III 24-hr 100 yr Rainfall=6.50"

Area (sf)	CN	Description
3,426	98	Roofs, HSG B
5,846	98	Paved parking, HSG B
1,617	61	>75% Grass cover, Good, HSG B
10,889	93	Weighted Average
1,617		14.85% Pervious Area
9,272		85.15% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment E-1: 40 Centre Street

Hydrograph



24766-40 Centre Street-Existing Conditions

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40 Centre Street, Brookline
Type III 24-hr 100 yr Rainfall=6.50"

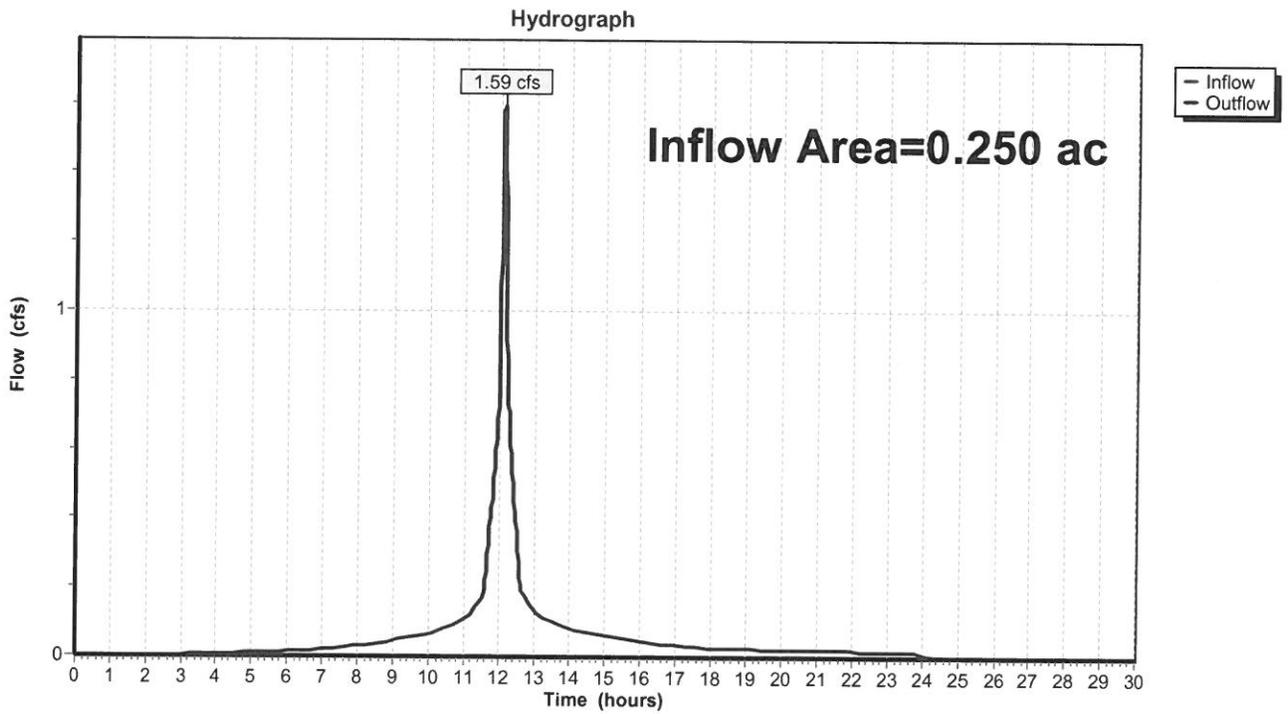
Summary for Reach DP-1: Centre Street

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 0.250 ac, 85.15% Impervious, Inflow Depth = 5.68" for 100 yr event
Inflow = 1.59 cfs @ 12.07 hrs, Volume= 0.118 af
Outflow = 1.59 cfs @ 12.07 hrs, Volume= 0.118 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs

