



# Hampton Court

MassHousing

Comprehensive Permit Project Eligibility Letter Application

Chestnut Hill Realty

April 23, 2018



Chestnut Hill Realty



Stantec



## Chestnut Hill Realty

April 23, 2018

Mr. Gregory Watson  
Manager of Comprehensive Permit Program  
MassHousing  
One Beacon Street  
Boston, MA 02108

Dear Greg,

Chestnut Hill Realty (CHR) is pleased to submit to MassHousing a Project Eligibility Letter Application for Hampton Court. Enclosed please find three copies of the application as well as the check to MassHousing for \$2,500 and the check to Massachusetts Housing Partnership for \$8,650.

Hampton Court has been designed to provide 123 units of multifamily, rental housing under the state's Comprehensive Permit program. The location is the site of an existing four story building at 1223 Beacon Street containing 70 apartments and a small amount of retail.

The front façade of the existing historic building will be maintained and the interior of the building will be upgraded and renovated to blend with the additional floors that will be added to the side and back of the building. 31 of the units will be available for residents who meet the 80% AMI guidelines. Although there will be an increase of 53 apartments in the building, 31 of the total units will be affordable. Also, 25 of the total apartments will be three bedroom units.

We feel that Hampton Court will serve as an excellent model for Smart Growth through Creative Infill, in that the proposed site is already covered with an apartment building and parking. The development will greatly expand mixed-income housing opportunities in the Coolidge Corner area. Public transportation is available at a nearby Green Line MBTA stop. The site is conveniently located in close proximity to recreational opportunities, retail, a library, schools and houses of worship.

In addition to utilizing existing public water, sewer, road and public transportation infrastructure, our proposed plan creates affordable housing in a location where there is none.

Detailed site, engineering, design and financial information are included in the Project Eligibility Letter application. If you have any questions or desire additional information, please do not hesitate to contact me.

Marc L. Levin  
President of Development and Construction

617-323-2100  
Management Offices  
Fax 617-323-8888

Box 67396, Chestnut Hill, MA 02467-0004  
chestnuthillrealty.com

617-323-8700  
Maintenance Services  
Fax 617-323-8889

# Contents

- 1. General Information.....4**
  - 1.1 Location Map.....6
  - 1.2 Tax Map .....6
  - 1.3 Directions.....7
- 2. Existing Conditions /Site Information.....8**
  - 2.1 Existing Conditions Plan.....12
  - 2.2 Aerial Photographs.....12
  - 2.3 Site/Context Photographs .....13
  - 2.4 Documentation Regarding Site Characteristics/Constraints .....17
  - 2.5 By-Right Site Plan .....20
- 3. Project Information.....21**
  - 3.1 Preliminary Site Layout Plan(s) .....24
  - 3.2 Graphic Representations of Project/Preliminary Architectural Plans.....26
  - 3.3 Narrative Description of Design Approach .....29
  - 3.4 Tabular Zoning Analysis.....30
  - 3.5 Completed Sustainable Development Principles Evaluation Assessment Form.....31
- 4. Site Control .....37**
  - 4.1 Evidence of Site Control.....39
- 5. Financial Information.....79**
  - Capital Budget .....79
  - 5.1 New England Fund Lender Letter of Interest.....87
  - 5.2 Market Rental Comparables .....88
- 6. Applicant Qualifications, Entity Information, and Certification.....89**
  - 6.1 Development Team Qualifications .....95
  - 6.2 Applicant Entity 40B Experience .....98
- 7. Notifications and Fees .....100**
  - 7.1 Prior Correspondence with Municipal Officials..... 102
  - 7.2 Evidence that Copy of Application was Sent to Town of Brookline ..... 103
  - 7.3 Copy of Notice of Application Sent to DHCD ..... 104
  - 7.4 Processing Fee ..... 105
  - 7.5 Check Made Payable to Massachusetts Housing Partnership..... 105
  - 7.6 W-9 ..... 106



## **Comprehensive Permit Site Approval Application/**Rental****

[www.masshousing.com](http://www.masshousing.com) | [www.masshousingrental.com](http://www.masshousingrental.com)

## 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](http://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](mailto: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.



# 1. General Information

## 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: Hampton Court

Municipality: Brookline

Address of Site: 1223 Beacon Street

Cross Street (if applicable): Saint Paul Street

Zip Code: 02446

Tax Parcel I.D. Number(s) (Map/Block/Lot): 26/124/04-06 and 26/124/07-01

Name of Proposed Development Entity (typically a single purpose entity): Hampton Court Beacon 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): Hampton Court Beacon LLC

Applicant's Web Address, if any: www.chestnuthillrealty.com

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: Related to Land Seller, Developer, and Property Manager

#### Primary Contact Information (required)

Name of Individual: Marc Levin

Relationship to Applicant: President of Development and Construction

Name of Company (if any): Chestnut Hill Realty

Street Address: 300 Independence Drive

City/Town/Zip: Chestnut Hill, MA 02467

Telephone (office and cell) and Email: 617-323-8801

#### Secondary Contact Information (required)

Name of Individual: Steve Schwartz

Relationship to Applicant: Attorney

Name of Company (if any): Goulston & Storrs

Street Address: 400 Atlantic Ave

City/Town/Zip: Boston, MA 02110

Telephone (office and cell) and Email: (617) 482-1776

**Additional Contact Information** *(optional)*

Name of Individual: \_\_\_\_\_

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: East Boston Savings Bank

**Anticipated Permanent Financing:** MassHousing \_\_\_\_\_ NEF Bank

If NEF Bank, Name of Bank: East Boston Savings Bank

Total Number of Units 123 # Affordable Units 31 # Market Rate Units 92

Age Restricted? Yes/No No If Yes, 55+ or 62+? \_\_\_\_\_

**Brief Project Description (150 words or less):**

Hampton Court is an existing four-story apartment building at 1223 Beacon Street near Coolidge Corner in Brookline containing 70 apartments and 6 retail spaces. Parking for the current residents is behind the building. The building was built in 1900 and was originally a hotel.

The building will be modified with a new addition to the rear, as shown in the preliminary architectural plans included in Section 3 and the plan set. The building is proposed to be between 9 and 11 stories. The new development will also include 71 garage parking spaces, 8 surface parking spaces, as well as amenity and office space. The development will include 8 studios, 38 one-bedroom, 52 two-bedroom and 25 three-bedroom apartments. The historic red brick exterior of the building with a glass observatory will remain and the additions will be designed to complement the existing design. Above the parking garage, the applicant has planned a roof garden in the rear of the building.

**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.

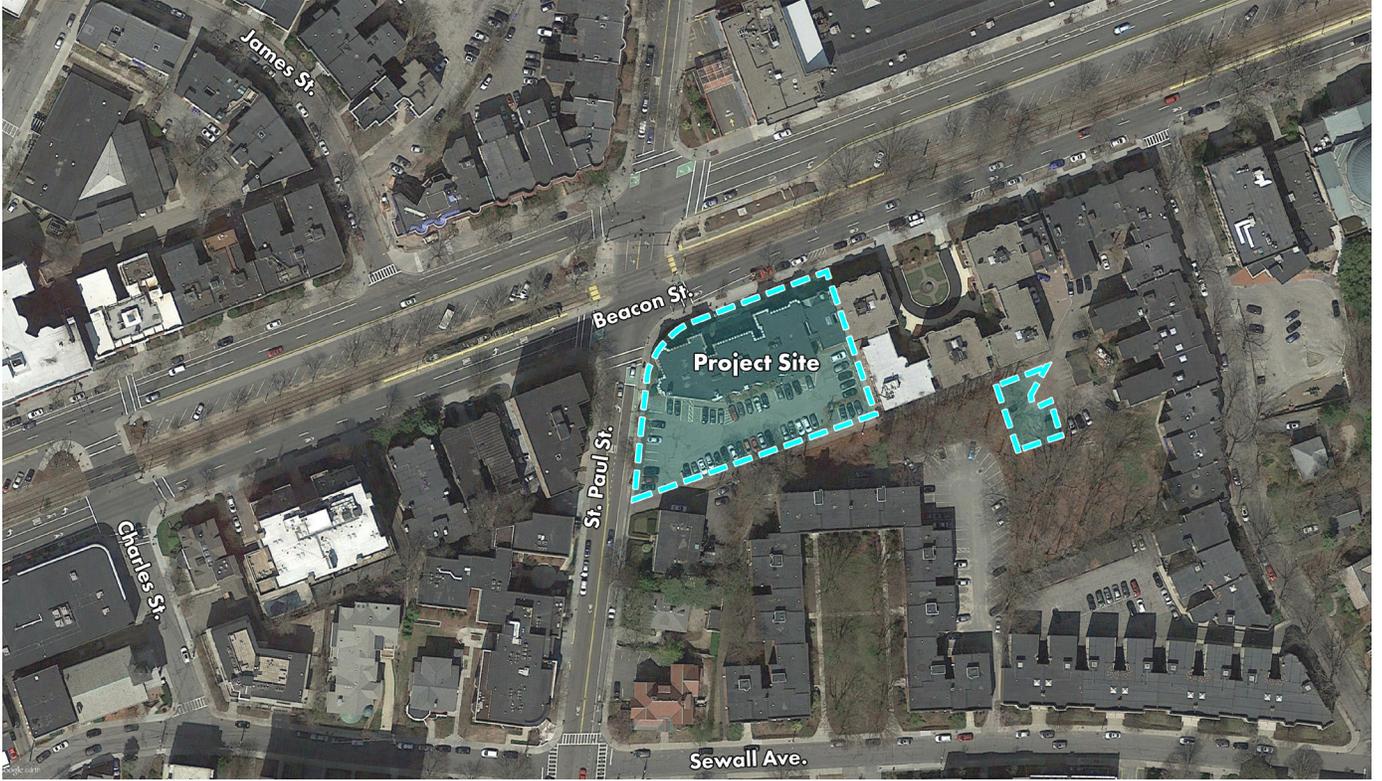
**1.2 Tax Map**

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

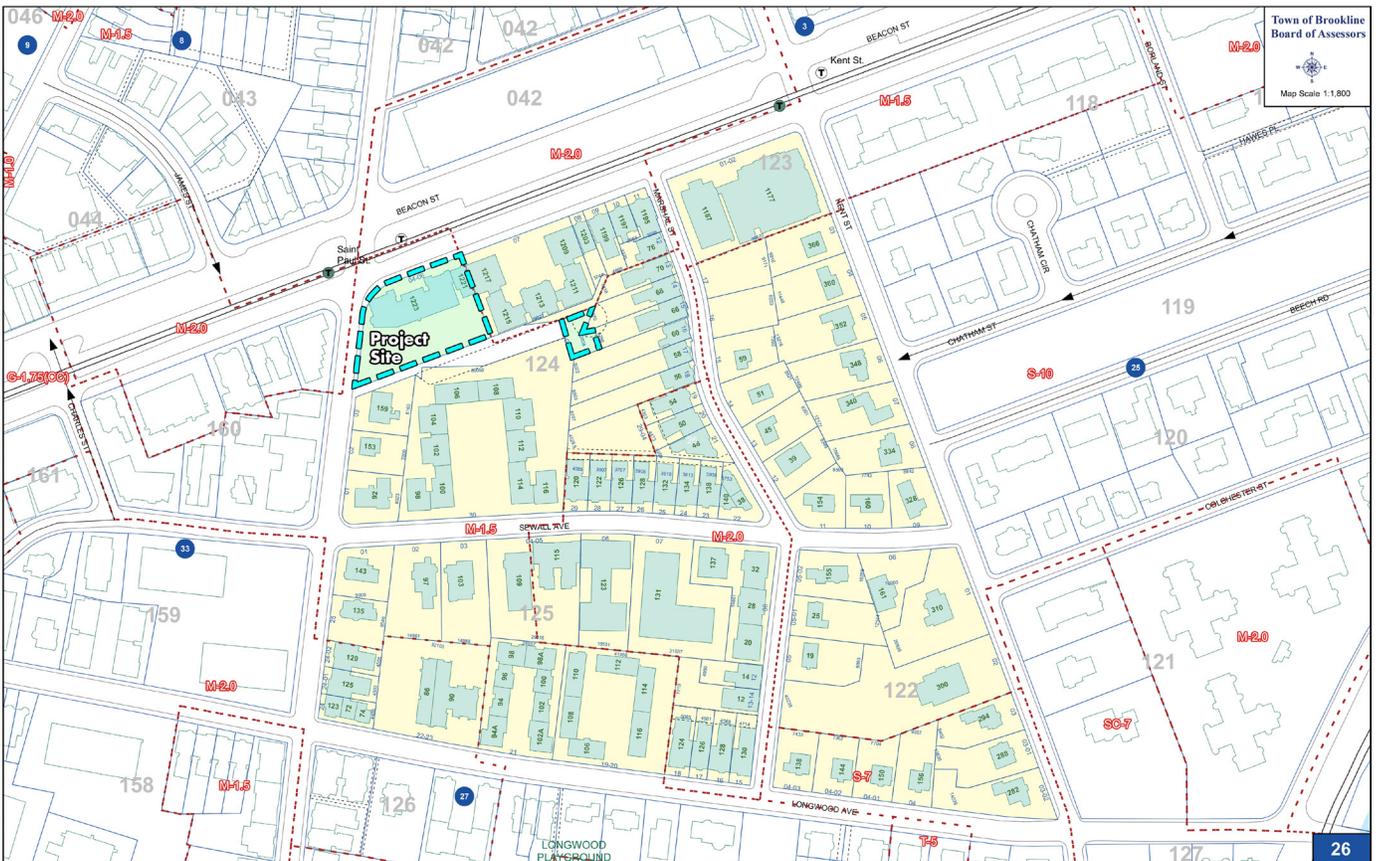
**1.3 Directions**

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.

# 1.1 Location Map



# 1.2 Tax Map



## 1.3 Directions

### Direction to 1223 Beacon Street

From MassHousing Office at One Beacon Street, Boston, MA

1. Get on Storrow Dr from Tremont St and Beacon St (7 min - 1.0 mi)
2. Head southwest on Tremont St toward Freedom Trail (0.2 mi)
3. Turn right onto Park St (0.1 mi)
4. Turn left onto Beacon St (0.4 mi)
5. Use any lane to turn slightly right to stay on Beacon St (0.2 mi)
6. Slight left to stay on Beacon St (0.1 mi)
7. Turn right onto Berkeley St (203 ft)
8. Use the left lane to take the Storrow Drive W ramp (0.1 mi)
9. Continue on Storrow Dr to Charlesgate W. Take the exit toward Fenway/Kenmore Square from Storrow Dr (2 min - 0.9 mi)
10. Merge onto Storrow Dr (0.8 mi)
11. Use the middle lane to take the exit toward Fenway/Kenmore Square (374 ft)
12. Keep right at the fork, follow signs for Kenmore Sq. (371 ft)
13. Drive to Beacon St in Brookline (6 min - 1.4 mi)
14. Continue onto Charlesgate W (200 ft)
15. Turn right onto Beacon St (0.2 mi)
16. Use the middle 2 lanes to turn slightly left to stay on Beacon St (0.4 mi)
17. Continue straight to stay on Beacon St (0.7 mi)
18. Make a U-turn at St Paul St
  - Parts of this road may be closed at certain times or days
19. Destination will be on the right



*Project site entrance at 1223 Beacon Street.*



*Project site entrance located across from Saint Paul MBTA stop and adjacent to Beacon Street and Saint Paul Street intersection.*

# 2. Existing Conditions /Site Information

## 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: Hampton Court

#### Buildable Area Calculations

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

Total Site Area	35,464 SF
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
<b>Total Non-Buildable Area</b>	<b>0</b>
<b>Total Buildable Site Area</b>	<b>35,464 SF</b>

Current use of the site and prior use if known: \_\_\_\_\_

The site is currently used for housing and a small amount of retail. There are 70 apartments in the building.

The building was built in 1900.

Is the site located entirely within one municipality? Yes  No

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

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-1.5 (Residential/apartment house)

#### 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): The area around the site is primarily residential with both condominium and rental buildings and parking. The subject site is on the corner of Beacon and St. Paul Street and a train runs along Beacon Street. A hotel is located directly across the street at 1200 Beacon Street. There is some retail near the property on both sides of Beacon Street.

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	Adjacent	yes
Schools	Quarter mile	yes
Government Offices	Quarter mile	yes
Multi-Family Housing	Adjacent	yes
Public Safety Facilities	Within a mile	yes
Office/Industrial Uses	Offices near by	yes
Conservation Land	Within a mile	yes
Recreational Facilities	Quarter mile	yes
Houses of Worship	Quarter mile	yes
Other	Medical w/in 1/2 mile	yes

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

The site is directly across from the T stop on Beacon Street. This Brookline apartment building received a walkability rating of 94 out of a possible 100 by Walk Score, an independent assessment organization that conducts such rankings for communities.

**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 2.4, "Documentation Regarding Site Characteristics/Constraints."*

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

Is there any evidence of hazardous, flammable or explosive material on 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 or state Historic District or listed on the National Register or Historic Places? yes, see pg. 18-19

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, see site photos and Existing Conditions plan

Does the site include documented archeological resources? no

Does the site include any known significant areas of ledge or steep slopes? 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
- 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
- j. Existing Site entries and egresses

### 2.2 Aerial Photographs

Please provide one or more aerial photograph(s) of the site (such as those available online) 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)

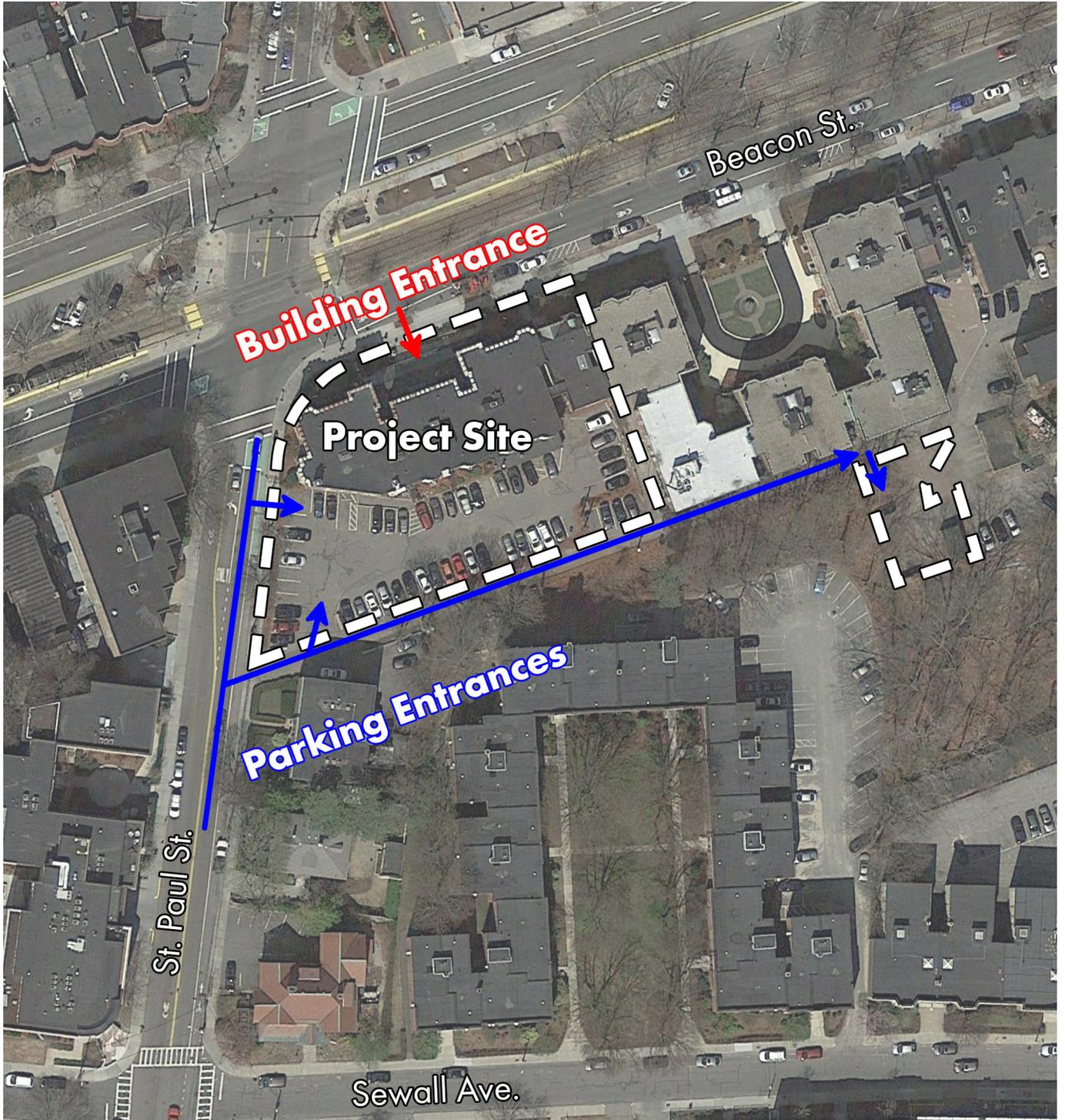
### 2.5 By-Right Site Plan *(if available)*

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.

