



Roth Family, LLC 40 Centre Street, Brookline, MA

Conceptual Project Rendering

12.23.2015

40 CENTRE PLACE

SITE APPROVAL APPLICATION

SUBMITTED TO:

MASSHOUSING

BY:

40 CENTRE ST LLC

January 2016

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Comprehensive Permit Site Approval Application/Rental****

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Comprehensive Permit Site Approval Application/Rental

Attached is the Massachusetts Housing Finance Agency ("MassHousing") application form for Project Eligibility/Site Approval ("Site Approval") under the state's comprehensive permit statute (M.G.L. c. 40B, Sections 20-23 enacted as Chapter 774 of the Acts of 1969) known as "Chapter 40B". Developers seeking a comprehensive permit to construct affordable housing under Chapter 40B and intending to use a MassHousing financing program or financing through the New England Fund ("NEF") program must receive Site Approval from MassHousing. This approval (also referred to as "project eligibility approval") is a required component of any comprehensive permit application to be submitted to the local Zoning Board of Appeals of the municipality in which the development is to be located.

As part of its review of your application, MassHousing will conduct an inspection of the site and will solicit comments from the relevant municipality. MassHousing will consider any relevant concerns that the municipality might have about the proposed project or the developer. The applicant is encouraged, therefore, to make contact with the municipality prior to submitting the Site Approval application in order to ensure that the applicant understands any concerns that the municipality may be likely to raise regarding the proposed development.

In order for a project to receive Site Approval, MassHousing must determine that (i) the applicant has sufficient legal control of the site, (ii) the applicant is a public agency, non-profit organization or limited dividend organization, and (iii) the applicant and the project are generally eligible under the requirements of the MassHousing program selected by the applicant, subject to final eligibility review and approval. Furthermore, MassHousing must determine that the site of the proposed project is generally appropriate for residential development (taking into consideration municipal actions previously taken to meet affordable housing needs) and that the conceptual project design is generally appropriate for the site. In order for MassHousing to be able to make these findings (required by 760 CMR 56.04 (4)), it is important that you answer all questions in the application and include all required attachments.

Please note that MassHousing requires that all applicants meet with a member of our 40B Department staff before submitting their application. Applications for any projects that have not been the subject of a required pre-application meeting will not be accepted or processed.

Upon completion of its analysis, MassHousing will either issue a Site Approval Letter that approves, conditionally approves or denies the application. If the application is approved, the applicant should apply to the Zoning Board of Appeals within two years from the date of the Site Approval Letter (unless MassHousing extends such term in writing).

Please note that Site Approval from MassHousing does not constitute a loan commitment by MassHousing or any other financing program. All potential MassHousing financing is subject to further review and underwriting by MassHousing's Rental Lending Department.

Please be sure you have familiarized yourself with all of the applicable requirements set forth in the Chapter 40B regulations and guidelines, which can be found at

<http://www.mass.gov/hed/economic/eohed/dhcd/legal/regs/760-cmr-56.html> and
www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf.

Instructions for completing the Site Approval Application are included in the application form which is attached. The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to:

Gregory Watson, Manager of Comprehensive Permit Programs
MassHousing, One Beacon Street, Boston, MA 02108

We look forward to working with you on your proposed development. Please contact Gregory Watson at 617-854-1880 or gwatson@masshousing.com to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one.

Our Commitment to You

MassHousing recognizes that applicants seek some measure of predictability regarding the timeframe for our processing of their applications. Our staff will endeavor to adhere to the following schedule for reviewing applications for site approval:

Within two (2) business days of receipt of your application (provided that you have attended a required pre-application meeting) a member of our staff will notify you of any of the items listed on the checklist at the end of the application form that were missing from your application package. Please note that our acknowledgement of receipt of an item does not indicate that any substantive review has yet taken place.

If your application package is missing any of the items indicated on the checklist by an asterisk, we will not be able to continue processing your application until such items are received.

If we have received the information which is crucial to the commencement of our review process, we will proceed to (i) give the municipality a period of thirty (30) days in which to submit comments relating to your proposal, (ii) schedule and conduct a site visit, and (iii) solicit bids for and commission and review an "as is" appraisal of your site.

If during our review of your application package we determine that additional information or clarification is needed, we will notify you as soon as possible. Depending on when we receive such additional information, this may affect the amount of time required for MassHousing to complete the site approval process.

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 60 days of our receipt of your application package.



**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund (“NEF”) Rental Projects**

Please be sure to answer ALL questions. Indicate “N/A”, “None” or “Same” when necessary.

Section 1: GENERAL INFORMATION (also see Required Attachments listed at end of Section 1)

Name of Proposed Project: Forty Centre Place

Municipality: Brookline

Address of Site: 40 Centre Street , Brookline, Ma 02446

Cross Street (if applicable): _____

Zip Code: 02446

Tax Parcel I.D. Number(s) (Map/Block/Lot): 083-03-00

Name of Proposed Development Entity (typically a single purpose entity): _____
40 Centre St LLC

Entity Type: Limited Dividend Organization Non-Profit* _____ Government Agency _____

* If the Proposed Development Entity is a Non-Profit, please contact MassHousing regarding additional documentation that must be submitted.

Has this entity already been formed? Yes ___ No ___

Name of Applicant (typically the Proposed Development Entity or its controlling entity or individual): _____
Robert Roth

Applicant's Web Address, if any: NA

Does the Applicant have an identity of interest with any other member of the development team or other party to the Proposed Project? Yes ___ No If yes, please explain: _____

Primary Contact Information (required)

Name of Individual: Robert Roth

Relationship to Applicant: same

Name of Company (if any): Roth Family LLC

Street Address: 40 Centre St

City/Town/Zip: Brookline, Ma , 02445

Telephone (office and cell) and Email: 617-861-2587, 781-953-7375, RRoth@Capitolcoveri.com

Secondary Contact Information (required)

Name of Individual: Douglas Weeks

Relationship to Applicant: Associate

Name of Company (if any): Weeks Consulting

Street Address: _____

City/Town/Zip: Bedford, Ma 01730

Telephone (office and cell) and Email: 617-962-4999, WeeksCon

Additional Contact Information *(optional)*

Name of Individual: NA
Relationship to Applicant: _____
Name of Company *(if any)*: _____
Street Address: _____
City/Town/Zip: _____
Telephone *(office and cell)* and Email: _____

Anticipated Construction Financing: MassHousing _____ NEF Bank _____
If NEF Bank, Name of Bank: _____

Anticipated Permanent Financing: MassHousing _____ NEF Bank _____
If NEF Bank, Name of Bank: _____

Total Number of Units 45 # Affordable Units _____ #Market Rate Units 12
Age Restricted? Yes/No _____ If Yes, 55+ or 62+? _____

Brief Project Description (150 words or less): _____

The subject property is located in Brookline's most vibrant shopping area. The land size is 10,889 sf and the current building is approximately 7000sf in a M-1 zoning district. The existing structure is currently used for medical offices and a single residence. The property has 14 parking spaces. The adjacent properties is a 4 story rooming house, a parking lot used for a condominium building, and a 9 story condominium building. The property is centrally located off Beacon street only a few feet hundred feet from public transportation, the C line trolley, and the main parking area for Coolidge Corner. The applicant proposing to demolish the existing structure and construct an above parking garage and 45 rental apartments.

Required Attachments Relating to Section 1

1.1 Location Map

Provide a USGS or other form of map clearly marked to show the site's location, and an approximate property boundary.

1.2 Tax Map

Provide a copy of municipal tax map (assessor's plan) with subject parcels and parcel ID #'s clearly identified.

1.3 Directions

Provide detailed written directions to the site, noting the entrance to the site, relevant boundaries and any prominent landmarks that can be used for identification purposes.

**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund (“NEF”) Rental Projects**

Section 2: EXISTING CONDITIONS / SITE INFORMATION (also see Required Attachments listed at end of Section 2)

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the site is generally appropriate for residential development.

Name of Proposed Project: Forty Centre Place

Buildable Area Calculations

Sq. Feet/Acres (enter “0” if applicable—do not leave blank)

Total Site Area	10889
Wetland Area (per MA DEP)	0
Flood/Hazard Area (per FEMA)	0
Endangered Species Habitat (per MESA)	0
Conservation/Article 97 Land	0
Protected Agricultural Land (i.e. EO 193)	0
Other Non-Buildable (Describe)	0
Total Non-Buildable Area	0
Total Buildable Site Area	10889

Current use of the site and prior use if known: 2-story building, mixed use, medical offices, and residence.

Is the site located entirely within one municipality? Yes No

If not, in what other municipality is the site located? NA

How much land is in each municipality? (the Existing Conditions Plan must show the municipal boundary lines) _____

Current zoning classification and principal permitted uses: M-1 apartment building

Previous Development Efforts

Please list (on the following page) any previous applications pertaining to construction on or development of the Site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant’s role, if any, in the previous applications. Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).

To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority? No

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	no	
Wastewater - public sewer	yes	
Storm Sewer	yes	
Water-public water	yes	
Water-private well	no	
Natural Gas	yes	
Electricity	yes	
Roadway Access to Site	yes	
Sidewalk Access to Site	yes	
Other		

Describe surrounding land use(s):

Parking lot, rooming house and 9 story condominium building

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	500'	yes
Schools	1500'	yes
Government Offices	1 mile	yes
Multi-Family Housing	10'	yes
Public Safety Facilities	.5 mile	yes
Office/Industrial Uses	250'	yes
Conservation Land	1 mile	yes
Recreational Facilities	1500'	yes
Houses of Worship	1000'	yes
Other		

List any public transportation near the Site, including type of transportation and distance from the site:

"C" green line trolley less than 1,000 ft from the site

Site Characteristics and Development Constraints

Please answer "Yes", "No" or "Unknown" to the following questions. If the answer is "Yes" please identify on Existing Conditions Plan as required for Attachment 2.1 and provide additional information and documentation as an attachment as instructed for Attachment 2., "Documentation Regarding Site Characteristics/Constraints."

Are there any easements, rights of way or other restrictions of record affecting the development of the site? no

Are there documented hazardous waste sites on or within a 1/2 mile radius of the site? no

Is there any evidence of underground storage tanks or releases of hazardous material, including hazardous waste, on the site or within close proximity to the site? no

Are there any above-ground storage containers with flammable or explosive petroleum products or chemicals on or within 1/2 mile of the site? no

Is the site, or any portion thereof, located within a designated flood hazard area? no

Does the site include areas designated by Natural Heritage as endangered species habitat? no

Are there documented state-designated wetlands on the site? no

Are there documented vernal pools on the site? no

Is the site within a local, state or federal Historic District? no

Is the site or any building(s) on the site listed, nominated or eligible for listing on the National Register of Historic Places? no

Has the site or any building(s) on the site been designated as a local, state or national landmark? no

Are there existing buildings and structures on site? yes

Does the site include documented archeological resources? no

Does the site include significant areas of ledge? no

Does the site include areas with slopes greater than 10%? _____

If applying for MassHousing Financing, is any portion of the site considered "Prime" or "Unique" agricultural land under Executive Order 193? no

Required Attachments Relating to Section 2

2.1 Existing Conditions Plan

Please provide a detailed Existing Conditions Plan showing the entire site, prepared, signed and stamped by a Registered Engineer or Land Surveyor. Plans should be prepared at a scale of 1"=100' or 1"=200' and should include the following information:

- a. Reduced scale locus map
- b. Surveyed property boundaries
- c. Topography (2' contours)
- d. Wetland boundaries (if applicable)
- e. Existing utilities (subsurface and above ground).
- f. Natural features including bodies of water, rock outcroppings
- g. Existing easements and/or rights of way on the property
- h. Existing buildings and structures, including walls, fences, wells
- i. Existing vegetated areas; specimen trees or those with caliper greater than 18" should be shown individually
- j. Existing Site entries and egresses

Please provide two (2) sets of full size (30" x 40" plans) along with three (3) sets of 11" x 17" reproductions.

2.2 Aerial Photographs

Please provide one or more aerial photograph(s) of the site (such as those available on-line) showing the immediate surrounding area if available. Site boundaries and existing site entrance and access points must be clearly marked.

2.3 Site/Context Photographs

Please provide photographs of the site and surrounding physical and neighborhood context, including nearby buildings, significant natural features and land uses. Please identify the subject and location of all photographs.

2.4 Documentation Regarding Site Characteristics/Constraints

Please provide documentation of site Characteristics and Constraints as directed including available narratives, summaries and relevant documentation including:

- Flood Insurance Rate Map (FIRM) showing site boundaries
- Wetlands delineation
- Historic District Nomination(s)

2.5 By-Right Site Plan (if available)

MassHousing will commission, at your expense, an "as-is" appraisal of the Site in accordance with the Guidelines, Section B (1). Therefore, if there is a conceptual development plan which would be permitted under current zoning and which you would like the appraiser to take into consideration, or if permits have been issued for alternative development proposals for the Site, please provide two (2) copies of a "by-right" site plan showing the highest and best use of the Site under current zoning, and copies of any existing permits. These will assist the appraiser in determining the "as is" value of the Site without any consideration being given to its potential for development under Chapter 40B.

**Application for Chapter 40B Project Eligibility/Site Approval
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Section 3: PROJECT INFORMATION (also see Required Attachments listed at end of Section 3)

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the Proposed Project appears generally eligible under the requirements of the housing subsidy program and that the conceptual project design is generally appropriate for the Site.

Name of Proposed Project: Forty Centre Place

Project Type (mark both if applicable): New Construction Rehabilitation Both

Total Number of Dwelling Units: 45

Total Number of Affordable Units: 9

Number of 50% AMI Affordable Units: 9

Number of 80% AMI Affordable Units: 0

Number of Market Rate Units:

Unit Mix: Affordable Units

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	1	4	3	1	
Number of Bathrooms	1	1	2	2	
Square Feet/Unit	494	672	970	1194	

Unit Mix: Market Rate

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	4	16	12	4	
Number of Bathrooms	1	1	2	2	
Square Feet/Unit	494	672	970	1194	

Percentage of Units with 3 or More Bedrooms*: 11%

* Note that the January 17, 2014 Interagency Agreement Regarding Housing Opportunities for Families with Children requires that at least 10% of the units in the Project must have three (3) or more bedrooms. Evidence of compliance with this requirement must be provided at Final Approval.

Number of Handicapped Accessible Units: 2 Market Rate: 1 Affordable: 1

Gross Density (units per acre): 180

Net Density (units per buildable acre): 180

Residential Building Information

Building Type and Style <i>(single family detached, townhouse, multi-family)</i>	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type
Multi family	construction	5	60	4	1

Non-Residential Building Information

Building Type and Style	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type

Will all features and amenities available to market unit residents also be available to affordable unit residents?
If not, explain the differences. _____

yes

Parking

Total Parking Spaces Provided: 17

Ratio of Parking Spaces to Housing Units: .38

Lot Coverage *(Estimate the percentage of the Site used for the following)*

Buildings: 80%

Parking and Paved Areas: _____

Usable Open Space: 20%

Unusable Open Space: 0%

Lot Coverage: 80%

Does Project Fit Definition of "Large Project" (as defined in 760 CMR 56.03 (6))? Yes/No no

Required Attachments Relating to Section 3

3.1 Preliminary Site Layout Plan(s)

Please provide preliminary site layout plans of the entire Site prepared, signed and stamped by a Registered Architect or Engineer. Plans should be prepared at a scale of 1"=100' or 1" =200', and should show:

- Proposed site grading (2' contours)
- Existing lot lines
- Easements (existing and proposed)
- Access to a public way must be identified
- Required setbacks
- Proposed site circulation (entrances/egresses, roadways, driveways, parking areas, walk ways, paths, trails)
- Building and structure footprints (label)
- Utilities (existing and proposed)
- Open space areas
- Schematic landscaping and screening
- Wetland and other restricted area boundaries and buffer zones

Please provide two (2) sets of full size (30" x 40") plans along with three (3) sets of 11" x 17" reproductions.

3.2 Graphic Representations of Project/Preliminary Architectural Plans

- Typical floor plans
- Unit plans showing dimensions, bedrooms, bathrooms and overall unit layout
- Exterior elevations, sections, perspectives and illustrative rendering.

3.3 Narrative Description of Design Approach

Provide a narrative description of the approach to building massing, style, and exterior materials; site layout, and the relationship of the project to adjacent properties and rights of way and to existing development patterns. The handbook called Approach to Chapter 40B Design Reviews prepared by the Cecil Group in January 2011 may be helpful in demonstrating the nature of the discussion that MassHousing seeks in this narrative.

3.4 Tabular Zoning Analysis

Zoning analysis in tabular form comparing existing zoning requirements to the waivers which you will request from the Zoning Board of Appeals for the Proposed Project, showing required and proposed dimensional requirements including lot area, frontage, front, side and rear setbacks, maximum building coverage, maximum lot coverage, height, number of stories, maximum gross floor area ratio, units per acre, units per buildable acre; number of parking spaces per unit/square foot; total number of parking spaces (proposed and required).

3.5 Completed Sustainable Development Principles Evaluation Assessment Form *(see attached form)*

All developments seeking Chapter 40B site approval must demonstrate consistency with the Commonwealth's May 2007 Sustainable Development Principles.

**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund (“NEF”) Rental Projects**

Section 4: SITE CONTROL (also see Required Attachments listed at end of Section 4)

In order to issue Site Approval, MassHousing must find (as required by 760 CRM 56.04 (4)) that the Applicant controls the site.

Name of Proposed Project: Forty Centre Place

Describe current ownership status of the entire site as shown on the site Layout Plans (attach additional sheets as necessary if the Site is comprised of multiple parcels governed by multiple deeds or agreements):

Owned (or ground leased) by Development Entity or Applicant _____

Under Purchase and Sale Agreement

Under Option Agreement _____

Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.

Grantor/Seller: Warren Becker

Grantee/Buyer: Roth Family LLC

Grantee/Buyer is (check one):

Applicant Development Entity _____ Managing General Partner of Development Entity

General Partner of Development Entity _____ Other (explain) _____

Are the Parties Related? yes

For Deeds or Ground Leases

Date(s) of Deed(s) or Ground Lease(s): _____

Purchase Price: _____

For Purchase and Sale Agreements or Option Agreements

Date of Agreement: _____

Expiration Date: _____

If an extension has been granted, date of extension: _____

If an extension has been granted, new expiration date: _____

Purchase Price: _____

Will any easements or rights of way over other properties be required in order to develop the Site as proposed?

Yes _____ No _____

If Yes, please describe current status of easement:

Owned (or ground leased) by Development Entity or Applicant _____

Under Purchase and Sale Agreement _____

Under Option Agreement _____

Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.

Grantor/Seller: _____

Grantee/Buyer: _____

Are the Parties Related? _____

For Easements

Date(s) of Easement(s): _____

Purchase Price: _____

For Easement Purchase and Sale Agreements or Easement Option Agreements

Date of Agreement: _____

Expiration Date: _____

If an extension has been granted, date of extension: _____

If an extension has been granted, new expiration date: _____

Purchase Price: _____

Required Attachments Relating to Section 4

4.1 Evidence of Site Control (required)

Copies of all applicable, fully executed documents (deed, ground lease, purchase and sale agreement, option agreement, land disposition agreement, agreements to purchase easements) showing evidence of site control, including any required easements, along with copies of all amendments and extensions. Copies of all plans referenced in documents must be included.

**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund (“NEF”) Rental Projects**

Section 5: FINANCIAL INFORMATION – Site Approval Application Rental 40B

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that an initial pro forma has been reviewed and that the Proposed Project appears financially feasible and consistent with the Chapter 40B Guidelines, and that the Proposed Project is fundable under the applicable program.

Name of Proposed Project: Forty Centre Place

Initial Capital Budget (please enter “0” when no such source or use is anticipated)

Sources

Description	Source	Budgeted
Private Equity	Owner’s Cash Equity	4473877
Private Equity	Tax Credit Equity	
Private Equity	Developer Fee Contributed or Loaned	1435420
Private Equity	Developer Overhead Contributed or Loaned	
Other Private Equity		
Public/Soft Debt		
Subordinate Debt		
Permanent Debt		9680827
Permanent Debt		
Construction Debt	<i>For informational purposes only, not to be included in Sources total</i>	9680827
Additional Source (please identify)		
Additional Source (please identify)		
Total Sources		\$ 15590125

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.	3850000

Uses (Costs)

Item	Budgeted
Acquisition Cost (Actual)	
Actual Acquisition Cost: Land	3850000
Actual Acquisition Cost: Buildings	incl
Subtotal Acquisition Costs	3850000
Construction Costs–Building Structural Costs (Hard Costs)	
Building Structure Costs	7252478
Hard Cost Contingency	429156
Subtotal – Building Structural Costs (Hard Costs)	7681634
Construction Costs–Site Work (Hard Costs)	
Earth Work	20000
Utilities: On Site	20000
Utilities: Off-Site	
Roads and Walks	20000
Site Improvement	10000
Lawns and Planting	10000
Geotechnical Condition	30000
Environmental Remediation	
Demolition	40000
Unusual Site Conditions/Other Site Work	
Subtotal –Site Work (Hard Costs)	150000
Construction Costs–General Conditions, Builders Overhead and Profit (Hard Costs)	
General Conditions	505993
Builder's Overhead	168664
Builder's Profit	505994
Subtotal – General Conditions Builders Overhead and Profit (Hard Costs)	1180651
General Development Costs (Soft Costs)	
Appraisal and Marketing Study <i>(not 40B "as is" appraisal)</i>	10000
Marketing and Initial Rent Up <i>(include model units, if any)</i>	50000
Real Estate Taxes <i>(during construction)</i>	40000
Utility Usage <i>(during construction)</i>	0
Insurance <i>(during construction)</i>	20000
Security <i>(during construction)</i>	0
Inspecting Engineer	0

Item	Budgeted
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General Development Costs (Soft Costs) - Continued

Fees to Others	
Construction Loan Interest	304415
Fees to Construction Lender	98748
Fees to Permanent Lender	
Architecture/Engineering	300000
Survey, Permits, Etc.	60000
Clerk of the Works	
Construction Manager	
Bond Premiums (Payment/Performance/Lien Bond)	
Environmental Engineer	25000
Legal	30000
Title (including title insurance) and Recording	20000
Accounting and Cost Certification (incl. 40B)	85000
Relocation	
40B Site Approval Processing Fee	2500
40B Technical Assistance/Mediation Fund Fee	3850
40B Land Appraisal Cost (as-is value)	
40B Final Approval Processing Fee	
40B Subsidizing Agency Cost Certification Examination Fee	
40B Monitoring Agent Fees	
MIP	
Credit Enhancement	
Letter of Credit Fees	
Other Financing Fees: Tax Credit Allocation Fee	
Other Financing Fees	
Development Consultant	97000
Other Consultants (describe) lottery agent	14600
Other Consultants (describe)	
Syndication Costs	
Soft Cost Contingency	58306
Other Development (Soft) Costs	
Subtotal - General Development Costs (Soft Costs)	1224419

Developer Fee and Overhead

Developer Fee	1435420
Developer Overhead	incl
Subtotal - Developer Fee and Overhead	1435420

Capitalized Reserves

Development Reserves	
Initial Rent-Up Reserves	
Operating Reserves	68000
Net Worth Account	
Other Capitalized Reserves	
Subtotal - Capitalized Reserves	68000

Summary of Subtotals

Item	Budgeted
Acquisition: Land	3850000
Acquisition: Building	
Building Structural Costs (Hard Costs)	7681634
Site Work (Hard Costs)	150000
Builder's Overhead, Profit and General Conditions (Hard Costs)	1180651
Developer Fee and Overhead	1435420
General Development Costs (Soft Costs)	1224419
Capitalized Reserves	68000
Total Development Costs (TDC)	15590125
Summary	
Total Sources	15590125
Total Uses (TDC)	15590125

Projected Developer Fee and Overhead*: 1435420

Maximum Allowable Developer Fee and Overhead**: 1435420

Projected Developer Fee and Overhead equals 100% of Maximum Allowable Fee and Overhead

* Note in particular the provisions of Section IV.B.5.a of the Guidelines, which detail the tasks (i) for which a developer may or may not receive compensation beyond the Maximum Allowable Developer Fee and Overhead and (ii) the costs of which must, if the tasks were performed by third parties, be included within the Maximum Allowable Developer Fee and Overhead.