Reach DP-1: Centre Street



24766-40 Centre Street-Proposed Conditions

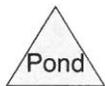
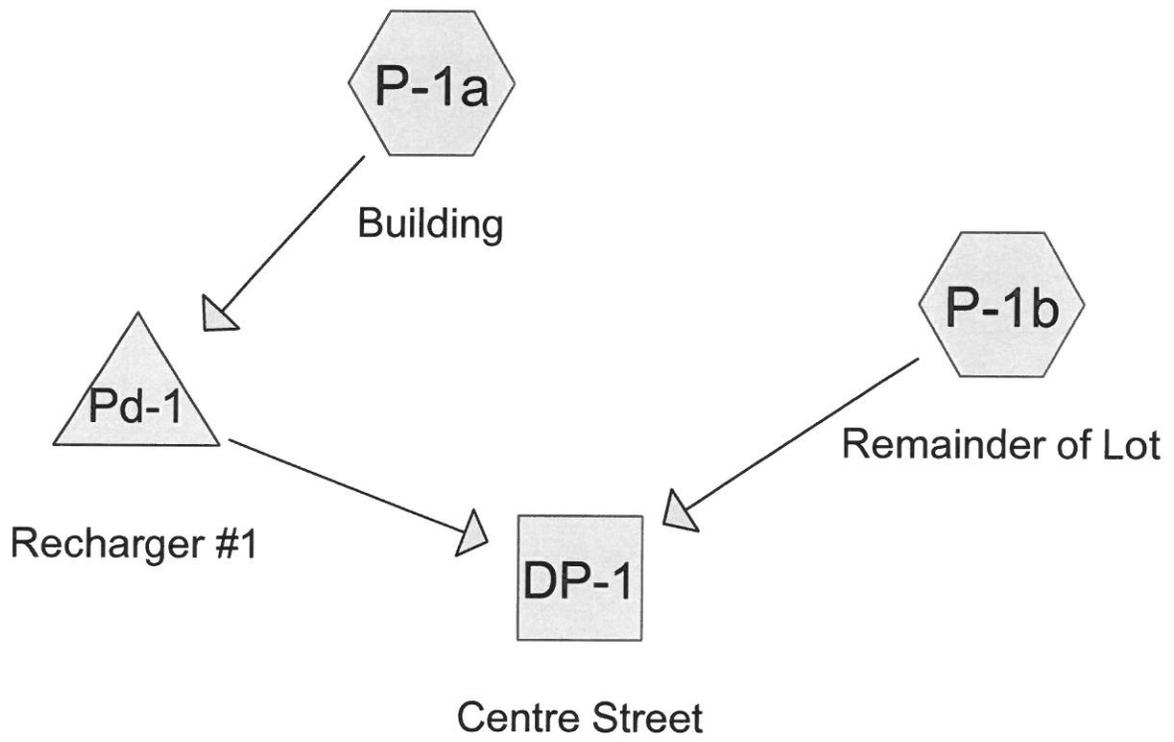
Type III 24-hr 100 yr Rainfall=6.50"

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Stage-Area-Storage for Pond Pd-1: Recharger #1

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
62.83	240	0	65.43	240	354
62.88	240	5	65.48	240	361
62.93	240	10	65.53	240	369
62.98	240	14	65.58	240	376
63.03	240	19	65.63	240	383
63.08	240	24	65.68	240	391
63.13	240	29	65.73	240	398
63.18	240	34	65.78	240	406
63.23	240	38	65.83	240	413
63.28	240	43	65.88	240	420
63.33	240	48	65.93	240	428
63.38	240	53	65.98	240	435
63.43	240	58	66.03	240	439
63.48	240	62	66.08	240	442
63.53	240	69	66.13	240	444
63.58	240	77	66.18	240	447
63.63	240	84	66.23	240	450
63.68	240	92	66.28	240	452
63.73	240	99	66.33	240	455
63.78	240	107	66.38	240	457
63.83	240	114	66.43	240	460
63.88	240	122	66.48	240	462
63.93	240	129	66.53	240	466
63.98	240	137	66.58	240	471
64.03	240	144	66.63	240	476
64.08	240	152	66.68	240	481
64.13	240	160	66.73	240	486
64.18	240	167	66.78	240	490
64.23	240	175	66.83	240	495
64.28	240	182	66.88	240	500
64.33	240	190	66.93	240	505
64.38	240	197	66.98	240	510
64.43	240	205			
64.48	240	212			
64.53	240	220			
64.58	240	227			
64.63	240	235			
64.68	240	242			
64.73	240	249			
64.78	240	257			
64.83	240	264			
64.88	240	272			
64.93	240	279			
64.98	240	287			
65.03	240	294			
65.08	240	302			
65.13	240	309			
65.18	240	317			
65.23	240	324			
65.28	240	331			
65.33	240	339			
65.38	240	346			