## 2.1 Existing Conditions Plan

See appendix.

## 2.2 Aerial Photographs



Aerial photograph showing site boundaries and existing site entrance and access points.

### 2.3 Site/Context Photographs



View looking east down Beacon Street at intersection with St. Paul Street.



View looking west down Beacon Street.



View looking north on Saint Paul Street.



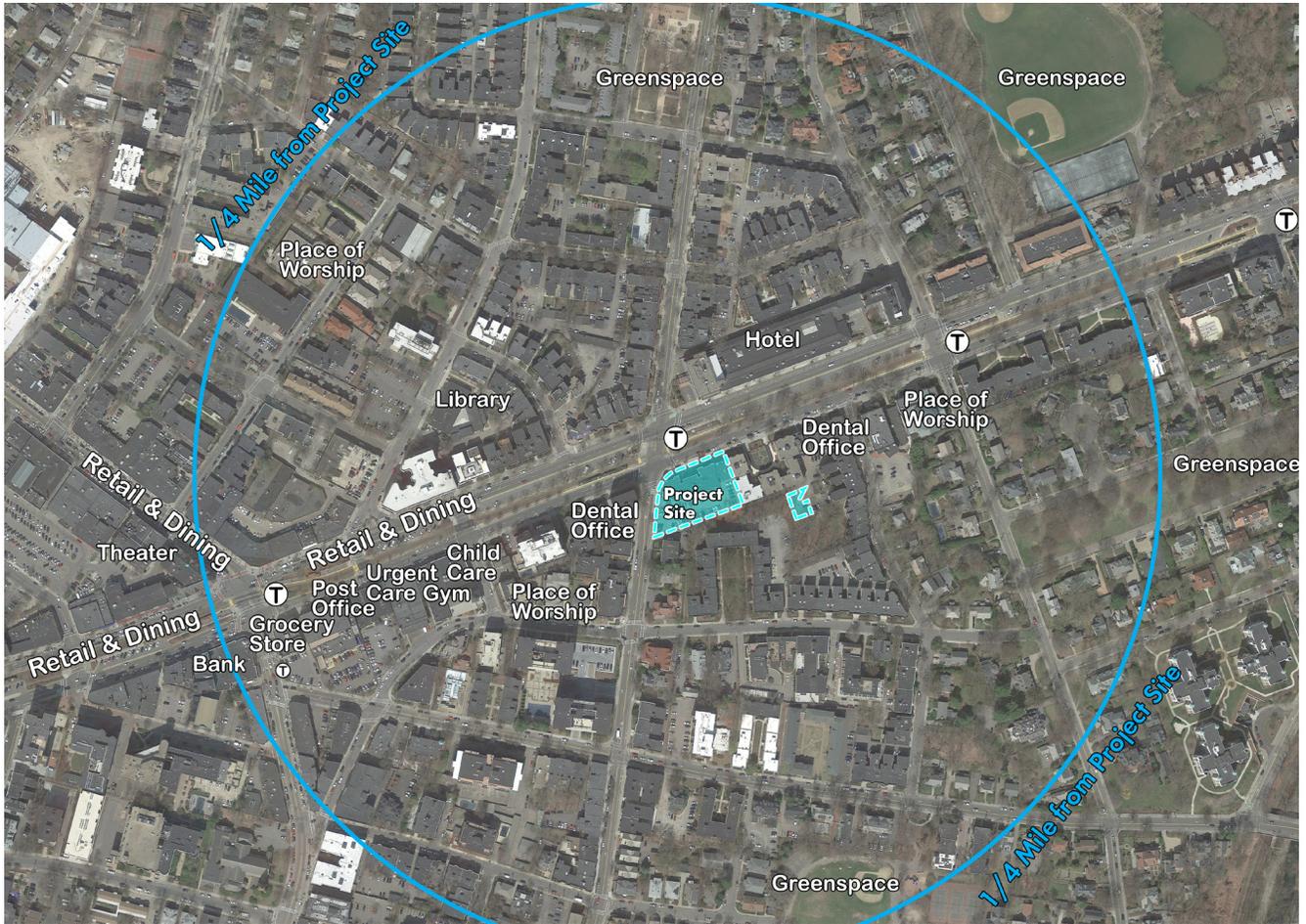
View looking south on Saint Paul Street.



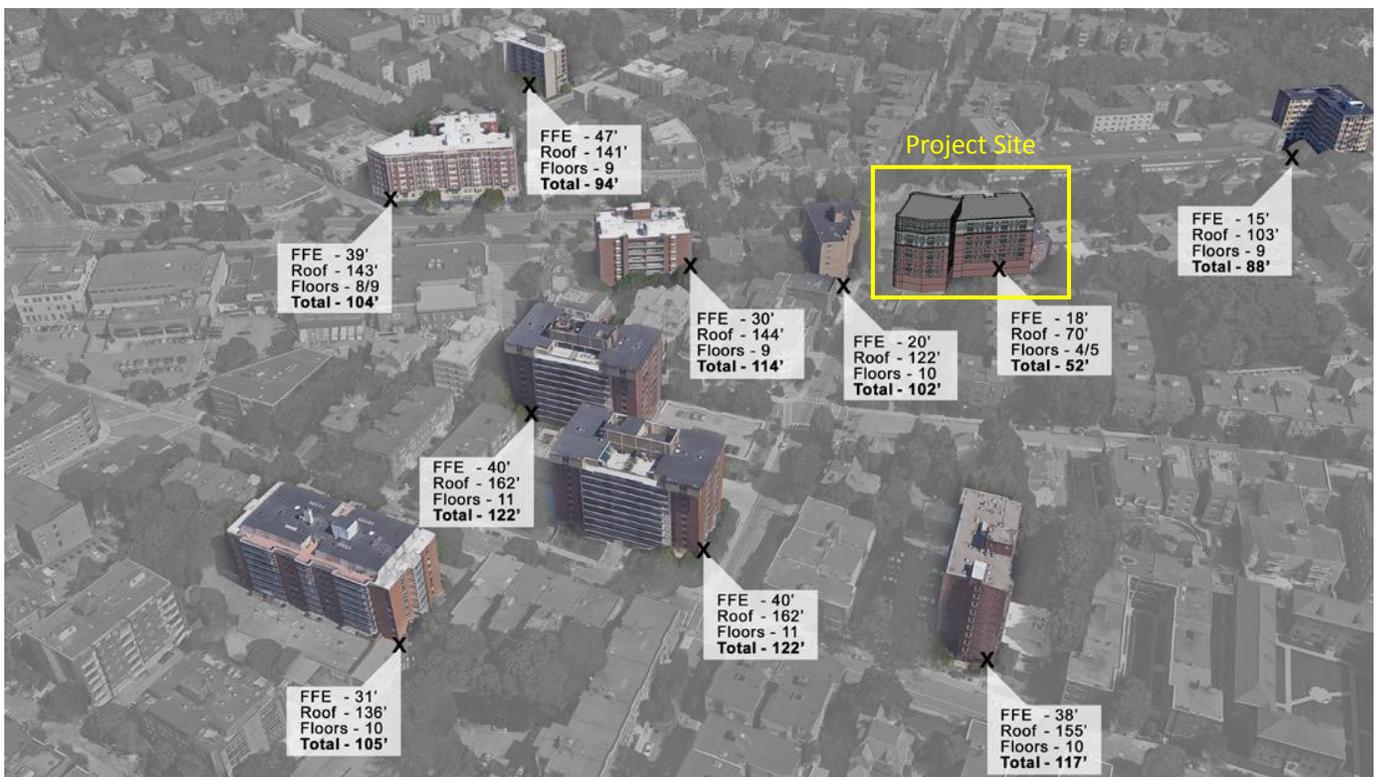
View of adjacent building; 1243 Beacon Street, Saint Paul Street entrance



View showing proximity to Saint Paul MBTA station stop



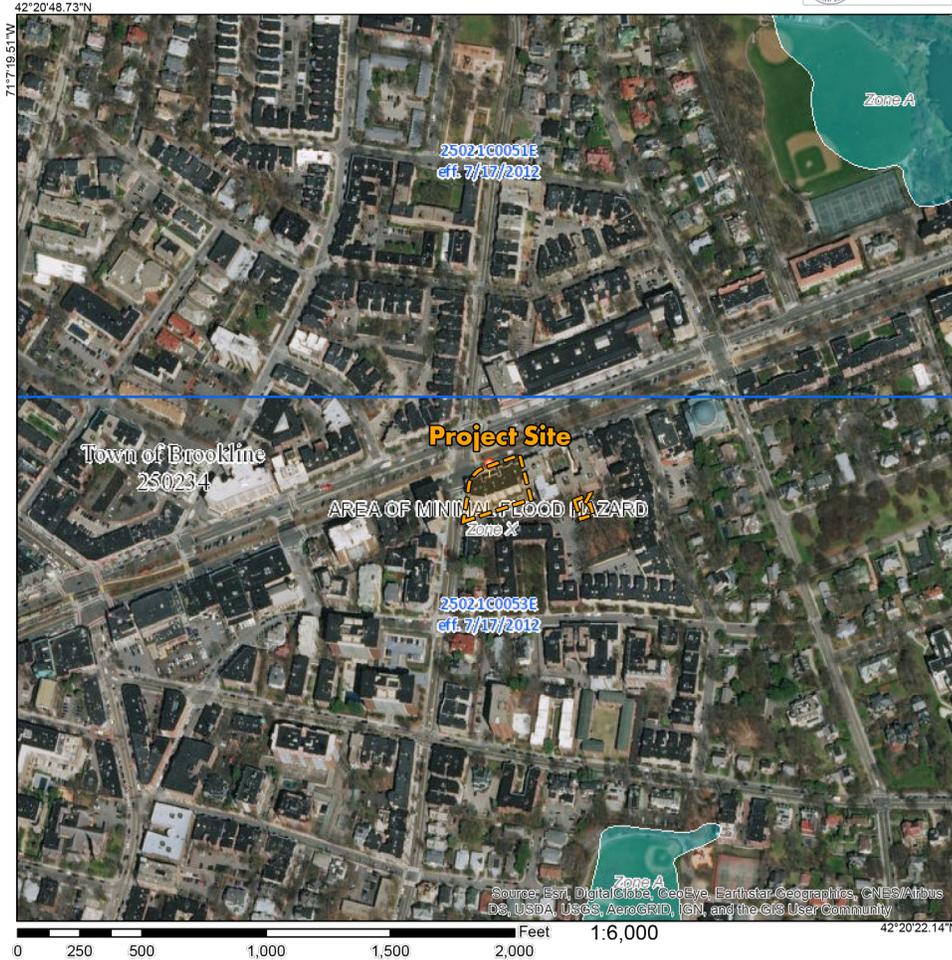
Aerial view indicating neighborhood amenities



## 2.4 Documentation Regarding Site Characteristics/Constraints

The site is the location of an existing 70 unit apartment building. It is on the corner of Beacon and St. Paul Street. There are no wetlands on the property. The site is in the Beacon Street Historic District.

### National Flood Hazard Layer FIRMette



**Legend**

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, AE</i>
		With BFE or Depth
		Regulatory Floodway <i>Zone AE, AO, AH, VE, AR</i>
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes, <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **2/8/2018 at 9:26:00 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

FEMA Flood Map

# Town of Brookline, Massachusetts

## HISTORIC DISTRICT MAP

National/State Register of Historic Sites/Districts  
 Local Historic Districts  
 Neighborhood Conservation Districts

### Legend

- ★ National Historic Landmarks
- State/National Register of Historic Sites
- State/National Register of Historic Districts\*
- Local Historic Districts (labeled)
- Neighborhood Conservation Districts
- Water Body
- Property Lines
- - - - Town Boundary
- Street Centerline

\*Label National Historic District

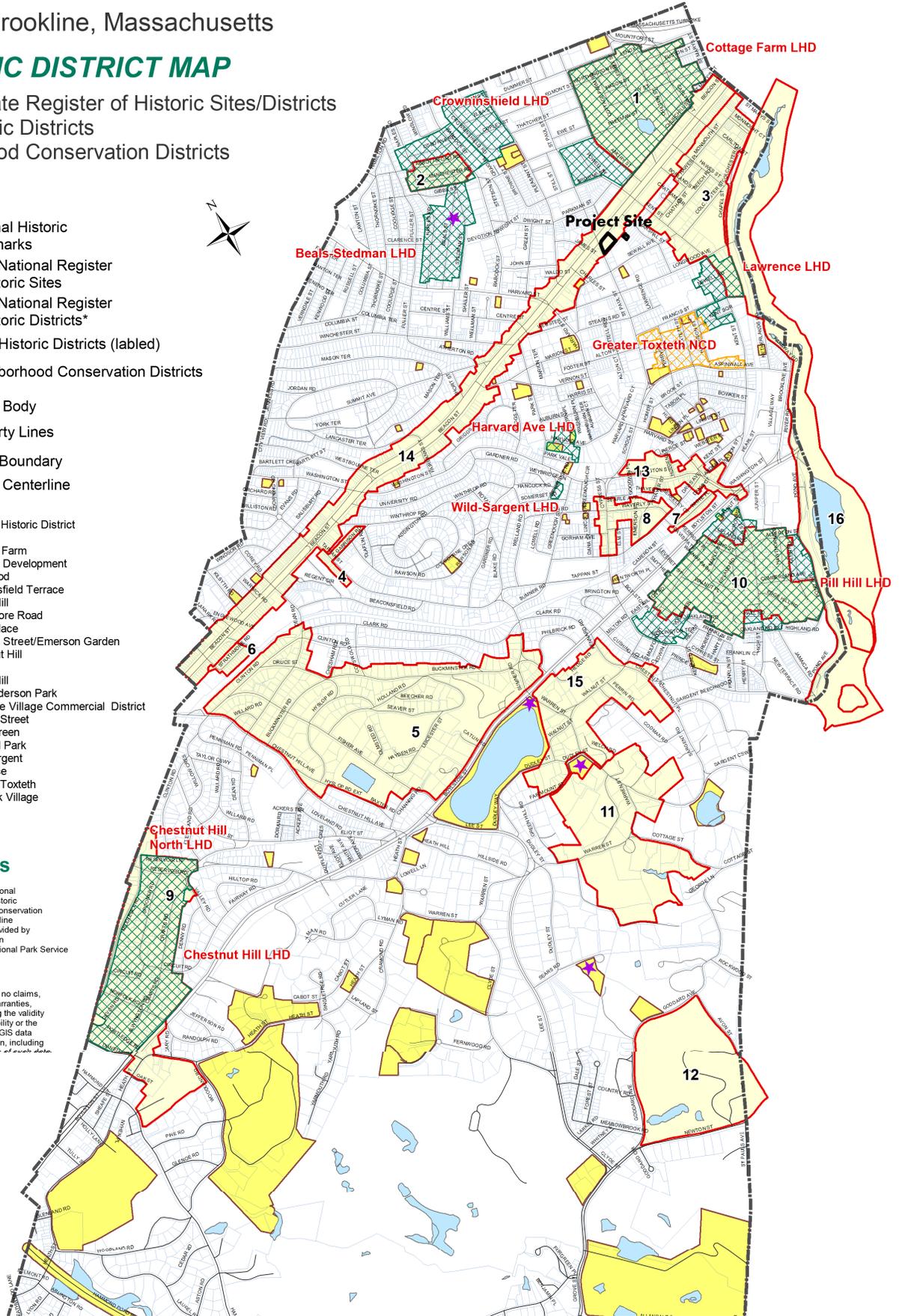
1	Cottage Farm
2	Graffam Development
3	Longwood
4	Beaconsfield Terrace
5	Fisher Hill
6	Strathmore Road
7	White Place
8	Cypress Street/Emerson Garden
9	Chestnut Hill
10	Pill Hill
11	Green Hill
12	Larz Anderson Park
13	Brookline Village Commercial District
14	Beacon Street
15	Town Green
16	Olmsted Park
17	Wild-Sargent
18	Lawrence
19	Greater Toxteth
20	Hancock Village

### Data sources

State and National Register listed Historic Properties, National Historic Landmarks, Local Historic Districts and Neighborhood Conservation Districts: Developed by Brookline GIS based on information provided by Brookline Historic Preservation Commission and the U.S. National Park Service

### Disclaimer

The Town of Brookline makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the Town, including the implied validity of any case or state data.



Town of Brookline historic district map

**Title:** Beacon Street Historic District

**National Register Information System ID:** 85003322

**Multiple Listing:** Brookline MRA

**Applicable Criteria:** EVENT  
ARCHITECTURE/ENGINEERING  
PERSON

**Architectural Styles:** LATE 19TH AND 20TH CENTURY REVIVALS

**Architects:** Olmstead, Charles et al.

**Areas Of Significance:** COMMUNITY PLANNING AND DEVELOPMENT  
ARCHITECTURE

**Periods Of Significance:** 1900-1924  
1875-1899

**Significant Names:** Whitney, Henry

**Resource Type:** DISTRICT

**Keywords:** olmstead, charles et al. ; whitney, henry

**Note:** Roughly on Beacon St. from Saint Mary's to Ayr Rd.

**Related Collections:** National Register of Historic Places Collection

**Resource Format:** pdf

**File Size (bytes):** 22151

**Date Published:** 10/17/1985

**Parks:** National Register of Historic Places

**Locations:** State: Massachusetts  
County: Norfolk County  
Brookline ; Roughly on Beacon St. from Saint Mary's to Ayr Rd.  
MASSACHUSETTS ; Norfolk ; Brookline

**Rating:**

**Categories:** Historic

**Asset ID:** f7b29234-2e2b-4fe5-bebc-66036d822cb2

*National Register of Historic Places*

# 2.5 By-Right Site Plan

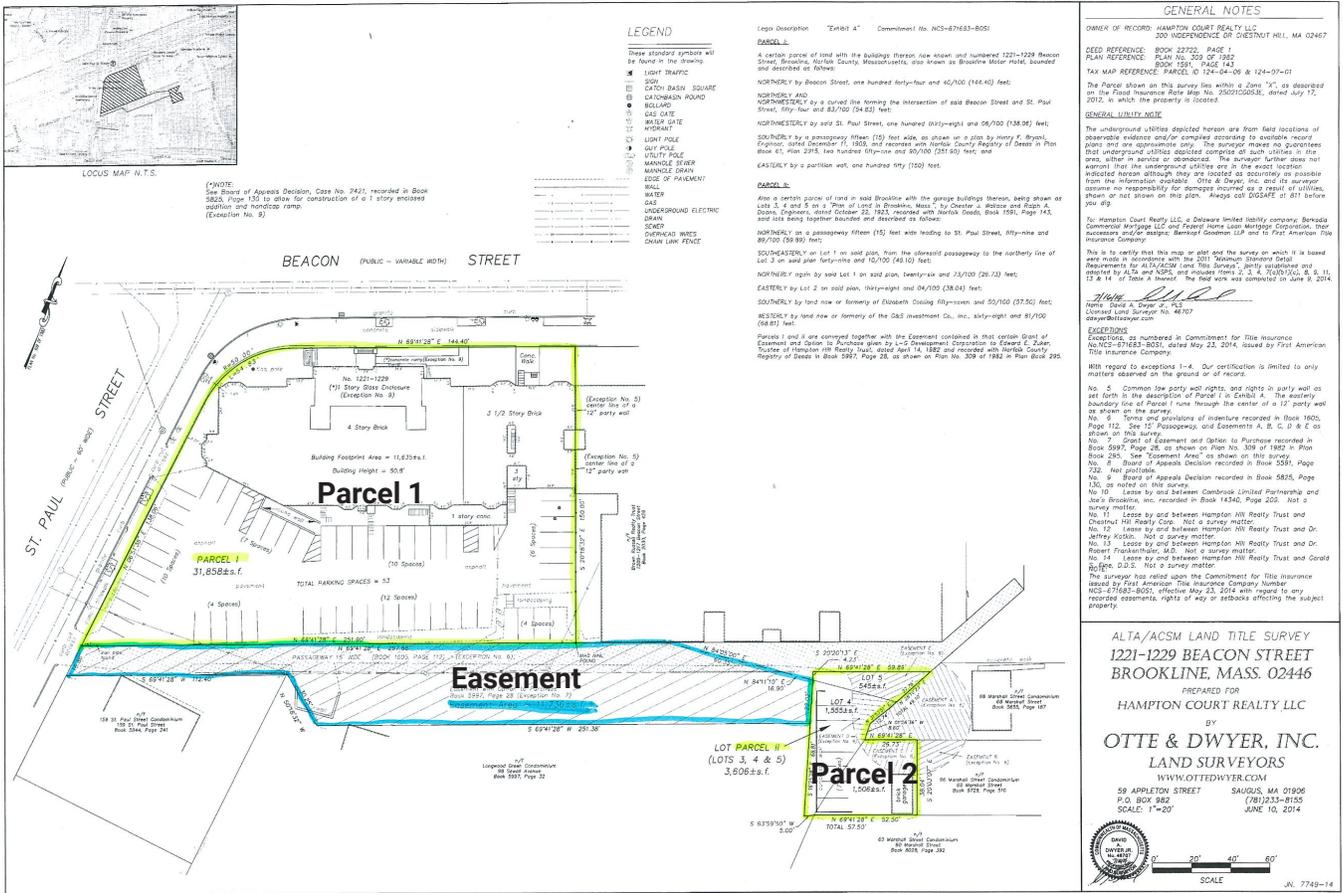
## Hampton Court Beacon, LLC Site Control Information

The site of the proposed 40B development consists of two parcels and an easement.