** Maximum Allowable Developer Fee and Overhead is calculated as follows: 5% of acquisition costs, plus 15% of the first \$3 million of fee-based development costs, plus 12.5% of fee-based development costs between \$3 and \$5 million, plus 10% of fee-based development costs in excess of \$5 million.(Per DHCD QAP Guidelines)

Initial Unit/Rent Schedule

Affordable Units @ 80% AMI	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	1	5	4	2	
Number Square Feet	494	672	970	1194	
Monthly Rent	1123	1275	1418	1555	
Utility Allowance	97	118	150	187	

Affordable Units @ 50% AMI	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units					
Number Square Feet					
Monthly Rent					
Utility Allowance					

Describe utility allowance assumptions (*utilities to be paid by tenants*): _____
 all utilities except water/sewer paid by the tenants

Market Rate Units	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	4	15	11	3	
Number Square Feet	474	672	970	1194	
Monthly Rent	2000	2500	3000	4000	

Initial Rental Operating Pro-Forma (for year one of operations)

Item	Notes	Amount
Permanent Debt Assumptions		
Loan Amount	Lender:	9680827
Annual Rate		5.25%
Term		25
Amortization		25
Lender Required Debt Service Coverage Ratio		1.25
Gross Rental Income		
Gross Rental Income		1281360
Other Income (utilities, parking)		51234
Less Vacancy (Market Units)	5% (vacancy rate)	-49500
Less Vacancy (Affordable Units)	5% (vacancy rate)	-13913
Gross Effective Income		
Gross Effective Income		1269181
Less Operating Expenses	Per Unit:	8867
Net Operating Income		
Net Operating Income		870182
Less Permanent Loan Debt Service		696146
Cash Flow		174036
Debt Service Coverage		1.25

Describe "other income": underground parking;miscellaneous fees

Rental Operating Expense Assumption

Item	Notes	Amount
Assumed Maximum Operating Expenses	Calculated based on Net Operating Income, Debt Service and required Debt Service Coverage listed above.	398999
Assumed Maximum Operating Expense/Unit*	Number of Units: 45	8867

* MassHousing may request further detail regarding projected operating expenses if such expenses appear higher or lower than market comparables.

Required Attachments Relating to Section 5

5.1 New England Fund Lender Letter of Interest *(required for projects with NEF financing)*

Please attach a Letter of Interest from a current Federal Home Loan Bank of Boston (FHLBB) member bank regarding financing for the proposed development. The letter of interest must include, at a minimum, the following:

- Identification of proposed borrower, and brief description of the bank's familiarity with the borrower;
- Brief description of the Proposed Project, including location, number of units, and type of building (townhouse, garden style, etc.);
- Confirmation that the bank is a current FHLBB member bank and that the bank will specifically use NEF funds for the proposed development.

** NOTE: Binding Construction and Permanent Financing Commitments (or evidence of closed loans) will be required at the time you apply for Final Approval from MassHousing.*

5.2 Market Rental Comparables *(required)*

Please provide a listing of market rents being achieved in properties comparable to the proposed project.

5.3 Market Study *(if available)*

MassHousing may require a market study at Final Approval for projects located in areas where the need or demand for the type of housing being proposed cannot be clearly demonstrated.

**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund (“NEF”) Rental Projects**

Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

In order to issue Site Approval MassHousing must find (as required by 760 CRM 56.04 (4)) that the applicant is either a non-profit public agency or would be eligible to apply as a Limited Dividend Organization and meets the general eligibility standards of the Program.

Name of Proposed Project: Forty Centre Place

Development Team

Developer/Applicant: Roth Family LLC

Development Consultant (if any): SEB.LLC

Attorney: Saul Feldman, Robert Allen

Architect: Cube3, John Harding

Contractor: to be determine

Lottery Agent: SEB,LLC

Management Agent: Taymil LLC

Other (specify): _____

Other (specify): _____

Role of Applicant in Current Proposal

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering		architect/engineer
Local Permitting		development consultant
Financing Package	x	
Construction Management	x	
Other		lottery agent

Applicant’s Ownership Entity Information

Please identify for each of (i) the Applicant and, if different (ii), the Proposed Development Entity, the following (collectively with the Applicant and the Proposed Development Entity, the “Applicant Entities”): the Managing Entities, Principals, Controlling Entities and Affiliates of each.

Note: For the purposes hereof, “Managing Entities” shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) who are managers of limited liability companies, general partners of limited partnerships, managing general partners of limited liability partnerships, directors and officers of corporations, trustees of trusts, and other similar persons and entities which have the power to manage and control the activities of the Applicant and/or Proposed Development Entity.

"Principal or Controlling Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) that shall have the right to:

- (i) approve the terms and conditions of any proposed purchase, sale or mortgage;
- (ii) approve the appointment of a property manager; and/or
- (iii) approve managerial decisions other than a decision to liquidate, file for bankruptcy, or incur additional indebtedness.

Such rights may be exercisable either (i) directly as a result of such person's or entity's role within the Applicant or the Proposed Development Entity or the Managing Entities of either or (ii) indirectly through other entities that are included within the organizational structure of the Applicant and/or Proposed Development Entity and the Managing Entities of either.

In considering an application, MassHousing will presume that there is at least one Principal or Controlling Entity of the Applicant and of the Proposed Development Entity. Any person or persons who have purchased an interest for fair market value in the Applicant and/or Proposed Development Entity solely for investment purposes shall not be deemed a Principal or Controlling Entity.

"Affiliates" shall include all entities that are related to the subject organization by reason of common control, financial interdependence or other means.

1. Applicant

Name of Applicant: Forty Centre Place LLC

Entity Type (limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.): _____

State in which registered/formed: Ma

List All Managing Entities of Applicant (you must list at least one): _____

Roth Family LLC

List All Principals and Controlling Entities of Applicant and (unless the Managing Entity is an individual) its Managing Entities (use additional pages as necessary): _____

Robert Roth its Manager for Roth Family LLC

List All Affiliates of Applicant and its Managing Entities (use additional pages as necessary): _____

Roth Family LLC managing partner of RGVentures LLC

Roth Family LLC managing partner of CRT Venture LLC

Roth Family LLC managing partner of 82 Maynard LLC

2. Proposed Development Entity

Name of Proposed Development Entity: Forty Centre Place LLC

Entity Type (*limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.*):
limited liability company

State in which registered/formed: Ma

List All Managing Entities of Proposed Development Entity (*you must list at least one*):
Roth Family LLC

List all Principals and Controlling Entities of Proposed Development Entity and (*unless the Managing Entity is an individual*) its Managing Entities (*use additional pages as necessary*):
Robert Roth

List all Affiliates of Proposed Development Entity and its Managing Entities (*use additional pages as necessary*):
Roth Family LLC managing partner for RG Ventures LLC
Roth Family LLC managing partner for CRT Ventures LLC
Roth Family LLC managing partner for 82 Maynard LLC

Applicant Entity 40B Experience

Please identify every Chapter 40B project in which the Applicant or a member of the project team has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted. (*use additional pages as necessary.*)

40B Project	Applicant or Team Member	Role	Municipality	Number of Units/Type	Year Completed	Cost Cert Submitted?
Carriage Lane	Robert Roth	Finance, Construction	Sudbury	23	2004	Yes
Fairhaven	Robert Roth	Owner	Concord	42	2006	Yes

Certification

I hereby certify on behalf of the Applicant, *under pains and penalties of perjury*, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)

Is there pending litigation with respect to any of the Applicant Entities? Yes ___ No

Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities? Yes ___ No

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? Yes ___ No

Have any of the Applicant Entities ever been the subject of a felony indictment or conviction? Yes ___ No

During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? Yes ___ No

Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions? Yes ___ No

Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements? Yes ___ No

Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? Yes ___ No

I further certify that the information set forth set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project; and

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, (ii) submission to MassHousing, of a cost certification examined in accordance with AICPA attestation standards by ninety days of project completion (and prior to permanent loan closing if MassHousing is the permanent lender), of an audited cost certification by an approved certified public accountant and (iii) the posting of surety for completion of the cost certification as a condition of Final Approval by MassHousing under Chapter 40B.

Signature:  _____

Name: Robert Roth _____

Title: Manager for the Roth Family LLC _____

Date: December 21, 2015 _____

Required Attachments Relating to Section 6

6.1 Development Team Qualifications

Please attach resumes for principal team members (Applicant, consultant, attorney, architect, general contractor, management agent, lottery agent, etc.) and list of all relevant project experience for 1) the team as a whole and 2) individual team members. Particular attention should be given to demonstrating experience with (i) projects of a similar scale and complexity of site conditions, (ii) permitting an affordable housing development, (iii) design, and (iv) financing. The development team should demonstrate the ability to perform as proposed and to complete the Project in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing, design and construction.

(If the Applicant (or, if the Applicant is a single purpose entity, its parent developer entity) has received financing from MassHousing within the past five (5) years for a development of comparable size and complexity to the Proposed Project, no resume or list of project experience need be submitted for the Applicant or, as applicable, its parent developer entity. Information regarding the other team members still will be required.)

6.2 Applicant's Certification

Please attach any additional sheets and any written explanations for questions answered with "yes" as required for Certification.

**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund (“NEF”) Rental Projects**

Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: _____

Notice

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing: _____

Date copy of complete application sent to Chief Elected Office of Municipality: _____

Date notice of application sent to DHCD: _____

Fees *(all fees should be payable to MassHousing)*

MassHousing Application Processing Fee (\$2500): _____

Chapter 40B Technical Assistance/Mediation Fee

a. Base Fee: _____
(Limited Dividend Sponsor \$2500, Non-Profit or Public Agency Sponsor \$1,000)

b. Unit Fee *(all projects)* \$30 per Unit: _____

Total TA/Mediation Fee *(Base Fee plus Unit Fee)*: _____

Total Fees Due: _____

Land Appraisal Cost

You will be required to pay for an “as-is” market value appraisal of the Site to be commissioned by MassHousing. MassHousing will contact you once a quote has been received for the cost of the appraisal.

Required Attachments Relating to Section 7

- 7.1 Narrative describing any prior correspondence and/or meetings with municipal officials
- 7.2 Evidence (such as a certified mail receipt) that a copy of the complete application package was sent to the Chief Elected Official of Municipality (may be submitted after the application is submitted to MassHousing)
- 7.3 Copy of notice of application sent to DHCD
- 7.4 Check made out to MassHousing for Processing Fee (\$2500)
- 7.5 Check made payable to MassHousing for Technical Assistance/Mediation Fee
- 7.6 W-9 (Taxpayer Identification Number)

Application Checklist

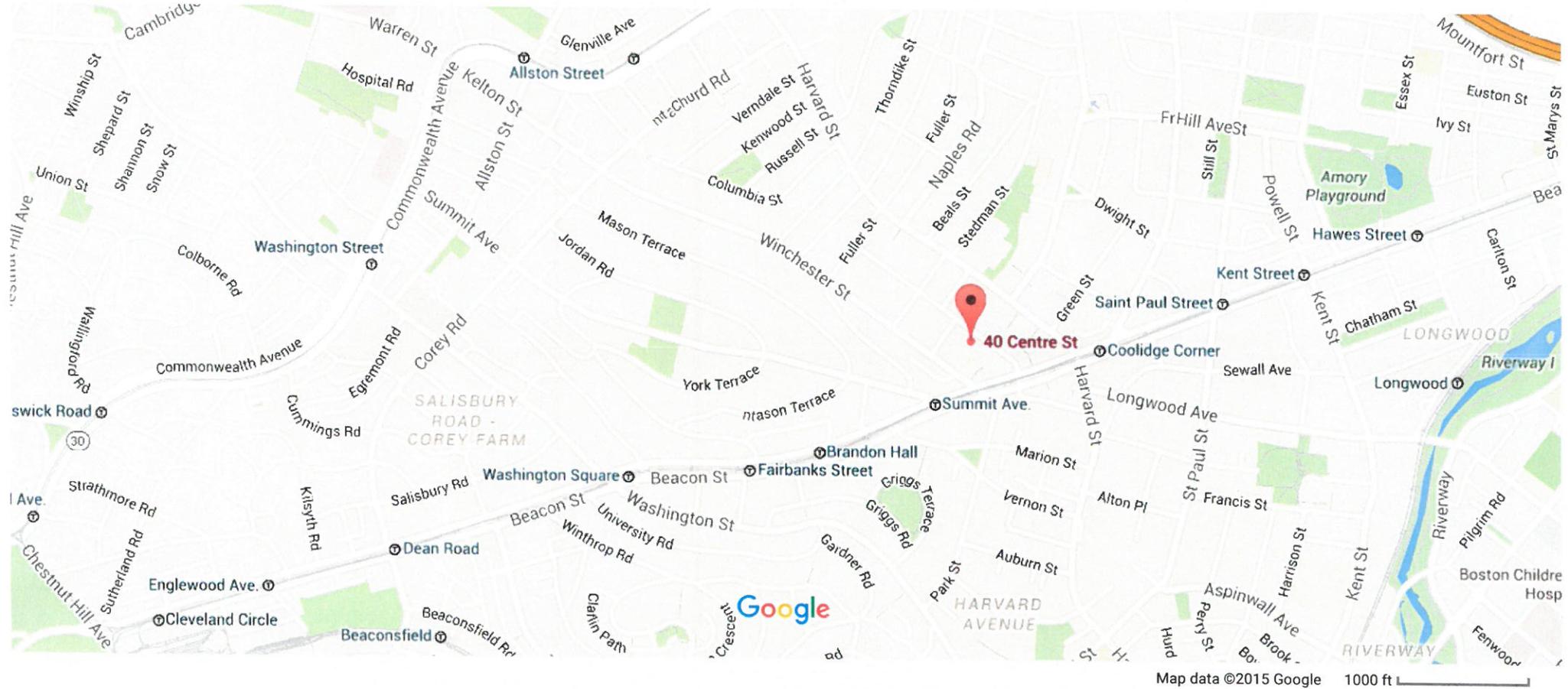
The documentation listed below must, where applicable, accompany each application. For detailed descriptions of these required documents, please see the relevant sections of the application form.

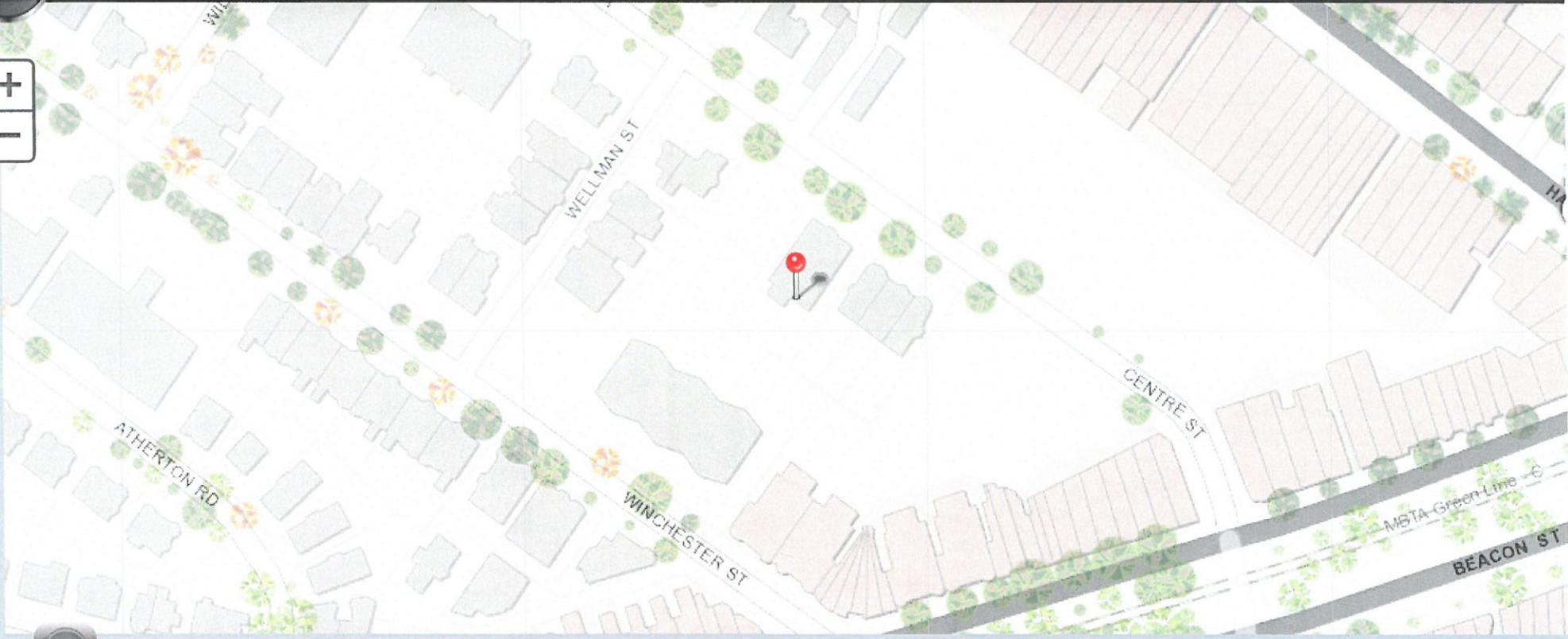
* Applications missing any of the documents indicated by an asterisk will not be processed by MassHousing until MassHousing receives the missing item(s).

- * Completed application form, and certification under pains and penalties of perjury (one (1) signed original) accompanied by two (2) copies of the complete application package
- * Location Map
- Tax Map
- * Directions to the Proposed Site
- * Existing Conditions Plan
- Aerial Photographs
- Site/Context Photographs
- * Documentation Regarding Site Characteristics/Constraints
- * By Right Site Plan, if Applicable
- * Preliminary Site Layout Plan(s)
- * Graphic Representations of Project/Preliminary Architectural Plans
- * Narrative Description of Design Approach
- * Tabular Zoning Analysis
- Sustainable Development Principles Evaluation Assessment Form
- * Evidence of Site Control (*documents and any plans referenced therein*)
- Land Disposition Agreement, if Applicable
- * NEF Lender Letter of Interest
- Market Rental Comparables
- Market Study, if Required by MassHousing
- * Development Team Qualifications
- Applicant's Certification (*any required additional sheets*)
- Narrative describing prior contact (*if any*) with municipal officials
- * Evidence that a copy of the application package has been received by the Chief Elected Official in the municipality (*may follow after initial submission of application package, but site visit will not be scheduled nor request for municipal comments made until such evidence is received by MassHousing*)
- Copy of notification letter to DHCD
- * Fees (\$5,000 plus \$30 per unit of housing proposed) payable to MassHousing (*once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional non-refundable appraisal fee will be required*)

[ATTACH SUSTAINABLE DEVELOPMENT SCORECARD HERE]

Google Maps 40 Centre St





Bus Stops

- HARVARD ST (0.08 miles)
INBOUND: ALLSTON - DUDLEY
66

- BABCOCK ST (0.1 miles)
OUTBOUND: DUDLEY - ALLSTON
66

- HARVARD ST (0.14 miles)



Fire Stations

- FIRE STATION 5 (0.22 miles)
49 Babcock St, Brookline MA 02446
617-730-2272

- FIRE STATION 7 (0.51 miles)
665 Washington St, Brookline, MA 02445
617-730-2272

- FIRE STATION 1 (0.95 miles)



Libraries

- Coolidge Corner Library (0.28 miles)
31 Pleasant St, Brookline, MA 02446
617-730-2380

- Main Library (0.57 miles)
361 Washington St, Brookline, MA 02445
617-730-2370

- Dorchester Branch Library (2.05 miles)

083 03 00
 BLOCK LOT 3LOT SUFFIX CARD 1 of 1

Parcel ID
 083-03-00

COMMERCIAL

TOTAL ASSESSED: 1,520,300



TOWN OF BROOKLINE

PROPERTY ID: 3378

PROPERTY LOCATION

No	Alt No	Direction/Street/City
40		CENTRE ST. BROOKLINE

OWNERSHIP

Owner 1:	BECKER TR WARREN J
Owner 2:	
Owner 3:	
Street 1:	40 CENTRE ST
Street 2:	
Twn/City:	BROOKLINE
St/Prov:	MA Country: Own Occ: Y
Postal:	02446 Type:

PREVIOUS OWNER

Owner 1:	BECKER WARREN J
Owner 2:	
Street 1:	40 CENTRE ST
Twn/City:	BROOKLINE
St/Prov:	MA Country:
Postal:	02446

NARRATIVE DESCRIPTION

This Parcel contains 10,889 SF of land mainly classified as OFFICE. It has 1 building(s) with a total of 7,014 square feet. There are 1 Living unit(s) and 2 commercial unit(s).

PROPERTY FACTORS

Item	Code	%
Districts	BRKL	100
Zoning	M10	
Utilities		
Census:		
Flood Haz		
Topo		
Street	1	
Traffic	M	
Exmpt		

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value
101	60,100	0	4,900	611,640	671,740
340	73,500	27,500	5,989	747,560	848,560
Total Card:	133,600	27,500	10,889	1,359,200	1,520,300
Total Parcel:	133,600	27,500	10,889	1,359,200	1,520,300
Source:	Inc (appr)	Total Value per SQ unit /Card:	216.75	/Parcel:	444.92

PREVIOUS ASSESSMENTS

Tax Yr	Cat	Use	Bldg Value	Yard Items	Land Size	Land Value	Total Value	Total Assess'd	Notes	Date
2015	FV	031	133,600	27,500	10,889	1,359,200	1,520,300	1,520,300	Year End Roll	01/26/2015
2014	FV	031	251,500	27,500	10,889	1,072,500	1,351,500	1,351,500	Year End Roll	12/31/2013
2013	FV	031	130,700	0	10,889	1,072,500	1,203,200	1,203,200	Year End Roll	12/18/2012
2012	FV	031	111,300	0	10,889	1,072,500	1,183,800	1,183,800	Year End Roll	12/15/2011
2011	AB1	031	59,050	27,800	10,889	763,150	850,000	850,000		03/28/2011

BUILDING PERMITS

Date	Number	Description	Amount	Closed	Status	Federal ID	Notes	Last Visit
07/25/2013	1081				C		REMOVE AND REF	
04/26/2012	424				C		RENOVATION TO	
04/18/2012	355				C		WIRE NEW DENTA	

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Price	Tst	Verification	Notes
BECKER, ET AL TRS	32593-524	Q	10/01/2014	100	N	DEED	
BECKER	32593-528	Q	10/01/2014	100	N	DEED	

INCOME INFORMATION

Bldg	Alt	Type - Description	Gross Income	Vacancy	Adj	Expenses	Adj	Reserves	Adj	NOI	Other Income	Cap Rate	Adj	Leased Area	GRM/ Inc Value
1	M03	- MU-OFFICE	114,402	5,720		16,302		5,434		86,946	0	8.85		3,417	982,441
1	A01	- APT-WALK-UP	56,160	2,246		17,252		2,696		33,966	0	6.32	R12		537,862
Totals			170,562	7,966		33,554		8,130		120,912	0			3,417	1,520,300
Surplus			0	Deduction	0	Val Per SqFt/Par		216.75	Cost/Inc Ratio		1.285				

ACTIVITIES

Date	Result	By
06/09/2014	EXTERIOR	BOB
04/01/2014	DOOR-TENANT	Robert
07/18/2013	INCOME FORM	IE
03/26/2013	ATTEMPT	BOB
06/07/2011	INCOME FORM	IE

PRINT
 Date Time
 2015-02-25 11:30:44

LAST REV
 Date Time
 2015-02-24 21:00:59

TOWN BROOKLINE\gmd
USER DEFINED

Leased Pk
 Tenant Prk
 Cust Pk
 11
 Prk Nbhd
 5
 Other ID 2-2
 Assoc Par 1
 PriorID1c
 PriorID2c
 Assoc Par 2
 ASR Map
 16

LAND SECTION

LUC - Fact Description	No of Units Depth/Pr. Units	Unit Type Land Type-Fact	Base Value	Unit Price Adj	Neigh Mod Influence	Influence 1 %	Influence 2 %	Influence 3 %	Appraised Value	Alt Class %	Special Land JUR - Factor	Assessed Value	Notes
101-1.00 ONE FAMILY H	10889	SQ FT P-1.00		350.00 124.82	CC CAM8-0.600				1,359,200		11 SPACES	1,359,200	
Total AC/HA:	Total SE/SM:	10.889	Parcel LUC:	340	OFFICE	Prime NB Desc:	COOLIDGE COR	Total:	1,520,300	Spl Credit:	0	Total:	1,520,300.00

YOUR TRIP TO:



40 Centre St, Brookline, MA 02446

17 MIN | 3.8 MI

Trip time based on traffic conditions as of 11:27 AM on December 16, 2015. Current Traffic: Heavy

- 

1. Start out going east on Beacon St toward Tremont Pl.
Then **0.05 miles** 0.05 total miles
- 

2. Take the 2nd right onto Tremont St.
Tremont St is just past Tremont Pl.
King's Chapel is on the corner.
If you are on School St and reach Chapman Pl you've gone a little too far.
Then **0.13 miles** 0.18 total miles
- 

3. Take the 1st right onto Park St.
Park St is just past Hamilton Pl.
Burger King is on the corner.
If you reach Winter St you've gone a little too far.
Then **0.10 miles** 0.29 total miles
- 

4. Turn left onto Beacon St.
Dunkin' Donuts is on the corner.
Then **0.75 miles** 1.03 total miles
- 

5. Turn left onto Clarendon St/MA-28.
Clarendon St is 0.1 miles past Berkeley St.
If you reach Dartmouth St you've gone about 0.1 miles too far.
Then **0.12 miles** 1.15 total miles
- 

6. Turn right onto Commonwealth Ave/MA-2.
Commonwealth Ave is just past Public Alley 424.
If you reach Public Alley 435 you've gone a little too far.
Then **0.61 miles** 1.76 total miles

MA-2 is just past Hereford St.