24766-40 Centre Street-Proposed Conditions

Prepared by Schofield Brothers LLC

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Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.052	61	>75% Grass cover, Good, HSG B (P-1b)
0.001	98	Paved parking, HSG B (P-1b)
0.197	98	Roofs, HSG B (P-1a)
0.250	90	TOTAL AREA

24766-40 Centre Street-Proposed Conditions

40 Centre Street, Brookline
Type III 24-hr 2 yr Rainfall=3.20"

Prepared by Schofield Brothers LLC

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Time span=0.00-30.00 hrs, dt=0.01 hrs, 3001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment P-1a: Building Runoff Area=8,591 sf 100.00% Impervious Runoff Depth=2.97"
Tc=5.0 min CN=98 Runoff=0.63 cfs 0.049 af

Subcatchment P-1b: Remainder of Lot Runoff Area=2,298 sf 1.78% Impervious Runoff Depth=0.48"
Tc=0.0 min CN=62 Runoff=0.02 cfs 0.002 af

Reach DP-1: Centre Street Inflow=0.65 cfs 0.031 af
Outflow=0.65 cfs 0.031 af

Pond Pd-1: Recharger #1 Peak Elev=66.15' Storage=445 cf Inflow=0.63 cfs 0.049 af
Discarded=0.01 cfs 0.013 af Primary=0.63 cfs 0.029 af Outflow=0.63 cfs 0.041 af

Total Runoff Area = 0.250 ac Runoff Volume = 0.051 af Average Runoff Depth = 2.44"
20.73% Pervious = 0.052 ac 79.27% Impervious = 0.198 ac

24766-40 Centre Street-Proposed Conditions

40 Centre Street, Brookline
Type III 24-hr 10 yr Rainfall=4.60"

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Time span=0.00-30.00 hrs, dt=0.01 hrs, 3001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment P-1a: Building Runoff Area=8,591 sf 100.00% Impervious Runoff Depth=4.36"
Tc=5.0 min CN=98 Runoff=0.92 cfs 0.072 af

Subcatchment P-1b: Remainder of Lot Runoff Area=2,298 sf 1.78% Impervious Runoff Depth=1.20"
Tc=0.0 min CN=62 Runoff=0.08 cfs 0.005 af

Reach DP-1: Centre Street Inflow=0.97 cfs 0.057 af
Outflow=0.97 cfs 0.057 af

Pond Pd-1: Recharger #1 Peak Elev=66.19' Storage=447 cf Inflow=0.92 cfs 0.072 af
Discarded=0.01 cfs 0.013 af Primary=0.91 cfs 0.051 af Outflow=0.92 cfs 0.064 af

Total Runoff Area = 0.250 ac Runoff Volume = 0.077 af Average Runoff Depth = 3.70"
20.73% Pervious = 0.052 ac 79.27% Impervious = 0.198 ac

24766-40 Centre Street-Proposed Conditions

40 Centre Street, Brookline
Type III 24-hr 25 yr Rainfall=5.50"

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Time span=0.00-30.00 hrs, dt=0.01 hrs, 3001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment P-1a: Building Runoff Area=8,591 sf 100.00% Impervious Runoff Depth=5.26"
Tc=5.0 min CN=98 Runoff=1.10 cfs 0.086 af

Subcatchment P-1b: Remainder of Lot Runoff Area=2,298 sf 1.78% Impervious Runoff Depth=1.76"
Tc=0.0 min CN=62 Runoff=0.13 cfs 0.008 af

Reach DP-1: Centre Street Inflow=1.18 cfs 0.074 af
Outflow=1.18 cfs 0.074 af

Pond Pd-1: Recharger #1 Peak Elev=66.21' Storage=449 cf Inflow=1.10 cfs 0.086 af
Discarded=0.01 cfs 0.013 af Primary=1.09 cfs 0.066 af Outflow=1.10 cfs 0.079 af

Total Runoff Area = 0.250 ac Runoff Volume = 0.094 af Average Runoff Depth = 4.52"
20.73% Pervious = 0.052 ac 79.27% Impervious = 0.198 ac