Parcel 1 (outlined in yellow) is the large parcel on the corner of Saint Paul and Beacon Street that is the location of the current 1223 Beacon Street building.

Parcel 2 (outlined in yellow) is the land that is used for some surface parking for the existing tenants.

A copy of the easement, outlined in blue, has also been included in the PEL application. This easement provides access to both Parcel 1 and Parcel 2.



# 3. Project Information

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

### 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: Hampton Court

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

Total Number of Dwelling Units: 123

Total Number of Affordable Units: 31

Number of 50% AMI Affordable Units: 0

Number of 80% AMI Affordable Units: 31

Number of Market Rate Units: 92

#### Unit Mix: Affordable Units

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	2	10	13	6	
Number of Bathrooms	1	1	2	2.5	
Square Feet/Unit	500-600	650-900	930-1,350	1,200-1,600	

#### Unit Mix: Market Rate

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	6	28	39	19	
Number of Bathrooms	1	1	2	2.5	
Square Feet/Unit	500-600	650-900	930-1,350	1,200-1,600	

Percentage of Units with 3 or More Bedrooms\*: 20%

\* 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: 6 Market Rate: 4 Affordable: 2

Gross Density (units per acre): 151

Net Density (units per buildable acre): 151

**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
multifamily	both	4/9/11	116.21'	169,700*	1

\*not including garage space

**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: 79

Ratio of Parking Spaces to Housing Units: .64

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

Buildings: 57

Parking and Paved Areas: 10

Usable Open Space: 23

Unusable Open Space: 10

Lot Coverage: 67 Includes buildings, parking, and paved areas.

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
- 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

### 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, rights of way and 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 that 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 and total number of parking spaces (proposed and required).

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

### 3.1 Preliminary Site Layout Plan(s)

See full plan set



1223 Beacon Street  
Brookline, MA | March 19, 2018 | 17149 | © The Architectural Team, Inc.

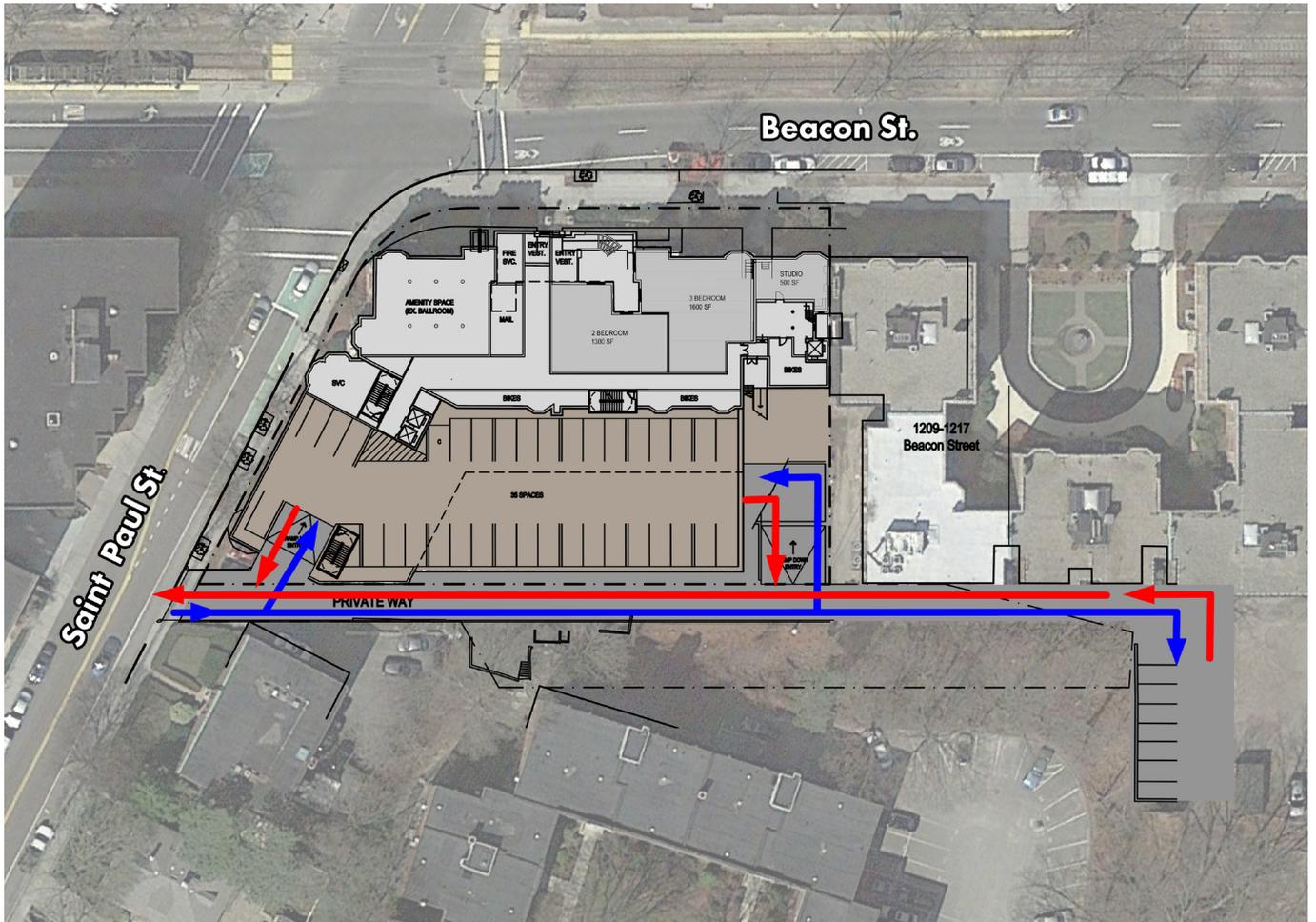
View from Beacon Street - Option C



*Perspective view of proposed design*

## Access Plan

The new building parking will be accessed from the alley easement behind the site. The alley is accessed off of St. Paul Street. There are two entrances off of the alleyway into the Hampton Court garage. There are an additional eight surface parking spaces farther down the alleyway.



Proposed parking access

# 3.2 Graphic Representations of Project/Preliminary Architectural Plans

10 BASEMENT LEVEL PLAN  
DATE: 04/18/18

**tat**  
the architectural team

The Architectural Team, Inc.  
1200 Massachusetts Avenue, Suite 100  
Brookline, MA 02146  
Tel: 781.735.4400  
Fax: 781.735.4401  
www.thearchitecturalteam.com

Consultant:

Revision:

Architect of Record:

Drawn: T.A.T.  
Checked: T.A.T.  
Scale: AS NOTED  
Key Plan:

Project Name:  
**1223 BEACON STREET  
BROOKLINE, MA**

Sheet Name:  
Schematic Floor Plans  
Basement Level Plan

Project Number:  
17149  
Issue Date:  
APR 20, 2018  
Sheet Number:  
**A1.00**

11 GROUND LEVEL PLAN  
DATE: 04/18/18

**tat**  
the architectural team

The Architectural Team, Inc.  
1200 Massachusetts Avenue, Suite 100  
Brookline, MA 02146  
Tel: 781.735.4400  
Fax: 781.735.4401  
www.thearchitecturalteam.com

Consultant:

Revision:

Architect of Record:

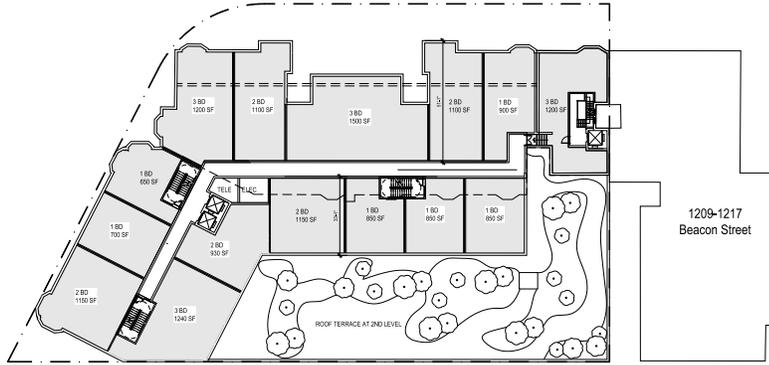
Drawn: T.A.T.  
Checked: T.A.T.  
Scale: AS NOTED  
Key Plan:

Project Name:  
**1223 BEACON STREET  
BROOKLINE, MA**

Sheet Name:  
Schematic Floor Plans  
Ground Level Plan

Project Number:  
17149  
Issue Date:  
APR 20, 2018  
Sheet Number:  
**A1.01**

Wednesday, April 18, 2018 9:41:11 PM  
 C:\Users\jmc\Documents\1223 Beacon\1223 Beacon\DWG\1223 Beacon\2nd to 4th Level.dwg



2ND TO 4TH LEVEL PLAN  
 Scale: 1/8" = 1'-0"

**tat**  
 the architectural team

The Architectural Team, Inc.  
 1000 Massachusetts Avenue, Suite 100  
 Brookline, MA 02148  
 Tel: 781.750.4000  
 Fax: 781.750.4000  
 www.tatarchitect.com

Consultant:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Revision:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Architect of Record:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

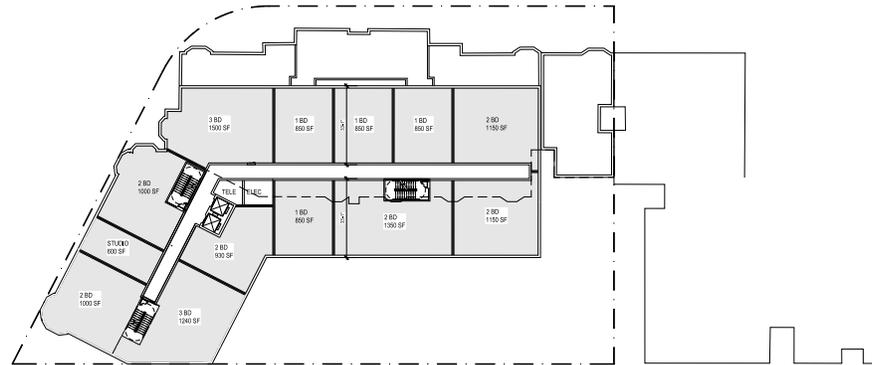
Project Name:  
**1223 BEACON STREET  
 BROOKLINE, MA**

Sheet Name:  
**Schematic Floor Plans  
 2nd to 4th Level Plan**

Project Number:  
 17149  
 Issue Date:  
 APR 20, 2018

Sheet Number:  
**A1.02**

Wednesday, April 18, 2018 9:41:10 PM  
 C:\Users\jmc\Documents\1223 Beacon\1223 Beacon\DWG\1223 Beacon\5th to 9th Level.dwg



5TH TO 9TH LEVEL PLAN  
 Scale: 1/8" = 1'-0"

**tat**  
 the architectural team

The Architectural Team, Inc.  
 1000 Massachusetts Avenue, Suite 100  
 Brookline, MA 02148  
 Tel: 781.750.4000  
 Fax: 781.750.4000  
 www.tatarchitect.com

Consultant:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Revision:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Architect of Record:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Project Name:  
**1223 BEACON STREET  
 BROOKLINE, MA**

Sheet Name:  
**Schematic Floor Plans  
 5th to 9th Level Plan**

Project Number:  
 17149  
 Issue Date:  
 APR 20, 2018

Sheet Number:  
**A1.03**



### 3.3 Narrative Description of Design Approach

#### **Design approach:**

The proposed project includes the reuse of an existing iconic Tudor revival residential building facing onto Beacon Street. It was important to the developer to save the iconic façade and integrate the existing structure into the design. This desire to retain the existing presence of the main building façade drove our design process regarding the massing, architectural style, building materials, and relationships to adjacent properties.

#### **Building massing and style:**

As mentioned above, the massing of the proposed addition to the existing building is driven by a desire to respect the presence of existing main façade. The new massing is pulled back horizontally away from the Beacon Street frontage allowing the existing Tudor style detailing, especially the crenelated parapet, to continue to define the street presence of the new residential project.

The new massing behind and above will also take clues from the existing building, while not attempting to replicate the style and detailing. Proportions from the existing building may be expressed on a larger scale, and detailing may be distributed with more simplicity. This will allow the building addition to frame and reinforce the distinct architecture of the existing façade.

#### **Exterior materials:**

The materiality of the existing building façade is highly detailed brick and stone, in a Tudor revival style and proportion. The intent is to maintain this façade as much as is feasible while undertaking necessary repairs and structural reinforcement of the existing building as is required for this type of residential adaptive reuse.

The new building will again take material cues from the existing. The new façade materials may not be one-for-one copies of the existing but may take color hue and intensity cues from the existing. The intent again is to re-frame and reinforce the existing façade at the street level, so the addition may be of smoother and less detailed materials, while incorporating some brick and stone or similarly presenting material elements to create a synergy between existing and new.

#### **Site layout and relationship to adjacent properties:**

The proposed redevelopment will maintain several important back-lot relationships on the property as it relates to the adjacent parcels. A large elevated rear court is proposed similar to the existing condition allowing similar access to sunlight and air as the current existing arrangement. Site improvements and landscaping of the rear court area, also utilized currently and in the proposed scheme for parking, should serve to improve the relationships at the interior property lines.

#### **Rights of way:**

There is an existing right of way at the rear of the property that allows access to the rear of adjacent parcels. This is currently used by a small number of vehicles. The right of way will be maintained, and the existing drive improved to accommodate a revised vehicle access pattern to the proposed project.

### 3.4 Tabular Zoning Analysis

#### Dimensional Zoning Analysis and Waiver List

<b>DISTRICT: M-1.5 Multi -Family</b>			
	<b>REQUIRED/ALLOWED</b>	<b>PROPOSED</b>	<b>WAIVER</b>
<b>Lot Size</b>	<b>None</b>	<b>35,464 SF</b>	<b>N</b>
<b>FAR</b>	<b>1.5/1.9</b>	<b>4.47</b>	<b>Y</b>
<b>Lot Width, Minimum</b>	<b>None</b>	<b>N/A</b>	<b>N</b>
<b>Height</b>	<b>45'/60'</b>	<b>See Height Calculation</b>	<b>Y</b>
<b>Minimum Yard Setbacks</b>			
Front	<b>15+(H/10)</b>	<b>0'</b>	<b>Y</b>
Side	<b>(H+L)/6</b>	<b>0'</b>	<b>Y</b>
Rear	<b>(H+L)/6 (min. 30')</b>	<b>0'</b>	<b>Y</b>
<b>Use</b>	<b>Multi-family</b>	<b>Multi-family</b>	<b>N</b>
<b>Open Space</b>			
Landscaped	<b>10%</b>	<b>33%</b>	<b>N</b>
Useable	<b>15%</b>	<b>23%</b>	<b>N</b>

#### General Waivers requested

- Affordable Housing (Section 4.08)
- Special District Regulations (section 5.06)
- Design Review (section 5.09)
- Stormwater Management Bylaw
- Preservation Commission Rules and Regulation

It is likely that the applicant will be seeking waivers related to certain Town of Brookline Comprehensive Permit submission requirements, fees, and procedures that are inconsistent with 40B Guidelines, Regulations, and applicable 40B case law.

#### Parking Waiver List

	<b>REQUIRED</b>	<b>PROPOSED</b>	<b>WAIVER</b>
Total Parking Spaces	327	79	Y

**Standard Town of Brookline Parking Space Dimensions: Stall 8.5' x 18' or 16' with 2' of landscape overhang. Aisle width 23' (Waiver for dimensions will be requested due to irregular spaces in garage)**

# 3.5 Completed Sustainable Development Principles Evaluation Assessment Form

## SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name: Hampton Court  
Project Number: \_\_\_\_\_  
Program Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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)

### Redevelop First

Check "X" below if applicable

*If Rehabilitation:*

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

*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

### Explanation (Required)

This site is both in an opportunity node and an opportunity corridor in Brookline's approved Housing Production Plan. Adding new units to an already developed urban site is a good example of sustainable development. The additional units will be built with no decrease of open space or increase in infrastructure improvements.

**Optional - Demonstration of Municipal Support:**

Check "X" below if applicable

- 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

*\*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)**

This site is both in an opportunity node and an opportunity corridor in Brookline's approved Housing Production Plan.

Hampton Court will use existing water/sewer connections. It is an existing multifamily site and will now have an additional 53 apartments.

**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**

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.

Check "X" below if applicable

- 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)

**Explanation (Required)**

This site is both in an opportunity node and an opportunity corridor in Brookline's approved Housing Production Plan.

Hampton Court will use existing water/sewer connections. It is an existing multifamily site and will now have an additional 53 apartments.

## (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)

Hampton Court development uses the Comprehensive Permit process and creates 31 affordable apartments on a site that has no affordable housing.

## (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)

Explanation **(Required)**

CHR is maintaining the façade and architectural elements of the existing building which was built in 1900. The façade will be repaired and the new building addition will be designed to complement the existing materials and design.

**(4) Use Natural Resources Wisely**

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.

Check "X" below *if applicable*

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

Explanation **(Required)**

**(5) Expand Housing Opportunities**

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.

Check "X" below *if applicable*

- 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)

Explanation **(Required)**

The additional 53 new apartments will expand housing opportunities including 31 affordable apartments and 25 three bedroom units. The apartments are near public transportation and a number of desirable destinations including employment, retail, a library, restaurants, etc.

**(6) Provide Transportation Choice**

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.

*Check "X" below if applicable*

- 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 and 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)

**Explanation (Required)**

The location is directly on an MBTA train line and easily accommodates walking and biking to nearby locations. The use of ride sharing such as Uber and Lyft are widely used in this area.

**(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 if applicable*

- 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)

Explanation **(Required)**

A significant number of jobs will be created during the construction period. A limited number of property management jobs will be created during the operating period. The location is close to many employment opportunities.

**(8) Promote Clean Energy**

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.

Check "X" below if applicable

- 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)

\*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)**

CHR uses Energy Star appliances and promotes recycling and energy saving in their lighting devices and other building features.

**(9) Plan Regionally**

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.

Check "X" below if applicable

- 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)

Explanation **(Required)**

This site is both in an opportunity node and an opportunity corridor in Brookline's approved Housing Production Plan. Adding new units to an already developed urban site is a good example of sustainable development. The additional units will be built with no decrease of open space or increase in infrastructure improvements.

# 4. Site Control

## 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: Hampton Court

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: Hampton Court Realty LLC

Grantee/Buyer: Hampton Court Beacon 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? Grantor and Grantee are under related control

#### 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: March 30, 2018

Expiration Date: December 31, 2024, with four, one-year extension rights

If an extension has been granted, date of extension: \_\_\_\_\_

If an extension has been granted, new expiration date: \_\_\_\_\_

Purchase Price: Appraised fair market value with all approvals and permits having been issued (without appeal), as deemed necessary by Grantee

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 Existing easement, dated April 14, 1982, attached

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.

## 4.1 Evidence of Site Control

### OPTION TO PURCHASE

This OPTION TO PURCHASE (this “**Agreement**”) is entered as of the 31st day of March, 2018, between Hampton Court Realty LLC, a Delaware limited liability company, having its principal office c/o Chestnut Hill Realty Corp., 300 Independence Drive, Chestnut Hill, Massachusetts 02467 (the “**Optionor**”) and Hampton Court Beacon LLC, a Massachusetts limited liability company, having its principal office c/o Chestnut Hill Realty Corp., 300 Independence Drive, Chestnut Hill, Massachusetts 02467 (the “**Optionee**”).