Alexander Rozek Buffet is on the corner.

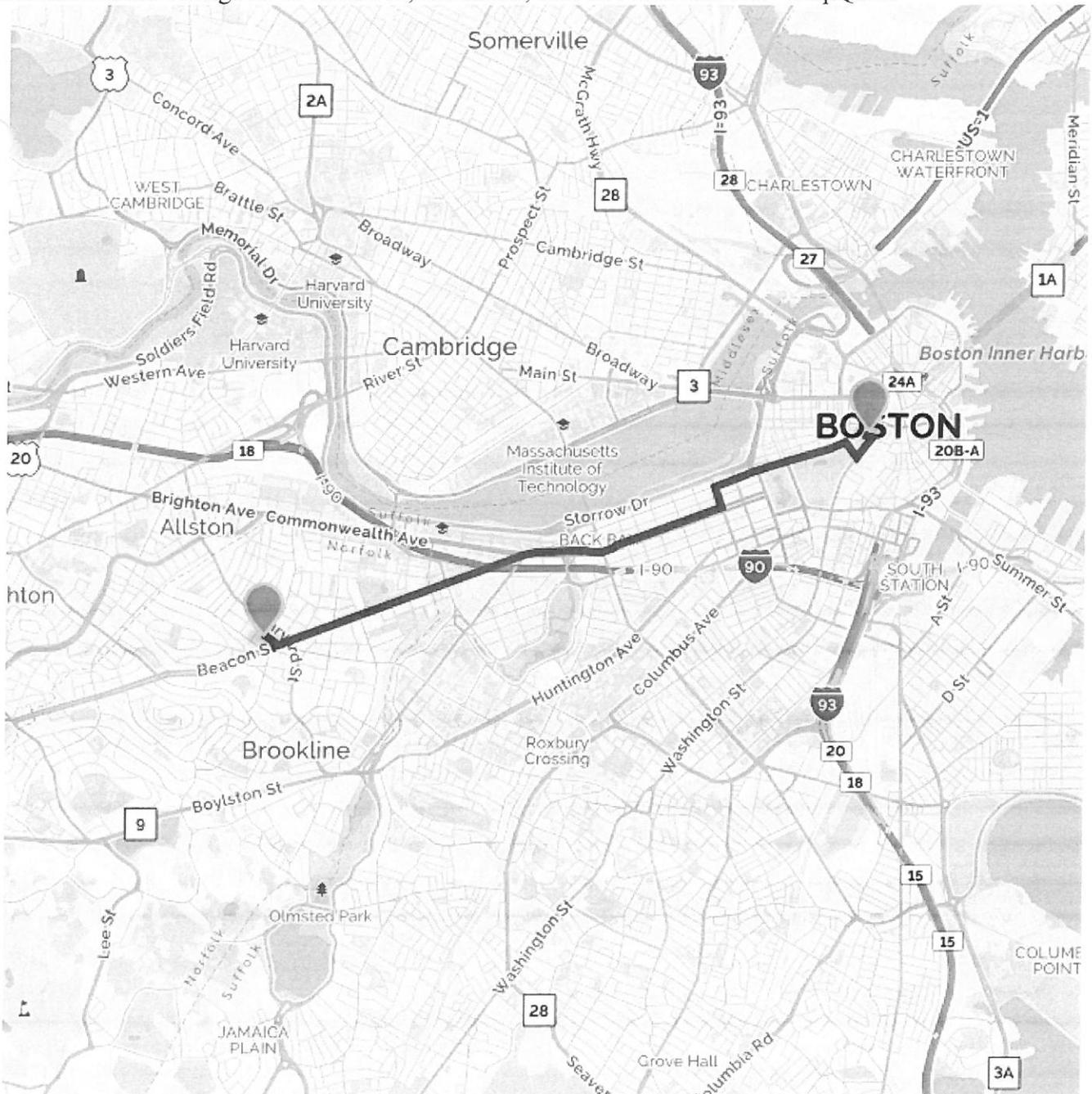
Then 0.95 miles 2.71 total miles

 **8. Stay straight to go onto Beacon St.**
Then 0.98 miles 3.69 total miles

 **9. Turn right onto Centre St.**
Centre St is just past Harvard St.
Kaya Restaurant is on the right.
If you reach Winchester St you've gone a little too far.
Then 0.10 miles 3.79 total miles

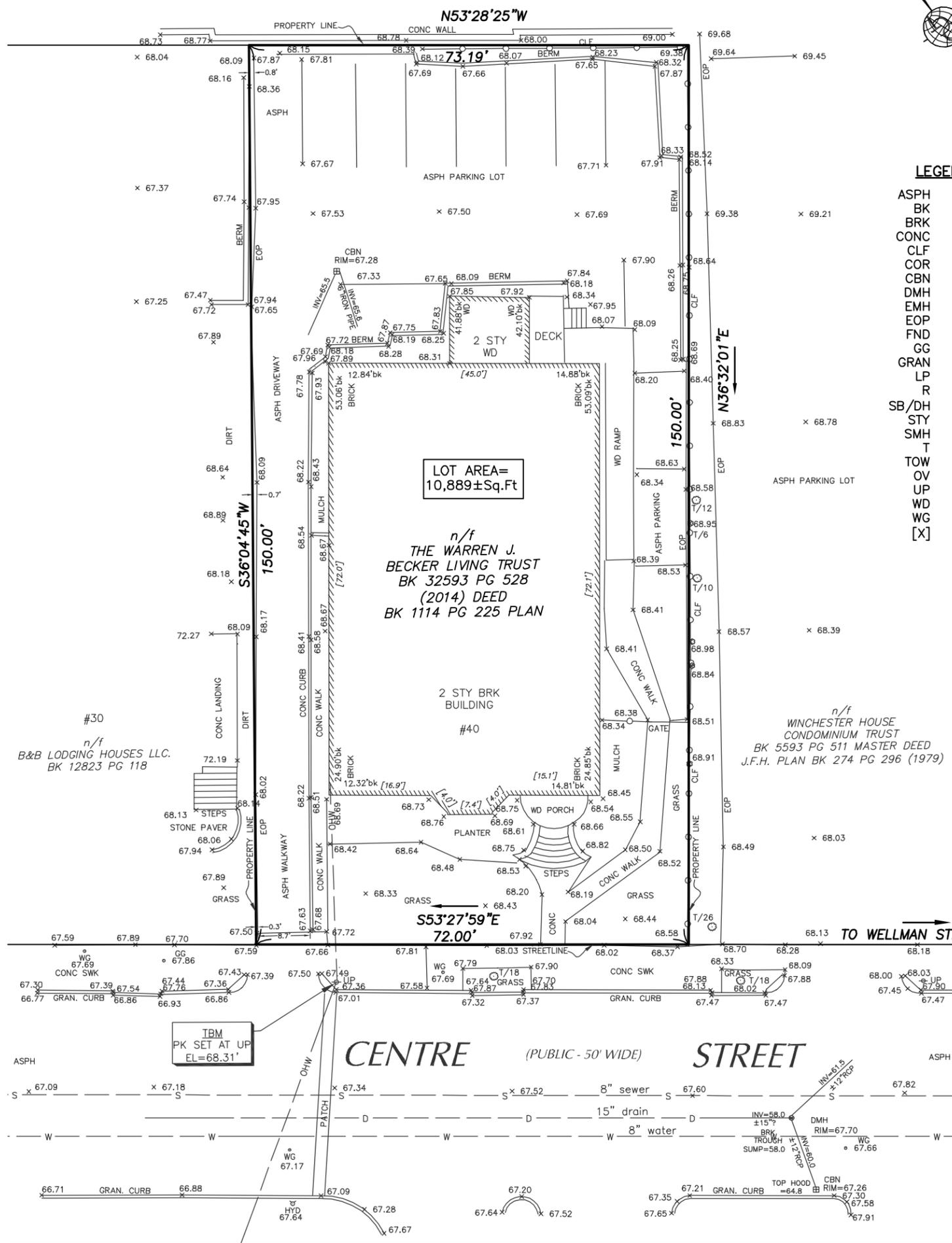
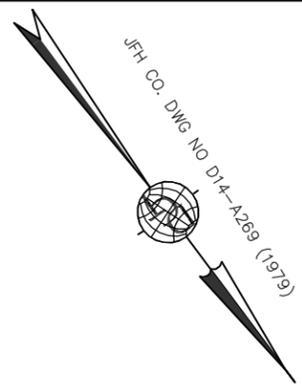
 **10. 40 CENTRE ST is on the left.**
If you reach Wellman St you've gone a little too far.

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



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#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
 - BK BACK
 - BRK 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 STONE BOUND
 - STY STORY
 - SMH SEWER MANHOLE
 - T TREE
 - TOW TOP OF WATER
 - OV OVER
 - UP UTILITY POLE
 - WD WOOD
 - WG WATER GATE
 - [X] BUILDING DIMENSION AT GRADE

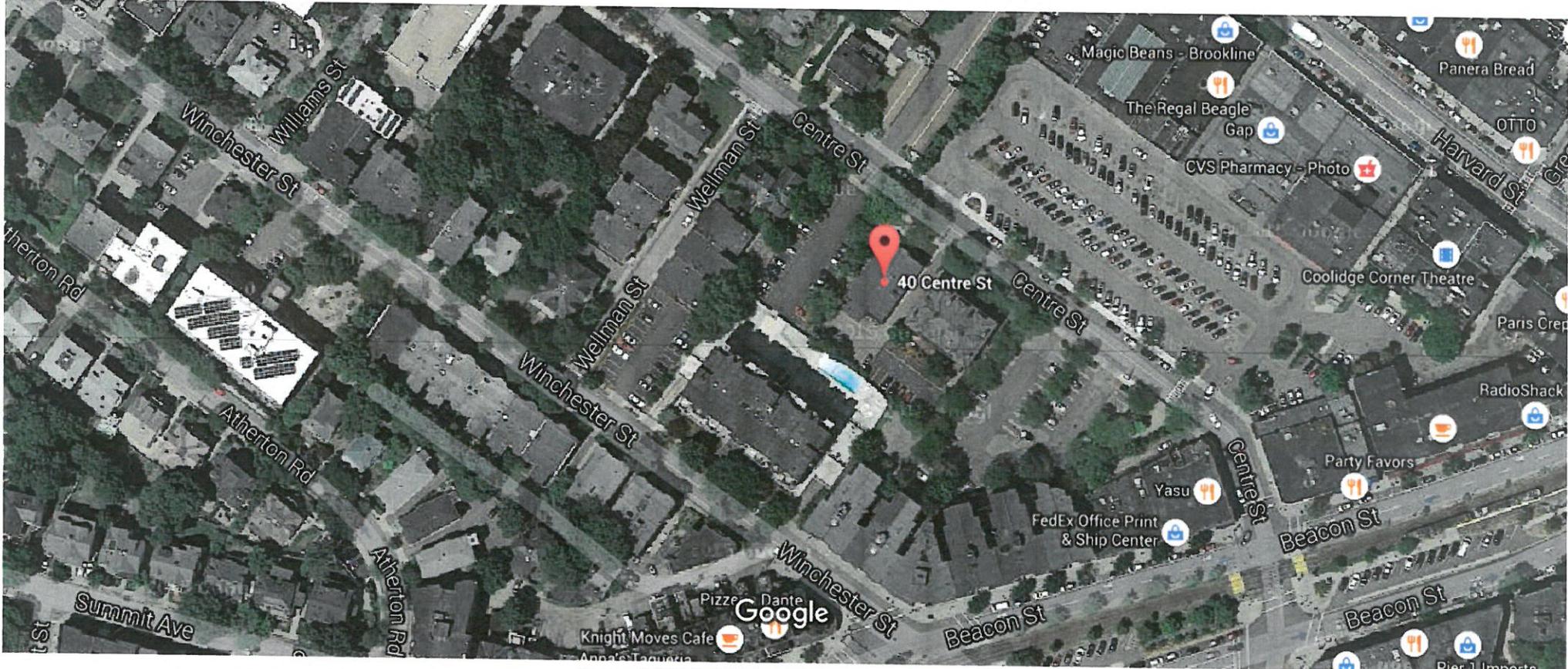
CENTRE STREET (PUBLIC - 50' WIDE)

- REFERNECES**
- NORFOLK COUNTY REGISTRY OF DEEDS
BK 726 PG 322 (1894) PLAN
 - 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**
- FIELD SURVEY PERFORMED: OCTOBER 9 AND 13, 2015.
 - ELEVATIONS SHOWN REFER TO BROOKLINE TOWN BASE.
- TOWN OF BROOKLINE BENCHMARK USED:
#16 WINCHESTER STREET, ROCLGS ELEV=69.09' (HELD)

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BY: _____		DESCRIPTION: _____		DATE: _____		REV: 0					
DRAWING NO.: H-174_02EX.DWG		<p align="center">40 CENTRE STREET</p> <p align="center">EXISTING CONDITION PLAN</p> <p align="center">IN</p> <p align="center">BROOKLINE, MASSACHUSETTS</p> <p align="center">NORFOLK COUNTY</p>						<p align="center">PREPARED BY:</p> <p align="center">J.F. Hennessy Co.</p> <p align="center">A DIVISION OF DIGITAL GEOGRAPHIC TECHNOLOGIES, INC.</p> <p align="center">P.O. BOX 909</p> <p align="center">BROOKLINE, MA 02446</p> <p align="center">TEL: 617-566-3860</p> <p align="center">info@jfhennessycompany.com</p>		<p align="center">DATE:</p> <p align="center">XX-DEC-2015</p>	
SCALE: 1" = 20'										<p align="center">JOB NO.</p> <p align="center">H-174.02</p>	
PREPARED FOR: ROTH FAMILY LLC						<p align="center">CALCULATION:</p> <p align="center">B.T.</p>		<p align="center">PROJ. MANAGER:</p> <p align="center">B. TALEB</p>			



Imagery ©2015 DigitalGlobe, MassGIS, Commonwealth of Massachusetts EOEA, Sanborn, Map data ©2015 Google 100 ft

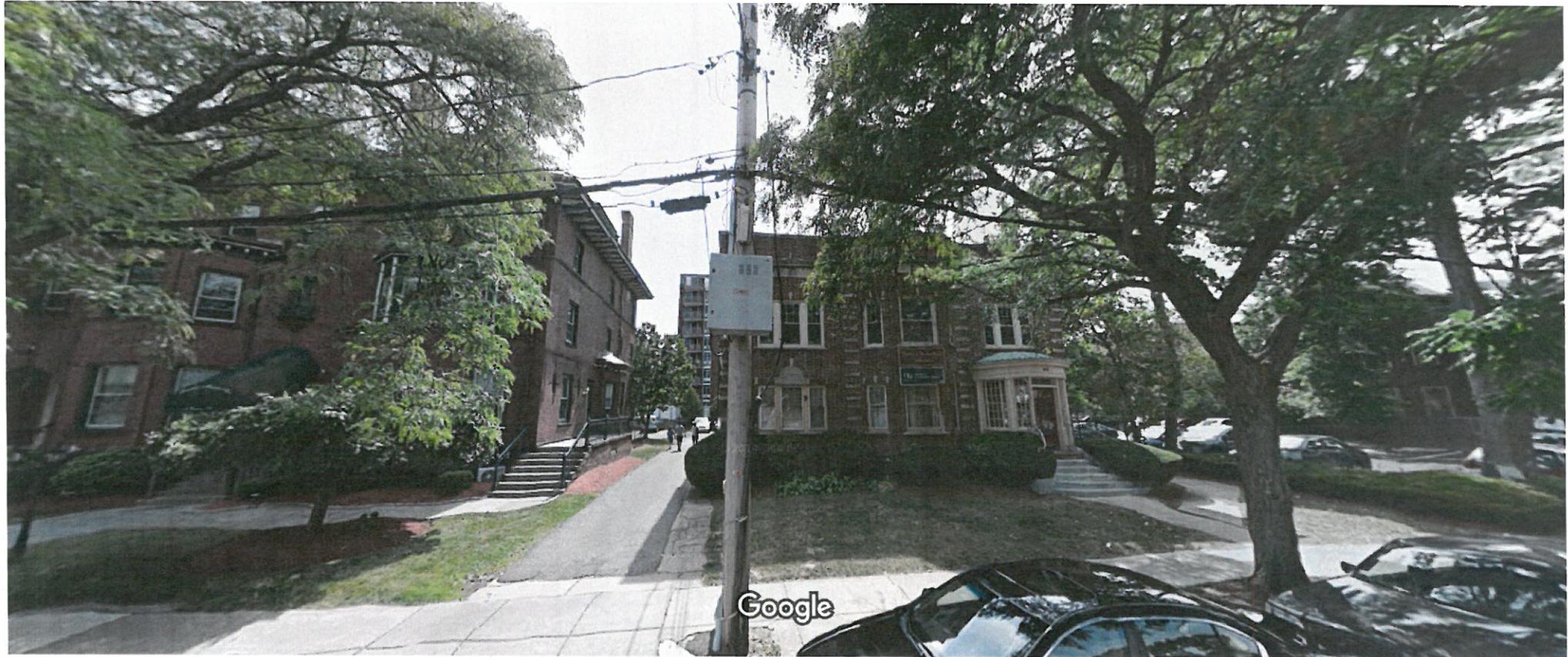
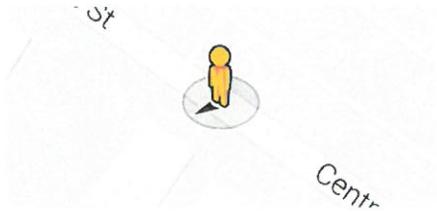


Image capture: Aug 2014 © 2015 Google

Brookline, Massachusetts

Street View - Aug 2014



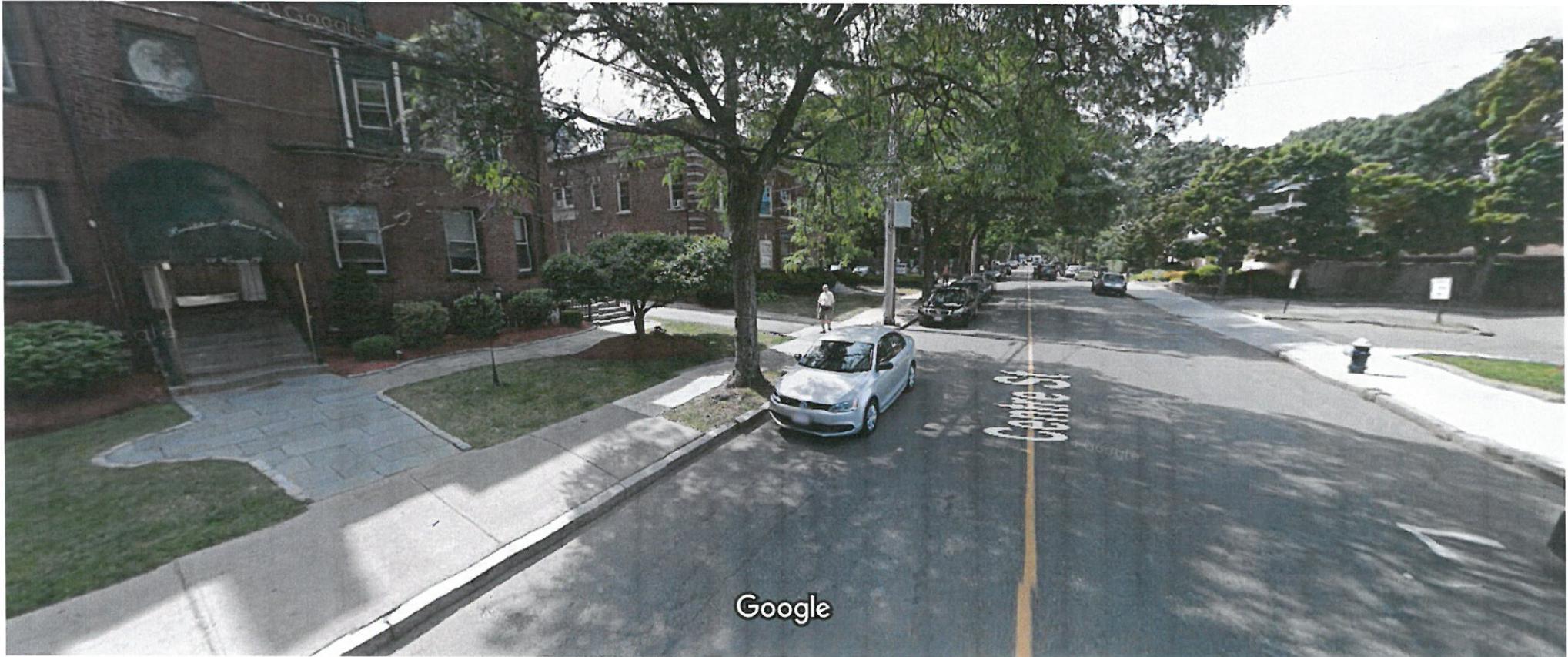
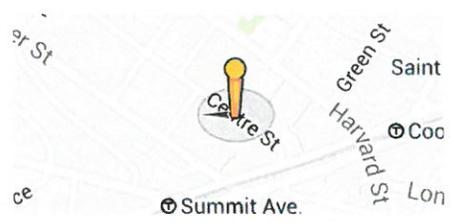