24766-40 Centre Street-Proposed Conditions

40 Centre Street, Brookline
Type III 24-hr 100 yr Rainfall=6.50"

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Time span=0.00-30.00 hrs, dt=0.01 hrs, 3001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment P-1a: Building Runoff Area=8,591 sf 100.00% Impervious Runoff Depth=6.26"
Tc=5.0 min CN=98 Runoff=1.30 cfs 0.103 af

Subcatchment P-1b: Remainder of Lot Runoff Area=2,298 sf 1.78% Impervious Runoff Depth=2.44"
Tc=0.0 min CN=62 Runoff=0.18 cfs 0.011 af

Reach DP-1: Centre Street Inflow=1.41 cfs 0.093 af
Outflow=1.41 cfs 0.093 af

Pond Pd-1: Recharger #1 Peak Elev=66.24' Storage=450 cf Inflow=1.30 cfs 0.103 af
Discarded=0.01 cfs 0.013 af Primary=1.29 cfs 0.082 af Outflow=1.30 cfs 0.096 af

Total Runoff Area = 0.250 ac Runoff Volume = 0.114 af Average Runoff Depth = 5.45"
20.73% Pervious = 0.052 ac 79.27% Impervious = 0.198 ac

24766-40 Centre Street-Proposed Conditions

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Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.052	61	>75% Grass cover, Good, HSG B (P-1b)
0.001	98	Paved parking, HSG B (P-1b)
0.197	98	Roofs, HSG B (P-1a)

24766-40 Centre Street-Proposed Conditions

Prepared by Schofield Brothers LLC

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40 Centre Street, Brookline
Type III 24-hr 100 yr Rainfall=6.50"

Summary for Subcatchment P-1a: Building

Runoff = 1.30 cfs @ 12.07 hrs, Volume= 0.103 af, Depth= 6.26"

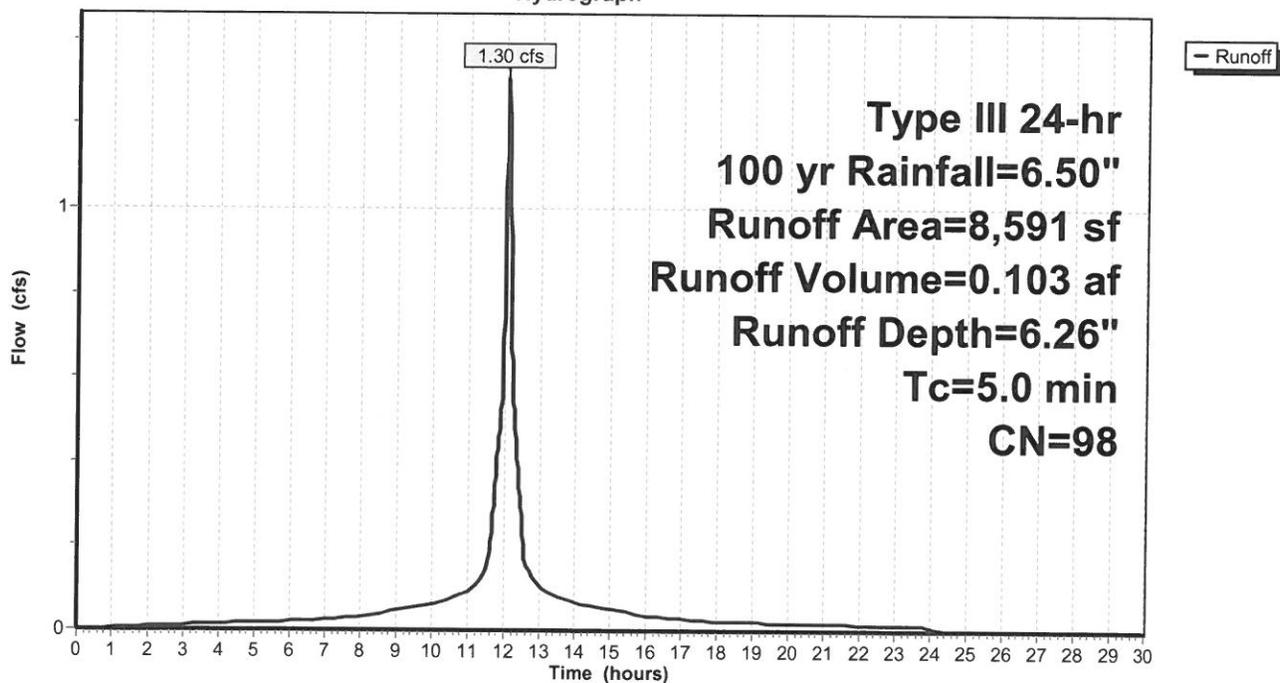
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs
Type III 24-hr 100 yr Rainfall=6.50"

