# 500 Harvard Street
# Brookline, MA

## Comprehensive Permit Application

## Submitted to The Town of Brookline
## October 2019

# 500 HARVARD STREET

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Prepared by Control Point Associates, Inc.

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*Prepared by Allen & Major Associates, Inc.*

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*Prepared by Cube3 Studio, LLC*

# EXHIBIT C

## TOWN OF BROOKLINE BOARD OF APPEALS
## APPLICATION FOR COMPREHENSIVE PERMIT

(Under M.G.L. c. 40B §21 and BOA Rules and Regulations)

**Date:** ____/_____/____

**Applicant(s):** 500 HARVARD ST LLC **Address:** 1368 BEACON ST #109
BROOKLINE MA 02446

**Owner(s) of Record:** 500 HARVARD ST LLC **Address:** 1368 BEACON ST #109
BROOKLINE MA 02446

**Address of Premises:** 500 HARVARD STREET **Brookline, MA**

**Deed recorded in Registry of Deeds, Book** 11674 **Page** 34

**or registered in the Land Registration Office under Certificate No.**_____

**Tax Assessor's Property ID No.:** **Map:** 072 **Block:** 01 **Lot:** 00

*This application shall be submitted in accordance with Part H (Rules and Regulations for M.G.L. c. 40B § 21) of the Brookline Board of Appeals Rules and Regulations.* ***All applications must include material required in Part H Sections 3(a) and (b) - Filing, Time Limits and Notice.***

1. Filing fee and peer review deposit included? Yes No ✓

2. Fee for retention of financial expert and/or engineers or consultants included?

   Yes No ✓

3. Thirty (30) complete copies of application including an 11" x 17" or smaller sized copy of the plans.

   Yes X No

# Certification and Required Signatures

*(Signatures of Appellant(s) and Owner(s) of Record (if different than appellant) are required)*

*The original Application with thirty (30) complete copies of the application and supporting documentation to include:* ***Application materials required pursuant to M.G.L. c.40B §21, Elements of Submission consistent with 760 CMR Section 56.05(2), Filing Fee, all materials required in the Board's Rules and Regulations Part H Sections 3(a)& (b) and a copy of any previous relief granted by the Board of Appeals for the subject premises. Once the submission is reviewed and the appropriate fee is paid, the Zoning Coordinator will transmit to and file with the Office of the Town Clerk four (4) copies of said application. One extra copy of the plan(s) reduced to 11" x 17" must be submitted with the application****. **Note:*** *You are encouraged to discuss your application with Building and Planning Department Staff and thoroughly familiarize yourself with the Board of Appeals Rules and Regulations before submittal to insure the thoroughness of your application. Copies of the Rules and Regulations are available at the Office of the Town Clerk and also on-line at both the Town Clerk and Board of Appeals links on the town website.* ***Contact the Planning and Community Development Department (617-730-2130) with any questions about the approval process and/or meeting schedules. Also see meeting calendar on Town website at: www.brooklinema.gov .***

**I (We) hereby certify that I (we) have read the Board of Appeals Rules and Regulations and that the statements within my (our) Comprehensive Permit Application and attachments are true and accurate to the best of my (our) knowledge and belief.**

| | | |
|---|---|---|
| Signature(s) of Appellant | 9/03/2019<br>Date | 617-842-8889<br>Daytime Telephone Number and/or Cell |
| Fax Number | | dannyjdanesh@gmail.com<br>E-Mail Address |
| Signature(s) of Owner of Record | 9/03/2019<br>Date | 617-842-8889<br>Daytime Telephone Number and/or Cell |
| Fax Number | | dannyjdanesh@gmail.com<br>E-Mail Address |

***If Applicable:***

| | |
|---|---|
| Jennifer Dopazo Gilbert, Esq.<br>Name of Attorney for Appellant | 300 Washington Street<br>Brookline, MA 02445<br>Address of Attorney |
| 617.383.6000<br>Phone Number of Attorney | jgilbert@boballenlaw.com<br>E-Mail Address and Fax # of Attorney |

***SUBMIT THIS FORM (original) WITH THIRTY (30) COPIES OF THE APPLICATION, FILING FEE, SUPPORTING DOCUMENTATION TO THE ZONING COORDINATOR***