Image capture: Aug 2014 © 2015 Google

Brookline, Massachusetts

Street View - Aug 2014



Google Maps 35 Centre St



Image capture: Aug 2014 © 2015 Google

Brookline, Massachusetts

Street View - Aug 2014

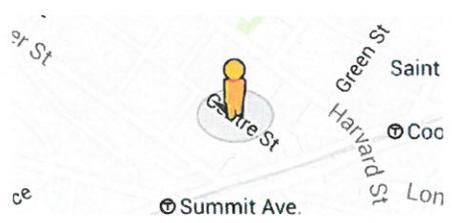
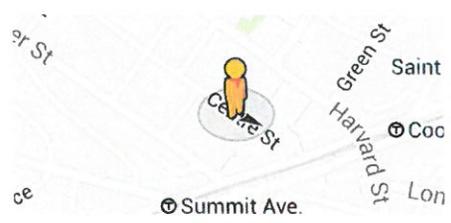




Image capture: Aug 2014 © 2015 Google

Brookline, Massachusetts

Street View - Aug 2014



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

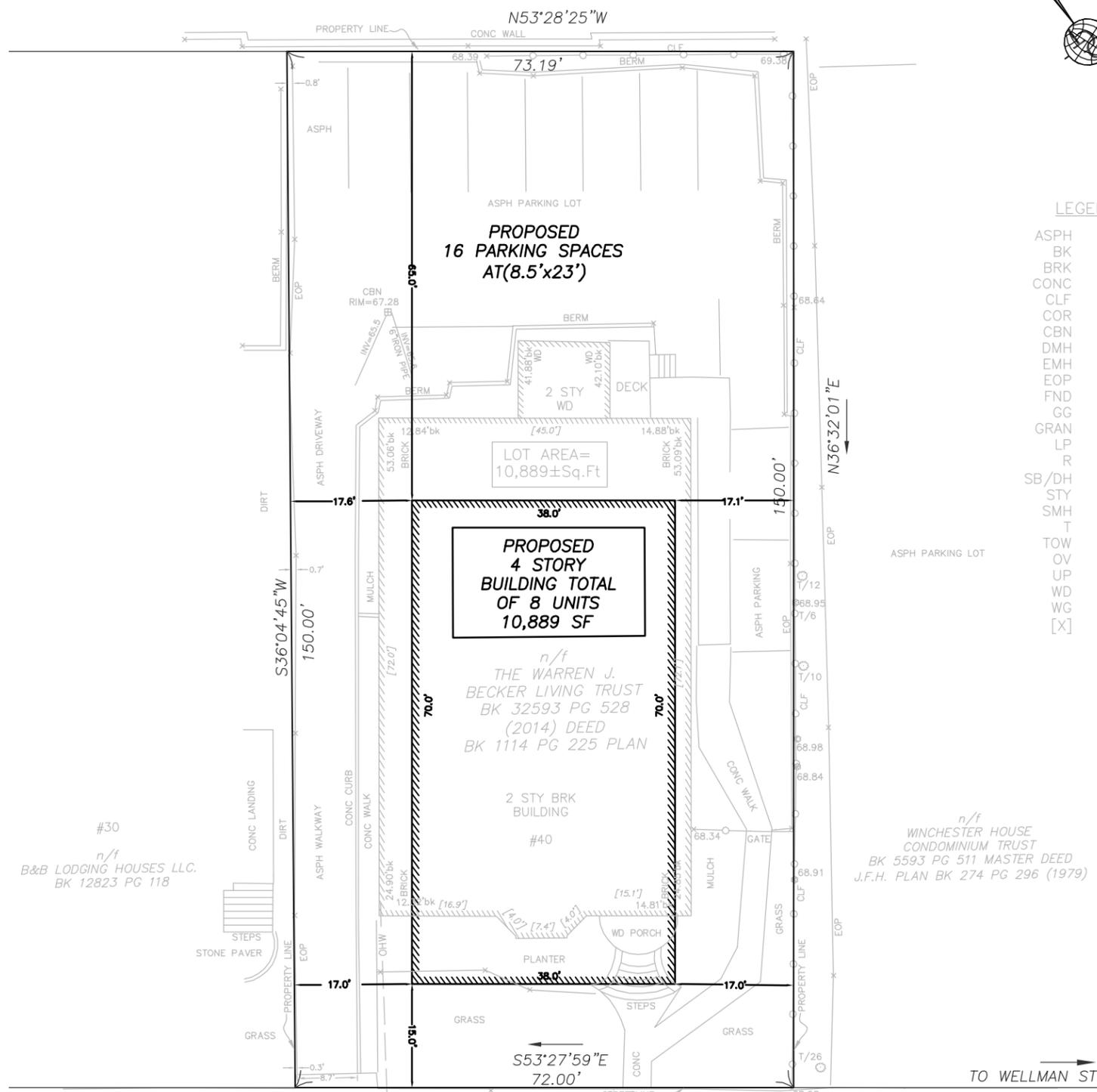
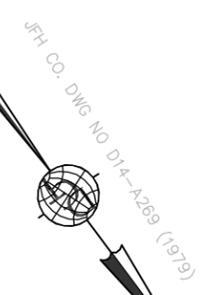
The applicant is proposing to demolish the existing structure and construct a six-story building containing 45 rental apartments. Apartment size will vary from studio units to 3-bedroom unit. The first floor will be occupied by at-grade parking for 17 vehicles and by building service and amenity uses.

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

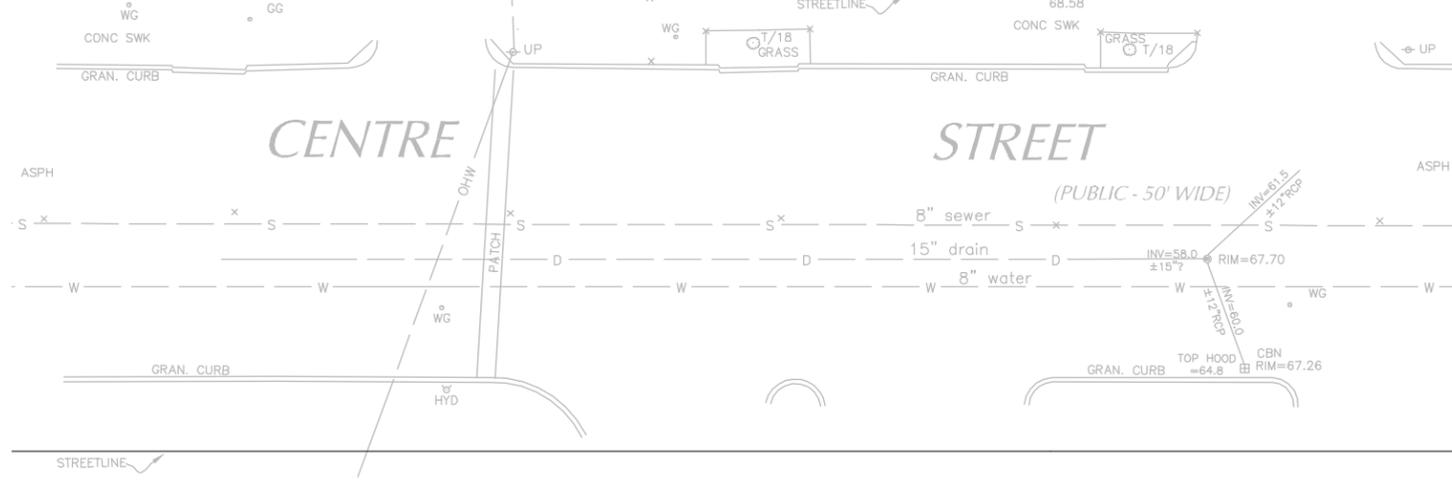
Site vehicular access will be from a relocated and widened curb cut in Centre Street. Its location will be further west from the lot line at #38 Centre Street than the existing curb cut. Pedestrian access will front on the sidewalk in Centre Street.

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
 - BK BACK
 - BRK 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 STONE BOUND
 - STY STORY
 - SMH SEWER MANHOLE
 - T TREE
 - TOW TOP OF WATER
 - OV OVER
 - UP UTILITY POLE
 - WD WOOD
 - WG WATER GATE
 - [X] BUILDING DIMENSION AT GRADE



ZONING TABLE OF DIMENSION REQUIREMENTS									
DISTRICT	USE	LOT SIZE MIN. (sq.ft.)	SETBACKS			FAR MAXIMUM	HEIGHT MAXIMUM	OPEN SPACE (% OF GROSS FLOOR AREA)	
			FRONT	SIDE	REAR			LANDSCAPE	USABLE
M-1.0	OTHER DWELLING STRUCTURE		15'	10+L/10	30'	1.0	40'	10%	20%
	FIRST DWELLING UNIT	3,000							
	EACH ADDITIONAL DWELLING UNIT	1,000							

PLAN REFERENCE

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

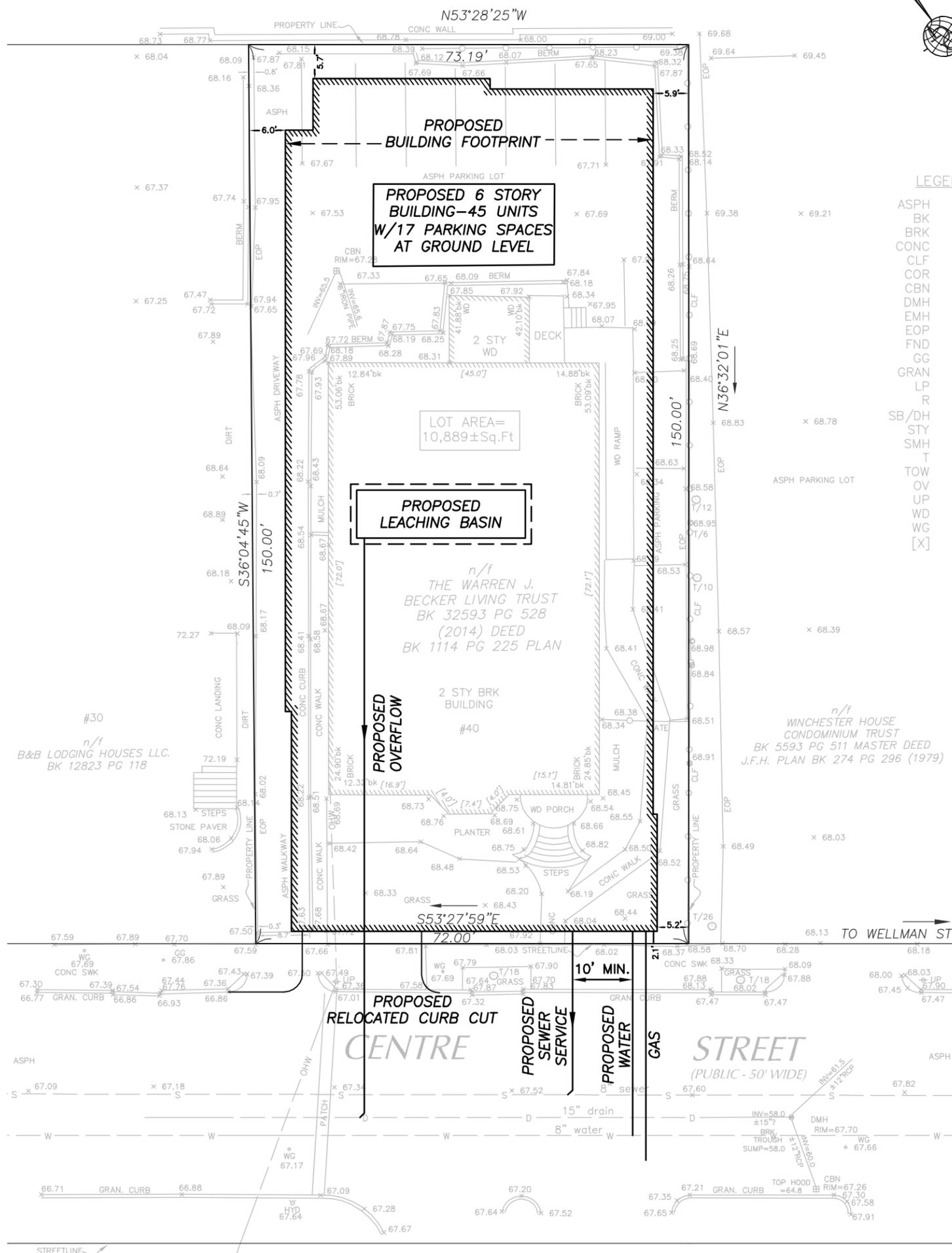
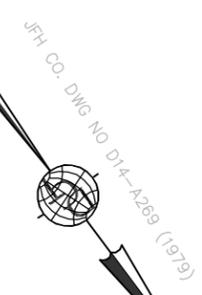
NOTE

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

© 2015 DIGITAL GEOGRAPHIC TECHNOLOGIES, INC.

BY: _____ DESCRIPTION: _____ DATE: _____ REV: 0 DRAWING NO.: H-174_02PP_BY-RIGHT.DWG SCALE: 1" = 20' PREPARED FOR: ROTH FAMILY LLC	40 CENTRE STREET BY-RIGHT SITE 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: 8-DEC-2015 JOB NO. H-174.02 CALCULATION: B.T. PROJ. MANAGER: B. TALEB
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#19
WINCHESTER STREET
n/f
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 - T TREE
 - TOW TOP OF WATER
 - OV OVER
 - UP UTILITY POLE
 - WD WOOD
 - WG WATER GATE
 - [X] BUILDING DIMENSION AT GRADE

PROPOSED LEACHING BASIN

PROPOSED OVERFLOW

PROPOSED RELOCATED CURB CUT

CENTRE STREET
(PUBLIC - 50' WIDE)

ZONING TABLE OF DIMENSION REQUIREMENTS									
DISTRICT	USE	LOT SIZE MIN. (sq.ft.)	SETBACKS			FAR MAXIMUM	HEIGHT MAXIMUM	OPEN SPACE (% OF GROSS FLOOR AREA)	
			FRONT	SIDE	REAR			LANDSCAPE	USABLE
M-1.0	OTHER DWELLING STRUCTURE		15'	10+L/10	30'	1.0	40'	10%	20%
	FIRST DWELLING UNIT	3,000							
	EACH ADDITIONAL DWELLING UNIT	1,000							

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

NOTE

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

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BY: _____ DESCRIPTION: H-174_02PL.DWG DATE: _____ REV: 0 SCALE: 1" = 20' PREPARED FOR: ROTH FAMILY LLC	40 CENTRE STREET 40B 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: 8-DEC-2015 JOB NO. H-174.02 CALCULATION: B.T. PROJ. MANAGER: B. TALEB



Roth Family, LLC 40 Centre Street, Brookline, MA

Conceptual Project Rendering

12.23.2015



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Development Data:

Levels 3-6: 8,679 GSF
 Level 2: 8,748 GSF
 Level 1: 1,805 GSF
 Total Building: 45,269 GSF
 Total Garage: 6,714 GSF

Unit Count: 45 Units
 Avg Unit Size: 811 NRSF
 Total NRSF: 36,503 NRSF
 Efficiency: 80.6%

Typ. Setback: 5'-0"
 Side & Rear

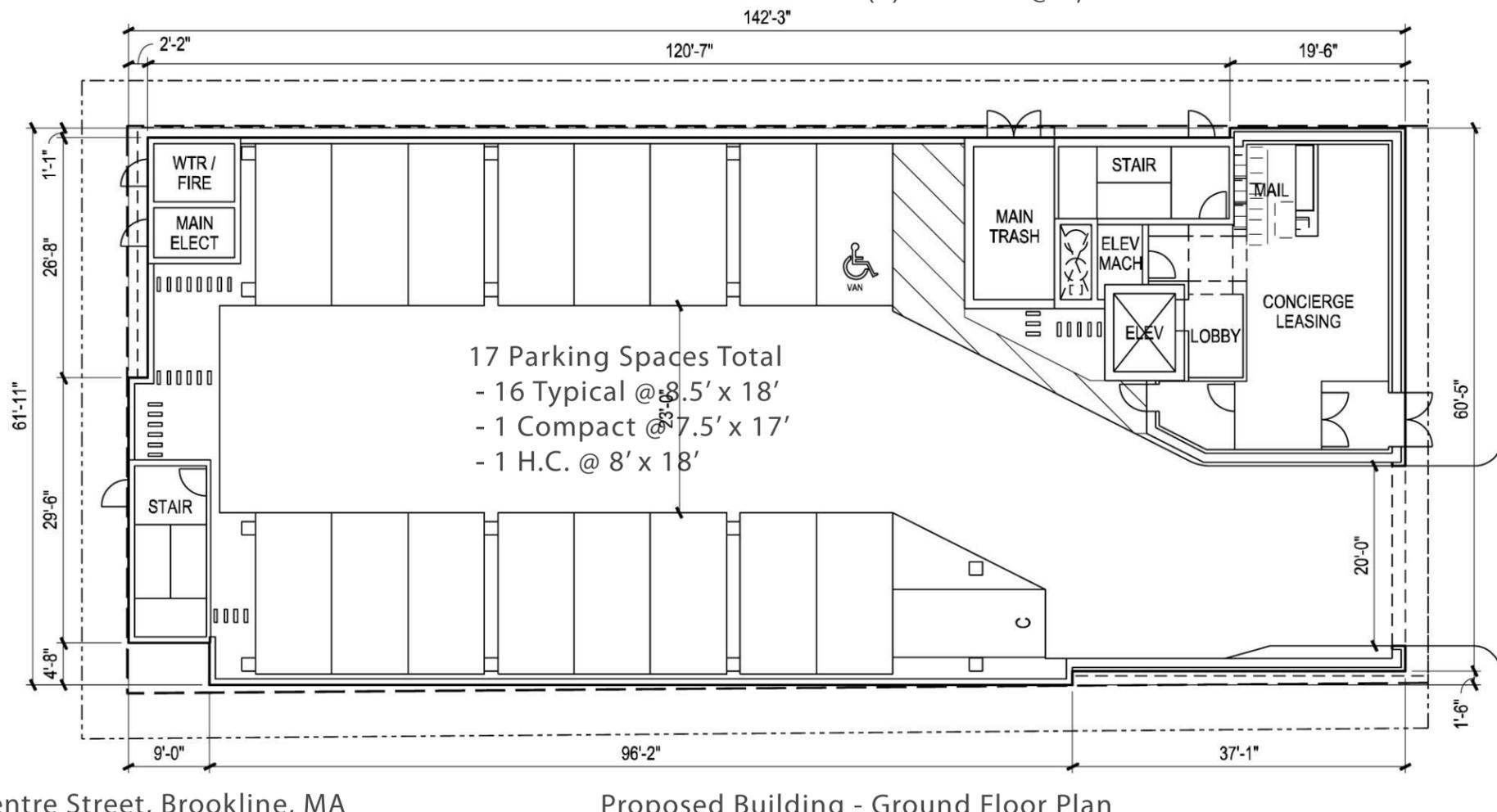
Proposed Unit Mix:

Studios (11%)
 - (5) S1 Units @ 494 NRSF

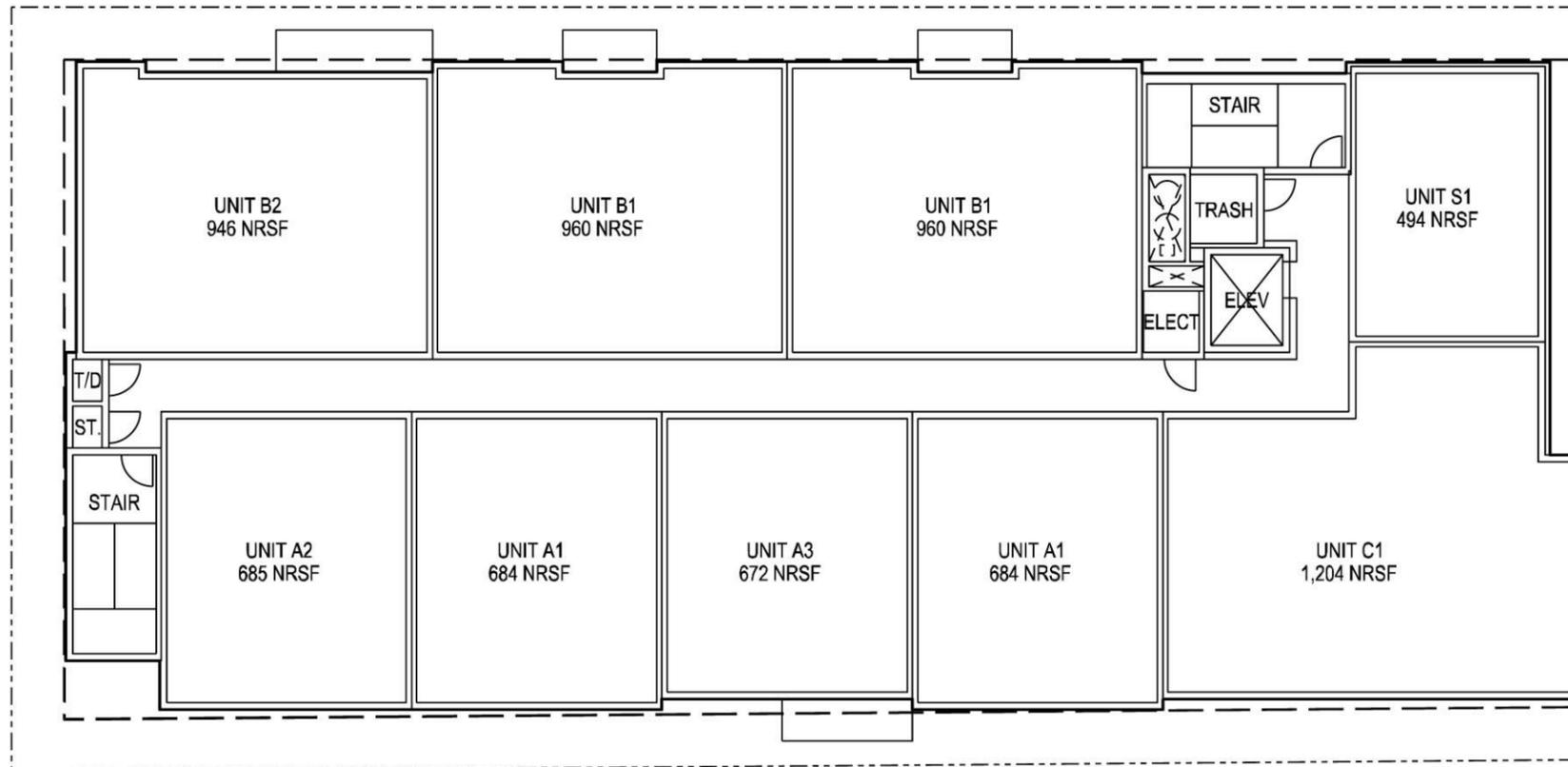
One Beds (44%)
 - (11) A1 Units @ 684 NRSF
 - (5) A2 Units @ 685 NRSF
 - (4) A3 Units @ 672 NRSF

Two Beds (33%)
 - (8) B1 Units @ 960 NRSF
 - (4) B2 Units @ 946 NRSF
 - (2) B3 Units @ 969 NRSF
 - (1) B4 Unit @ 974 NRSF