Area (sf)	CN	Description
8,591	98	Roofs, HSG B
8,591		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment P-1a: Building

Hydrograph



24766-40 Centre Street-Proposed Conditions

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40 Centre Street, Brookline
Type III 24-hr 100 yr Rainfall=6.50"

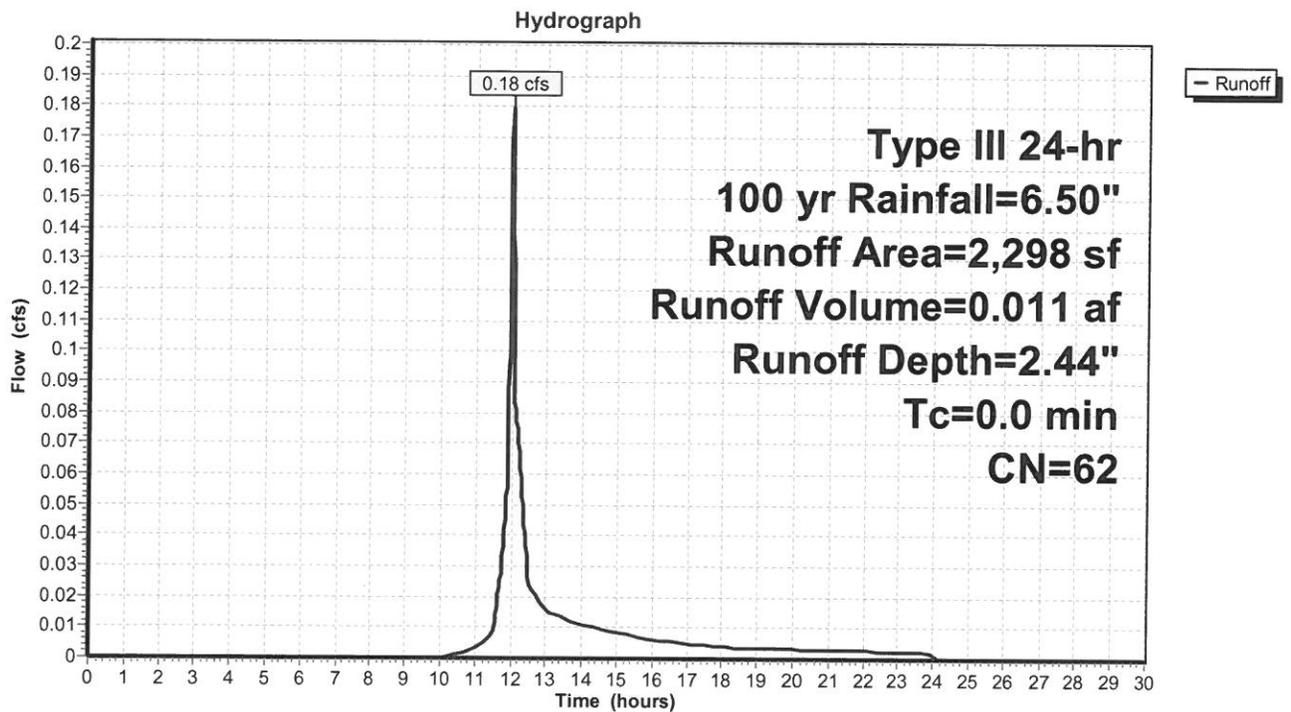
Summary for Subcatchment P-1b: Remainder of Lot

Runoff = 0.18 cfs @ 12.00 hrs, Volume= 0.011 af, Depth= 2.44"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs
Type III 24-hr 100 yr Rainfall=6.50"