WHEREAS, Optionee has agreed to acquire the option and right to purchase from Optionor, and Optionor has agreed to grant the option and right to purchase to Optionee, for the real estate together with the right to obtain permits and approvals for the development of the real estate (collectively, the “**Real Estate**”) described in Exhibit A hereto upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the payment of Ten and 00/100 (\$10.00) Dollars by Optionee to Optionor, and the mutual agreements and payments contained herein and other good and valuable consideration, the adequacy and sufficiency of all of which consideration the parties hereby acknowledge, Optionee and Optionor agree to the terms hereof.

### WITNESSETH

1. Grant of Option. The Optionor hereby grants to the Optionee, and the Optionee hereby acquires from the Optionor, the right and option (the “**Option**”) to purchase the Real Estate, together with all improvements located thereon and thereunder on the terms and conditions set forth in this Agreement. Between the date of execution of this Agreement and the conclusion of the Option Period (defined below), and in further consideration of the option and agreement herein contained, Optionee shall pay to Optionor annually the sum of \$5,000.00 (the “**Annual Option Fee**”) per year in advance commencing on the date hereof and on each twelve (12) month anniversary thereof. Annual Option Fees or Extension Fees and/or expenses in seeking Approvals shall not be credited against the purchase price for the Real Estate.

2. Due Diligence and Approvals.

a. Commencing on the date of this Agreement and continuing thereafter during the Option Period (as defined hereinbelow), Optionee shall use diligent efforts to obtain and shall pay all costs required to pursue and obtain from all governmental and quasi-governmental agencies all approvals and permits, with all appeal periods expired without appeal having been taken, or if appeal is taken, with such appeal having been finally decided in Optionee’s favor on terms satisfactory to Optionee (the “**Approvals**”) and deemed necessary and required by Optionee for site work and construction at and use of the Real Estate for a number of units of multi-family housing that is acceptable to Optionee (collectively, the “**Improvements**”), and which may include both substantially renovated existing buildings and/or new construction of such design and under such government programs as Optionee may elect, including, without limitation, under MGL c. 40B.

b. During the term of this Agreement, Optionee and its authorized representatives shall be entitled to full access to the Real Estate, to the extent necessary in Optionee’s judgment, to perform tests, studies and surveys of the property and for such other reasons as Optionee shall deem needed or desirable. Provided, however, Optionee agrees that neither it nor its representatives or contractors shall unreasonably interfere with Optionor’s operation of the Real Estate.

c. Optionee shall be entitled to and is hereby authorized by Optionor to apply for and seek the Approvals in its own name or in the name of Optionor, to the extent pursuing such Approvals in the name of Optionor is required by applicable law, bylaw or regulation. To the extent Optionor's written consent, joinder or approval is needed for any of the petitions for the Approvals, Optionor agrees to provide the same and to cooperate with Optionee in all reasonable respects, provided that Optionor is not required to incur out-of-pocket cost with respect to such cooperation.

3. Option Period.

a. This Agreement and the option to purchase and purchase rights granted herein shall be subject to the condition that on or before December 31, 2024, as the same may be extended pursuant to Section 3.b hereinbelow (the "**Option Period**"), Optionee has received the Approvals.

b. In the event that Optionee shall not have obtained the Approvals by the end of the Option Period, then either Optionee or Optionor may, upon written notice to the other, terminate this Agreement. Provided, however, notwithstanding the foregoing sentence, if Optionee has received the Approvals but such Approvals are then subject to appeal by Optionee or a third party, Optionee may extend the Option Period for four (4) successive one (1) year periods upon the payment to Optionor of the sum of \$5,000.00 ("**Extension Fee**") for each year of extension, which Extension Fee shall be in addition to and not in substitution for the Annual Option Fee.

c. In addition to the payment of the sums payable by Optionee as set forth in Section 1 hereof, a portion of the consideration for the Option Period granted herein shall be Optionee's continuing efforts and costs in seeking to obtain the Approvals.

d. During the Option Period and until the Optionee has purchased the Real Estate, Optionee shall not place or allow there to be placed any liens on the Real Estate. During the Option Period, if requested by Optionor, Optionee shall provide quarterly reports to Optionor of the status of the Approvals and with copies of all plans, correspondence, submissions, notices, materials, and applications made or received by Optionee regarding the Real Estate and/or the Approvals together with any amendments or modifications thereto or thereof on an "as made" or "as received" basis.

4. Exercise and Closing Under Option.

a. Exercise of Option. At any time prior to the end of the Option Period, Optionee may give written notice (the "**Exercise Notice**") of its election to exercise the Option granted in this Agreement. The Exercise Notice shall state a business day (the "**Closing Date**"), no later than ninety (90) days after the date on which the Appraisal, referred to below, is completed, on which Closing Date Optionee or its nominee shall purchase the Real Estate for the Purchase Price as determined hereinbelow. Optionee shall have the right on ten (10) days written notice (the "**Closing Extension Notice**") to extend the Closing Date for a period of up to sixty (60) days, to a business day set forth in the Closing Extension Notice.

b. Purchase Price. The purchase price (the "**Purchase Price**") for the Real Estate shall be determined by appraisal (the "**Appraisal**") of the fair market value of the Real Estate with the Approvals. The appraiser selected to perform the Appraisal shall be a major MAI Boston appraisal firm selected by Chestnut Hill Realty. The Appraisal shall be completed within ninety (90) days after the written request by Optionee, which request shall set forth the Approval status, upon which the Real Estate shall be appraised.. At the option of the Optionor, the Purchase Price shall be paid either: (i) in cash (wire transfer of immediately available U. S. funds); or (ii) by contribution of the Real Estate to the Optionee in exchange for a pro rata membership interest in Optionee; or (iii) such other manner, as Optionee and Optionor may mutually determine to effect a tax-advantageous result.

5. Title. The Real Estate will be conveyed by Optionor to Optionee free and clear of all liens, and free from all restrictions, easements and encumbrances which would materially and adversely interfere with Optionee's intended development, or the permanent or construction financing or the use of the Real Estate or the Improvements in accordance with the Approvals.

6. Failure to Perform. In the event Optionor defaults in the performance of its obligations and agreements under this Agreement, Optionee shall be entitled to all remedies that Optionee may have at law or in equity, including, but not limited to, the equitable remedy of specific performance. In the event Optionee fails to exercise and/or close the option to purchase granted herein (except in the event of Optionor's default) upon the terms and conditions set forth herein on or before the Option Period, as the same may be extended, Optionor shall retain the option payments then paid hereunder and be entitled to retain and use all work product produced by Optionee in seeking the Approvals, and this Agreement shall be void and without further recourse.

7. Miscellaneous.

a. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

b. The laws of the Commonwealth of Massachusetts shall govern the validity, construction, enforcement and interpretation of this Agreement.

c. Time is of the essence with respect to this Agreement and the obligations and performance of the parties hereunder.

d. This Agreement may only be amended, supplemented or terminated only by an instrument in writing executed by the party against whom enforcement is sought.

8. Notices. All notices and other communications by either party hereunder shall be in writing and shall be personally delivered or mailed United States registered or certified mail, return receipt requested, postage prepaid, to the other respective party at its address indicated below, or at such other address as such other party shall designate by notice. A notice or other communication to a party shall be effective the date of delivery or refusal to such address of the party. Any official U.S. Postal Service delivery receipt shall constitute conclusive proof of such delivery or refusal.

Optionor: Hampton Court Realty LLC  
c/o Chestnut Hill Realty Corp.  
300 Independence Drive  
Chestnut Hill, MA 02467  
Attention: Peter F. Poras

With a copy to: Bernkopf Goodman LLP  
2 Seaport Lane, 9<sup>th</sup> Floor  
Boston, MA 02210  
Attention: Kenneth M. Goldberg, Esquire

Optionee: Hampton Court Beacon LLC  
c/o Chestnut Hill Realty Corp.  
300 Independence Drive  
Chestnut Hill, MA 02467

With a copy to: Bernkopf Goodman LLP  
2 Seaport Lane, 9<sup>th</sup> Floor  
Boston, MA 02210  
Attention: Sheryl C. Starr, Esq.

9. General. Such other terms and conditions to be negotiated by and between Optionor and Optionee as would be reasonably expected in purchases and sales of this type, and upon which Optionor and Optionee may mutually agree.

10. Condition to Exercise of Option. This Agreement is entered into upon the condition that, in addition to and not in limitation of the other conditions hereof, the Option rights granted under this Agreement may only be exercised at such time as (i) any outstanding mortgage financing with respect to the Property has been paid in full or (ii) the holders of such mortgage financing have consented to the exercise of the Option rights and the consummation of the sale of the Property from the Optionor to the Optionee as set forth herein.

**[This Page Ends Here – Signatures on Next Page]**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as to the day and year first above written.

**OPTIONOR:**

Hampton Court Realty LLC

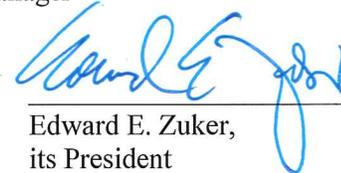
By: CM-BC Corp.,  
its Manager

By:   
\_\_\_\_\_  
Peter F. Poras,  
its Vice President and Treasurer

**OPTIONEE:**

Hampton Court Beacon LLC

By: CM-HCB Corp.,  
its Manager

By:   
\_\_\_\_\_  
Edward E. Zuker,  
its President

## **EXHIBIT A**

### **PARCEL I:**

A certain parcel of land with the buildings thereon now known and numbered 1221-1229 Beacon Street, Brookline, Norfolk County, Massachusetts, also known as Brookline Motor Hotel, bounded and described as follows:

NORTHERLY by Beacon Street, one hundred forty-four and 40/100 (144.40) feet;

NORTHERLY AND NORTHWESTERLY by a curved line forming the intersection of said Beacon Street and St. Paul Street, fifty-four and 83/100 (54.83) feet;

NORTHWESTERLY by said St. Paul Street, one hundred thirty-eight and 06/100 (138.06) feet;

SOUTHERLY by a passageway fifteen (15) feet wide, as shown on a plan by Henry F. Bryant, Engineer, dated December 11, 1909, and recorded with Norfolk County Registry of Deeds in Plan Book 61, Plan 2915, two hundred fifty-one and 90/100 (251.90) feet; and

EASTERLY by a partition wall, one hundred fifty (150) feet.

### **PARCEL II:**

Also a certain parcel of land in said Brookline with the garage buildings thereon, being shown as Lots 3, 4 and 5 on a "Plan of Land in Brookline, Mass.," by Chester J. Wallace and Ralph A. Doane, Engineers, dated October 22, 1923, recorded with Norfolk Deeds, Book 1591, Page 143, said lots being together bounded and described as follows:

NORTHERLY on a passageway fifteen (15) feet wide leading to St. Paul Street, fifty-nine and 89/100 (59.89) feet;

SOUTHEASTERLY on Lot 1 on said plan, from the aforesaid passageway to the northerly line of Lot 3 on said plan forty-nine and 10/100 (49.10) feet;

NORTHERLY again by said Lot 1 on said plan, twenty-six and 73/100 (26.73) feet;

EASTERLY by Lot 2 on said plan, thirty-eight and 04/100 (38.04) feet;

SOUTHERLY by land now or formerly of Elizabeth Cooling fifty-seven and 50/100 (57.50) feet;

WESTERLY by land now or formerly of the G&S Investment Co., Inc., sixty-eight and 81/100 (68.81) feet.

**GENERAL NOTES**

OWNER OF RECORD: HAMPTON COURT REALTY LLC  
 200 INDEPENDENCE DR QUENSTUAT HILL, MA 02447

DEED REFERENCE: BOOK 22722, PAGE 1  
 PLAN REFERENCE: BOOK 1591, PAGE 143

TAX MAP REFERENCE: PARCEL ID 124-04-09 & 124-07-01  
 The Parcel shown on this survey lies within a Zone "C" as designated by the Zoning Ordinance, dated July 17, 2012, in which the property is located.

**GENERAL UTILITY NOTES:**

The undersigned, after a complete inspection of the field locations of all utility lines and/or completed structures according to available records and other information available to the surveyor, makes no guarantee as to the location, depth, or character of any utility lines or structures, other than as shown on the plan. The surveyor's liability does not extend to any utility lines or structures located on or adjacent to the subject parcel although they are located on accurately as possible from the information available. Otto & Dwyer, Inc. and its surveyors shall not be liable for any damage to any utility lines or structures shown or not shown on this plan. Always call 800SAFE at 811 before any dig.

Otto & Dwyer, Inc. is a Delaware limited liability company, a Massachusetts limited liability partnership, and a Massachusetts limited liability partnership. It is a licensed professional engineering firm in the State of Massachusetts. It is a member of the Massachusetts Professional Engineers Board. It is a member of the Massachusetts Professional Surveyors Board. It is a member of the Massachusetts Professional Land Surveyors Board. It is a member of the Massachusetts Professional Land Surveyors Board. It is a member of the Massachusetts Professional Land Surveyors Board.

**EXCEPTIONS**

1. The survey was conducted in accordance with the provisions of the Massachusetts General Laws, Chapter 270B, Section 10, and the provisions of the Massachusetts Professional Land Surveyors Board, dated July 17, 2012, in which the property is located.

2. The survey was conducted in accordance with the provisions of the Massachusetts General Laws, Chapter 270B, Section 10, and the provisions of the Massachusetts Professional Land Surveyors Board, dated July 17, 2012, in which the property is located.

3. The survey was conducted in accordance with the provisions of the Massachusetts General Laws, Chapter 270B, Section 10, and the provisions of the Massachusetts Professional Land Surveyors Board, dated July 17, 2012, in which the property is located.

4. The survey was conducted in accordance with the provisions of the Massachusetts General Laws, Chapter 270B, Section 10, and the provisions of the Massachusetts Professional Land Surveyors Board, dated July 17, 2012, in which the property is located.

5. Common law party wall rights, and rights in party wall as shown on the survey.

6. The survey was conducted in accordance with the provisions of the Massachusetts General Laws, Chapter 270B, Section 10, and the provisions of the Massachusetts Professional Land Surveyors Board, dated July 17, 2012, in which the property is located.

7. The survey was conducted in accordance with the provisions of the Massachusetts General Laws, Chapter 270B, Section 10, and the provisions of the Massachusetts Professional Land Surveyors Board, dated July 17, 2012, in which the property is located.

8. The survey was conducted in accordance with the provisions of the Massachusetts General Laws, Chapter 270B, Section 10, and the provisions of the Massachusetts Professional Land Surveyors Board, dated July 17, 2012, in which the property is located.

9. The survey was conducted in accordance with the provisions of the Massachusetts General Laws, Chapter 270B, Section 10, and the provisions of the Massachusetts Professional Land Surveyors Board, dated July 17, 2012, in which the property is located.

10. The survey was conducted in accordance with the provisions of the Massachusetts General Laws, Chapter 270B, Section 10, and the provisions of the Massachusetts Professional Land Surveyors Board, dated July 17, 2012, in which the property is located.

**OTTE & DWYER, INC.**  
 LAND SURVEYORS  
 WWW.OTTEDWYER.COM  
 59 APPLETON STREET SAUGUS, MA 01906  
 P.O. BOX 982 SAUGUS, MA 01906  
 SCALE: 1"=20'

DATE: 07/10/2014

SCALE: 1"=20'

DATE: 07/10/2014

ALTA/ACSM LAND TILE SURVEY  
 1221-1229 BEACON STREET  
 BROOKLINE, MASS. 02446

PREPARED FOR  
 HAMPTON COURT REALTY LLC

BY  
 OTTE & DWYER, INC.  
 LAND SURVEYORS

WWW.OTTEDWYER.COM  
 59 APPLETON STREET SAUGUS, MA 01906  
 P.O. BOX 982 SAUGUS, MA 01906  
 SCALE: 1"=20'

DATE: 07/10/2014

**LEGEND**

Three standard symbols will be found in the drawing:

- Light Traffic
- Medium Traffic
- Heavy Traffic
- Water
- Underground Electric
- Drain
- Overhead Electric
- Overhead Water
- Overhead Gas
- Overhead Cable
- Overhead Fiber
- Overhead Power
- Overhead Telephone
- Overhead Cable TV
- Overhead Data
- Overhead Radio
- Overhead Microwave
- Overhead Satellite
- Overhead Other

**Parcel 1**  
 31,558 sq. ft.  
 Building Footprint Area = 11,535 sq. ft.  
 Building Height = 50' 3"

**Parcel 2**  
 3,605 sq. ft.  
 Building Footprint Area = 1,508 sq. ft.  
 Building Height = 15' 0"



**Parcel Description**

**Parcel 1:** A certain parcel of land with the building thereon, lot numbered 1221-1229 Beacon Street, Brookline, Norfolk County, Massachusetts, also known as Brookline Motor Hotel, bounded as described on file.

**Parcel 2:** A certain parcel of land with the building thereon, lot numbered 1221-1229 Beacon Street, Brookline, Norfolk County, Massachusetts, also known as Brookline Motor Hotel, bounded as described on file.

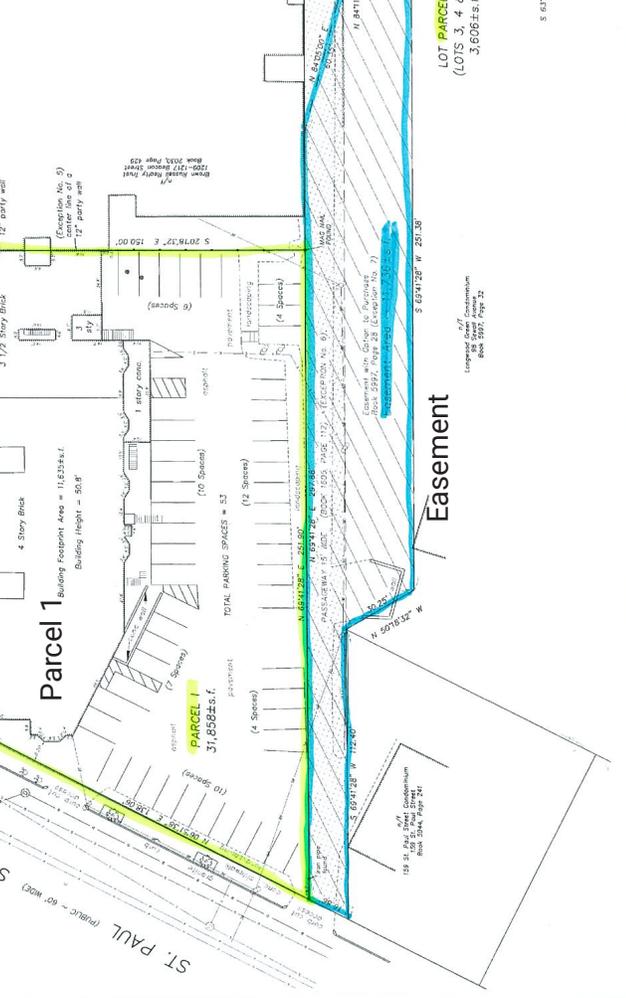
**Parcel 3:** A certain parcel of land with the building thereon, lot numbered 1221-1229 Beacon Street, Brookline, Norfolk County, Massachusetts, also known as Brookline Motor Hotel, bounded as described on file.

**Parcel 4:** A certain parcel of land with the building thereon, lot numbered 1221-1229 Beacon Street, Brookline, Norfolk County, Massachusetts, also known as Brookline Motor Hotel, bounded as described on file.

**Parcel 5:** A certain parcel of land with the building thereon, lot numbered 1221-1229 Beacon Street, Brookline, Norfolk County, Massachusetts, also known as Brookline Motor Hotel, bounded as described on file.

**Parcel 1**  
 31,558 sq. ft.  
 Building Footprint Area = 11,535 sq. ft.  
 Building Height = 50' 3"

**Parcel 2**  
 3,605 sq. ft.  
 Building Footprint Area = 1,508 sq. ft.  
 Building Height = 15' 0"



**QUITCLAIM DEED**

**Cambrook Limited Partnership**, a Massachusetts limited partnership ("Grantor"), for consideration paid in the amount of One Dollar (\$1.00), grants to **Hampton Court Realty LLC**, a Massachusetts limited liability company having an address of c/o Chestnut Hill Realty Corp., 300 Independence Way, Chestnut Hill, Massachusetts 02467, with quitclaim covenants, the land located in the Commonwealth of Massachusetts, with the improvements thereon, being more particularly described as set forth on Exhibit A attached hereto.

Said premises are conveyed together with a grant of Easement dated April 14, 1982, recorded in Book 5997, Page 28.

For Grantor's title, see Quitclaim Deed dated December 18, 1996 and recorded with the Norfolk County Registry of Deeds in Book 11640, Page 542.

The consideration for this Quitclaim Deed is less than One Hundred and 00/100 (\$100.00) Dollars and, therefore, no deed stamps are required to be affixed herein.

The foregoing premises are conveyed subject to and with the benefit of all easements, covenants, restrictions, takings, rights of way, and other matters recorded with the Norfolk Registry of Deeds to the extent now outstanding and in force and effect.