Three Beds (11%)
 - (5) C1 Units @ 1,204 NRSF

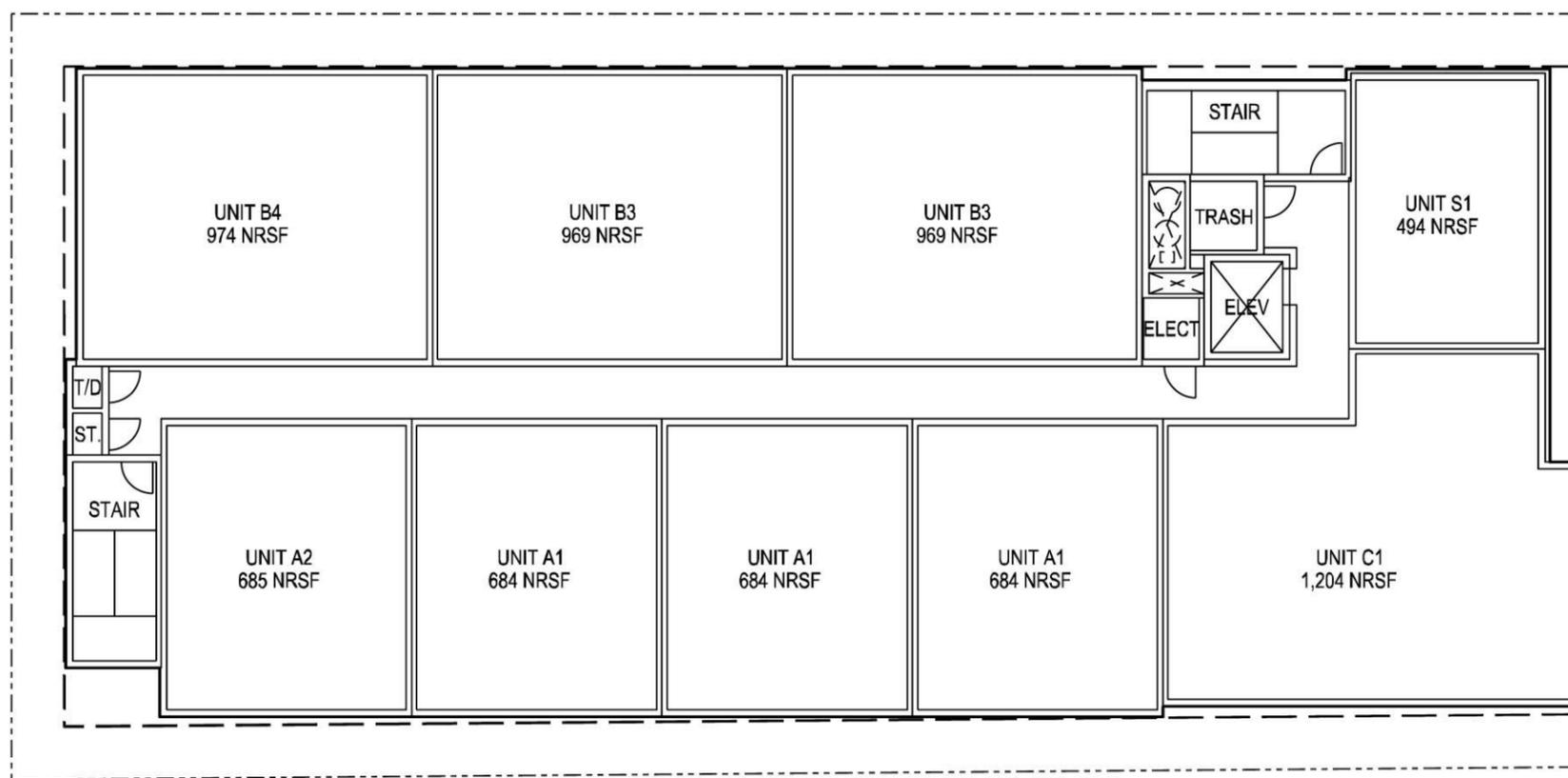


40 CENTRE STREET



40 CENTRE STREET

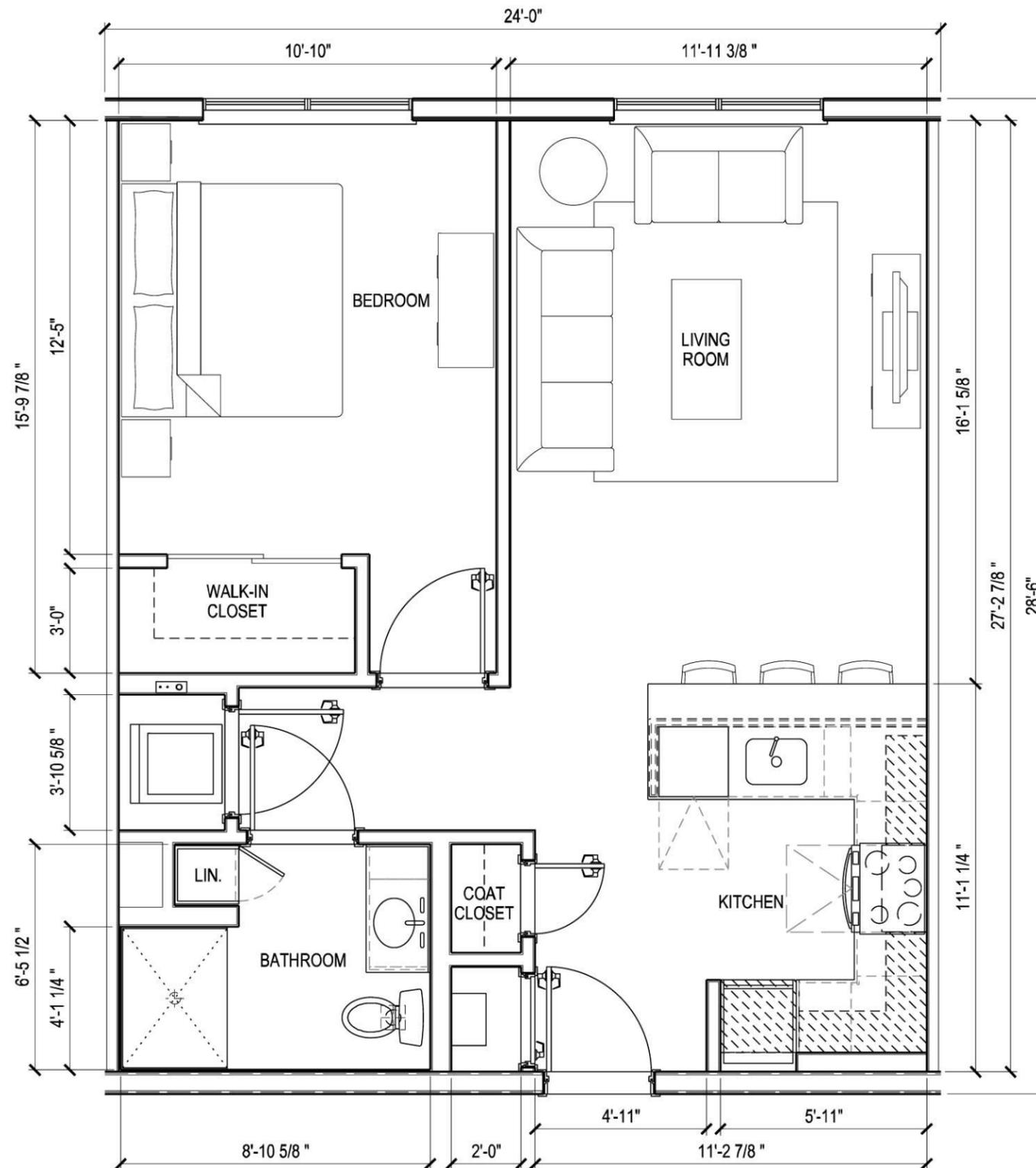
Levels 3-6 Plan
 8,679 GSF / Floor
 7,289 NRSF / Floor
 9 Units / Floor
 84.0% Efficiency

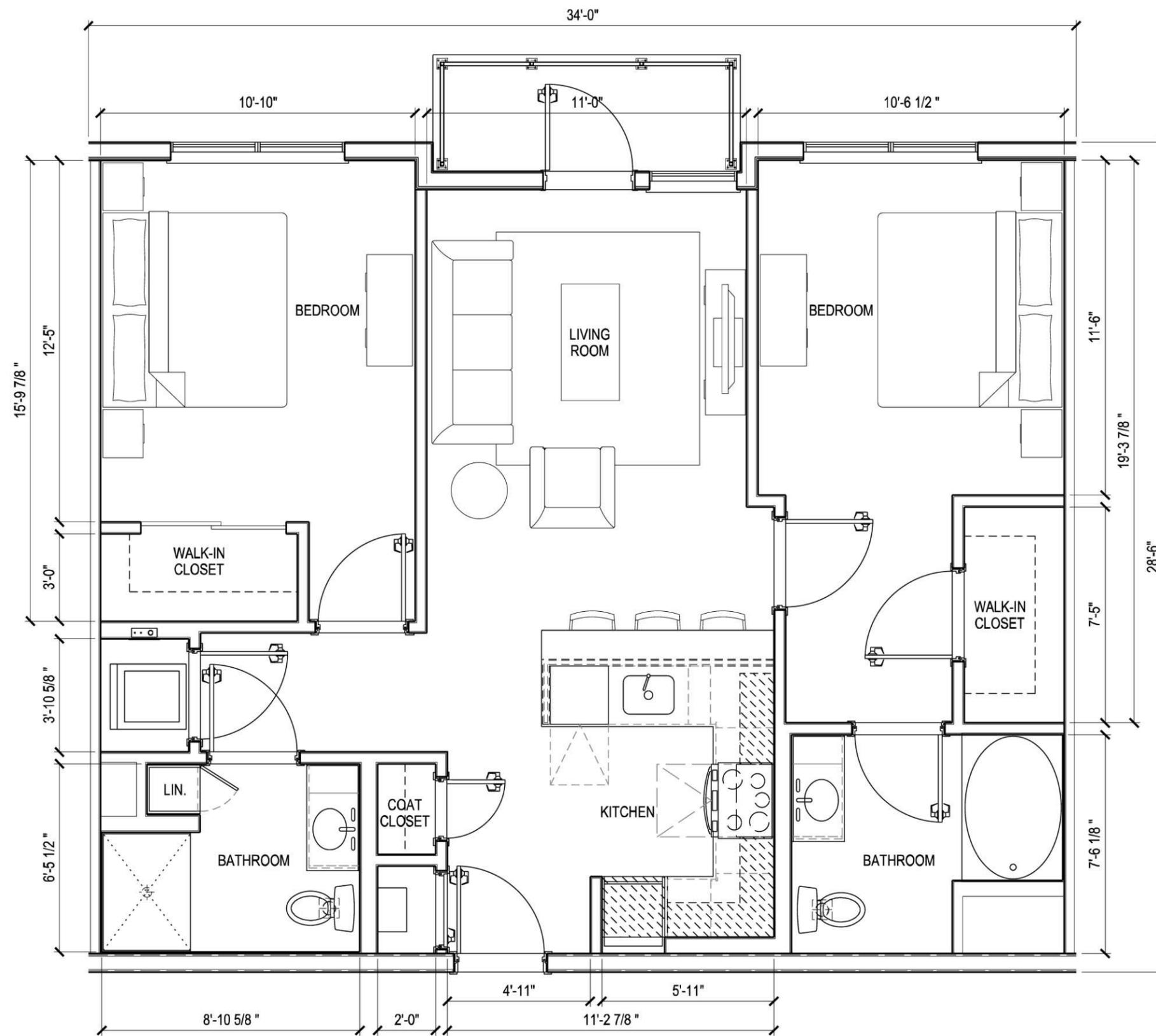


40 CENTRE STREET

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









Roth Family, LLC 40 Centre Street, Brookline, MA

Conceptual Building Elevation - Northeast Facade (Front)



12.23.2015



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Roth Family, LLC 40 Centre Street, Brookline, MA

Conceptual Building Elevation - Northwest Facade (Side)


12.23.2015

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Roth Family, LLC 40 Centre Street, Brookline, MA

Conceptual Building Elevation - Southwest Facade (Rear)



12.23.2015



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Roth Family, LLC 40 Centre Street, Brookline, MA

Conceptual Building Elevation - Southeast Facade (Side)

12.23.2015



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Architectural Narrative

The current 2-story building located at 40 Centre Street contains two medical office tenants on the ground floor and a single residential apartment on the upper floor. The building exterior is clad with brick and utilizes precast and/or stone accent details, standard punched window openings, and a dropped cornice line below the edges of a flat roof to define its primary facade. Its secondary facades have less detail and contain windows at regular intervals to meet the needs of the business uses inside. On the Centre Street elevation, the main entrance to the building is highlighted by a projected entry bay with a copper roof atop a stone stairway. This element utilizes painted trim and fixed windows to create differentiation from the main building. A small surface parking lot is located at the rear of the site.

The new proposed building at 40 Centre Street consists of a mixture of 45 market-rate and affordable residential rental units in 5 floors above one level of surface parking. Learning from CUBE 3 Studio's experience with the Town of Brookline on the 45 Marion Street project, we heard the preference for clean, contemporary design with traditional materials. This proposed contemporary design language is anchored by light colored brick at the Centre Street façade and accentuated by streamlined details – combined, these elements create a distinct, iconic building with subtle references to traditional architectural strategies for massing, articulation, and materiality that can be seen elsewhere in Brookline. The projected grey paneled volume at the front of the building is a reference to the language of bays that can be found in the surrounding residential neighborhoods. The public face of the building addresses the larger scale of this commercial realm and the history of the immediate surroundings by allowing the brick to extend from grade up to the roof, while using carefully grouped windows to imply a residential scale. The windows have carefully located trim details that correspond with changes in the façade materials. For example, there are head and sill corbels where the windows are set in brick, versus windows set in the beige clapboard body of the Southeast façade, which have a projected sill and expressed trim on the jambs and head. The roofline is broken by parapets of varying height to emphasize the building massing. Balconies are provided along the Southeast and Northwest elevations to articulate the façade at a residential scale, add texture through the use of railings and projections, and cast soft shadows across the fiber cement panel cladding system.

Within the new proposed building, the typical floor plan provides access to units off a central double-loaded corridor that is framed on each end by egress stairs. A central core contains an elevator, trash chute, and building support spaces for the purposes of a compact, efficient building footprint that responds to site constraints. Typical one, two and three bedroom units are designed with open kitchen/living areas, comfortable bedrooms that feature large walk-in closets, and large windows to provide abundant natural light. In addition to high-quality finishes and individual environmental control, each unit will contain modern energy-efficient appliances, in-unit laundry, and low-energy lighting fixtures that, in combination, offer a sense of luxury.

ZONING SUMMARY TABULATIONS

	M-1 Zoning	40 B Proposed
Minimum Lot Area	5000	10889
Minimum Frontage	15	72
Minimum Side Yard	10+L/10	5
Minimum Rear Yard	30	5
Maximum Building Height	40	70
Maximum Building Stories	4	6
Maximum Lot Coverage	80%	82%
Minimum Open Space (landscape)	10%	
Minimum Open Space (useage)	20%	
Maximum Floor Area	1.0	4.2
Parking	2/unit	0.37/unit



Revised: 12/7/12

SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name: FORTY CENTRE PLACE
 Project Number:
 Program Name:
 Date: 1-9-16

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Prior to completing this form, please refer to the Commonwealth's Sustainable Development Principles (adopted May 2007) available at: [Sustainable Development Principles](#)

**DEVELOPER SELF-ASSESSMENT
 (for consistency with the Sustainable Development Principles)**

Method 1:

Redevelop First

Check "X" Below

Yes	No	NA
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Rehabilitation:

- Rehabilitation/Redevelopment/Improvements to Structure
- Rehabilitation/Redevelopment/Improvements to Infrastructure

Check "X" below if applicable

<input type="checkbox"/>
<input type="checkbox"/>

If New Construction:

- Contributes to revitalization of town center or neighborhood
- Walkable to:
 - (a) transit
 - (b) downtown or village center
 - (c) school
 - (d) library
 - (e) retail, services or employment center
- Located in municipally-approved growth center

<input checked="" type="checkbox"/>

<input checked="" type="checkbox"/>

<input checked="" type="checkbox"/>

<input checked="" type="checkbox"/>

<input checked="" type="checkbox"/>

<input type="checkbox"/>

Explanation (Required)

SITE IS IN THE HEART OF THE COOLIDGE CORNER NEIGHBORHOOD AND COMMERCIAL CENTRE. WALKABLE TO MASS TRANSIT AND ALL SERVICES.

Optional - Demonstration of Municipal Support:

- Letter of Support from the Chief Elected Official of the municipality*
- Housing development involves municipal funding
- Housing development involves land owned or donated by the municipality

Check "X" below if applicable

*Other acceptable evidence: Zoning variance issued by ZBA for project; Minutes from Board of Selectman meeting showing that project was discussed and approved, etc.

Explanation (Required)

Method 2: Development meets a minimum of **five (5)** of the Commonwealth's *Sustainable Development Principles*, as shown in the next section below.

If the development involves strong **municipal support** (evidence of such support must be submitted as an attachment), the development need only meet **four (4)** of the *Sustainable Development Principles*. However, one (1) of the Principles met must be **Protect Land and Ecosystems**.

Please explain at the end of each category how the development follows the relevant *Sustainable Development Principle(s)* and explain how the development demonstrates each of the checked "X" statements listed under the *Sustainable Development Principle(s)*.

(1) Concentrate Development and Mix Uses

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Support the revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, and integrates uses. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.

- Higher density than surrounding area
- Mixes uses or adds new uses to an existing neighborhood
- Includes multi-family housing
- Utilizes existing water/sewer infrastructure
- Compact and/or clustered so as to preserve undeveloped land
- Reuse existing sites, structures, or infrastructure
- Pedestrian friendly
- Other (discuss below)

Check "X" below if applicable

X
X
X
X
X
X

Explanation (Required)

HIGHER DENSITY THAN MOST SURROUNDING USES; INCLUDES MIXED INCOME HOUSING; UTILIZES EXISTING INFRASTRUCTURE AND IS WALKABLE TO EVERYTHING.

Explanation (Required)

(4) Use Natural Resources Wisely

Check "X" Below

Yes No NA

Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water, and materials.

- Uses alternative technologies for water and/or wastewater treatment
- Uses low impact development (LID) or other innovative techniques
- Other (discuss below)

Check "X" below if applicable

Explanation (Required)

WHILE ARCHITECTURAL DRAWINGS ARE NOT COMPLETE WE EXPECT TO ACHIEVE A 20% REDUCTION IN ENERGY CONSUMPTION OVER THE BASELINE. (SEE ATTACHED DESCRIPTION)

(5) Expand Housing Opportunities

Check "X" Below

Yes No NA

Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit, and where services are available. Foster the development of housing, particularly multifamily and single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.

- Includes rental units, including for low/mod households
- Includes homeownership units, including for low/mod households
- Includes housing options for special needs and disabled population
- Expands the term of affordability
- Homes are near jobs, transit, and other services
- Other (discuss below)

Check "X" below if applicable

Explanation (Required)

UNITS WILL BE AVAILABLE FOR MODERATE INCOME HOUSEHOLDS (20%) AS WELL AS SPECIAL NEEDS/DISABLED WHO WIN THE LOTTERY. AFFORDABILITY WILL BE PERMANENT.

(6) Provide Transportation Choice

Check "X" Below

Yes No NA

Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling, and walking. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development consistent with smart growth objectives.

- Walkable to public transportation
- Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses)
- Increased bike & ped access
- For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/commercial centers, civic or cultural destinations
- Other (discuss below)

Check "X" below if applicable

X
X
X

Explanation (Required)

WALKABLE TO MASS TRANSIT & ALL SERVICES; BIKE ACCESS

(7) Increase Job and Business Opportunities

Attract businesses and jobs to locations near housing, infrastructure, and transportation options. Promote economic development in industry clusters. Expand access to education, training, and entrepreneurial opportunities. Support growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology, and fisheries.

Check "X" Below

Yes	No	NA
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Permanent jobs
- Permanent jobs for low- or moderate-income persons
- Jobs near housing, service or transit
- Housing near an employment center
- Expand access to education, training, or entrepreneurial opportunities
- Support local businesses
- Support natural resource-based businesses (i.e., farming, forestry, or aquaculture)
- Re-uses or recycles materials from a local or regional industry's waste stream
- Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials
- Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products
- Other (discuss below)

Check "X" below if applicable

Explanation (Required)

(8) Promote Clean Energy

Check "X" Below

Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.

- Energy Star or equivalent*
- Uses renewable energy source, recycled and/or non-/low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in waste reduction and conservation of resources
- Other (discuss below)

Check "X" below if applicable

* All units are required by MassHousing to be Energy Star Efficient. Please include in your explanation a description of how the development will meet Energy Star criteria.

Explanation (Required)

SEE ATTACHED DESCRIPTION

(9) Plan Regionally

Check "X" Below

Yes **No** **NA**

Support the development and implementation of local and regional, state and interstate plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long-term costs and benefits to the Commonwealth.

- Consistent with a municipally supported regional plan
- Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing
- Measurable public benefit beyond the applicant community
- Other (discuss below)

Check "X" below if applicable

Explanation (Required)

For further information regarding 40B applications, please contact Greg Watson, Manager, Comprehensive Permit Programs, at (617) 854-1880 or gwatson@masshousing.com

Check "X" Below

Yes

No

NA

(2) Advance Equity & Make Efficient Decisions

Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of future generations are not compromised by today's decisions.

Promote development in accordance with smart growth and environmental stewardship.

Check "X" below if applicable

- Concerted public participation effort (beyond the minimally required public hearings)
- Streamlined permitting process, such as 40B or 40R
- Universal Design and/or visitability
- Creates affordable housing in middle to upper income area and/or meets regional need
- Creates affordable housing in high poverty area
- Promotes diversity and social equity and improves the neighborhood
- Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community
- Other (discuss below)

Explanation (Required)

40B PERMITTING; SOME UNIVERSAL DESIGN ELEMENTS AND AFFORDS VISITABILITY; AFFORDABLE UNITS IN UPPER INCOME AREA & WILL PROMOTE DIVERSITY IN TENANT SELECTION

Check "X" Below

Yes

No

NA

(3) Protect Land and Ecosystems

Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.

Check "X" below if applicable

- Creation or preservation of open space or passive recreational facilities
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands
- Environmental remediation or clean up
- Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.)
- Eliminates or reduces neighborhood blight
- Addresses public health and safety risk
- Cultural or Historic landscape/existing neighborhood enhancement
- Other (discuss below)

Sustainable Development Criteria Scorecard Page 3

(4) + (8)

This project contains residential units served by high-efficiency hot water heating systems that deliver hydronic space heating and cooling needs. All residential units are naturally ventilated through operable windows. Common spaces are served by high-efficiency gas-fired forced air furnaces and air conditioning condensing units. An improvement in energy performance of at least 20% better than the requirements identified by ASHRAE 90.1 2007 is anticipated. Individual lighting and comfort controls for all residential occupants are provided that allow adjustments to meet individual needs. This is achieved through programmable thermostats at each of the residential units and office, common, and amenity spaces, as well as through the provision of switches to control lighting in the resident units and occupied common areas. Additionally, each residential unit will be provided with high-efficiency appliances including refrigerator, range, dishwasher, washing machine & dryer, as well as low flow faucets and fixtures in bathrooms and kitchens.

Thanks,
John

John Harding V AIA, LEED AP BD+C
Associate Principal

CUBE 3 Studio LLC
architecture • interiors • planning

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 01776, 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 \$ [redacted] of which:
[redacted] have been paid as a deposit this day and
[redacted] Seller will loan Buyer [redacted] 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.
[redacted] 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.
[redacted] 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

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[Handwritten signature]

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:
- | | Type of Insurance | Amount of Coverage |
|----|-------------------------------|--|
| 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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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 Buyer 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

WBS





January 8, 2016

Robert Roth, Manager
Roth Family, LLC
172 Dean Road
Brookline, MA 02445

Re: Letter of Interest – Country Bank for Savings (the “Bank”) / 40 Centre Street, Brookline (the “Project”)

Bob:

Thank you for sharing the information regarding the above proposed Project. We understand that the Project consists of a 45-unit apartment building located at 40 Centre Street, Brookline, MA. We further understand that the units will be primarily 1-2 bedroom apartments of approximately 800 square feet, will be used as rentals, and 9 to 11 of the units will be designated for affordable housing

The Bank understands that you have had prior real estate development experience within the New England market and, as you are aware, the Bank has previously had a loan relationship with an entity in which you had an interest and which currently maintains deposits with the Bank.