Area (sf)	CN	Description
41	98	Paved parking, HSG B
2,257	61	>75% Grass cover, Good, HSG B
2,298	62	Weighted Average
2,257		98.22% Pervious Area
41		1.78% Impervious Area

Subcatchment P-1b: Remainder of Lot



24766-40 Centre Street-Proposed Conditions

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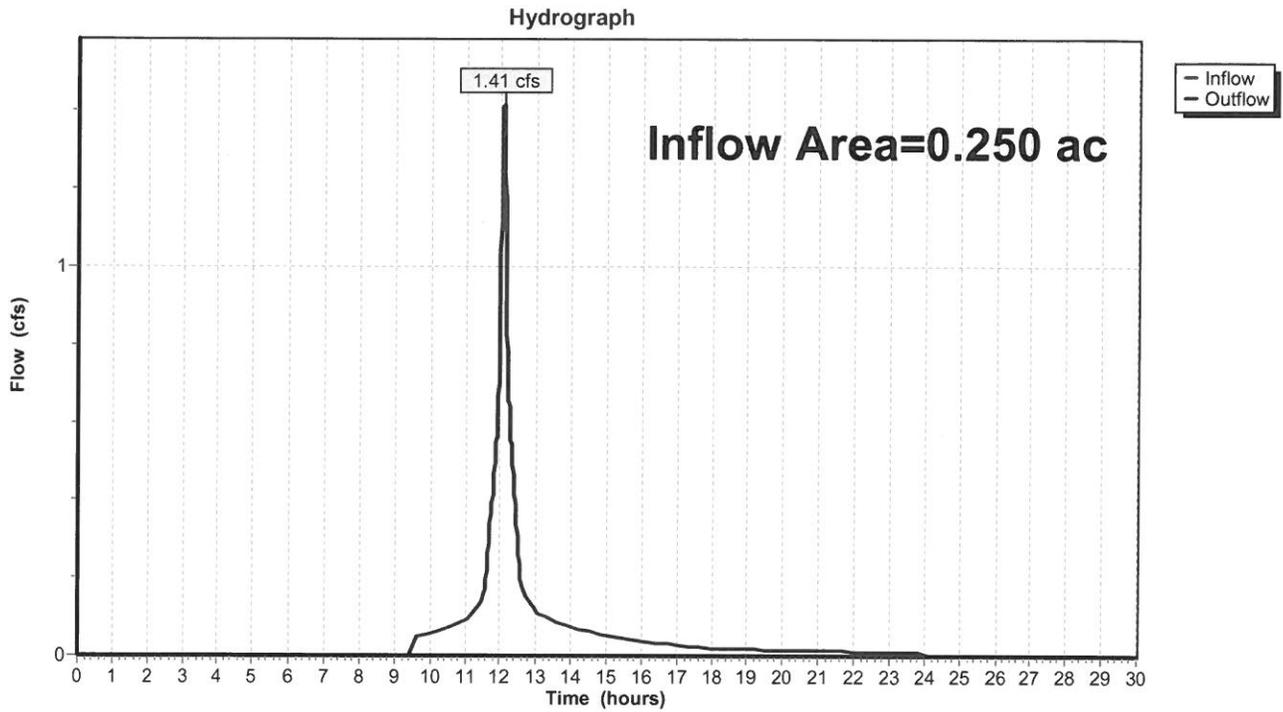
40 Centre Street, Brookline
Type III 24-hr 100 yr Rainfall=6.50"

Summary for Reach DP-1: Centre Street

Inflow Area = 0.250 ac, 79.27% Impervious, Inflow Depth = 4.46" for 100 yr event
Inflow = 1.41 cfs @ 12.07 hrs, Volume= 0.093 af
Outflow = 1.41 cfs @ 12.07 hrs, Volume= 0.093 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs

Reach DP-1: Centre Street



24766-40 Centre Street-Proposed Conditions

40 Centre Street, Brookline
 Type III 24-hr 100 yr Rainfall=6.50"

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Summary for Pond Pd-1: Recharger #1