[SIGNATURES ARE CONTINUED ON THE NEXT PAGE]

Property Address: 1221-1229 Beacon Street, Brookline, Massachusetts

RELEASED AND RECORDED  
NORFOLK COUNTY  
REGISTRY OF DEEDS  
DORCHAM, MA

CERTIFY  
*William P. O'Connell*  
WILLIAM P. O'CONNELL, REGISTER

REBECCA A. PETERSEN  
BERNKOPF GOODMAN LLP  
125 SUMMER STREET  
BOSTON, MA 02110-1021

IN WITNESS WHEREOF, Grantor has caused this deed to be signed,  
acknowledged and delivered as a sealed instrument as of July 29, 2005

CAMBROOK LIMITED PARTNERSHIP

By: CGP I, Inc., its General Partner

By:   
Peter F. Poras, its Treasurer,  
duly authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 29<sup>th</sup> day of July, 2005, before me, the undersigned notary public,  
personally appeared Peter F. Poras, proved to me through satisfactory evidence of  
identification, which was a driver's license, to be the person whose name is signed on the  
preceding or attached document, and acknowledged to me that he signed it voluntarily for  
its stated purpose as Treasurer of CGP I, Inc., the General Partner of Cambrook Limited  
Partnership, a Massachusetts limited partnership.



*[Notary Seal]*

  
NOTARY PUBLIC

Printed Name: Margaret E. Watson  
My Commission Expires: 10/27/06

**EXHIBIT "A"**

LEGAL DESCRIPTION

PARCEL I:

A certain parcel of land with the buildings thereon now known and numbered 1221-1229 Beacon Street, Brookline, Norfolk county, Massachusetts, also known as Brookline Motor Hotel, bounded and described as follows:

NORTHERLY by Beacon Street, one hundred forty-four and 40/100 (144.40) feet;

NORTHERLY AND

NORTHWESTERLY by a curved line forming the intersection of said Beacon Street and St. Paul Street, fifty-four and 83/100 (54.83) feet;

NORTHWESTERLY by said St. Paul Street, one hundred thirty-eight and 06/100 (138.06) feet;

SOUTHERLY by a passageway fifteen (15) feet wide, as shown on a plan by Henry F. Bryant, Engineer, dated December 11, 1909, and recorded with Norfolk County Registry of Deeds in Plan Book 61, Plan 2915, two hundred fifty-one and 90/100 (251.90) feet; and

EASTERLY by a partition wall, one hundred fifty (150) feet.

PARCEL II:

Also a certain parcel of land in said Brookline with the garage buildings thereon, being shown as Lots 3, 4 and 5 on a "Plan of Land in Brookline, Mass.," by Chester J. Wallace and Ralph A. Doane, Engineers, dated October 22, 1923, recorded with Norfolk Deeds, Book 1591, Page 143, said lots being together bounded and described as follows:

NORTHERLY on a passageway fifteen (15) feet wide leading to St. Paul Street, fifty-nine and 89/100 (59.89) feet;

SOUTHEASTERLY on Lot 1 on said plan, from the aforesaid passageway to the northerly line of Lot 3 on said plan forty-nine and 10/100 (49.10) feet;

NORTHERLY again by said Lot 1 on said plan, twenty-six and 73/100 (26.73) feet;

EASTERLY by Lot 2 on said plan, thirty-eight and 04/100 (38.04) feet;

SOUTHERLY by land now or formerly of Elizabeth Cooling fifty-seven and 50/100 (57.50) feet;

WESTERLY by land now or formerly of the G&S Investment Co., Inc., sixty-eight and 81/100 (68.81) feet.

Parcels I and II are conveyed together with the Easement contained in that certain Grant of Easement and Option to Purchase given by L-G

Development Corporation to Edward E. Zucker, Trustee of Hampton Hill Realty Trust, dated April 14, 1982 and recorded with Norfolk County Registry of Deeds in Book 5997, Page 28.

GRANT OF EASEMENT AND OPTION TO PURCHASE

L-G DEVELOPMENT CORPORATION, a Massachusetts corporation with its principal place of business in Brookline, Massachusetts, for consideration paid of One Hundred (\$100.00) Dollars, hereby grants to EDWARD E. ZUKER, TRUSTEE OF HAMPTON HILL REALTY TRUST, under Declaration of Trust dated August 4, 1977 and recorded with Norfolk Registry of Deeds at Book 5365, Page 353, whose mailing address is P.O. Box 57, Brookline, Massachusetts, his successors, assigns and transferees, with QUITCLAIM COVENANTS, a perpetual right and easement in, to, upon and over the land in Brookline, Norfolk County, Massachusetts, shown as "Easement Area" on a plan entitled "Plan Snowing Easement Area Brookline, Mass. Scale 1" = 30', April 8, 1982, John F. Hennessy, C.E." recorded herewith.

The said right and easement shall be for the purpose of ingress and egress, by foot and by motor vehicles, to and from St. Paul Street in said Brookline, and for the purpose of parking motor vehicles in an area to be designated by the Grantee. The Grantee shall also have the right to construct, repair, maintain and replace a retaining wall along the southern and southwestern boundary lines of the Easement Area and to remove dirt and fill from portions thereof.

The Grantee's rights hereunder are subject to all restrictions, conditions and easements of record, and more particularly an Agreement dated June 27, 1924 and recorded with the said Registry of Deeds in Book 1605, Page 112. The Grantee hereby agrees for himself, his heirs and assigns, that he will fully perform all of the Grantor's obligations under the said Agreement insofar as they apply to the said Easement Area, and that he will not interfere with or impair the rights of others entitled under the said Easement Agreement to use the area shown as "Passageway 15 feet Wide" on a plan recorded with the said Registry of Deeds at Book 1591, Page 143. The Grantee's

RECEIVED & RECORDED  
APR 30 10 25 AM '82

easement in that part of the Easement Area which is not within the limits of said Passageway shall be exclusive, except for the rights hereby reserved by the Grantor, its successors, assigns and transferees to enter upon and to use such portions of the Easement Area as is reasonably necessary to repair and maintain the building on the property now known and numbered as 93-110 Sewall Avenue, Brookline, Massachusetts.

This easement shall be appurtenant to and for the benefit of adjoining land of the Grantee known and numbered as 1221-1223 Beacon Street in said Brookline.

L-3 Development Corporation also grants to Edward E. Zuker, Trustee as aforesaid, the exclusive option to purchase the Easement Area or such lesser area contained therein as may be designated by Grantee in fee simple, subject to all restrictions, conditions and easements of record existing as of the date hereof.

This option shall be of no force and effect unless the conveyance of the Easement Area or such lesser area is made within five (5) years of the date hereof. The purchase price shall be \$100.00.

The Grantor and its successors and assigns shall render all appropriate aid and cooperation to the Grantee in obtaining any governmental permits or approvals which may be necessary to effectuate the work necessary to construct such retaining wall and a conveyance of the Easement Area. The costs of all such permits and approvals shall be borne by the Grantee.

Upon written request from the Grantee, the Grantor shall deliver to Grantee a quitclaim deed in recordable form conveying good clear record and marketable title to the Easement Area or such lesser area contained therein as may be designated by the Grantee subject only to easements, conditions and rights of way existing as of the date hereof.

Grantee agrees to hold Grantor harmless from and against any and all damage arising from his use of the easement herein granted and agrees to pay any damage or damages which may arise to the property, premises or rights of the Grantor as a result of Grantee's use, occupation, and/or exercise of his rights hereunder.

By the acceptance of the delivery of the within instrument, evidenced by the recording thereof with the Norfolk County Registry of Deeds, Grantee hereby expressly acknowledges, covenants, and agrees with Grantor as follows:

1. This instrument and all of the rights, easements and the option hereunder are and shall at all times be subject and subordinate to that certain Mortgage of L-G Development Corporation to Brookline Trust Company, securing obligations in the sum of \$1,000,000.00, dated as of April 14, 1982 and to be recorded herewith.

2. None of the rights, easements nor the option in favor of Grantee hereunder may be exercised without the prior written approval in each instance of the holder of the foregoing Mortgage for so long as said Mortgage remains undischarged of record.

The terms and conditions of this option shall be binding on the heirs, successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the said L-G Development Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Edward E. Zuker, its President and Treasurer, hereto duly authorized this 14th day of April, 1982.

L-G DEVELOPMENT CORPORATION

BY: Edward E. Zuker  
Edward E. Zuker, its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. April 14, 1982  
Then personally appeared before me the above-named Edward E. Zuker and acknowledged the foregoing instrument to be the free act and deed of L-G Development Corporation.

John B. Shevlin, Jr.  
Notary Public, John B. Shevlin, Jr.  
My commission expires: 11/23/84

PROPERTY ADDRESS: 98-116 Sewall Avenue, Brookline, MA

-3-

ACCEPTANCE

I, Edward E. Zuker, as Trustee of Hampton Hill Realty Trust, hereby accept the terms and conditions of the foregoing easement and option and agree to abide by the same.

Edward E. Zuker  
Edward E. Zuker, Trustee

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. April 14, 1982  
Then personally appeared before me the above-named Edward E. Zuker and acknowledged his execution of the foregoing instrument to be his free act and deed, before me.

John B. Shevlin, Jr.  
Notary Public  
My commission expires: 11-23-84

-4-

**HAMPTON COURT BEACON LLC**  
**A Massachusetts Limited Liability Company**

**OPERATING AGREEMENT**

HAMPTON COURT BEACON LLC

OPERATING AGREEMENT

Table of Contents

ARTICLE I Organizational Powers and Membership ..... 1

    1.01 Organization..... 1

    1.02 Purpose of the LLC..... 1

    1.03 Powers..... 2

    1.04 Affirmative Covenants..... 3

    1.05 Designation of Managers..... 4

ARTICLE II Capital Contributions and Liability of Members ..... 4

    2.01 Capital Accounts..... 4

    2.02 Capital Contributions..... 4

    2.03 No Withdrawal of or Interest on Capital..... 4

    2.04 Liability of Members..... 5

    2.05 Managers as Members..... 5

ARTICLE III Additional Capital ..... 5

    3.01 Funding Capital Requirements..... 5

    3.02 Third Party Liabilities..... 5

ARTICLE IV Distributions; Profits and Losses ..... 6

    4.01 Distribution of LLC Funds..... 6

    4.02 Distribution Upon Dissolution..... 6

    4.03 Distribution of Assets in Kind..... 6

    4.04 Allocation of Income, Profits and Losses..... 7

    4.05 Tax Withholding..... 7

    4.06 Distributions to Cover Members’ Tax Liabilities..... 7

    4.07 Limited Dividend Status..... 8

ARTICLE V Management..... 8

    5.01 Management of the LLC..... 8

    5.02 Binding the LLC..... 9

    5.03 Compensation of Managers and Members..... 9

    5.04 Contracts with Affiliated Persons; Immediate Family Members..... 10

    5.05 Indemnification..... 10

    5.06 Other Activities..... 10

ARTICLE VI Fiscal Matters..... 10

    6.01 Books and Records..... 10

    6.02 Bank Accounts..... 11

    6.03 Fiscal Year..... 11

    6.04 Tax Matters Partner..... 11

    6.05 Section 754 Election..... 11

<u>ARTICLE VII Transfer of Interests and Admission of New Members</u> .....	12
7.01 <u>General Restrictions on Transfer</u> .....	12
7.02 <u>Permitted Transfers</u> .....	13
<u>ARTICLE VIII Dissolution and Termination</u> .....	13
8.01 <u>Events Causing Dissolution</u> .....	13
8.02 <u>Procedures on Dissolution</u> .....	13
<u>ARTICLE IX General Provisions</u> .....	14
9.01 <u>Notices</u> .....	14
9.02 <u>Word Meanings</u> .....	14
9.03 <u>Binding Provisions</u> .....	14
9.04 <u>Applicable Law</u> .....	14
9.05 <u>Counterparts</u> .....	14
9.06 <u>Separability of Provisions</u> .....	14
9.07 <u>Section Titles</u> .....	15
9.08 <u>Amendments</u> .....	15
9.09 <u>Entire Agreement</u> .....	15
9.10 <u>Waiver of Partition</u> .....	15
9.11 <u>Survival of Certain Provisions</u> .....	15
<u>ARTICLE X Definitions</u> .....	16

HAMPTON COURT BEACON LLC

OPERATING AGREEMENT

AGREEMENT dated as of the 30<sup>th</sup> day of March, 2018, by CM-HCB Corp., a Massachusetts corporation, as the Manager, and the Persons identified as the Members in Schedule I annexed hereto, made a part hereof and hereby incorporated herein by reference. Except as otherwise provided, the capitalized terms used in this Agreement shall have the meanings set forth in Article X hereof.

WHEREAS, HAMPTON COURT BEACON LLC (the “LLC”) has been formed as a limited liability company under the laws of the Commonwealth of Massachusetts by the filing on March 30, 2018, of the Certificate in the office of the Secretary of State of the Commonwealth of Massachusetts; and

WHEREAS, the Member and the Manager wish to set out fully their respective rights, obligations and duties with respect to the LLC and its assets;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Organizational Powers and Membership

1.01 Organization.

The Manager shall file such certificates and documents as appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the LLC shall conduct business and shall continue to do so as long as the LLC conducts business therein. By Approval of the Manager, the LLC may establish places of business within and without the Commonwealth of Massachusetts, as and when required by its business and in furtherance of its purposes set forth in Section 1.02 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. By Approval of the Manager, the LLC may from time to time change its name, its Agent, the location of its registered office, the general character of its business and/or any other matter described in the Certificate. The Manager shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Member.

1.02 Purpose of the LLC.

The LLC is organized for the business and purpose of leasing (to and/or from others), owning, managing, developing, improving, financing and operating real and/or personal property of every kind and description, together with any improvements on such real property, to act as a trustee in one or more land or nominee trusts and/or as a member, manager, partner, shareholder or co-venturer in limited liability companies, general and/or limited partnerships, corporations and/or other similar types of businesses, and to do any and all things necessary, convenient, or incidental to that purpose, and the Manager is authorized on behalf of the Company, to execute, acknowledge, negotiate and deliver all instruments, contracts, agreements and documents necessary to pursue and effectuate the Company’s business, including, without

limitation, ground leases, notes, mortgages, financing documents of every name, nature or kind and to participate in or under government programs in connection with the Company business.

1.03 Powers.

Subject to all other provisions of this Agreement, in furtherance of the conduct of the business described in the Certificate and the purpose described in Section 1.02 hereof, the LLC is hereby authorized:

(a) To acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the LLC;

(b) To invest and reinvest in securities or any property, real or personal, or any businesses, partnerships, limited liability companies or joint ventures;

(c) To construct, improve, operate, maintain, develop, finance and improve, and own, sell, convey, assign or lease any real estate and/or any personal property and in connection therewith to participate in or under government programs;

(d) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgage, pledge or other loan on any of the assets of the LLC;

(e) To guarantee the repayment of the loans of other parties, and to secure the same by mortgage, pledge or other loan on any of the assets of the LLC;

(f) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC;

(g) To prepay, in whole or in part, refinance or modify any mortgage affecting any assets of the LLC;

(h) To employ Persons, including Affiliated Persons and/or members of a Member's Immediate Family, to provide advisory, administrative, professional and other services to the LLC, and to pay reasonable compensation for such services;

(i) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of, the purposes of the LLC, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts;

(j) To sell, convey and assign any or all of the assets of the LLC in the ordinary course of business and to take all other appropriate actions in connection with the dissolution or liquidation of the LLC;

(k) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including, but not limited to, any of the following:

i. any and all agreements, certificates, instruments or documents required by any mortgagee from time to time in connection with the acquisition, ownership, development and operation of any of the assets of the LLC;

ii. any deed, lease, mortgage, mortgage note, bill of sale, contract or any other instrument purporting to convey or encumber any of the assets of the LLC;

iii. any and all instruments or documents requisite to carrying out the intention and purpose of this Agreement, including, without limitation, the filing of all business certificates, all amendments thereto and documents deemed advisable by the Manager in connection with obtaining or maintaining any financing arrangements for any of the assets of the LLC;

iv. any and all agreements, contracts, documents, notes, certificates and instruments whatsoever involving the construction, development, management, maintenance and operation of any of the assets of the LLC; and

v. any and all operating agreements of limited liability companies, whether as a member or manager, joint venture, limited and general partnership agreements, guarantees, and contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC; and

(l) To take any other action not prohibited under the Act or other applicable law.

#### 1.04 Affirmative Covenants.

In the conduct of its business, the LLC shall:

(a) Maintain its bank accounts, books of account and records separate and apart from any other person or entity, and maintain separate financial statements, accounting records and LLC documents separate from those of any other person or entity;

(b) Hold itself out as a separate and distinct entity, conduct its business in its own name, identify itself in all dealings with third parties under its own name, not hold itself out as having agreed to pay or become liable for the debts of any other person or entity, and correct any known misunderstanding regarding its separate identity;

(c) Pay its liabilities out of its own funds and use separate checks, stationery and invoices;

(d) Observe all limited liability company formalities and keep correct and complete books and records of accounts and minutes of the meetings and other proceedings of the Members;

(e) Maintain an arm's-length relationship with all affiliates;

(f) Maintain adequate capital in light of its contemplated business operations;

(g) Pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;

(h) Allocate fairly and reasonably any overhead for shared office space and not allocate to the Members or Managers any general overhead or administrative expenses of the LLC;

(i) Not maintain joint bank accounts or other depository accounts to which any Member or Manager has independent access; and

(j) Ensure that its funds and other assets are identifiable and not co-mingle its funds or other assets with those of any other person or entity, or permit any person or entity, other than the Manager, to control Borrower's decisions with respect to the LLC's daily affairs.

1.05 Designation of Managers.

Reference is hereby made to the fact that the initial Manager of the LLC is CM-HCB Corp., a Massachusetts corporation. Any Person may be designated as a Manager at any time by the Approval of the then Manager(s) with the Consent of the Members. A Manager's status as a Manager may be terminated at any time when there are at least two (2) Managers by the Approval of such other Manager(s) and with the Consent of the Members. No Manager may resign from, retire from, abandon or otherwise terminate his or her status as a Manager except after 60 days' notice to all Members. If a Manager has given such notice, such Manager shall not unreasonably withhold his or her Approval of any proposed new Manager who has the Consent of the Members.

ARTICLE II

Capital Contributions and Liability of Members

2.01 Capital Accounts.

A separate Capital Account shall be maintained for each Member, including any Member who shall hereafter acquire an interest in the LLC.

2.02 Capital Contributions.

(a) On the date of this Agreement, each of the initial Members shall be required to contribute to the capital of the LLC the contribution(s) identified on Schedule I.

(b) Except as set forth in Article III, no Member or Manager shall be entitled, obligated or required to make any loan to the LLC or any Capital Contribution to the LLC in addition to his or her Capital Contribution made pursuant to Section 2.02(a). No loan made to the LLC by any Member or Manager shall constitute a Capital Contribution to the LLC for any purpose.

2.03 No Withdrawal of or Interest on Capital.

No Member shall have the right to resign from the LLC and to receive any distribution from the LLC as a result of such resignation, and no Member shall have the right to receive the return of all or any part of his or her Capital Contribution or Capital Account, or any other distribution, except with the Approval of the Manager or as specifically provided in this Agreement. No Member shall have any right to demand and receive property of the LLC in exchange for all or any portion of his or her Capital Contribution or Capital Account, except as provided in Section 4.02 upon dissolution and liquidation of

the LLC. No interest or preferred return shall accrue or be paid on any Capital Contribution or Capital Account.

2.04 Liability of Members.

No Member, in his or her capacity as a Member, shall have any liability to restore any negative balance in his or her Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or other applicable law. Except to the extent otherwise provided by law, in no event shall any Member, in his or her capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

2.05 Managers as Members.

No Manager is required to hold any membership interest in the LLC in order to serve as a Manager. It is specifically provided that any Manager, including a Manager who does not hold a membership interest in the LLC, has the authority to bind the LLC in the manner set forth in Section 5.02.

ARTICLE III

Additional Capital

3.01 Funding Capital Requirements.

(a) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the LLC may borrow funds from such lender(s), including Members and/or Manager, and on such terms and conditions as are Approved by the Manager.

(b) No Member or Manager shall have any obligation to give notice of an existing or potential default of any obligation of the LLC to any of the Members or the Manager, nor shall any Member or Manager be obligated to make any Capital Contributions or loans to the LLC, or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

3.02 Third Party Liabilities.

The provisions of this Article III are not intended to be for the benefit of any creditor or other Person (other than a Member in his or her capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member.