This letter is to express the Bank’s interest, without obligation, in the future financing of the construction of the proposed Project once all applicable project approvals have been obtained, subject to normal and customary underwriting by the Bank that would take place at a later date. In connection with this possible financing, the Bank would anticipate the possibility of utilizing NEF funds for at least 25% of the construction financing.

This letter does not constitute, nor shall it be construed as, a financing commitment for the Project or any borrower entity or person. Should the Bank be requested to finance the construction of the Project, the applicant would be requested to submit a loan application with supporting documentation for review by the Bank in accordance with the Bank’s customary underwriting and lending practices.

Moreover, as you are aware, the Bank has not yet completed its due diligence review of the Borrower and the proposed Project. The extension of any such financing is subject to the satisfactory completion of a review of the proposed Project and of the financial aspects of the Borrower and the Bank reserves the right, in its sole and exclusive discretion, to decline any financing if the results of its review are not satisfactory to it.

Indeed, any commitment to extend financing is further subject to and contingent upon approval by the Bank's Board of Trustees and the issuance of a commitment letter. Accordingly, you should not expend funds, incur liabilities nor in any way rely upon an extension of financing from the Bank until and unless all conditions are satisfied and a commitment letter is issued which is signed by a duly authorized officer of the Bank.

Please feel free to contact me directly at 413-277-2105, should you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Douglas Gilbert', with a long horizontal flourish extending to the right.

Douglas Gilbert
Vice President
Country Bank



Hammond Residential[®]

Real Estate

826 BOYLSTON STREET
CHESTNUT HILL, MA 02467
OFFICE: (617) 731-4644; (617) 527-2500
FAX: (617) 566-8379

1631 BEACON STREET
WABAN, MA 02468
OFFICE: (617) 332-8700
FAX: (617) 332-4881

TO: Robert Roth

FROM: Nancy McCreary

RE: 40 Centre Street, Brookline, MA. 02446

DATE: June 10, 2015

Enclosed please find a spread sheet with recently rented studios, one bedroom, two bedroom and three bedroom rentals in the Brookline/Coolidge Corner neighborhood.

Additionally per your request, I have included samples of CURRENT/actively on market rental units of similar size.

Please note that in order to secure current/actively on the market samples it was necessary to go beyond the Coolidge Corner neighborhood in a couple of instances.

I hope this is useful.

I have been a residential leasing specialist in the Brookline area for over 20 years and manage the Hammond Rental Group covering 14 Greater Boston office locations.

Yours,

Nancy H. McCreary

SALES • RENTAL • RELOCATION • RESIDENTIAL • COMMERCIAL • PROPERTY MANAGEMENT

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Brookline Rented Units

3/2015 - 12/10/2015

Address:	#BRS	#BAS	Sq. Ft.	Price	Util Ind	Parking Garage Y/N	Parking # Off Street	Elevator Y/N	W/D in Unit Y/N	Amenities:
1284 Beacon Street, #303 Coolidge Corner	0	1	350	\$1,675	ht/htw	N	0	Y	N	* Gym
50 Green Street, #107 Coolidge Corner	0	1	405	\$1,695	ht/htw	N	1	Y	N	* Pool
60 Longwood Avenue, #306 Coolidge Corner	0	1	479	\$2,100	ht/htw	(1) Y	0	Y	N	* Gym * Pool * Concierge
60 Babcock, #91	1	1	745	\$2,700	ht/htw	(1) Y	0	Y	N	* Pool * Concierge
60 Babcock, #210	1	1	801	\$2,750	ht/htw	(1) Y	0	Y	N	* Gym * Pool * Concierge
1443 Beacon Street, #104	1	1	740	\$2,775	ht/htw	Y extra \$300	0	Y	N	
25 Russell Street, #1	2	2	1457	\$4,000	N	N	2@\$200	N	Y	* Direct TV ind. * Wireless Internet * Storage
2 Saint Paul Street, #8	2	2.5	1567	\$4,150	ht/htw	(1) Y	1	Y	Y	* Gas fireplace * Storage
150 Saint Paul Street, #302	2	2	1452	\$5,300	N	(2) Y	0	Y	Y	* Gym
1471 Beacon Street, #10	3	2	1877	\$5,200	N	(1) Y	0	Y	Y	

Brookline Rented Units

3/2015 - 12/10/2015

Address:	#BRS	#BAS	Sq. Ft.	Price	Util Ind	Parking Garage Y/N	Parking # Off Street	Elevator Y/N	W/D in Unit Y/N	Amenities:
30 Dwight Street, #O	3	2.5	2577	\$8,250	N	(2) Y	0	N	Y	* Storage
109 Sewall Ave, #201	3	2.5	1800	\$6,500	N	(2)Y	N	Y	Y	

Brookline Current Units

12/10/15

Address:	#BRS	#BAS	Sq. Ft.	Price	Util Ind	Parking Garage Y/N	Parking # Off Street	Elevator Y/N	W/D in Unit Y/N	Amenities:
1459 Beacon Street, #000	0	1	300	\$1,500	ht/htw	N	N	N	N	
17 Atherton Street, Unit A	0	1	407	\$1,700	ht/htw	Y @ \$100	N	N	Y	
50 Longwood Ave, #919	1	1	787	\$2,500	ht/htw	Y	N	Y	N	* Gym * Pool
77 Marion Street, #212	1	1	721	\$2,550		Y @ \$250	N	Y	Y	* Fitness * Common roof deck
1443 Beacon Street, #802	1	1	750	\$3,090	ht/htw	Y @ \$300	N	Y	N	* Pool * Gym * Concierge
44 Fuller Street, Unit B	2	2	1500	\$3,350		Y	N	N	Y	
1683 Beacon Street, #2	2	1	1540	\$3,500	ht/htw	N	Y	N	N	
1443 Beacon Street, #219	2	2	1350	\$4,060	ht/htw	Y @ \$300	N	Y	N	* Pool * Gym * Concierge
231 Freeman Street, #1	3	2	1451	\$3,600	ht/htw	N	(2) Y	N	Y	
10 Greenway Court, #7	3	1.5	1280	\$3,950	ht/htw	N	(2) Y	N	N	

Brookline Current Units

12/10/15

Address:	#BRS	#BAS	Sq. Ft.	Price	Util Ind	Parking Garage Y/N	Parking # Off Street	Elevator Y/N	W/D in Unit Y/N	Amenities:
89 Glen Road, NC6	3	3	1820	\$4,975		Y	N	N	Y	* Gym * Storage

Section 6.1

FORTY CENTRE STREET, BROOKLINE, MA

APPLICANT : Robert Roth, Manager for the Roth Family LLC

Robert Roth has been in the real estate development business since 1976. After graduating from the University of Connecticut, where he studied civil engineering, he worked as a civil engineer for the City of Hartford Connecticut. Mr. Roth left his position at the City of Hartford to pursue his own real estate business in August of 1979. The following list are projects that he was Owner and or Developer .

1979-1982	Baldwin Estates, CT	11 lot development	single family homes
1982-1996	Snug Harbor, FL	492 lot subdivision	manufacture homes
1983-1984	Starlight Cove, FL	326 lots	attached housing
1985	Back Bay, Ma	12 units	gut-rehab
1986	Brookline, Ma	3 units	townhouse, rehab
1992-1994	MacFarms, Ma	154 units	condominiums
1994-1998	The Meadows, Ma	84 units	condominiums
2002-2004	Brookline, Ma	5 units	condominiums
1999-2004	Longyear, Ma	47 units	condominiums
2004-2006	Carriage La, Ma	28 unit	40B condominiums
2004-2008	Capitol Cove, RI	96 units	apartment building
2008-2012	Maple Meadows, Ma	33 units	condominiums
2014	Fairhaven, Ma	42 units	40B Rental



SEB LLC

Unparalleled Experience and Client Service

Who We Are and What we Do

For over 40 years, SEB and its principals have been leaders in the planning and development community, specializing in mixed-income multi-family residential housing. SEB has provided housing development consulting services that have resulted in the approval and development of more than 13,000 units of affordable housing. Our work has involved a broad range of housing types in a variety of different communities, from detached single family home ownership communities to large multifamily rental developments.

Working in cooperation with our clients and development partners, we have completed over a thousand diverse consulting assignments – ranging from development of mixed-use multi-family developments, to permitting assistance with specific affordable housing development projects on urban and suburban sites, to larger scale neighborhood plans in cities and towns.

SEB also provides affordable housing administrative and lottery services. We have leased/sold more units of affordable housing than any other entity or lottery administrator in the state. From small homeownership developments to large rental developments, we have excellent relationships with Masshousing, Masshousing Partnership, the Department of Housing & Community Development and MassDevelopment – all of the State Subsidizing Agencies involved in the oversight of the affordable housing sell-out & lease-up process. We ensure that all regulatory and compliance related requirements are conducted in strict adherence to state and local requirements.

SEB has been involved in public or private sector projects in more than 180 cities and towns in Massachusetts, including the partial list below.

Abington	Acton	Amesbury	Amherst	Andover	Arlington	Ashburnham
Ashland	Athol	Attleboro	Avon	Barnstable	Bedford	Bellingham
Belmont	Berkley	Berlin	Beverly	Billerica	Bolton	Boston
Bourne	Boxborough	Boxford	Braintree	Brewster	Brockton	Brookline
	Burlington	Cambridge				
Canton	Carlisle	Chatham	Chelmsford	Chelsea	Clinton	Concord
Danvers	Dartmouth	Dedham	Dennis	Dighton	Dover	Duxbury
East	Bridgewater	Easton	Edgartown	Everett	Fall River	Falmouth
Fitchburg	Framingham	Franklin	Freetown	Gardner	Georgetown	Gloucester
Grafton		Groton	Groveland	Hanover	Hanson	Harvard
Harwich	Haverhill	Hingham	Holyoke	Hopkinton	Ipswich	Kingston
Lancaster	Lawrence	Leominster	Lexington	Lincoln	Littleton	Lowell
Ludlow	Lynn	Lynnfield	Malden	Mansfield	Marblehead	Marion
Marlboro	Edgartown	Mashpee	Maynard	Medfield	Medford	
Medway	Melrose	Mendon	Merrimack	Methuen	Middleboro	Milford
Millville	Milton	Nantucket	Natick	Needham	New Bedford	Newburyport
Newton	Norfolk	North Andover	North Reading	Northampton	Northborough	
Northbridge	Norton	Norwell	Norwood	Oxford	Palmer	Peabody
Pelham	Pembroke	Pittsfield	Plainville	Plymouth	Randolph	Raynham
Reading	Rehoboth	Revere	Richmond	Rockport	Rockland	Rowley
Salem	Salisbury	Sandwich	Saugus	Scituate	Seekonk	Sharon
Sherborn	Shrewsbury	Somerset	Somerville	Southborough	Southbridge	Springfield
Stoneham	Stoughton	Stow	Sturbridge	Sudbury	Sutton	Swansea
Taunton	Tewksbury	Townsend	Tyngsboro	Upton	Wakefield	Walpole
Waltham	Wareham	Watertown	Wayland	Wellesley	Wellfleet	
West Tisbury	Westborough	Westminster	Weston	Westport	Westwood	Weymouth
Whitman	Wilmington	Winchester	Woburn	Worcester	Wrentham	Yarmouth

Background

Our History

SEB is a continuation, through various iterations, of a consulting practice which began in 1970 in Cambridge, MA. Bob Engler remains as one of the partners in the first firm – Justin Gray Associates –and has been joined by his two sons, Geoff and Brian, who have now been working together over 10 years..

Brian Engler is the firm's Lottery Director is primarily responsible for managing all of the lottery contracts including all elements of affirmative marketing. Geoff Engler is primarily responsible for SEB's permitting and development portfolio including serving as project manager on all of SEB's own development projects.

Throughout our history, SEB has remained committed to focusing our business in the area of affordable housing, for ourselves, our partners, and our clients. SEB have managed over 1,000 contracts, yet the firm has retained its small size so we could be directly involved in working with our clients and continuing in many cases the long term relationships that we have developed over the past many years.

SEB & The 40B Process

Chapter 40B of M.G.L. was passed in 1969 and remains today as the single most productive vehicle for developing affordable housing units, whether rental or homeownership, in Massachusetts. Each 40B project involves a complex administrative and permitting process, from initial conception through permitting, construction and occupancy. There are a myriad of rules, regulations, guidelines, policies, preferred practices, strategies, negotiations and monitoring reviews which must be unequivocally understood in order to be successful.

SEB's role over the past many years has been to guide clients through the entirety of this process, often from beginning to end, or in some cases, for specific and discreet tasks. We have assisted over 100 developers and 20 communities engage in this process; we also undertake our own 40B developments as well. Our knowledge and experience has brought us to half the communities in Massachusetts (180+) in one fashion or another, permitting responsibilities, leading workshops, providing technical assistance or carrying out developments for our own portfolio. We have served on State-initiated task forces which have created affordable housing programs under 40B or modified existing 40B regulations/guidelines over time.

The various roles SEB has been asked to play in the development process include:

- Property specific analysis and evaluation
- Site control negotiations
- Preliminary site planning and concept origination
- Financial/pro forma analysis
- Assembling the development team
- Securing construction/permanent loans
- Application (site approval, comprehensive permit, etc.) preparations/submittals
- Leading public presentations/ZBA hearings
- Negotiations on final permits and review of regulatory agreements
- Expert witness at the Housing Appeals Committee
- Lottery agent / Affordable housing administrator
- Acquisition and due diligence assistance of existing 40B developments

Representative Sample of Projects



The Terraces
Newton
Developer
48 for-sale units



Charles River Landing
Needham
Permitting
350 rental units



Chrysler Apartments
(Currently Avalon Natick)
Natick
Permitting
543 rental units



Ink Block
Boston
Lottery Agent
392 Rental & for-sale units



Greendale Village
Needham
Developer
20 for-sale units

SEB Contact Information

SEB, LLC
165 Chestnut Hill Avenue, Unit #2
Brighton, MA 02135
(617) 782-2300
www.s-e-b.com

Brian Engler
Lottery Director / VP
(617) 782-2300 x203
brian@s-e-b.com

Bob Engler
President
(617) 782-2300 x201
Bob@s-e-b.com

Geoff Engler
Vice President
(617) 782-2300 x202
genkler@s-e-b.com



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CUBE 3 STUDIO RESIDENTIAL PORTFOLIO



Brian P. O'Connor - AIA

Partner

360 Merrimack Street

Building 5 - Floor 3

Lawrence, MA

e: boconnor@cube3studio.com

p: 978.989.9900



Designing your Vision

CUBE 3 Studio

Our Philosophy



Why CUBE 3 Studio?

Planning and Zoning Approvals: 15 Approved projects within the Boston Metro area in the last several years

Market- Rate Residential Experience: Over 6,000 residential units built or in construction. Over 20,000 residential units designed.

Master Planning: Wide range of experience including downtown center master planning, academic campus, corporate campus, healthcare campus, and neighborhood development

Student Housing: Experience including campus student housing, classroom and lab spaces, lounge, health and fitness areas, and office spaces.

Retail: Diverse portfolio of design work including lifestyle centers and regional malls

Corporate Experience: \$300 M of corporate construction designed by CUBE 3 Studio in the past four years

Mill Repositioning: Over 750,000 sf of mill repositioning in Lawrence, MA & Manchester, NH

Sustainability: \$800 M worth of construction completed under LEED, Energy Star, or EarthCraft rating systems



Philosophy

CUBE 3 Studio is a dynamic and responsive design firm with the vision and conviction to provide thoughtful design solutions. We embrace the vision of our clients, and deliver outstanding documentation on time – every time. Our commitment and dedication to our work ensures that we will deliver the best design value and overall working experience to our clients. While design excellence and innovation are the ultimate goals of our practice, integrity and reliability are the cornerstones on which we approach a wide range of architectural, interior design and planning challenges for our clients. We bring a developers mentality to each project and have a keen understanding of value driven design.

The Firm

Nicholas Middleton and Brian O'Connor, the founding partners, started the firm after working as a team at one of Boston's leading architectural and interior design firms in 2004. Each brings singular strengths to the firm while having a wide range of experience and a solid reputation for excellence. The firm has emerged as one of the fastest growing design firms in the United States being ranked by Inc. 500 | 5000 for the past four years and has established a national reputation as a powerful new design force. With complimentary talents and an extremely diverse staff, the firm is able to easily accommodate a wide range of needs, resulting in multi-dimensional practice that meets a diversity of needs.

A Proven Record

Working Experience

CUBE 3 Studio's has a staff above 55 employees that have extensive experience partnering with development teams to create cost effective, integrated design that accommodates both operations and aesthetic concerns. Most of our work requires close collaboration with Construction Management Teams, and we find this to be an invaluable tool in the smooth definition of project approach, cost estimating, and creating finished product that exceeds expectations.

Project Management

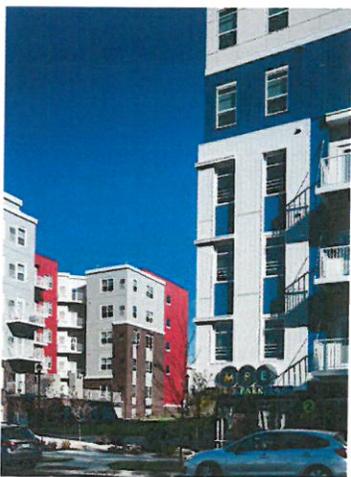
While every client is unique, our experience with many Fortune 500 companies has allowed us to create a flexible and effective project delivery process that can accommodate challenging time and budget constraints. We utilize a wide variety of project management tools that allow us to coordinate and disseminate information in an efficient manner. These tools can be easily customized to form a consolidated and consistent project record.

Project Delivery

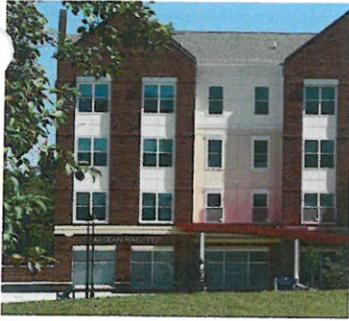
A significant focus of our company is attention to detail. This simple idea is manifested in the meticulous manner in which project documents are reviewed in our office. Our commitment to accurate communication and the delivery of quality project documents has allowed us to successfully deliver all projects. We have extensive experience in handling fast track projects from both a management and production standpoint and are able to smoothly coordinate our efforts with a construction team.

Team Coordination

CUBE 3 Studio puts great emphasis on fostering strong professional relationships with consultants to facilitate project management and coordination efforts. These long-term relationships allow us to continually improve our design process and provide excellent results for our clients.



Where We Excel



Architecture

Innovative thinking, design creativity, and uncompromising attention to detail allow us to create buildings and interior spaces that have lasting value. Our highly evolved process leads to design solutions that improve quality of life and are firmly grounded in economic reality. By partnering with our clients, we are able to provide customized design services that consistently exceed expectations. We work with developers to create a unique brand reflective of the project goals and appropriate for the context of each individual project and client.



Interiors

Our dynamic interior environments are designed to provide comfortable, vibrant and cost-efficient spaces that do not compromise on quality. An open design process and clear communication allows us to respond directly to client goals, finding unique solutions that stand the test of time. Our interior design process is fully integrated with the overall planning and architectural design of each project to ensure that a consistent design language is carried inside and out.



Planning

Effectively shaping the future development of our cities, towns, and communities requires the ability to define clear goals, so that solutions not only enrich the quality of life, but also provide far reaching social and economic benefits. Our planning approach is based on rigorous site analysis, sensitivity to the project

context, and a keen awareness of our environmental responsibility. We strive to build consensus and provide solutions that are bold and achievable. Whether a standalone building or an entire neighborhood development, we weave the new with the old to enhance the community as a whole and bring vibrancy to those who experience their built surroundings.

CUBE 3 Studio is a fully integrated Architecture, Interiors and Planning firm with a wide variety of in-house capabilities. Our talented staff offers a unique blend of market specialists, technical experts, innovative thinkers, and problem solvers. Through this collaboration we are able to offer the following design services:

Design Services

- Programming
- Comparative site analysis
- Urban design
- Interior design
- BIM Integration
- Code review and analysis
- 3D and animation
- Presentation graphics
- Graphic & signage design
- Conceptual planning
- Master planning
- Architectural design
- LEED certification
- Web development
- Fit plans
- Furniture selection
- Workplace standard

How We Do It

Quality of our work

We take great pride in all that we do and our reputation is based on the quality of our work. This is the result of dedicated project management, clear design process and intensive quality control.

Quality in design and construction

All documentation is reviewed by senior members of staff that have not been involved in the creation of the documentation. This process further enhances the quality of the product and protects not only the design team, but the owner from oversights and coordination issues during construction.

Clear communication

Success of a project is inherently measured by the team's ability to communicate effectively. This essential component, combined with our highly evolved design process, brings development, design and construction together into a cohesive team with a common goal.

Sustainable Design

The environmental impact that we make on our communities is important to us and we are constantly working to ensure that our building layouts, selected building products, and mechanical systems make as little negative impact as possible. 90% of all CUBE 3 Studio projects are involved in dedicated sustainability initiatives and all of our projects benefit from our in-house practices centered on sustainable design.

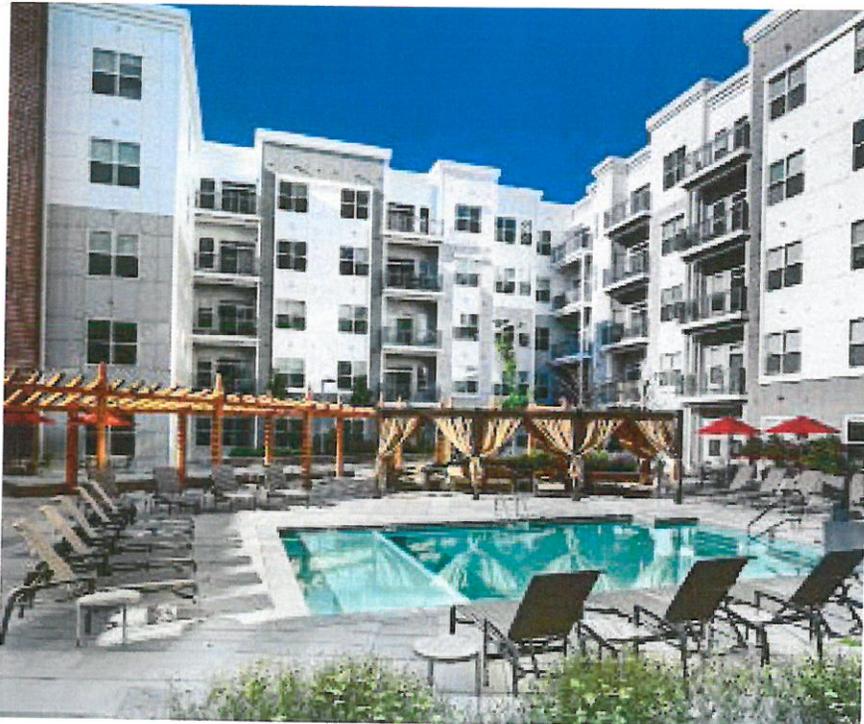
Our practices were recently recognized when CUBE 3 Studio was nationally selected through an intensive interview process from 100 architectural firms and was filmed by the United States Media Television Productions for a "Business Day" special on sustainable development. The presentation was featured on the "Greening the Globe Series" which has been broadcasted on CNN, Fox Business Network and in 15 other local markets highlighting CUBE 3 Studio's dedication to Sustainable design.