Inflow Area = 0.197 ac, 100.00% Impervious, Inflow Depth = 6.26" for 100 yr event
 Inflow = 1.30 cfs @ 12.07 hrs, Volume= 0.103 af
 Outflow = 1.30 cfs @ 12.07 hrs, Volume= 0.096 af, Atten= 0%, Lag= 0.1 min
 Discarded = 0.01 cfs @ 1.97 hrs, Volume= 0.013 af
 Primary = 1.29 cfs @ 12.07 hrs, Volume= 0.082 af

Routing by Stor-Ind method, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs / 2
 Peak Elev= 66.24' @ 12.07 hrs Surf.Area= 240 sf Storage= 450 cf

Plug-Flow detention time= 97.3 min calculated for 0.096 af (93% of inflow)
 Center-of-Mass det. time= 58.3 min (801.3 - 743.1)

Volume	Invert	Avail.Storage	Storage Description
#1A	62.83'	262 cf	12.00'W x 20.00'L x 4.17'H Field A 1,000 cf Overall - 346 cf Embedded = 654 cf x 40.0% Voids
#2A	63.50'	250 cf	Galley 4x4x3 x 8 Inside #1 Inside= 42.0"W x 30.0"H => 8.91 sf x 3.50'L = 31.2 cf Outside= 48.0"W x 36.0"H => 10.81 sf x 4.00'L = 43.2 cf 2 Rows of 4 Chambers
		511 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	62.83'	1.020 in/hr Exfiltration over Surface area
#2	Primary	66.00'	4.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32

Discarded OutFlow Max=0.01 cfs @ 1.97 hrs HW=62.87' (Free Discharge)
 ↳ **1=Exfiltration** (Exfiltration Controls 0.01 cfs)

Primary OutFlow Max=1.29 cfs @ 12.07 hrs HW=66.24' (Free Discharge)
 ↳ **2=Broad-Crested Rectangular Weir** (Weir Controls 1.29 cfs @ 1.37 fps)

24766-40 Centre Street-Proposed Conditions

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40 Centre Street, Brookline
Type III 24-hr 100 yr Rainfall=6.50"

Pond Pd-1: Recharger #1 - Chamber Wizard Field A

Chamber Model = Galley 4x4x3 (Concrete Galley, Shea LE-EGLPH, LE-CGLPH or equivalent)

Inside= 42.0"W x 30.0"H => 8.91 sf x 3.50'L = 31.2 cf

Outside= 48.0"W x 36.0"H => 10.81 sf x 4.00'L = 43.2 cf

4 Chambers/Row x 4.00' Long = 16.00' Row Length +24.0" End Stone x 2 = 20.00' Base Length

2 Rows x 48.0" Wide + 24.0" Side Stone x 2 = 12.00' Base Width

8.0" Base + 36.0" Chamber Height + 6.0" Cover = 4.17' Field Height

8 Chambers x 31.2 cf = 249.5 cf Chamber Storage

8 Chambers x 43.2 cf = 345.9 cf Displacement

1,000.0 cf Field - 345.9 cf Chambers = 654.1 cf Stone x 40.0% Voids = 261.6 cf Stone Storage

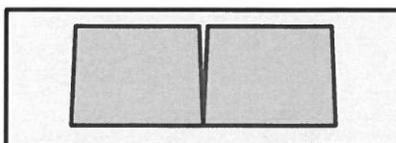
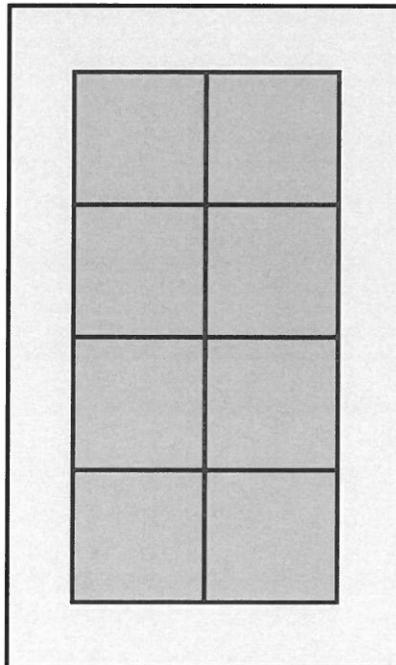
Chamber Storage + Stone Storage = 511.2 cf = 0.012 af