ARTICLE IV

Distributions; Profits and Losses

4.01 Distribution of LLC Funds.

Except as provided in Section 4.02, Section 4.05, Section 4.06, and Section 4.07, all Distributable Cash shall be distributed to the Members as follows:

- (a) First, to the Members in proportion to their Adjusted Capital Contributions until their Adjusted Capital Contributions are reduced to zero; and
- (b) Second, the balance to the Members in proportion to their respective Percentage Interests.

4.02 Distribution Upon Dissolution.

Proceeds from a Terminating Capital Transaction and/or other amounts or assets available upon dissolution, and after payment of, or adequate provision for, the debts and obligations of the LLC, shall be distributed and applied in the following priority:

(a) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by Approval of the Manager, provided that, upon the expiration of such period of time as the Manager by Approval shall deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Section; and

(b) Second, to the Members, an amount sufficient to reduce the Members' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by (i) all other LLC transactions (distributions and allocations of Profits and Losses and items of income, gain, deduction and loss) and (ii) such Terminating Capital Transaction).

(c) Third, the balance to the Members in proportion to their respective Percentage Interests.

4.03 Distribution of Assets in Kind.

No Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their respective fair market values as determined by the Approval of the Manager. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Approval of the Manager, receive separate assets of the LLC and not an interest as tenant-in-common, with other Members so entitled, in each asset being distributed.

#### 4.04 Allocation of Income, Profits and Losses.

(a) Income, Losses, etc. Except as provided in this Section, all income, gains, losses, deductions, credits and other items of the LLC shall be allocated among the Members in accordance with their Percentage Interests as set forth on Schedule I attached hereto. Such Schedule I shall be amended from time to time to reflect the withdrawal or admission of Members and any changes in the interests of Members arising from the transfer of LLC interests to or by a Member.

(b) General Provisions Regarding Allocations. Notwithstanding any provision to the contrary, all allocations shall be made, and the Agreement shall in all ways be construed to contain all necessary provisions, such that its allocations have substantial economic effect as provided in the Allocation Regulations. If the Allocation Regulations require this Agreement to contain any express language for such purpose, such language is hereby adopted by reference thereto. To the greatest extent possible consistent with the provisions of the preceding sentence, such allocations shall be made in the manner expressly set forth in this Agreement.

(c) Provisions Regarding Allocations of Non-recourse Deductions. Notwithstanding any provision to the contrary, allocations of non-recourse deductions shall be made in accordance with the Members' interests in the LLC in accordance with the Allocation Regulations. This Agreement hereby adopts the "minimum gain charge back" provisions contained in Section 1.704 of the Allocation Regulations to the minimum extent necessary to meet the aforesaid test for allocations of non-recourse deductions.

(d) Provisions Regarding Section 704(c). In accordance with Section 704(c) of the Code, income, gain, loss and deduction with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property and its fair market value at the time of its contribution.

#### 4.05 Tax Withholding.

If the LLC incurs a withholding tax obligation with respect to the share of income allocated to any Member, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such Member and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member, and (b) any amount which is so paid over by the LLC, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section shall be repaid by such Member to the LLC within thirty (30) days after the Manager, acting by Approval, gives notice to such Member making demand therefor. Any amounts so advanced and not timely repaid by such Member shall bear interest, commencing on the expiration of said 30-day period, compounded monthly on unpaid balances, at an annual rate equal to the lowest Applicable Federal Rate as of such expiration date. The LLC shall collect any unpaid amounts so advanced from any LLC distributions that would otherwise be made to such Member.

#### 4.06 Distributions to Cover Members' Tax Liabilities.

The Manager shall, at a minimum, provided such funds are available from the Company, distribute annually to Members amounts intended to cover the potential federal, state or local tax obligations of such Members on account of the cumulative allocation to them of taxable income in excess of tax losses

pursuant to this Agreement. For purposes of the foregoing, such federal, state and local tax obligations of each Member shall be assumed to equal the highest effective combined federal and state income tax rate applicable to any Member multiplied by the product of (a) each Member's Percentage Interest and (b) the cumulative allocation to all Members of taxable income in excess of tax losses determined as described in the definition of Profits and Losses without the adjustments listed therein, with the result reduced by the cumulative amount, if any, previously distributed in the same year pursuant to this Section. Distributions made to the Members pursuant to this Section shall be made in proportion to their respective amounts calculated under the previous sentence. For purposes of applying Sections 4.01 to subsequent distributions to the Members, distributions made pursuant to this Section shall be disregarded and shall not be deemed to have been made pursuant to Sections 4.01.

4.07 Limited Dividend Status.

The Company shall be a "Limited Dividend Organization" pursuant to Massachusetts General Laws Chapter 40B, Section 21 and 760 Code of Massachusetts Regulations 56.02 and agrees, notwithstanding any other provisions herein regarding the distribution of profit or income, to limit the dividend on the invested equity to no more than that allowed by the applicable statute or regulations governing any pertinent housing financing program utilized by the Company for financing any project that receives a comprehensive permit for the project under Chapter 40B.

ARTICLE V

Management

5.01 Management of the LLC.

The overall management and control of the business and affairs of the LLC shall be vested in the Manager, acting by Approval. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Manager, and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager shall devote such time to the affairs of the LLC as is reasonably necessary for performance by such Manager of his or her duties, provided such Persons shall not be required to devote full time to such affairs. The Manager shall have the right and power to manage, operate, and control the LLC, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including, without limitation, the right:

- (a) To manage the business of the LLC, including through Persons employed by the LLC for such purpose;
- (b) To execute, deliver, make, modify or amend such documents and instruments, in the name of the LLC, as the Manager acting by Approval may deem necessary or desirable in connection with the management of the business of the LLC or for the purposes of the LLC;
- (c) To acquire, sell, transfer, assign, finance, convey, lease (as landlord or tenant), mortgage or otherwise dispose of all or any part of the business of the LLC and/or all or any part of the assets of the LLC;
- (d) To borrow money and otherwise obtain credit and other financial accommodations;

(e) To perform or cause to be performed all of the LLC's obligations under any agreement to which the LLC is a party, including without limitation, any obligations of the LLC or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the LLC;

(f) To employ, engage, retain or deal with any Persons to act as employees, agents, brokers, accountants, lawyers or in such other capacity as the Manager, acting by Approval may deem necessary or desirable;

(g) To appoint individuals to act as officers of the LLC and delegate to such individuals such authority to act on behalf of the LLC and such duties and functions as the Manager, acting by Approval, shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;

(h) To adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(i) To acquire and enter into any contract of insurance necessary or proper for the protection of the LLC and/or any Member and/or any Manager and/or any officers and/or directors of a Manager, including without limitation to provide the indemnity described in Section 5.05 or any portion thereof;

(j) With the Consent of the Members, to adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets;

(k) To make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(l) To establish a record date for any distribution to be made under Article IV;

(m) to guarantee the debts of others; and

(n) To perform any other act which the Manager, acting by Approval, may deem necessary or desirable for the LLC or its business.

## 5.02 Binding the LLC.

Any action taken by a Manager as a Manager of the LLC, with Approval, shall bind the LLC and any other Managers and shall be deemed to be the action of the LLC and of any other Managers. The signatures of at least one (1) Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

## 5.03 Compensation of Managers and Members.

No payment shall be made by the LLC to any Manager or Member for such Manager's or Member's services as a Manager or Member except as provided in this Agreement. Each Manager shall be entitled to reimbursement from the LLC for all expenses incurred by such Manager in managing and conducting the business and affairs of the LLC. The Manager, acting by Approval, shall determine which expenses, if any, are allocable to the LLC in a manner which is fair and reasonable to the Manager and the LLC, and if such allocation is made in good faith it shall be conclusive in the absence of manifest error.

#### 5.04 Contracts with Affiliated Persons; Immediate Family Members.

With the Approval of the Manager, the LLC may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Member, Manager, Affiliated Person, or member of any Member's Immediate Family, and may pay compensation thereunder for such goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error.

#### 5.05 Indemnification.

Each Manager, and the officers, directors and shareholders of any Manager which is a corporation in accordance with applicable law and the articles of organization, by-laws and other governing documents of such corporation, shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them, by this Agreement, and/or for any act omitted to be performed except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses. The doing of any act or failure to do any act by a Manager, the effect of which may cause or result in loss or damage to the LLC, if done in good faith to promote the best interests of the LLC, shall not subject the Manager to any liability to the Members except for gross negligence or willful misconduct.

#### 5.06 Other Activities.

The Members, the Manager and any Affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as managers and general partners of other limited liability companies and partnerships with purposes similar to those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

### ARTICLE VI

#### Fiscal Matters

#### 6.01 Books and Records.

Subject to and consistent with the provisions of Section 1.04 hereof, the Manager shall keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC to the extent applicable and otherwise in accordance with generally accepted accounting principles consistently applied. Such books and records shall all be maintained and be available, in addition to any documents and information

required to be furnished to the Members under the Act, at an office of the LLC for examination and copying by any Member, or his or her duly authorized representative, upon reasonable request therefor and at the expense of such Member. A current list of the full name and last known address of each Member, a copy of this Agreement, any amendments thereto, and the Certificate, including all certificates of amendment thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, the Certificate or any certificate of amendment has been executed, copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent years, shall all be maintained at the registered office of the LLC required by Section 5 of the Act. Within one hundred twenty (120) days after the end of each fiscal year of the LLC, each Member shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at his or her own expense, cause an audit or review of the LLC books to be made by a certified public accountant of his or her own selection.

#### 6.02 Bank Accounts.

Subject to and consistent with the provisions of Section 1.04 hereof, bank accounts and/or other accounts of the LLC shall be maintained in such banking and/or other financial institution(s) as shall be selected by the Approval of the Manager, and withdrawals shall be made and other activity conducted on such signature or signatures as determined by the Approval of the Manager.

#### 6.03 Fiscal Year.

The fiscal year of the LLC shall end on December 31 of each year.

#### 6.04 Tax Matters Partner and Partnership Representative.

CM-HCB Corp., a Massachusetts corporation, is hereby designated as the LLC's Tax Matters Partner within the meaning of Section 6231(a)(7) of the Code, and with respect to any year to which the new partnership audit rules enacted by the Bipartisan Budget Act of 2015 apply, as the "partnership representative" within the meaning of Section 6223(a) of the Code. If at any time such Person is not eligible under the Code to serve, or refuses to serve, as the tax matters partner or partnership representative, another Member shall be designated by Approval of the Managers to serve as the tax matters partner or partnership representative. The partnership representative shall, to the extent permitted under the new partnership audit rules enacted by the Bipartisan Budget Act of 2015, shall cause the LLC to (i) elect-out annually from the default audit procedures in Section 6221(a) of the Code, or (ii) if (and only if) such election-out is not available for any particular year, shall cause the Company to make the election under Section 6226(a) of the Code to apply the alternative procedures to pass through payment of any underpayments to the applicable Members for that year.

#### 6.05 Section 754 Election.

Upon the request of any Member or any successor in interest of a Member, the LLC shall file an election under Section 754 of the Code, permitting an adjustment to basis under Section 743 and/or Section 734 of the Code, or any successor provisions thereto.

## ARTICLE VII

### Transfer of Interests and Admission of New Members

#### 7.01 General Restrictions on Transfer.

(a) No Member shall pledge, cause a lien to be placed against, encumber or Transfer all or any part of his or her interest as a Member of the LLC or otherwise withdraw from the LLC except as provided in Section 7.02 hereof.

(b) Every Transfer of an interest as a Member of the LLC permitted by this Article VII, including, without limitation, Transfers permitted by Section 7.02 hereof, shall nevertheless be subject to the following:

(i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer.

(ii) Notwithstanding anything contained herein to the contrary, no interest as a Member of the LLC shall be Transferred if, by reason of such Transfer, the classification of the LLC as a partnership for federal income tax purposes would be adversely affected or jeopardized, or if such Transfer would have any other substantial adverse effect for federal income tax purposes.

(iii) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument effecting such Transfer. The transferee shall execute such additional instruments as shall be reasonably required by the LLC. If and for so long as such instruments are not so executed and filed, the LLC need not recognize any such Transfer for any purpose.

(iv) Upon the admission or withdrawal of a Member, this Agreement (including without limitation Schedule I hereto) and/or the Certificate shall be amended, as appropriate by the Manager to reflect the then existing names and addresses of the Members and their respective Percentage Interests.

(c) Any Person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 7.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the terms, conditions, and obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(d) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be, or be treated as, or deemed to be, a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed by the Members

that damages at law would be an inadequate remedy for a breach or threatened breach or other violation of the provisions concerning such transactions set forth in this Agreement.

#### 7.02 Permitted Transfers.

The following Transfers shall be permitted notwithstanding the provisions of Section 7.01(a) above, but such permitted Transfers shall in any event be subject to Sections 7.01(b)-(d) hereof:

(a) An interest as a Member of the LLC may be Transferred from time to time as a part of any proceeding under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and subject to the requirements and provisions thereof.

(b) An interest as a Member of the LLC may be Transferred from time to time to any Legal Representative(s) and/or Affiliate(s) and/or member(s) of the Immediate Family of the transferring Member and/or any other Member of the LLC.

(c) An interest as a Member of the LLC may be Transferred from time to time with the Approval of the Manager, which may be withheld for any reason or for no reason.

### ARTICLE VIII

#### Dissolution and Termination

##### 8.01 Events Causing Dissolution.

The LLC shall be dissolved and its affairs wound up upon:

(a) The sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash and, by Approval of the Manager, a determination is made not to distribute any such non-cash items to the Members;

(b) The election for any reason to dissolve the LLC made in writing by the Approval of the Manager with the Consent of the Members; or

(c) Any consolidation or merger of the LLC with or into any entity unless:  
(1) the LLC is the resulting or surviving entity, or (2) the Manager otherwise Approves.

If the Manager does not elect to dissolve the LLC within ninety (90) days after the death, insanity, Bankruptcy, retirement, resignation or expulsion of any Member of the LLC, then the LLC shall not be dissolved by reason of such event and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts.

##### 8.02 Procedures on Dissolution.

Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall not terminate until the Certificate shall be canceled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this

Agreement. Upon dissolution of the LLC, the Manager, acting by Approval, or, if none, a liquidator elected by the Consent of the Members, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof under Section 4.02, and cause the cancellation of the Certificate.

## ARTICLE IX

### General Provisions

#### 9.01 Notices.

Any and all notices under this Agreement shall be effective (a) on the fourth (4<sup>th</sup>) business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to a Member at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

#### 9.02 Word Meanings.

The words “herein”, “hereinafter”, “hereinbefore”, “hereof” and “hereunder” as used in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. All section references, except as otherwise provided herein, are to sections of this Agreement.

#### 9.03 Binding Provisions.

Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

#### 9.04 Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

#### 9.05 Counterparts.

This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

#### 9.06 Separability of Provisions.

Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any

reason any provision or provisions herein would cause the Members to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

9.07 Section Titles.

Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

9.08 Amendments.

Except as otherwise specifically provided herein, including without limitation in Section 7.01(b)(iv), this Agreement may be amended or modified only with the Approval of the Manager and the Consent of the Members. Specifically, and without limiting the generality of the foregoing, this Agreement may be amended to provide for Capital Contributions from, distributions to, and allocations of Profits and Losses to one or more additional classes of Members, with the Approval of the Manager and the Consent of the Members. No member shall have any preemptive, preferential or other right with respect to the issuance or sale of any Member interests or any warrants, subscriptions, options or other rights with respect thereto.

9.09 Entire Agreement.

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

9.10 Waiver of Partition.

Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, each Member agrees that he or she shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his or her successors and assigns) accepts the provisions of this Agreement as his or her sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all rights to maintain any action for partition or to compel any sale or other liquidation with respect to his or her interest, in or with respect to, any assets or properties of the LLC. Each Member further agrees that he or she or it will not petition a court for the dissolution, termination or liquidation of the LLC.

9.11 Survival of Certain Provisions.

The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of Sections 2.04 and 5.05. The Members agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the Members hereunder shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such document specifically provides for nonsurvival by reference to this Section 9.11 and to the specific provisions hereof which are intended not to survive.

ARTICLE X

Definitions

The following defined terms used in this Agreement shall have the meanings specified below. The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

“Act” shall mean the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the office of the Secretary of State of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

“Adjusted Capital Contribution” shall mean a Member’s aggregate Capital Contribution to the LLC reduced by all distributions made to such Member under Article IV.

“Affiliated Person” or “Affiliate” shall mean, with reference to a specified Person, (a) any Person who owns directly or indirectly ten percent (10%) or more of the beneficial ownership in such Person, (b) any one or more Legal Representatives of such Person and/or any Persons referred to in the preceding clause (a); and (c) any entity in which any one or more of such Person and/or the Persons referred to in the preceding clauses (a) and (b) owns directly or indirectly ten percent (10%) or more of the beneficial ownership.

“Agent” shall mean the person designated in the Certificate as the resident agent for service of process in the Commonwealth of Massachusetts. The Agent shall serve as such until his or her resignation or until the designation of his or her successor, whichever occurs sooner.

“Agreement” shall mean this Operating Agreement as it may be amended, supplemented, or restated from time to time.

“Allocation Regulations” means the income tax regulations promulgated by the Treasury Department under Sections 704(b) and 752 of the Code, as such regulations have been or may be interpreted, modified, amplified or supplemented.

“Applicable Federal Rate” shall mean the Applicable Federal Rate as that term is defined in Code Section 1274(d)(1), whether the short-term, mid-term or long-term rate, as the case may be, as published from time to time by the Secretary of the Treasury.

“Approval” or “Approved” or “Approves” shall mean the written consent or approval of the sole Manager or, if there is more than one Manager, of a majority of the Managers.

“Bankruptcy” shall mean any of the following:

(a) If any Member shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such Member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of

all or any substantial part of his or her properties or his or her interest in the LLC (the term “acquiesce” as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty days after such order, judgment or decree);

(b) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under Title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of his or her properties or his or her interest in the LLC shall be appointed without the consent or acquiescence of such Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(c) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

“Book Value” shall mean, with respect to any asset of the LLC, such asset’s adjusted basis for federal income tax purposes, except that:

(a) The initial Book Value of any asset contributed by a Member of the LLC shall be the gross fair market value of such asset (not reduced for any liabilities to which it is subject or which the LLC assumes), as such value is determined and for which credit is given to the contributing Member under this Agreement;

(b) The Book Values of all assets of the LLC shall be adjusted to equal their respective gross fair market values, as determined by Approval of the Managers, at and as of the following times:

(i) The acquisition of an additional or new interest in the LLC by a new or existing Member in exchange for other than a de minimis capital contribution by such Member, if the Managers, acting by Approval, reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;

(ii) The distribution by the LLC to a Member of more than a de minimis amount of any asset of the LLC (including cash or cash equivalents) as consideration for all or any portion of an interest in the LLC, if the Managers, acting by Approval, reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members; and

(iii) The liquidation of the LLC within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and

(c) The Book Value of the assets of the LLC shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Book Value shall not be

adjusted pursuant to this clause (c) to the extent that the Managers, acting by Approval, determine that an adjustment pursuant to the immediately preceding clause (b) is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (c).

If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (a), (b) or (c), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits or Losses.

“Capital Account” shall mean a capital account maintained and adjusted in accordance with the Code and the Regulations, including the Regulations under Section 704(b) and (c) of the Code. The Capital Account of each Member shall be:

(a) Credited with all payments made to the LLC by such Member on account of Capital Contributions (and as to any property other than cash or a promissory note of the contributing Member, the agreed (as between the Members) fair market value of such property, net of liabilities secured by such property and assumed by the LLC or subject to which such contributed property is taken) and by such Member’s allocable share of Profits and items in the nature of income and gain of the LLC;

(b) Charged with the amount of any distributions to such Member (and as to any distributions of property other than cash or a promissory note of a Member or the LLC, by the agreed fair market value of such property, net of liabilities secured by such property and assumed by such Member or subject to which such distributed property is taken), and by such Member’s allocable share of Losses and items in the nature of losses and deductions of the LLC;

(c) Adjusted simultaneously with the making of any adjustment to the Book Value of the LLC’s assets pursuant to the definition thereof, to reflect the aggregate net adjustments to such Book Value as if the LLC recognized Profit or Loss equal to the respective amount of such aggregate net adjustments immediately before the event causing such adjustments; and

(d) Otherwise appropriately adjusted to reflect transactions of the LLC and the Members.

“Capital Contribution” shall mean the amount of cash and the value of any other property contributed to the LLC by a Member.

“Certificate” shall mean the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“Consent of the Members” shall mean the written consent or approval of the Sole Member, or if there is more than one Member, of more than sixty-six and two-thirds percent (66 2/3%) in interest, based on Percentage Interests held as Members, of those Members entitled to participate in giving such Consent, and if more than one class of Members is so entitled then more than sixty-six and two-thirds percent (66 2/3%) shall be so required with respect to each such class.