*Market Sector:
Residential*



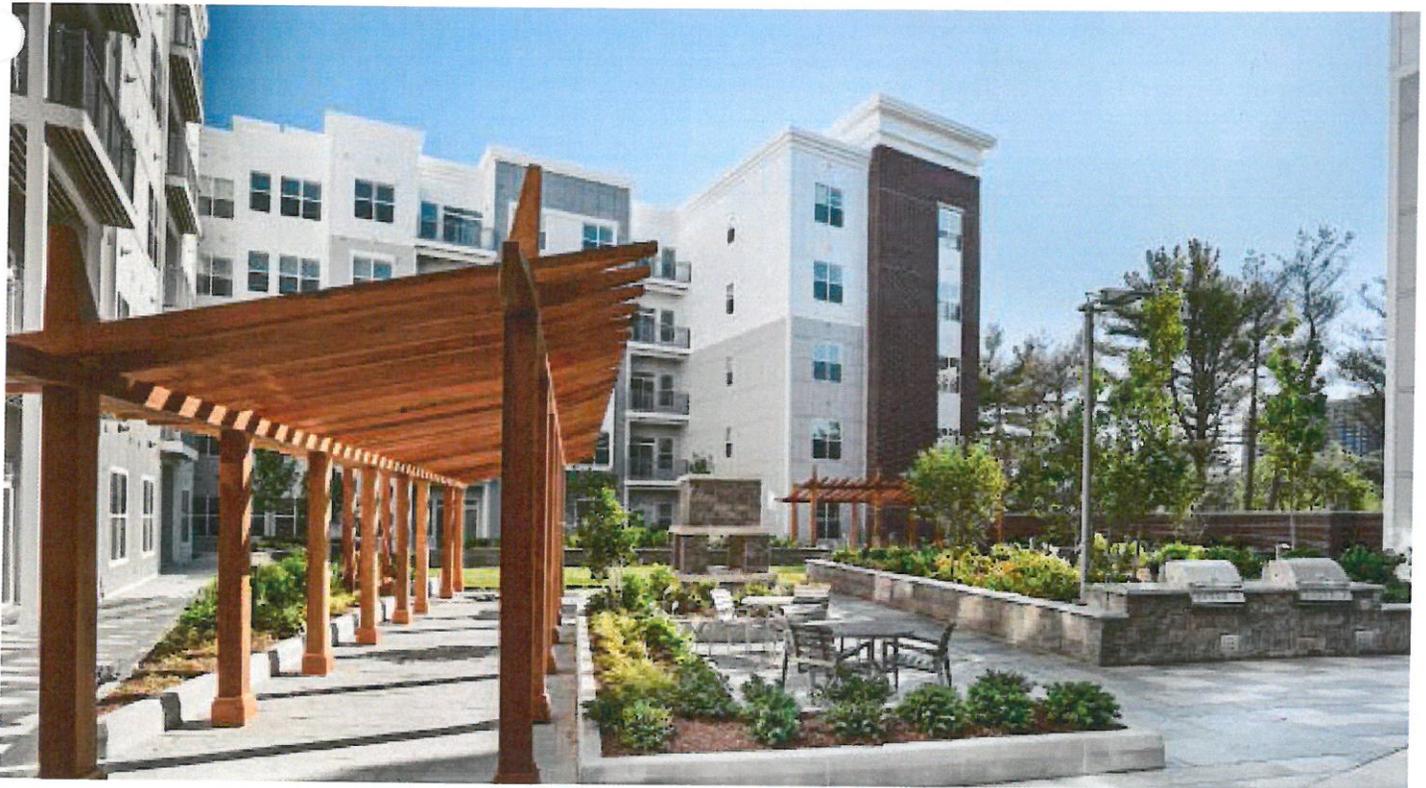
atMark Cambridge, MA



Project Facts:

- Creation of new urban street edge to reconnect community and establish pedestrian routes
- Integrated urban design strategy for community creates new public streets and reconnects neighborhood areas that had been isolated
- Direct public access points on Fawcett Street to activate edge and create life and vitality
- First residential development in industrial area
- Transit Oriented development
- 429 Units with below grade parking in two buildings
- Large central clubhouse with connections to primary courtyard areas

Gross Square Feet: 590,295 SF





Residences at Alewife Station Cambridge, MA



Project Facts:

Acting as a gateway to Cambridge, this community is centrally located on the Concord Turnpike.

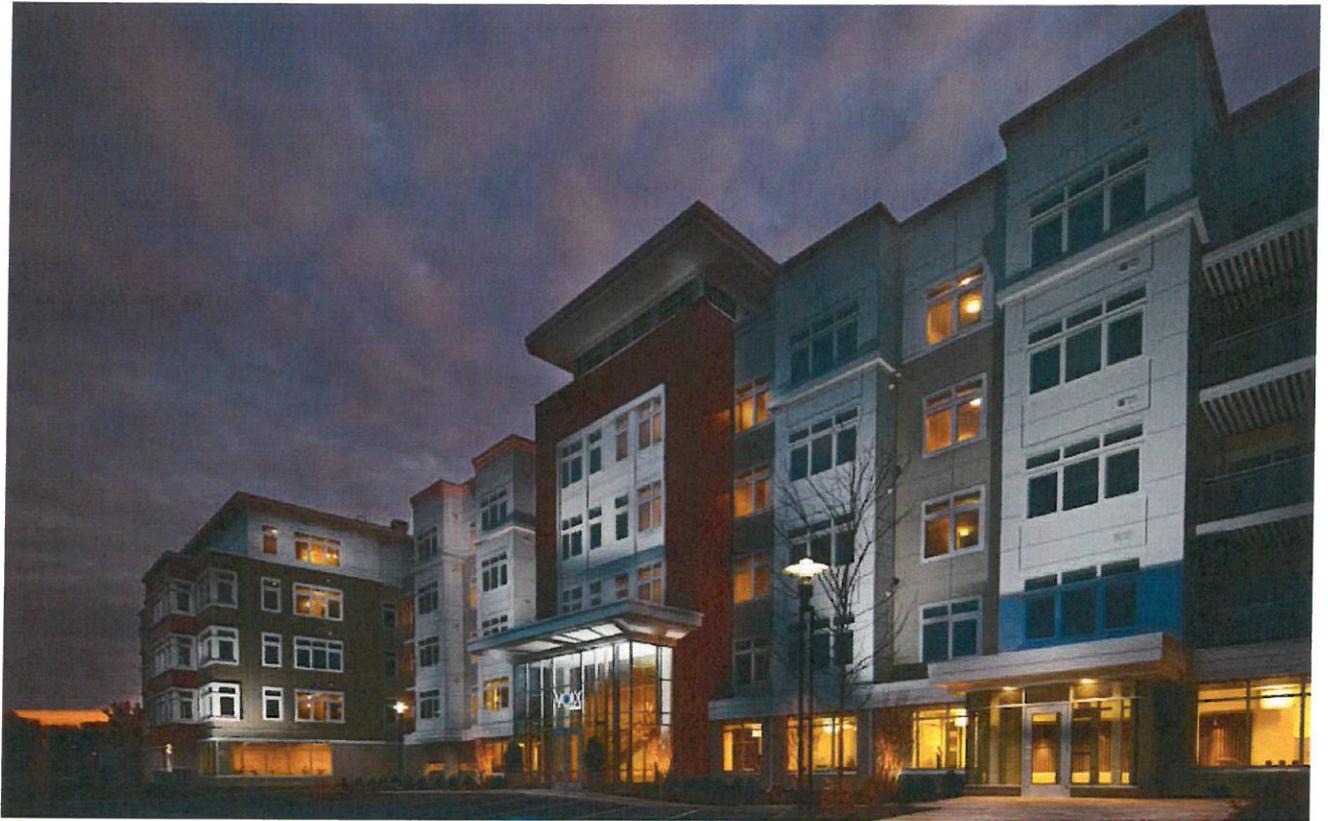
Early conceptual studies had strong involvement from the public to better represent Cambridge according to its residents.

Extensive design and integration with the community were adhered to through feedback from planning board meetings.

- 248 Units

- 4 floor stick frame construction over podium parking at grade

Gross Square Feet: 335,500 SF





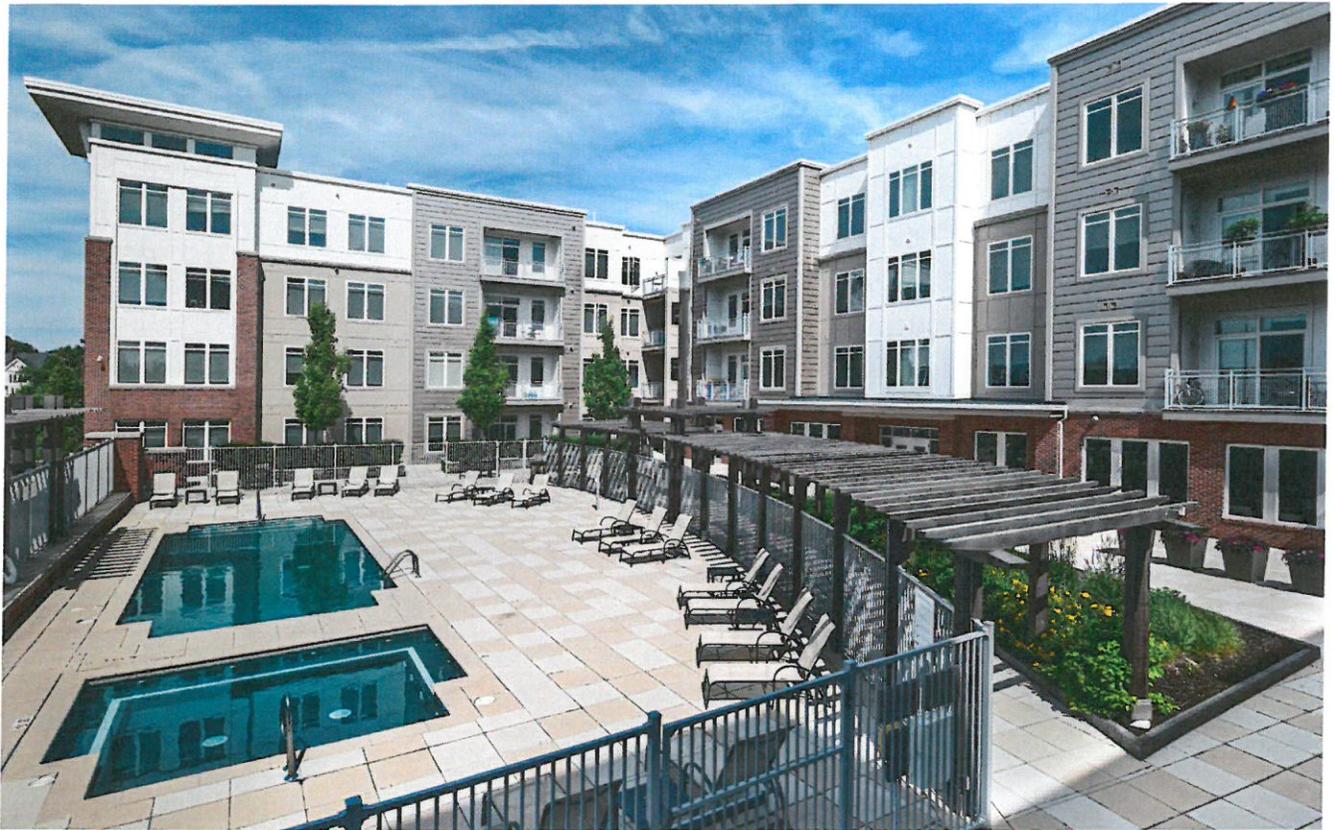
The Residences at River's Edge Medford, MA

Project Facts:

- Transit Oriented Development with proximity to Wellington station
- Integrated riverfront pedestrian network and coordination with broader mixed use Development
- Four floors of residential units
- 220 Units
- Below grade podium parking

Gross Square Feet: 250,000 SF







CambridgePark Residential

Cambridge, MA

Project Facts:

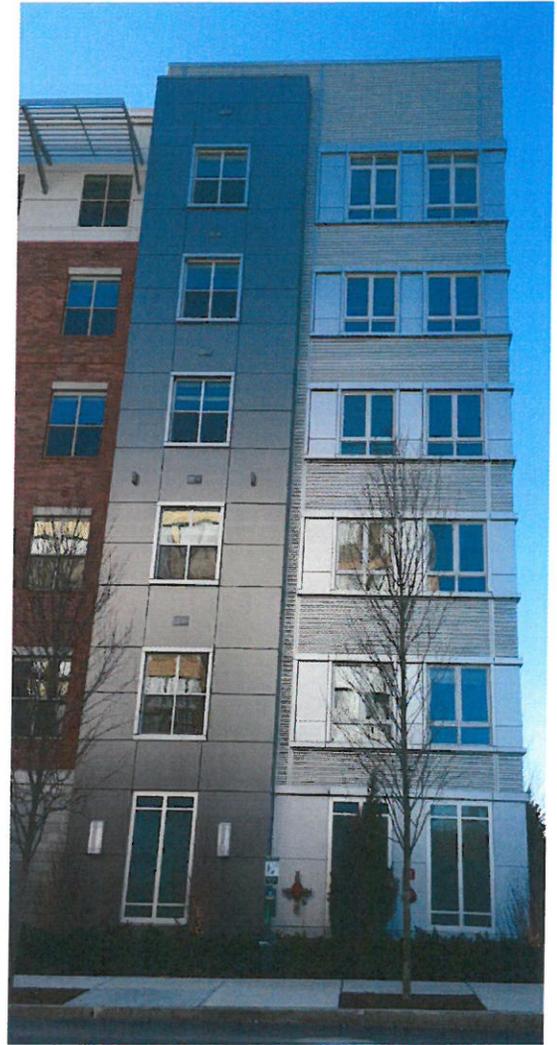
CUBE 3 Studio developed a six-story multi-family residential building located on CambridgePark Drive near the Alewife MBTA Station in Cambridge, MA in partnership with the Hanover Company. The 398 luxury apartments are built over a concrete podium shared parking garage that replaced an existing surface parking lot and has been designed to activate CambridgePark Drive. The project also consists of a large public plaza area that provides an active public space for pedestrians and bicyclists away from the street edge including graceful landscaped areas, public seating and open gathering space.

- 398 Units

Gross Square Feet: 546,900 SF



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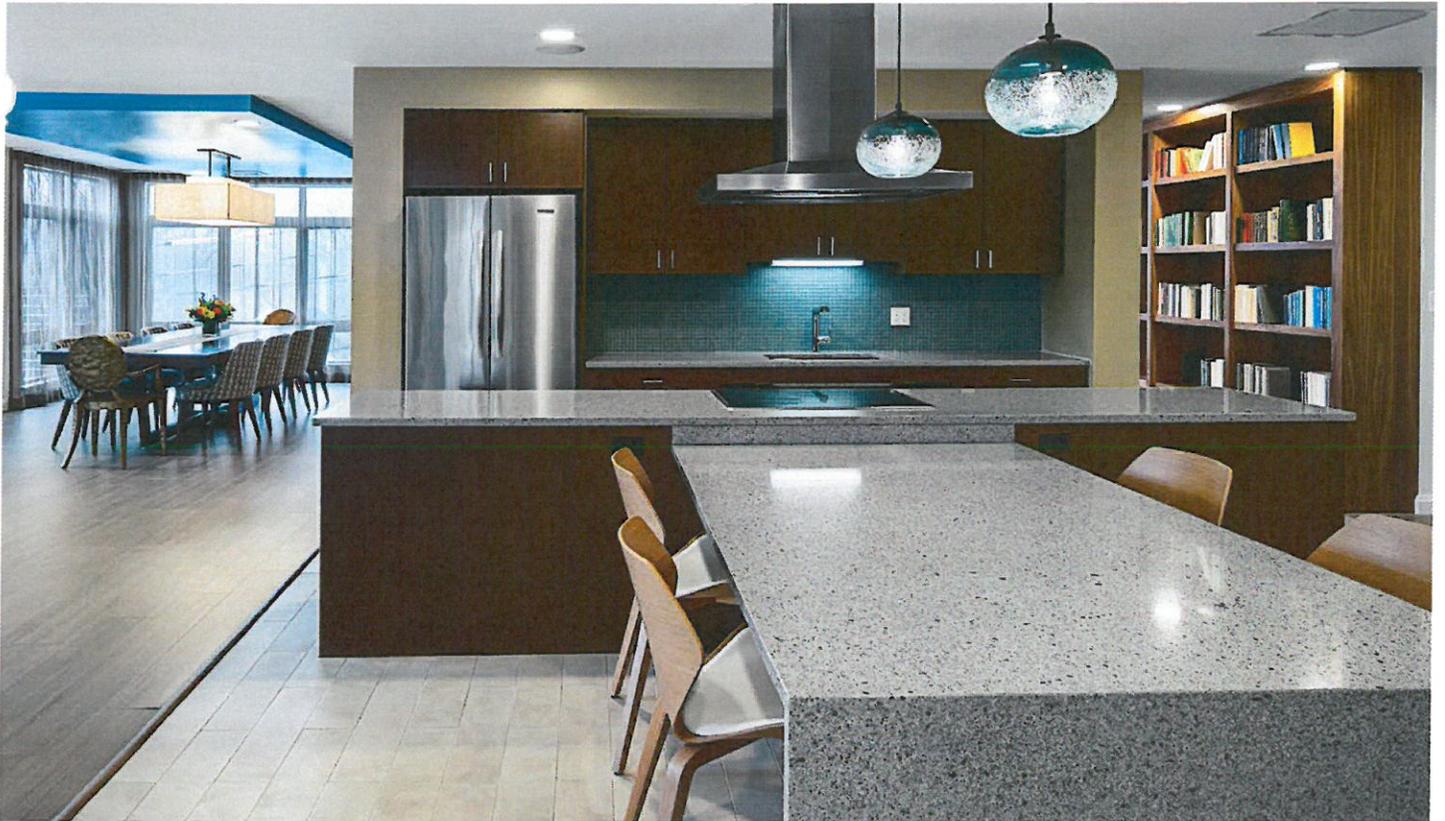
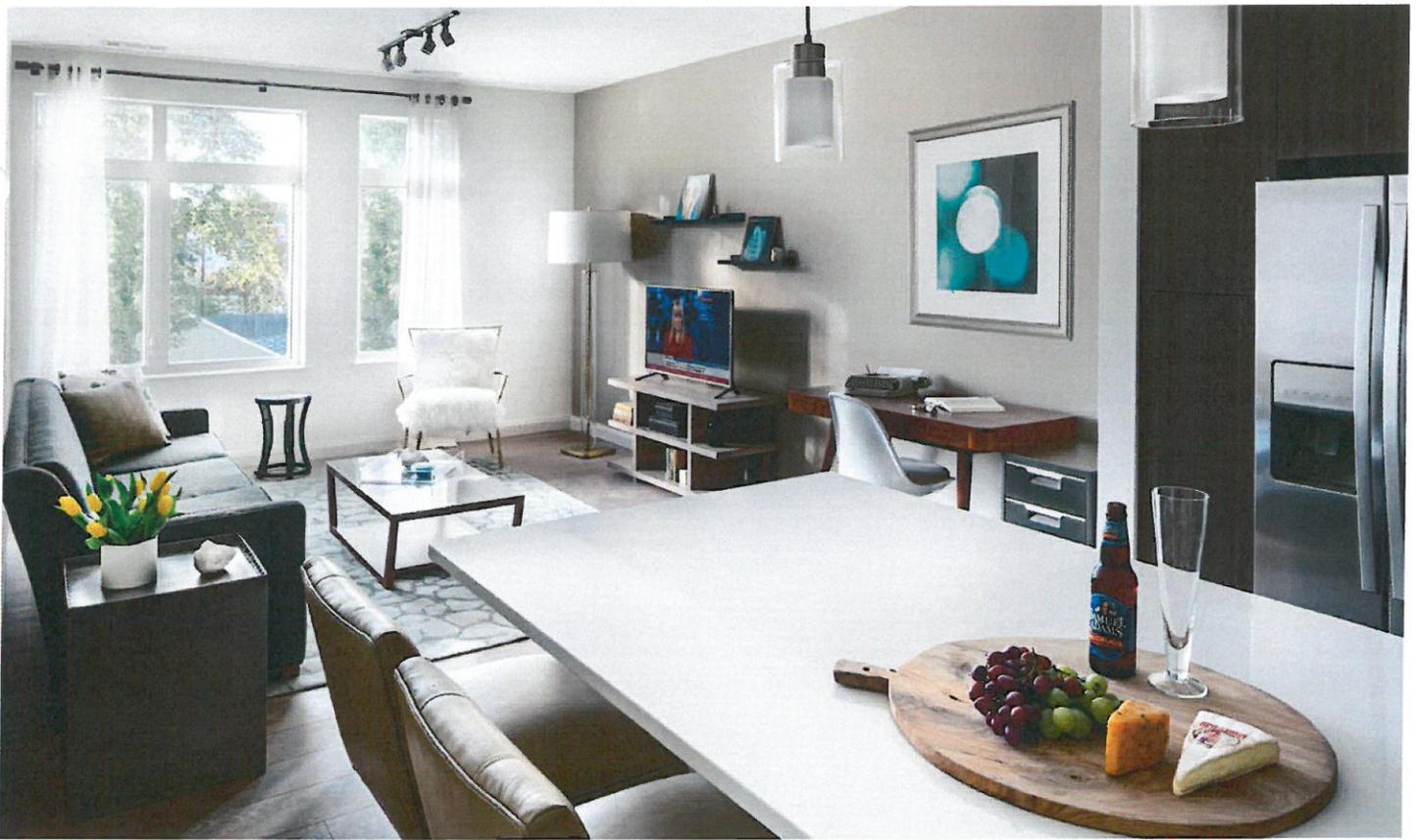
Currents on the Charles *Waltham, MA*

Project Facts:

- With significant street frontage and prominent corner location this development effectively connections two primary pedestrian routes at the Charles River
- Complex grading challenges and 2 levels of podium parking
- Riverfront 3 floor clubhouse
- Four floors / 200 units / 400 parking spaces
321,000 GSF



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Riverbend on the Charles Watertown, MA

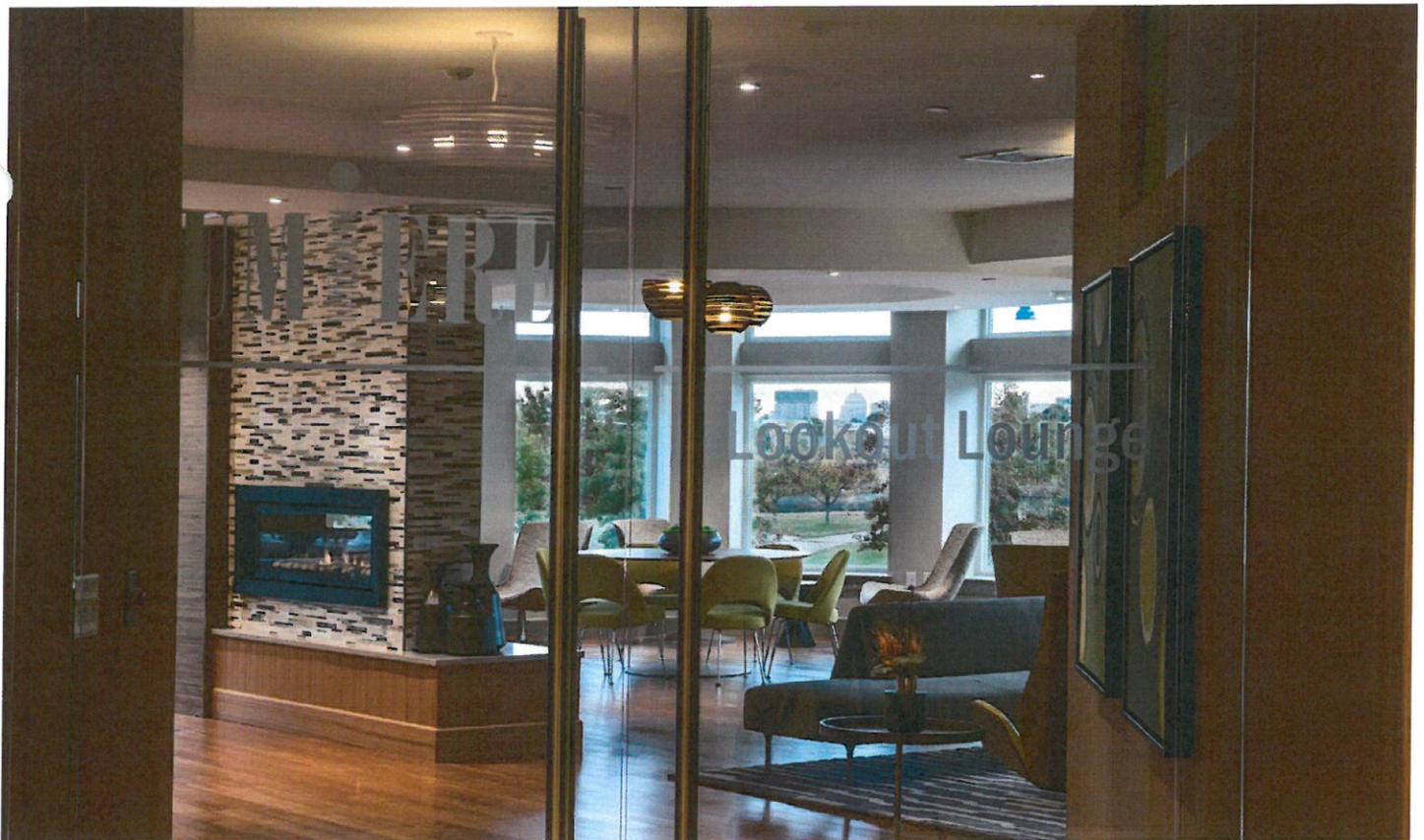
Project Facts:

- A major part of the Pleasant Street Corridor District,
- Purpose was to encourage the best use of the PSCD, physically, economically, socially as well as the best interests of the Town
- Mixed-use development with retail that defines the character of the street and connects to existing pedestrian and bicycle routes
- 170 units in (2) five floor buildings

Gross Square Feet: 220,000 SF





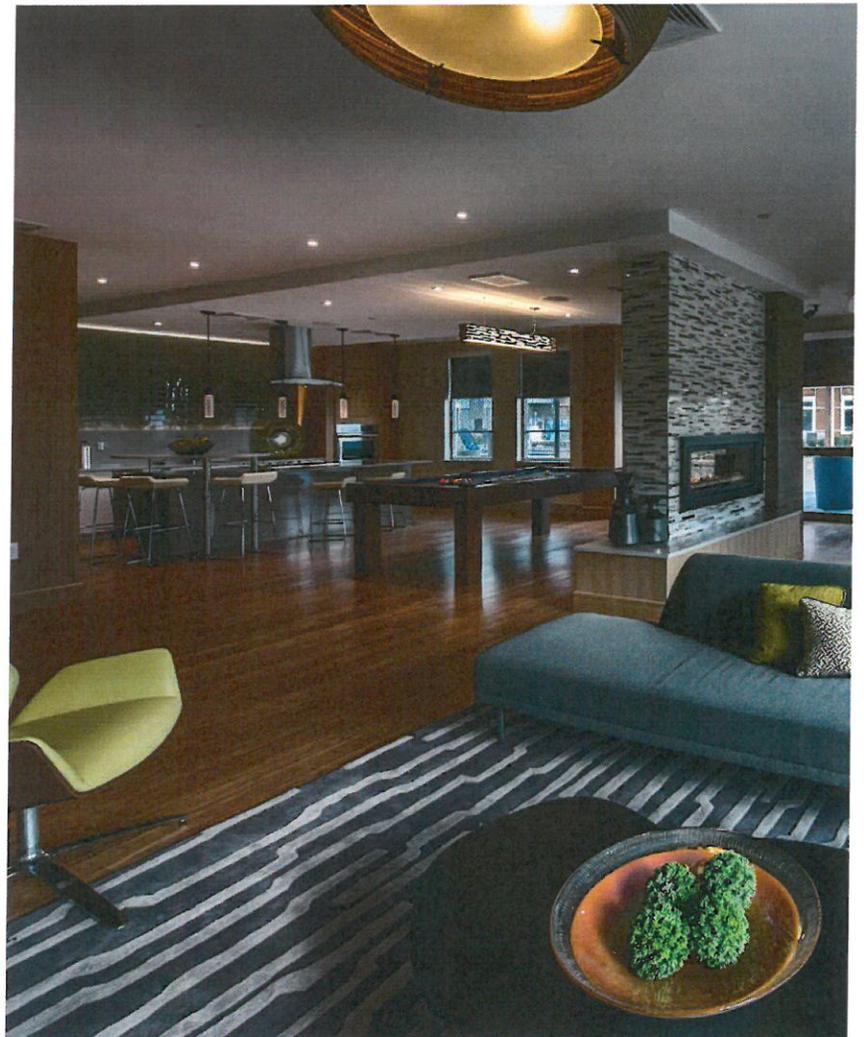


Lumiere Medford, MA

Project Facts:

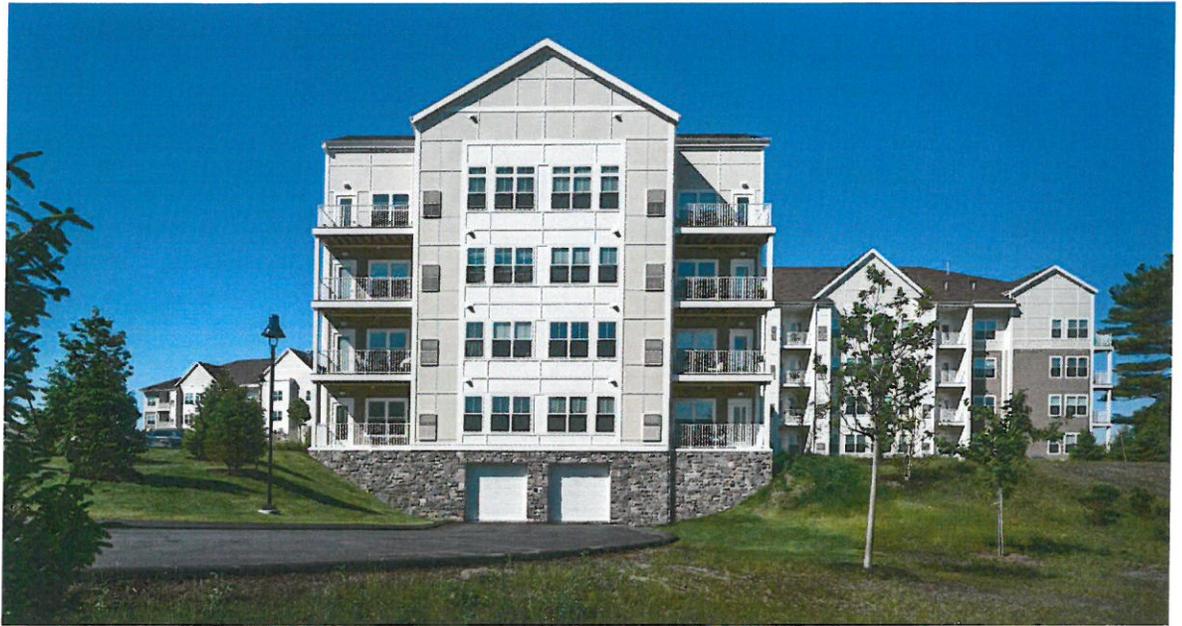
- Strong Connection to Metro Station
- Pedestrian street edge establishes residential and park feel to site
- Connection to existing residential development for sense of community
- Direct Access to courtyards
- Anticipated date of completion: Dec. 2014

Gross Square Feet: 546,900 SF



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Arborpoint at Market Street Lynnfield, MA

Project Facts:

- Four-phase project
- Separate clubhouse located at the center of the development
- 180 Units in three buildings

Gross Square Feet: 275,000







River's Edge II Medford, MA

Project Facts:

- Four story construction over podium parking garage
- Ground floor Retail, Restuarant, and Clubhouse accommodations
- 282 Units
- 1042 parking spaces provided between podium covered parking, garage over podium, and surface spaces

Gross Square Feet: 693,978 SF





Marina Bay Quincy, MA

Project Facts:

- 2 Residential Buildings on the Waterfront
- 352 Luxury Residential Units
- 17,000sf of Retail
- 520 Below Grade Parking





The Tremont Burlington, MA

Project Facts:

- Four floors of wood construction slab on grade
- 180 Units
- 311 residential parking spaces provided - surface & standalone garage

Gross Square Feet: 212,514 SF





Arsenal Street Residential

Watertown, MA



Project Facts:

- Four floors of wood construction with wrapped parking garage
- 296 Units
- 519 parking spaces provided

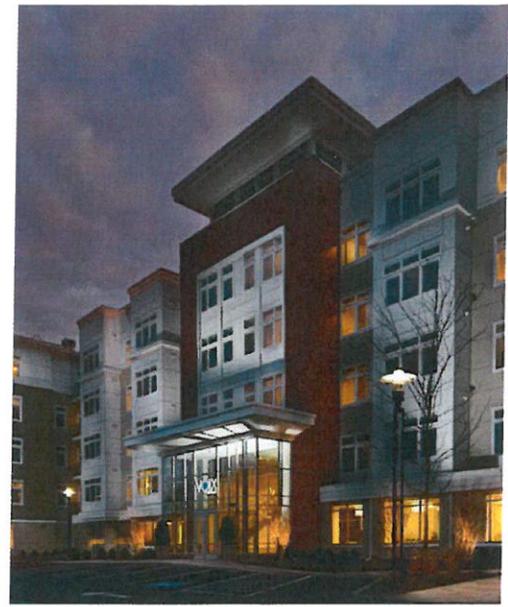
Gross Square Feet: 523,171 SF



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Designing your Vision

J.F. Hennessy Co.

Civil Engineers & Land Surveyors

P.O. Box 909 Brookline, Massachusetts 02446

Phone (617) 566-3860 Fax (617) 566-3752

22 December 2015

Mr. Robert S. Roth
Roth Family LLC
172 Dean Road
Brookline, MA 02445
Via Email: rroth@capitolcoveri.com

REFERENCE: JF Hennessy Company Professional Qualifications for
Chapter 40B Project in Brookline, Mass.

Dear Mr. Roth

In response to your request we offer below a summary of our qualifications to perform site engineering on this type of project. Please note that in this project we anticipate that JF Hennessy Co. will work jointly with our corporate affiliate Schofield Brothers LLC of Framingham. Schofield has recent experience on a 40B project, and also offers a wider range of engineering services.

Very truly yours,
J.F. Hennessy Co.
A Division of Digital Geographic Technologies, Inc.

Michael A. Clifford, PLS



INTRODUCTION

J. F. Hennessy Co. is a division of Digital Geographic Technologies, Inc. (DGT) a multi-disciplined consulting firm offering civil engineering and land surveying services. In 1922, John F. Hennessy, P.E., R.L.S., a civil engineering graduate of MIT, started his private practice in Brookline, Mass. The firm was incorporated in 1953 as the M. E. Hennessy Co., as an outgrowth of the landscape construction company founded in Brookline by Mr. Hennessy's father. Through two changes in ownership since Mr. Hennessy's retirement in 1984 the JF Hennessy Company has been continuous operation offering land development services in Brookline and surrounding communities.

In this project the Hennessy Co. will work collaboratively with **Schofield Brothers LLC**, also a division of DGT. Schofield Brothers is a multidisciplinary civil engineering, land surveying, and land-planning firm located in Framingham, Massachusetts. Founded in 1937, Schofield Brothers continues a tradition of providing client-centered, quality professional services in the 495/MetroWest Corridor cities and towns and beyond. Presently the staff includes land surveyors, civil engineers, wetland specialists, soil evaluators, and Title 5 system inspectors.

The combined enterprise of Hennessy Co., Schofield Brothers and DGT share resources, including a total professional and technical staff of 33 persons, across four offices in Massachusetts.

REPRESENTATIVE PROJECTS AND REFERENCES – JF HENNESSY CO.

Project: 150 Chestnut Hill Avenue, Brighton, MA
Description: Market-rate residential building consisting of two bedroom, two bathroom apartments.
Client: Brookline Development Corp. - Jeff Feuerman – Tel: (617) 733-4488

Project: 145 Clyde Street, Brookline, MA
Description: Private residence.
Client: Adolfo Perez, Architect, Newton, Mass. - Tel: (617) 527-7442

Project: 32 Derne Street, Boston, MA
Description: Conversion of former academic building
Market-rate residential building consisting of two bedroom, two bathroom apartments.
Client: Brookline Development Corp. - Jeff Feuerman – Tel: (617) 733-4488



REPRESENTATIVE PROJECTS AND REFERENCES – SCHOFIELD BROTHERS

1. Commonwealth Residences, Wayland MA (2006 - 2010)

40B Project: Apartment Building consisting of 52 units

Schofield Responsibilities Included:

Site/Civil Planning, engineering and design, site topographic survey, wetlands resource Area delineation, on-site sewage treatment and disposal system design, site utilities and stormwater management design, erosion control planning, wetlands Notice of Intent and environmental permitting.

Contact: Commonwealth Partners, LLC, John O'Connor – Tel: 781-893-3000

2. Dudley Brook Preserve, Sudbury MA (2013 to present)

Senior Residential Community consisting of 26 homes.

Schofield Responsibilities Included:

Site/Civil Planning, engineering and design, site topographic survey, wetlands resource Area delineation, on-site sewage treatment and disposal system design, site utilities and stormwater management design, erosion control planning, wetlands Notice of Intent and environmental permitting, condominium documents.

Contact: The Green Company, David Caligaris – Tel: 617-969-0020

3. Estabrook Elementary School, Lexington MA (2011 to present)

Construction of a new Elementary School and related site improvements including new athletic fields and play areas, parking and driveways.

Schofield Responsibilities Included:

Site/Civil Engineering and design, wetlands resource area delineation, vehicular paving design, site utilities and stormwater management design, Stormwater Pollution Prevention Plan (NPDES compliance), erosion control planning, wetlands Notice of Intent and environmental permitting, and civil construction monitoring.

Contact: DiNisco Design Partnership, Ltd., Ken DiNisco - Tel: 617-426-2858

4. Angier Elementary School, Newton MA (2012 to present)

Construction of a new Elementary School and related site improvements including new and play areas, parking and driveways.

Schofield Responsibilities Included:

Site/Civil Engineering and design, vehicular paving design, site utilities and stormwater management design, erosion control planning, and civil construction monitoring.

Contact: DiNisco Design Partnership, Ltd., Ken DiNisco - Tel: 617-426-2858

5. Peabody Middle School, Peabody MA (2011 to present)

Construction of a new Middle School and related site improvements including new athletic fields, parking areas, and driveways.

Schofield Responsibilities Included:

Site/Civil Engineering and design, wetlands resource area delineation, vehicular paving design, site utilities and stormwater management design, erosion control planning, wetlands Notice of Intent and environmental permitting, and civil construction monitoring.

Contact: DiNisco Design Partnership, Ltd., Ken DiNisco - Tel: 617-426-2858

KEY PERSON RESUMES

Bert Corey, P.E. - Head of Engineering Department

PROFESSIONAL EXPERIENCE

Mr. Corey has been with Schofield Brothers since 2001. His previous work experience included both facilities engineering and management. Mr. Corey has been involved in a wide range of projects including civil engineering site planning for commercial and industrial developments, roadway design, residential subdivisions plans, sewer, drainage and stormwater management, subsurface sewage disposal system designs and evaluations, soil testing and site/property evaluations. Mr. Corey's primary responsibilities include project design, permitting, and project management.

EDUCATION

University of Lowell – B.S. in Civil Engineering, 1989

Worcester Polytechnic Institute - M.S. in Environmental Engineering, 1997

PROFESSIONAL REGISTRATION

Registered Professional Engineer, Massachusetts (Reg. No. 48423)

CERTIFICATIONS

Approved Soil Evaluator, Massachusetts (SE 2771)

Approved Title 5 System Inspector, Massachusetts (SI 4370)

FREDRIC W. KING, P.E. - Senior Project Manager, Senior Project Engineer, Senior Wetland Specialist

PROFESSIONAL EXPERIENCE

Mr. King is a senior project manager / engineer and wetlands specialist for Schofield Brothers who has been with the firm since 1984. Formerly, he held the positions of Conservation Assistant, Environmental Director, and Conservation Administrator for the town conservation commissions of Acton, Billerica, and Wayland, respectively. Mr. King manages and is senior engineer in a wide range of projects including civil engineering site



planning for commercial and industrial developments, roadway design, residential subdivisions plans, sewer, stormwater management systems, subsurface sewage disposal system designs and evaluations, project permitting, soil testing and site evaluations and LEED Sustainable Site Design. Mr. King also conducts peer reviews of projects for various local permitting agencies. As the senior environmental planner and wetland specialist, Mr. King's manages the environmental staff at Schofield and his responsibilities include delineation of wetland boundaries, preparation of Notices of Intent under Massachusetts Wetlands Protection Act and applications for other environmental permitting, presentations of projects before town boards and state agencies, design of erosion and sediment control, wetland replication plans, stormwater design and impact analysis, and inspections, supervision, and certification of wetland replications and erosion control installations on construction projects. Together with his work for conservation commissions, Mr. King has forty years of experience in the wetland service area. He is currently chair of the Maynard Conservation Commission.

EDUCATION

University of Lowell - B.S. in Civil Engineering Technology, 1987
University of Massachusetts - B.S. in Forest Management, 1974

PROFESSIONAL REGISTRATION

Registered Professional Engineer, Massachusetts (Reg. No. 38089)

PROFESSIONAL AFFILIATIONS

Massachusetts Association of Conservation Commissions
International Erosion Control Association

CERTIFICATIONS

LEED Accredited Professional
Certified Septic System Inspector, Massachusetts (1995)
Approved Soil Evaluator, Massachusetts (1995)
DEP Certificate: Advanced Stormwater Review (2002)
U. Mass: Hydric Soils Identification

Michael A. Clifford, PLS – DGT Principal - Surveyor-in-Charge

Michael A. Clifford, PLS
Principal-in-Charge of Survey Group

PROFESSIONAL EXPERIENCE

Mr. Clifford is a founder of DGT and leads Land Surveying operations for DGT and JF Hennessy Co. He has worked as a survey professional for over 30 years, with a particular focus on urban development and infrastructure projects in Greater Boston. Mr. Clifford's land surveying experience includes boundary retracement, Land Court surveys, easement locations, topographic mapping, historic harbor line (Ch. 91) mapping, and subsurface utility mapping. His construction survey experience includes layout and as-built surveys for high-



rise buildings, railroads, roadways, bridges, and tunnels.

PROFESSIONAL EXPERIENCE IN BROOKLINE

Throughout his career Mr. Clifford has been active in land surveying in the Town of Brookline. This experience includes a student co-op term with the Brookline Public Works Engineering Department, employment with the JF Hennessy Co. between 1984-1991, and supervision of numerous survey projects throughout the town since his acquisition of the Hennessy Co. in 2006.

EDUCATION

Northeastern University, Boston MA - B. Sc. in Civil Engineering, 1983

PROFESSIONAL REGISTRATIONS

Licensed Professional Land Surveyor in Massachusetts and Rhode Island

PUBLISHED ARTICLES

“Subsurface Utility Engineering: a Service Provider’s View of Current Practice”
Damage Prevention Professional Magazine – Summer 2012.
Co-written with Michael A. Twohig, Surface Search International

“New Technologies for 3D Surveying of Existing Conditions for Civil Design and BIM Development”
Boston Society of Civil Engineers (BSCE) Newsletter – March 2012.



EVIDENCE OF MUNICIPAL CONTACT

This note will serve as evidence that the applicant, Roth Family, LLC, accompanied by its development consultant, Robert Engler of SEB, LLC, met with the staff members from the Town of Brookline Planning Department on November 16th at 10am. Those in attendance from the Town of Brookline included Polly Selkoe and Virginia Bullock; the developer's intent for this project was discussed and the preliminary drawings were presented for review.

Clearly, the staff was aware that a 30 day comment period would be granted by MassHousing for a more detailed review in order to provide comments to MassHousing to aid in their deliberations prior to the issuance of a Site Approval letter.

Robert Engler
Consultant to Roth Family, LLC



January 22, 2016

Kenneth Goldstein - Chairman
Brookline Board of Selectmen
333 Washington Street
Brookline, MA 02445

*Re: Notice of Application for Chapter 40B Site Eligibility Letter – MassHousing NEF
Project: 40 Centre Street/Coolidge Corner
Applicant: Roth Family, LLC*

Dear Chairman Goldstein & members of the Board of Selectmen:

SEB, LLC is representing Roth Family, LLC for the purpose of developing a 45 unit rental development at 40 Centre Street in Coolidge Corner – a project which was briefly introduced to Polly Selkoe and Virginia Bullock on November 16th. In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to provide notification to the Town of Brookline that a request for a Site Approval Letter (or “Project Eligibility Letter”) has been made by the Applicant to MassHousing under the New England Fund Program. I have included with this notice a copy of the Site Eligibility Application that was submitted to MassHousing. MassHousing will contact you in short order and provide you with a time frame within which to offer comments on this proposal.

We look forward to discussing this project again, should you need further information. We will be formally presenting this application to the Zoning Board of Appeals following receipt of a Site Eligibility letter from MassHousing.

Sincerely,

Robert Engler
Consultant to Roth Family, LLC



January 22, 2016

Ms. Catherine Racer, Associate Director
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA. 02114

*Re: Notice of Application for Chapter 40B Site Eligibility Letter – MassHousing NEF
Project: 40 Centre Street Brookline, MA*

Dear Kate:

SEB is representing the applicant, Roth Family LLC, for the purpose of developing a 45 unit ental development on Centre Street in the Coolidge Corner section of Brookline. In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to notify the Department that a request for site approval letter has been made by the applicant to MassHousing under the New England Fund Program.

According to the Rules of the Housing Appeals Committee, MassHousing cannot issue a site approval letter until at least 30 days has elapsed from the time of notification to the Brookline Board of Selectmen. Shortly after that time period, we are hopeful that MassHousing will issue a site approval letter so that the applicant can file a comprehensive permit application with the Brookline Zoning Board of Appeals. Any comments received from the Town will be considered by MHP during this 30-day comment period.

We will notify you when the site approval letter is issued. In the interim, please contact me directly should you have any questions.

Sincerely,

Robert Engler

cc: Town of Brookline

Robert Roth of Roth Family LLC, the applicant and Buyer of the site, under the attached Purchase & sale Agreement (Tab 15), will be creating 40 Centre St LLC, the development entity and at the present time, there is no W-9 or Certificate of Organization for this to-be-formed entity

DEVELOPER'S
ACKNOWLEDGMENT OF OBLIGATIONS

[Rental]

*For Comprehensive Permit Projects in Which Funding is Provided
Through Other than a State Entity*

Cost Examination
and
Limitation on Profits and Distribution Requirements

The undersigned, ROBERT ROTH, ^{MANAGER FOR ROTH FAMILY LLC} ("Developer"), in accordance with requirements for Project Eligibility of Comprehensive Permit Projects found at 760 CMR 56.04(4), hereby acknowledges its commitment and obligation to comply with requirements for cost examination under pains and penalties of perjury, and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in Sections 7 and 21 of a Regulatory Agreement by and between Developer and the Massachusetts Housing Finance Agency acting as Subsidizing Agency as defined under the provisions of 760 CMR 56.02 (the "Subsidizing Agency").

The undersigned Developer further acknowledges that will be required to provide financial surety by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the examined Cost Certification as required by 760 CMR 56.04(8) and Section 21 of the Regulatory Agreement, or (ii) pay over to the Subsidizing Agency or the Municipality any funds in excess of the limitations on profits and distributions from capital sources as required by 760 CMR 56.04(8), and as set forth in Section 7(h) of the Regulatory Agreement.

Executed as a sealed instrument this 28 day of Dec, 2015.

[DEVELOPER]

By: 
Its: MANAGER, ROTH FAMILY LLC