Overall Storage Efficiency = 51.1%

8 Chambers

37.0 cy Field

24.2 cy Stone



24766-40 Centre Street-Proposed Conditions

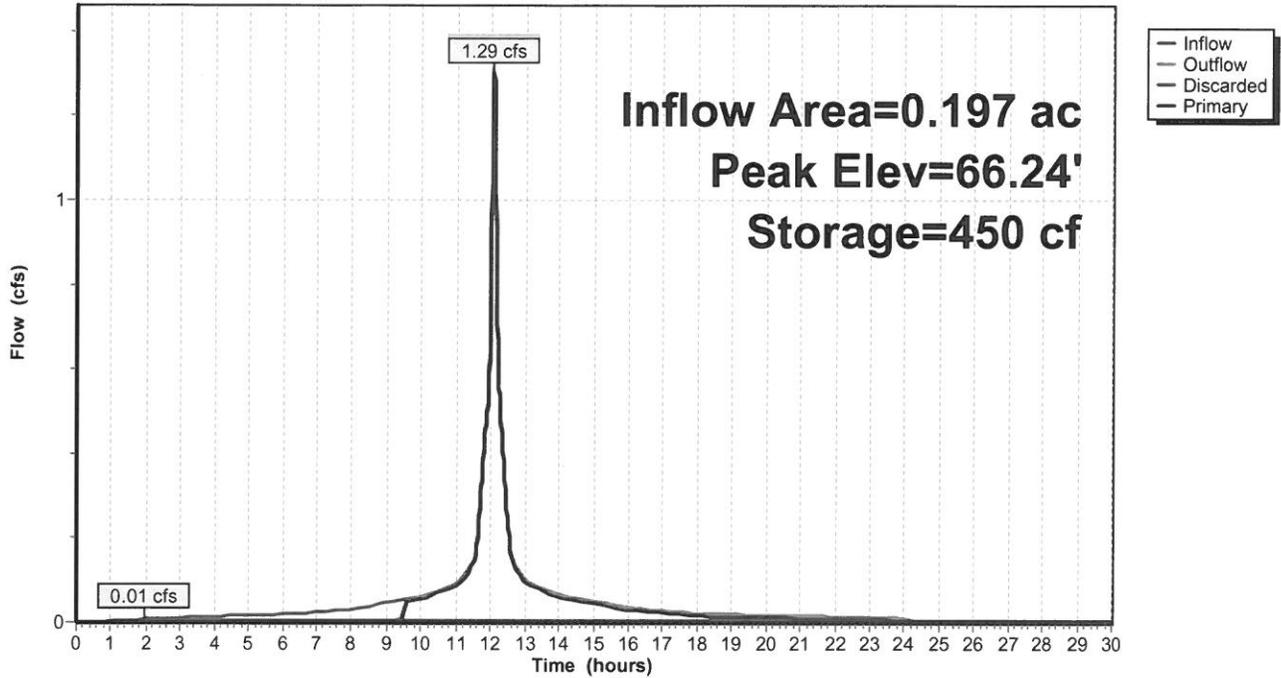
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40 Centre Street, Brookline
Type III 24-hr 100 yr Rainfall=6.50"

Pond Pd-1: Recharger #1

Hydrograph



24766-40 Centre Street-Proposed Conditions

Type III 24-hr 100 yr Rainfall=6.50"

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Stage-Area-Storage for Pond Pd-1: Recharger #1

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
62.83	240	0	65.43	240	354
62.88	240	5	65.48	240	361
62.93	240	10	65.53	240	369
62.98	240	14	65.58	240	376
63.03	240	19	65.63	240	383
63.08	240	24	65.68	240	391
63.13	240	29	65.73	240	398
63.18	240	34	65.78	240	406
63.23	240	38	65.83	240	413
63.28	240	43	65.88	240	420
63.33	240	48	65.93	240	428
63.38	240	53	65.98	240	435
63.43	240	58	66.03	240	439
63.48	240	62	66.08	240	442
63.53	240	69	66.13	240	444
63.58	240	77	66.18	240	447
63.63	240	84	66.23	240	450
63.68	240	92	66.28	240	452
63.73	240	99	66.33	240	455
63.78	240	107	66.38	240	457
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64.98	240	287			
65.03	240	294			
65.08	240	302			
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65.18	240	317			
65.23	240	324			
65.28	240	331			
65.33	240	339			
65.38	240	346			