“Depreciation” shall mean, for each year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis

for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization or other cost recovery deduction computed for tax purposes with respect to such asset for such period bears to the adjusted tax basis for such asset, or if such asset has a zero adjusted tax basis, Depreciation shall be determined with reference to the initial Book Value of such asset using any reasonable method selected by Approval of the Managers, but not less than depreciation allowable for tax purposes for such year.

“Distributable Cash” shall mean all cash, revenues and funds received by the LLC which as determined by Approval of the Manager is available for distribution to the Members after the payment of all loans, including operating loans by Members, liabilities which are then due and payable, as well as such reserves as the Manager deems necessary for the operation of the LLC’s business.

“Immediate Family” with respect to any individual, means his ancestors, issue, any trust principally for the benefit of any one or more of such individuals, his estate, any entity beneficially owned by such individuals or trusts for their principal benefit, and a QTIP Trust (as hereinafter defined) for the benefit of such individual’s spouse. A “QTIP Trust” is a trust in which the beneficiary’s interest is no greater than an income interest for life and a right to principal distributions based upon the discretion of trustees other than the beneficiary, and of which the remainder beneficiaries are persons or entities described in the immediately preceding sentence.

“LLC” shall mean the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended.

“Legal Representative” shall mean, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death, minority or incompetency of such individual.

“Losses” shall have the meaning provided below under the heading “Profits and Losses”.

“Manager” shall refer to each Person named as a Manager in this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person’s capacity as a Manager of the LLC. “Managers” shall refer collectively to the Persons named as Managers in this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person’s capacity as a Manager of the LLC.

“Member” shall mean any Person named as a Member in this Agreement and any Person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in each such Person’s capacity as a Member of the LLC. “Members” shall refer collectively to the Persons named as Members in this Agreement (if there is only one Member, then this shall refer to the Sole Member) and any Person who becomes an additional, substitute or replacement Member of the LLC.

“Member Minimum Gain” shall mean “partner nonrecourse debt minimum gain” as that term is defined in Regulations Section 1.704-2(i)(2).

“Percentage Interest” shall be the percentage interest of a Member set forth in Schedule I, as amended from time to time.

“Person” shall mean any natural person, partnership (whether general or limited), limited liability company, trust, estate, association or corporation.

“Profits and Losses” shall mean, for each year or other period, an amount equal to the LLC’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this provision shall be added to such taxable income or loss;

(b) Any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this provision, shall be subtracted from such taxable income or added to such loss;

(c) Gain or loss from a disposition of property of the LLC with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of such property, rather than its adjusted tax basis;

(d) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation on the assets for such fiscal year or other period; and

(e) Any items which are separately allocated pursuant to Sections 4.05 and/or 4.06 which otherwise would have been taken into account in calculating Profits and Losses pursuant to the above provisions shall not be taken into account and, as the case may be, shall be added to or deducted from such amounts so as to be not part of the calculation of the Profits or Losses.

If the LLC’s taxable income or loss for such year, as adjusted in the manner provided above, is a positive amount, such amount shall be the LLC’s Profits for such year; and if negative, such amount shall be the LLC’s Losses for such year.

“Regulations” shall mean the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time.

“Terminating Capital Transaction” shall mean a sale or other disposition of all or substantially all of the assets of the LLC.

“Transfer” and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

IN WITNESS WHEREOF, the Manager and the Member hereto have executed this Agreement under seal as of the day and year first above written.

MANAGER:

CM-HCB CORP.

By:



\_\_\_\_\_  
Peter F. Poras,  
its Vice President and Treasurer

MEMBER:

HCB Holding Trust

By: CM-HCB Corp.,  
its Trustee

By:



\_\_\_\_\_  
Peter F. Poras  
its Vice-President and Treasurer

**SCHEDULE I  
TO OPERATING AGREEMENT  
OF HAMPTON COURT BEACON LLC**

<u>NAMES AND ADDRESSES OF MEMBERS</u>	<u>PERCENTAGE INTEREST</u>	<u>CAPITAL CONTRIBUTION</u>
HCB Holding Trust c/o Chestnut Hill Realty 300 Independence Drive Chestnut Hill, MA 02467	100%	\$1,000.00

# 5. Financial Information

## 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: Hampton Court

## Capital Budget

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

### Sources

Description	Source	Budgeted
Private Equity	Owner's Cash Equity	14,341,336.00
Private Equity	Tax Credit Equity	0
Private Equity	Developer Fee Contributed or Loaned	1,250,000.00
Private Equity	Developer Overhead Contributed or Loaned	1,250,000.00
Other Private Equity		0.00
Public/Soft Debt		0.00
Subordinate Debt		0.00
Permanent Debt		61,179,030.00
Permanent Debt		
Construction Debt	<i>For informational purposes only, not to be included in Sources total</i>	61,179,030.00
Additional Source (please identify)		0.00
Additional Source (please identify)		0.00
<b>Total Sources</b>		<b>\$78,020,366.00</b>

### 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.	

## Uses (Costs)

Item	Budgeted
<b>Acquisition Cost (Actual)</b>	
Actual Acquisition Cost: Land	15,196,796.00
Actual Acquisition Cost: Buildings	4,001,104.00
<b>Subtotal</b> Acquisition Costs	19,197,900.00
<b>Construction Costs–Building Structural Costs (Hard Costs)</b>	
Building Structure Costs	38,438,500.00
Hard Cost Contingency	1,974,044.00
<b>Subtotal</b> – Building Structural Costs (Hard Costs)	40,412,544.00
<b>Construction Costs–Site Work (Hard Costs)</b>	
Earth Work	0.00
Utilities: On Site	0.00
Utilities: Off-Site	0.00
Roads and Walks	242,671.00
Site Improvement	415,765.00
Lawns and Planting	33,940.00
Geotechnical Condition	0.00
Environmental Remediation	100,000.00
Demolition	250,000.00
Unusual Site Conditions/Other Site Work	0.00
<b>Subtotal</b> –Site Work (Hard Costs)	1,042,376.00
<b>Construction Costs–General Conditions, Builders Overhead and Profit (Hard Costs)</b>	
General Conditions	2,487,295.00
Builder's Overhead	829,098.00
Builder's Profit	1,658,197.00
<b>Subtotal</b> – General Conditions Builders Overhead and Profit (Hard Costs)	4,974,590.00
<b>General Development Costs (Soft Costs)</b>	
Appraisal and Marketing Study <i>(not 40B "as is" appraisal)</i>	15,000.00
Marketing and Initial Rent Up <i>(include model units, if any)</i>	413,000.00
Real Estate Taxes <i>(during construction)</i>	434,443.00
Utility Usage <i>(during construction)</i>	75,000.00
Insurance <i>(during construction)</i>	167,149.00
Security <i>(during construction)</i>	0.00
Inspecting Engineer	13,200.00

Budgeted

**General Development Costs (Soft Costs) – Continued**

Fees to Others	0.00
Construction Loan Interest	4,037,813.00
Fees to Construction Lender	0.00
Fees to Permanent Lender	0.00
Architecture/Engineering	1,441,226.00
Survey, Permits, etc.	932,118.00
Clerk of the Works	0.00
Construction Manager	0.00
Bond Premiums ( <i>Payment/Performance/Lien Bond</i> )	0.00
Environmental Engineer	25,000.00
Legal	835,200.00
Title ( <i>including title insurance</i> ) and Recording	48,454.00
Accounting and Cost Certification ( <i>incl. 40B</i> )	40,000.00
Relocation	50,000.00
40B Site Approval Processing Fee	2,500.00
40B Technical Assistance/Mediation Fund Fee	8,650.00
40B Land Appraisal Cost ( <i>as-is value</i> )	6,000.00
40B Final Approval Processing Fee	2,500.00
40B Subsidizing Agency Cost Certification Examination Fee	5,000.00
40B Monitoring Agent Fees	0.00
MIP	7,500.00
Credit Enhancement	0.00
Letter of Credit Fees	5,000.00
Other Financing Fees: Tax Credit Allocation Fee	0.00
Other Financing Fees	0.00
Development Consultant	200,000.00
Other Consultants ( <i>describe</i> ) <b>Lottery Agent</b>	31,000.00
Other Consultants ( <i>describe</i> ) <b>FF&amp;E</b>	302,250.00
Syndication Costs	0.00
Soft Cost Contingency	455,134.00
Other Development (Soft ) Costs	50,000.00
<b>Subtotal – General Development Costs (Soft Costs)</b>	<b>9,603,137.00</b>

**Developer Fee and Overhead**

Developer Fee	1,250,000.00
Developer Overhead	1,250,000.00
<b>Subtotal – Developer Fee and Overhead</b>	<b>2,500,000.00</b>

**Capitalized Reserves**

Development Reserves	0.00
Initial Rent-Up Reserves	697,477.00
Operating Reserves	-407,628.00
Net Worth Account	0.00
Other Capitalized Reserves	0.00
<b>Subtotal – Capitalized Reserves</b>	<b>289,819.00</b>

**Summary of Subtotals**

Item	Budgeted
Acquisition: Land	15,196,796.00
Acquisition: Building	4,001,104.00
Building Structural Costs (Hard Costs)	40,412,544.00
Site Work (Hard Costs)	1,042,376.00
General Conditions, Builder's Overhead, Profit (Hard Costs)	4,974,590.00
Developer Fee and Overhead	2,500,000.00
General Development Costs (Soft Costs)	9,603,137.00
Capitalized Reserves	289,819.00
<b>Total Development Costs (TDC)</b>	<b>78,020,366.00</b>
<b>Summary</b>	
<b>Total Sources</b>	<b>78,020,366.00</b>
<b>Total Uses (TDC)</b>	<b>78,020,366.00</b>

Projected Developer Fee and Overhead\*: 2,500,000.00

Maximum Allowable Developer Fee and Overhead\*\*: 4,751,527

Projected Developer Fee and Overhead equals 52.6% 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.

\*\* Please consult the most recent DHCD Qualified Allocation Plan (QAP) to determine how to calculate the Maximum Allowable Developer Fee and Overhead. If you have questions regarding this calculation, please contact MassHousing.

**Initial Unit/Rent Schedule**

<b>Affordable Units @ 80% AMI</b>	<b>Studio</b>	<b>1 Bedroom</b>	<b>2 Bedroom</b>	<b>3 Bedroom</b>	<b>4 Bedroom</b>
Number of Units	2	10	13	6	
Number Square Feet	500-600	650-900	930-1,350	1,200-1,600	
Monthly Rent	\$1,364	\$1,450	\$1,729	\$1,989	
Utility Allowance	\$56	\$71	\$96	\$119	See Exhibit A

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

Describe utility allowance assumptions (*utilities to be paid by tenants*):

<b>Market Rate Units</b>	<b>Studio</b>	<b>1 Bedroom</b>	<b>2 Bedroom</b>	<b>3 Bedroom</b>	<b>4 Bedroom</b>
Number of Units	6	28	39	19	
Number Square Feet	500-600	650-900	930-1,350	1,200-1,600	
Monthly Rent	\$2,644	\$2,677	\$4,768	\$5,843	

**EXHIBIT A: RATIONALE FOR CALCULATION OF AFFORDABLE RENTS**

<b>Unit Type</b>	<b>Household (HH) Size Based Upon MassHousing Guidelines(1.5 persons per BR)</b>	<b>80% Median Family Income for the Boston-Cambridge- Quincy, MA-NH HMFA(HUD FY 2018 Income Limits, Adjusted for HH Size)</b>	<b>Maximum Allowable 40B Rent Including All Utilities (Rounded Down to Nearest Dollar)</b>	<b>Utility Allowance (Brookline Housing Authority) (10/1/2017)</b>	<b>Maximum Allowable 40B Rent after Deducting Utility Allowance</b>
OBR (Studio)	1.00	\$56,800	\$1,420	\$56	<b>\$1,364</b>
1BR	1.50	\$60,850	\$1,521	\$71	<b>\$1,450</b>
2BR	3.00	\$73,000	\$1,825	\$96	<b>\$1,729</b>
3BR	4.50	\$84,350	\$2,108	\$119	<b>\$1,989</b>

<b>Utilities to be Paid by Tenant</b>	<b>0BR (Studio) Utility Allowance</b>	<b>1BR Utility Allowance</b>	<b>2BR Utility Allowance</b>	<b>3BRUtility Allowance</b>
Cooking (Electric)	\$13	\$16	\$22	\$27
Electricity	\$43	\$55	\$74	\$92
<b>Total Utility Allowance Deduction</b>	<b>\$56</b>	<b>\$71</b>	<b>\$96</b>	<b>\$119</b>

Utility Allowances based upon Brookline Housing Authority Utility Allowance Schedule dated October 1, 2017.

No allowances for Water and Sewer were provided in Brookline Housing Authority Utility Allowance Schedule.

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

Item	Notes	Amount
<b>Permanent Debt Assumptions</b>		
Loan Amount	Lender:	61,179,030
Annual Rate		4.50%
Term		10
Amortization		30
Lender Required Debt Service Coverage Ratio		1.20
<b>Gross Rental Income</b>		
Gross Rental Income		5,609,136
Other Income (utilities, parking)		567,879
Less Vacancy (Market Units)	5% (vacancy rate)	249,473
Less Vacancy (Affordable Units)	5% (vacancy rate)	30,983
<b>Gross Effective Income</b>		
Gross Effective Income		5,896,559
Less Operating Expenses	Per Unit: 11,658	1,432,937
<b>Net Operating Income</b>		
Net Operating Income		4,463,622
Less Permanent Loan Debt Service		3,719,822
Cash Flow		743,800
Debt Service Coverage		1.20

Describe "other income": Parking (71 Garage @ \$250 + 8 Surface @ \$180 = \$230,280)

Water & Sewer Reimbursement = \$82,599; Office Space Rental (7,200 SF @ \$35/SF = \$252,000)

**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.	1,432,973
Assumed Maximum Operating Expense/Unit*	Number of Units:	11,650

\* 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**

Please attach a Letter of Interest from a current Federal Home Loan Bank of Boston (FHLBB) member bank regarding financing 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 requested)**

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

## 5.1 New England Fund Lender Letter of Interest



April 18, 2018

Mr. Peter Poras  
Executive Vice President  
Chestnut Hill Realty  
300 Independence Drive  
Chestnut Hill, MA 02467

Dear Peter:

This letter is an expression of interest by East Boston Savings Bank (EBSB) to provide capital for Chestnut Hill Realty to develop a 123-unit mixed-income residential rental project, including Studio, 1BR, 2BR, and 3BR units and approximately 7200 square feet of office space, at 1223 Beacon Street at the corner of St. Paul Street in Brookline, MA.

We are excited by the prospect of being involved with a Transit Oriented Development that creatively rehabilitates existing residential units and adds additional residential units through a thoughtful design by The Architectural Team.

EBSB's interest is based on our prior positive lending experience with Chestnut Hill Realty, the quality of the development team and the proposed site, and a review of the project's preliminary design documents and business plan.

EBSB understands that the project will be permitted under the Commonwealth's Chapter 40B program and that 25% of the units must satisfy the applicable Chapter 40B affordability requirements. We also understand that at least 25% of any funding must be sourced from the Federal Home Loan Bank of Boston's New England Fund Program. EBSB is a member of the Federal Home Loan Bank of Boston and has been one of the state's leading lenders on Comprehensive Permit developments.

EBSB is a full service commercial bank with a large portfolio of CRE construction projects. As noted, EBSB has a long track record and experience with the team at Chestnut Hill Realty, financing several construction projects which were completed on time and on budget.

Financing the proposed project will provide a meaningful opportunity for EBSB to be associated with a development that will create affordable housing in one of our target markets.

This letter should not be considered as a commitment to fund your proposed project. Any financial commitment will be subject to our final review of the plans and budgets, our completion of our other normal due diligence underwriting requirements, and our satisfactory attainment of the necessary internal approvals.

We look forward to pursuing this 40B development financing opportunity with Chestnut Hill Realty.

Sincerely,

Robert F. Millerick  
Vice President CRE

Ten Meridian Street • East Boston, MA 02128-1963 • 617-567-1500 • 800-657-EBSB • Member FDIC • Member DIF

## 5.2 Market Rental Comparables

	Old Construction CHR Brookline	Longwood Towers (renovation)	9 Miner Street	New Construction Fenway	All Construction Prudential	New Construction Theatre District
<b># of Units</b>	213	65	49	1120	962	838
<b>Unit Type</b>	<b>1x1</b>	<b>1x1</b>	<b>1x1</b>	<b>1x1</b>	<b>1x1</b>	<b>1x1</b>
	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>
<b>Square Foot</b>	445 896	760 789	523 781	487 1,033	640 850	557 941
<b>Rent</b>	\$1,735 \$2,725	\$2,925 \$3,595	\$2,575 \$3,350	\$2,699 \$3,918	\$3,144 \$4,715	\$2,774 \$4,415
<b>Rent/SF</b>	\$2.89 \$3.90	\$3.85 \$4.56	\$4.92 \$4.29	\$3.79 \$6.27	\$4.57 \$6.04	\$4.07 \$5.52
<b>Unit Type</b>	<b>2x1</b>	<b>2x1</b>	<b>2x1</b>	<b>2x1</b>	<b>2x1</b>	<b>2x1</b>
	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>
<b>Square Foot</b>	615 1,139	0 0	773 1,018	962 1,060	0 0	0 0
<b>Rent</b>	\$2,260 \$3,300	0 0	\$3,560 \$4,210	4645 4725	0 0	0 0
<b>Rent/SF</b>	2.86 3.72	0.00 0.00	4.61 4.14	4.46 4.83	0.00 0.00	0.00 0.00
<b>Unit Type</b>	<b>2x2</b>	<b>2x2</b>	<b>2x2</b>	<b>2x2</b>	<b>2x2</b>	<b>2x2</b>
	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>
<b>Square Foot</b>	860 860	1,055 1,255	974 1,040	999 1,449	1,140 1,632	798 1,501
<b>Rent</b>	\$2,705 \$2,705	\$4,280 \$5,090	\$4,055 \$4,495	\$4,040 \$5,886	\$4,909 \$13,360	\$3,135 \$6,015
<b>Rent/SF</b>	\$3.15 \$3.15	\$4.06 \$4.06	\$4.16 \$4.32	\$3.49 \$5.04	\$3.91 \$8.19	\$3.37 \$4.40
<b>Unit Type</b>	<b>3x2</b>	<b>3x2</b>	<b>3x2</b>	<b>3x2</b>	<b>3x2</b>	<b>3x2</b>
	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>	<i>Low High</i>
<b>Square Foot</b>	1,325 1,325	0 0	0 0	1,251 1,922	1,668 1,668	1,288 1,618
<b>Rent</b>	\$3,190 \$3,190	0 0	0 0	\$5,202 \$9,145	\$8,852 \$8,852	\$6,590 \$8,320
<b>Rent/SF</b>	\$2.41 \$2.41	0 0	0 0	\$4.16 \$4.76	\$5.31 \$5.31	\$5.12 \$5.14

# 6. Applicant Qualifications, Entity Information, and Certification

## 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: Hampton Court

#### Development Team

Developer/Applicant: Chestnut Hill Realty

Development Consultant (if any): 40B Advisor- Edward Marchant

Attorney: Steve Schwartz - Goulston & Storrs

Architect: Michael Liu - The Architectural Team (TAT)

Contractor: \_\_\_\_\_

Lottery Agent: SEB

Management Agent: Chestnut Hill Realty

Other (specify): Civil Engineer, Site Planning, Landscape Architecture - Stantec

Other (specify): Community Resources Group, Inc. - Margaret Murphy

#### Role of Applicant in Current Proposal

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering	Stantec and TAT	
Local Permitting	Steve Schwartz - G&S	
Financing Package	Developer	
Construction Management	Developer	
Other		

#### 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: Hampton Court Beacon LLC

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

State in which registered/formed: Massachusetts

List **all** Managing Entities of Applicant (*you must list at least one*): \_\_\_\_\_

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

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

**2. Proposed Development Entity**

Name of Proposed Development Entity: Hampton Court Beacon LLC

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

State in which registered/formed: Massachusetts

List **all** Managing Entities of Proposed Development Entity (*you must list at least one*):

Chestnut Hill Realty

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*):

List **all** Affiliates of Proposed Development Entity and its Managing Entities (*use additional pages as necessary*):

**Certification and Acknowledgment**

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 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 hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in a Regulatory Agreement by and between the Applicant and MassHousing.

I hereby acknowledge 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 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 the Regulatory Agreement.

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: Marc Levin \_\_\_\_\_

Title: President of Development and Construction \_\_\_\_\_

Date: April 23, 2018 \_\_\_\_\_

## **Required Attachments Relating to Section 6**

### **6.1 Development Team Qualifications**

Please attach resumes for principal team members 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.

### **6.2 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.

### **6.3 Applicant's Certification**

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

## 6.1 Development Team Qualifications

### **Chestnut Hill Realty: Developer and Property Manager**

Chestnut Hill Realty (CHR) is one of New England's leading full service real estate companies, specializing in multifamily housing. Established in 1969, CHR owns and manages more than 4,700 apartment units, comprising 28 apartment home communities in Greater Boston and Rhode Island, and over 180,000 square feet of commercial space. The portfolio includes 10 apartment home communities in Brookline.

Over the last 48 years, CHR has overseen the development and/or renovation of more than 8,200 apartment and condominium units, for a combined construction project expenditure of \$750 million. The company has an in-house development division. The company manages all of its rental communities and will manage Hampton Court.

Environmental sustainability is a priority at Chestnut Hill Realty. The Company incorporates many green practices into its development and business operations.

Recognizing that vibrant neighborhoods are an extension of people's homes, Chestnut Hill Realty looks for opportunities to enhance the communities where it operates. The Company supports numerous local and national charities, and encourages its employees and residents to get involved through annual drives, year-round fund-raising activities, and volunteerism.

Chestnut Hill Realty has been active for many years in maintaining the landscaping of several public spaces in Brookline and West Roxbury. These include the Baker School Amphitheatre, Blakely Hoar Sanctuary, Holy Name Rotary, and a stretch of the VFW Parkway from South Street to Corey Street. Most recently, CHR completed a series of streetscape and neighborhood landscaping and signage beautification projects along a large stretch of Washington Street, including the creation of a new entryway into the Beethoven School. CHR also created the Garden of Hope at City Hall in Boston.

Edward Zuker, founder and CEO, is a Brookline native. He is among five generations of the Zuker

family who have been active in real estate. Today, several members of the family work at CHR, and a sense of family extends to the Company's more than 200 employees.

Marc Levin, President of Development and Construction and Project Manager for Hampton Court, has been with Chestnut Hill Realty for more than 30 years. Since joining the Company, he has overseen over \$200 million in construction and development activity.

### **Goulston & Storrs, P.C.: Real Estate Counsel**

Goulston & Storrs' work includes permitting in essentially every community in Massachusetts as well as innumerable projects in downtown Boston. In recent years, Goulston & Storrs has permitted over 30,000 units of housing in Massachusetts (including thousands of affordable units for a range of for-profit and nonprofit clients as Chapter 40B projects). Its 40B experience includes a broad array of projects across the Commonwealth, with local experience on projects including those in Acton, Andover, Bedford, Billerica, Braintree, Brookline, Canton, Cohasset, Concord, Danvers, Dedham, Falmouth, Foxboro, Framingham, Haverhill, Hingham, Lexington, Lynnfield, Mansfield, Marlborough, Maynard, Milton, Natick, Needham, Newton, Norwood, Peabody, Pembroke, Randolph, Sharon, Sherborn, Shrewsbury, Southborough, Stoughton, Tewksbury, Wayland, Westborough, Westford, Weymouth, Wilmington, and Yarmouth.

In addition to permitting work on 40B projects, Goulston & Storrs has unique depth and breadth in litigating – and in avoiding litigation – over the issues that arise in development under Chapter 40B. The firm has extensive experience litigating on behalf of 40B developers at all levels including numerous cases at the Housing Appeals Committee, Superior Court and Land Court, Appeals Court and Supreme Judicial Court.

Steven Schwartz is a Director and is the Co-Chair of the firm's Real Estate Group. Commercial real estate law is the focus of Steve's legal practice. He represents developers and lenders in the acquisition, development, sale, leasing, and financing of commercial real estate. He regularly counsels developers on the requirements for

satisfying the complex land use and environmental laws and regulations applicable to large-scale commercial projects throughout the New England region. A significant portion of Steve's current development practice involves working with clients on complex multifamily residential projects, including both market rate and affordable developments, large mixed-use projects and 40B projects. In addition to his involvement with traditional forms of real estate mortgage loans and refinancings, Steve has considerable experience in representing lenders in workouts of troubled real estate loans, including restructurings, deed-in-lieu transactions and foreclosures. Steve is a graduate of Harvard College and Harvard Law School and has been practicing at Goulston & Storrs since 1989.

### **The Architectural Team**

*Michael Liu, Vice President and Principal, is the Principal in Charge*

Since 1971, The Architectural Team, Inc. (TAT), has been recognized for its thoughtful leadership and diverse portfolio of acclaimed design solutions. The 95+ person firm has earned more than 100 awards for design excellence across a broad range of building types and programs, including: new construction of large-scale urban mixed use developments, multifamily, commercial, waterfront and hospitality developments, assisted and senior living facilities, and community centers.

TAT holds a national reputation in the areas of historic preservation, rehabilitation and adaptive reuse that has transformed neighborhoods across the United States, artfully restoring and reimagining neglected buildings for new uses while simultaneously preserving history.

The firm's insightful and pragmatic design solutions reflect our respect for site, context and sustainability. We believe that inspired and responsive design doesn't happen in isolation. It's the result of a committed partnership between the client and the design team; where regard for the character and quality of the natural and built environment is fundamental.

While our work has been honored with many awards, we are most proud of our lasting client

relationships, and our part in their success. Trusted advisors and active listeners, The Architectural Team is dedicated to creating positive and lasting transformation in the communities we serve.

Michael Liu is responsible for overseeing the firm's design and recruitment efforts. With more than 30 years of professional design and master planning experience, he holds registrations in nine states and has been a registered architect in Massachusetts since 1984. Michael has directed the design of a wide range of developments across the hospitality, recreation, residential, mixed use and commercial sectors. His design work has been honored with awards from notable professional and trade associations, including the American Institute of Architects, the Boston Society of Architects, and the Massachusetts Historical Commission, among others. Actively committed to professional and community service, Michael has served on the Board of Directors for Habitat of Humanity Greater Boston for the past 11 years and has chaired the State Designer Selection Board for the Commonwealth of Massachusetts.

### **Bernkopf Goodman LLP: Legal**

Gary Lilienthal, a Partner at the Boston law firm of Bernkopf Goodman LLP, has practiced real estate development law for over 40 years. He represents clients in all aspects of acquisition, construction, development, financing, private syndication, land use, permitting before state and local government agencies, operation, leasing and sale of commercial, and residential real estate developments. Mr. Lilienthal provides representation regarding land use and permitting issues for major projects, including residential subdivisions, multifamily, industrial and office complexes, shopping centers and mixed-use developments. He is a graduate of the University of California at Berkeley and Boston College Law School. He is admitted to the Massachusetts Bar, the Federal District Court of Massachusetts, and the U.S. First Circuit Court of Appeals.

**Stantec Consulting Services, Inc.: Site Planner, Civil Engineer, Landscape Architect, and Traffic**

Stantec Consulting Services, Inc. (Stantec) is a multi-disciplinary design firm with approximately 850 employees in New England. Its Community Development group provides comprehensive site design services for public sector, private and institutional clients. Stantec has an extensive portfolio of experience in New England having provided professional design and consulting services for almost 60 years from its nine local offices. Services in New England include landscape architecture, civil engineering, architecture, interior design, transportation planning and design, environmental services, power engineering, and water/wastewater engineering. The Boston office has provided award winning site design and engineering services for several Massachusetts-based projects including Newbridge on the Charles Intergenerational Campus in Dedham; Teddy Ebersol Red Sox Field in Boston; Maverick Landing in East Boston; Washington Beech in Roslindale, and Temple Beth Elohim in Wellesley. The Stantec Principal-in-Charge is Joseph Geller, FASLA, a Brookline resident and a former member of the Brookline Board of Selectmen. Theo Kindermans will also be intimately involved with the development of Hampton Court.

Rick Bryant is an Associate with more than 35 years of consulting experience in New England. He is a transportation planner and traffic operations specialist with extensive experience in the planning, design and permitting of transportation projects for public sector clients and land development projects for private sector clients. Mr. Bryant has developed a broad knowledge of applicable state and local regulations needed for project permitting and has established strong working relationships with state highway and environmental permitting agencies. He is also an experienced public speaker who can effectively present transportation plans and projects in public hearings and other forums.

**Community Resources Group, Inc.: Real Estate Advisor**

Community Resources Group, Inc. offers a range of real estate permitting services to corporations, colleges, schools, and real estate professionals. The principals have worked throughout the Northeast since 1989. In the past 29 years, the firm has assisted its clients in permitting more than eight million square feet of hospital, schools, retail, commercial, office, golf course, college, and residential development. Margaret Murphy will be the Principal-in Charge.

**EHM/Real Estate Advisor: 40B Consultant**

Edward H. Marchant has served as a Chapter 40B advisor to 51 municipalities in Massachusetts on 109 proposed 40B developments. He has also advised 40B private developers on 52 40B developments in 39 municipalities. In addition, Mr. Marchant has been a frequent speaker and/ or moderator at 40B training conferences sponsored by Citizens' Housing & Planning Association (CHAPA), Massachusetts Department of Housing & Community Development (DHCD), Massachusetts Housing Partnership (MHP), and MassHousing.

## 6.2 Applicant Entity 40B Experience

The Chestnut Hill Team assembled to work on the Hampton Court 40B development has extensive experience both working together and working on other 40B developments throughout Massachusetts. Many of the consultants have over 20 years of individual experience in successfully permitting dozens of 40B development.

The team has worked together on three CHR 40B developments including the approved 161 units Residences of South Brookline, the 226 unit Puddingstone at Chestnut Hill that is in hearings and the 299 unit The Coolidge development scheduled to start hearings shortly. None of these projects are under construction and no cost examinations have been submitted.

Chestnut Hill Realty (CHR) is one of New England's leading full service real estate companies, specializing in multifamily housing. Established in 1969, CHR owns and manages more than 4,700 apartment units, comprising 28 apartment home communities in Greater Boston and Rhode Island, and over 180,000 square feet of commercial space. The portfolio includes 10 apartment home communities in Brookline.

Over the last 48 years, CHR has overseen the development and/or renovation of more than 8,200 apartment and condominium units, for a combined construction project expenditure of \$750 million. The company has an in-house development division. The company manages all of its rental communities and will manage Hampton Court.

Many of the other recent CHR development projects have an Inclusionary Housing Affordable component.

**Goulston & Storrs'** work includes permitting in essentially every community in Massachusetts as well as innumerable projects in downtown Boston. In recent years, Goulston & Storrs has permitted over 30,000 units of housing in Massachusetts (including thousands of affordable units for a range of for-profit and nonprofit clients as Chapter 40B projects). Its 40B experience includes a broad array of projects across the Commonwealth, with local experience on projects including those in Acton, Andover, Bedford, Billerica, Braintree, Brookline,

Canton, Cohasset, Concord, Danvers, Dedham, Falmouth, Foxboro, Framingham, Haverhill, Hingham, Lexington, Lynnfield, Mansfield, Marlborough, Maynard, Milton, Natick, Needham, Newton, Norwood, Peabody, Pembroke, Randolph, Sharon, Sherborn, Shrewsbury, Southborough, Stoughton, Tewksbury, Wayland, Westborough, Westford, Weymouth, Wilmington, and Yarmouth. Most of these projects are built and occupied.

In addition to permitting work on 40B projects, Goulston & Storrs has unique depth and breadth in litigating – and in avoiding litigation – over the issues that arise in development under Chapter 40B.

Steven Schwartz is a Director and is the Co-Chair of the firm's Real Estate Group. Commercial real estate law is the focus of Steve's legal practice.

A significant portion of Steve's current development practice involves working with clients on complex multifamily residential projects, including both market rate and affordable developments, large mixed-use projects and 40B projects.

**Edward H. Marchant** has served as a Chapter 40B advisor to 51 municipalities in Massachusetts on 109 proposed 40B developments. He has also advised 40B private developers on 52 40B developments in 39 municipalities. In addition, Mr. Marchant has been a frequent speaker and/or moderator at 40B training conferences sponsored by Citizens' Housing & Planning Association (CHAPA), Massachusetts Department of Housing & Community Development (DHCD), Massachusetts Housing Partnership (MHP), and MassHousing.

**Community Resources Group, Inc.** offers a range of real estate permitting services to corporations, colleges, schools, and real estate professionals. The principals have worked throughout the Northeast since 1989. In the past 29 years, the firm has assisted its clients in permitting more than 20 40 B residential developments. Most of these 40B developments are built and occupied included housing communities in Dedham, Mansfield, Lynnfield, Newton, Marlborough, Lexington, Pembroke, Framingham, Lexington, Bedford, Andover and Marshfield.

**The Architectural Team, Inc. (TAT)**, has been recognized for its thoughtful leadership and diverse portfolio of acclaimed design solutions.

The 95+ person firm has earned more than 100 awards for design excellence across a broad range of building types and programs, including: new construction of large-scale urban mixed use developments, multifamily, commercial, waterfront and hospitality developments, assisted and senior living facilities, and community centers.

TAT holds a national reputation in the areas of historic preservation, rehabilitation and adaptive reuse that has transformed neighborhoods across the United States, artfully restoring and reimagining neglected buildings for new uses while simultaneously preserving history.

The firm's insightful and pragmatic design solutions reflect our respect for site, context and sustainability. We believe that inspired and responsive design doesn't happen in isolation. It's the result of a committed partnership between the client and the design team; where regard for the character and quality of the natural and built environment is fundamental.

Michael Liu is responsible for overseeing the firm's design and recruitment efforts. With more than 30 years of professional design and master planning experience, he holds registrations in nine states and has been a registered architect in Massachusetts since 1984. Michael has directed the design of a wide range of developments across the residential and mixed use sectors. Actively committed to professional and community service, Michael has served on the Board of Directors for Habitat of Humanity Greater Boston for the past 11 years and has chaired the State Designer Selection Board for the Commonwealth of Massachusetts.

**Gary Lilienthal**, a Partner at the Boston law firm of Bernkopf Goodman LLP, has practiced real estate development law for over 40 years. He represents clients in all aspects of residential real estate developments. Mr. Lilienthal provides representation regarding land use and permitting issues for major projects, including residential subdivisions, multifamily, industrial and office

complexes, shopping centers and mixed-use developments.

**Stantec Consulting Services, Inc. (Stantec)** is a multi-disciplinary design firm with approximately 850 employees in New England. Its Community Development group provides comprehensive site design services for public sector, private and institutional clients. Stantec has an extensive portfolio of experience in New England having provided professional design and consulting services for almost 60 years from its nine local offices. The Boston office has provided award winning site design and engineering services for several Massachusetts-based projects including Newbridge on the Charles Intergenerational Campus in Dedham; Maverick Landing in East Boston; Washington Beech in Roslindale, and Temple Beth Elohim in Wellesley. The Stantec Principal-in-Charge is Joseph Geller, FASLA, a Brookline resident and a former member of the Brookline Board of Selectmen.

Rick Bryant is an Associate with more than 35 years of consulting experience in New England. He is a transportation planner and traffic operations specialist with extensive experience in the planning, design and permitting of transportation projects for land development projects. Mr. Bryant has developed a broad knowledge of applicable state and local regulations needed for project permitting and has established strong working relationships with state highway and environmental permitting agencies.

# 7. Notifications and Fees

## 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: Hampton Court

#### Notice

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing: March 15, 2018  
April 18, 2018

Date copy of complete application sent to chief elected office of municipality: April 23, 2018

Date notice of application sent to DHCD: April 23, 2018

#### Fees *(all fees should be submitted to MassHousing)*

MassHousing Application Processing Fee (\$2500) Payable to MassHousing: \$2,500

Chapter 40B Technical Assistance/Mediation Fee Payable to Massachusetts Housing Partnership: \_\_\_\_\_

a. Base Fee: \$2,500  
*(Limited Dividend Sponsor \$2500, Non-Profit or Public Agency Sponsor \$1,000)*

b. Unit Fee *(all projects)* \$50 per Unit: \$6,150

Total TA/Mediation Fee *(Base Fee plus Unit Fee)*: \$8,650

#### 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 Massachusetts Housing Partnership for Technical Assistance/Mediation Fee
- 7.6** W-9 (Taxpayer Identification Number)

## 7.1 Prior Correspondence with Municipal Officials

### **Conversations with the Town of Brookline**

On Wednesday, March 15, 2018, Margaret Murphy (CHR) met with Brookline Director of Planning, Alison Steinfeld and Assistant Director of Regulatory Planning, Polly Selkoe and explained that CHR would be filing for a PEL for 1223 Beacon Street.

Since the program for the building was not finalized another meeting was needed to explain the details of the proposed development.

On Wednesday, April 18, 2018 Margaret Murphy met with Ms. Steinfeld and Ms. Selkoe to discuss the details of the 1223 Beacon Street proposal.

On Monday, April 23, 2018, CHR gave the Town the full PEL application for 1223 Beacon Street, Hampton Court.

## 7.2 Evidence that Copy of Application was Sent to Town of Brookline



**Chestnut Hill Realty**

April 23, 2018

Mr. Neil Wishinsky,  
Brookline Town Hall,  
333 Washington Street  
Brookline, MA 02445

Dear Neil,

Chestnut Hill Realty (CHR) is pleased to submit a copy of its Project Eligibility Letter application for Hampton Court to the Town of Brookline. The Project Eligibility Letter Application was submitted to MassHousing on April 23, 2018.

Hampton Court has been designed to provide 123 units of multifamily, rental housing under the state's Comprehensive Permit program. The location is the site of an existing four story building at 1223 Beacon Street containing 70 apartments.

The front façade of the existing historic building will be maintained and the interior of the building will be upgraded and renovated to blend with the additional floors that will be added to the side and back of the building. 31 of the units will be available for residents who meet the 80% AMI guidelines. Although there will be an increase of 53 apartments in the building, 31 of the total units will be affordable. Also, 25 of the total apartments will be three bedroom units.

We feel that Hampton Court will serve as an excellent model for Smart Growth through Creative Infill, in that the proposed site already supports an existing apartment building and parking. The development will greatly expand mixed-income housing opportunities in the Coolidge Corner area. Public transportation is available at a nearby Green Line MBTA stop. The site is conveniently located in close proximity to recreational opportunities, retail, a library, schools and houses of worship.

In addition to utilizing existing public water, sewer, road and public transportation infrastructure, our proposed plan creates affordable housing in a location where there is none today.

Detailed site, engineering, design and financial information are included in the Project Eligibility Letter application. If you have any questions or desire additional information, please do not hesitate to contact me.

Marc L. Levin  
President of Development and Construction

617-323-2100  
Management Offices  
Fax 617-323-8888

Box 67396, Chestnut Hill, MA 02467-0004  
chestnuthillrealty.com

617-323-8700  
Maintenance Services  
Fax 617-323-8889

## 7.3 Copy of Notice of Application Sent to DHCD



**Chestnut Hill Realty**

April 23, 2018

Ms. Janelle Chan, Undersecretary  
Massachusetts Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

Dear Ms. Chan,

Chestnut Hill Realty (CHR) is pleased to notify DHCD that we have filed a Project Eligibility Letter application for Hampton Court to MassHousing on April 23, 2018.

Hampton Court has been designed to provide 123 units of multifamily, rental housing under the state's Comprehensive Permit program. The location is the site of an existing four story building at 1223 Beacon Street containing 70 apartments.

The front façade of the existing historic building will be maintained and the interior of the building will be upgraded and renovated to blend with the additional floors that will be added to the side and back of the building. 31 of the units will be available for residents who meet the 80% AMI guidelines. Although there will be an increase of 53 apartments in the building, 31 of the total units will be affordable. Also, 25 of the total apartments will be three bedroom units.

We feel that Hampton Court will serve as an excellent model for Smart Growth through Creative Infill, in that the proposed site already supports an existing apartment building and parking. The development will greatly expand mixed-income housing opportunities in the Coolidge Corner area. Public transportation is available at a nearby Green Line MBTA stop. The site is conveniently located in close proximity to recreational opportunities, retail, a library, schools and houses of worship.

In addition to utilizing existing public water, sewer, road and public transportation infrastructure, our proposed plan creates affordable housing in a location where there is none today.

Detailed site, engineering, design and financial information are included in the Project Eligibility Letter application. If you have any questions or desire additional information, please do not hesitate to contact me.

Sincerely yours,

Marc L. Levin  
President of Development and Construction

617-323-2100  
Management Offices  
Fax 617-323-8888

Box 67396, Chestnut Hill, MA 02467-0004  
chestnuthillrealty.com

617-323-8700  
Maintenance Services  
Fax 617-323-8889

## 7.4 Processing Fee

See enclosed check.

## 7.5 Check Made Payable to Massachusetts Housing Partnership

See enclosed check.

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Hampton Court Beacon LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>300 Independence Dr</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Chestnut Hill, MA 02467</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								

or

Employer identification number									
8	2	-	5	2	2	6	6	1	4

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>4/18/18</b>
------------------	----------------------------	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*