# EXHIBIT D

## TOWN OF BROOKLINE BOARD OF APPEALS
## APPLICATION FILING FEE SCHEDULE

**(See BOA Rules and Regulations Part D §7 and Part H §4)**

1. Application for Residential, Commercial or Institutional project:
    a. Special Permit "A" $350.00, plus $50.00 per 1,000 s.f. of additional gfa*
    b. Variance "A" $350.00, plus $50.00 per 1,000 s.f. of additional gfa*
2. Application for Comprehensive Permit:
    Comprehensive Permit "C" $350.00, plus $50.00 per 1,000 s.f. of additional gfa*
3. Application for Wireless Telecommunication, or modification:
    $1,500.00, plus additional $1,500.00 inventory fee at time of bldg. permit issuance
4. Application for Time Extension/Minor Modification: $500.00
5. Application for Appeal of Administrative Decision "B": $500.00
6. Other, anything not covered above (e.g. sign, parking, ): $500.00
7. Consultant fees may be required in accordance with Section 4 of H. Rules and Regulations for M.G.L. c. 40B § 21 Comprehensive Permits of the Board of Appeals Rules and Regulations.
8. Additional fees may be required in accordance with Section 4 of H. Rules and Regulations for M.G.L. c. 40B § 21 Comprehensive Permits of the Board of Appeals Rules and Regulations.
9. Plan Review Filing Fees for Board of Appeals Cases – see Building Department Fee Schedule.
10. **A separate fee of $21.00 payable to the Brookline TAB** for publication of notice shall be included with application for relief.

**All filing fee checks must be payable to the "Town of Brookline"** Applications without the appropriate filing fee will not be accepted.

At the discretion of the Board of Appeals, applicants may be asked to provide a stenographic copy of Public Hearing(s). Cost of this service shall be borne by the applicant including a copy for each member of the Board of Appeals.

*Gross Floor Area (gfa) as defined in Article II section 2.07 of the Brookline Zoning By-Law (rounded to the nearest 1,000 s.f.)

Town of Brookline Massachusetts
**ZONING BOARD OF APPEALS**

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Premises affected: A 6,871 square foot parcel of land, at 500 Harvard Street

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

500 Harvard St, LLC (hereunder the "Applicant") hereby applies to the Board of Appeals of the Town of Brookline, Massachusetts, pursuant to General Laws, Chapter 40B, Section 20 through 23, as amended, for the issuance of a Comprehensive Permit authorizing the applicant to construct 30 rental units on land located at 500 Harvard Street Brookline, Massachusetts. The applicant and the development are more particularly described in the exhibits here to annexed and submitted simultaneously here with, all of which are incorporated herein by reference and constitute the documents required to be submitted under the regulations for filing a 40B application by the Massachusetts Department of Housing and Community Development (760 CMR 56.00).

## REQUEST FOR FINDINGS ACT

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

1. 500 Harvard St LLC, a limited dividend organization within the meaning of General Laws, Chapter 40B and CMR 56.02, and is eligible to receive a subsidy under a state or federal affordable housing program after a Comprehensive Permit has been granted.

2. The applicant has shown evidence of its site control to qualify it as a recipient of a Comprehensive Permit for the site.

3. MassHousing, as the Program Administrator of the New England Fund (NEF) Program, will be the subsidizing agency within the meaning of the regulations of 40B (760 CMR 56.00) and within the meaning of the procedural regulations of the Housing Appeals Committee (CMR:30.01 (C)).

4. The number of low or moderate income housing units in the Town of Brookline constitutes less than ten percent (10%) as reported in the latest decennial census of the town and reported by the Department of Housing & Community Development as of December 5, 2014.

5. The development as proposed in the application is consistent with local needs within the meaning of General Laws, Chapter 40B, Section 20.

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

500 Harvard St LLC

By: _____
Danny J Danesh
Manager

# PROJECT DATA SUMMARY

## 1. Applicant

500 Harvard St, LLC (the "Applicant") has been organized under the General Laws of the State of Massachusetts and is qualified to undertake the planning and development of the proposed rental community in Brookline, MA. The Applicant proposes to develop 30 rental units on a limited dividend basis as required under all laws and regulations of the Commonwealth of Massachusetts. The project manager and member of 500 Harvard St, LLC, The Danesh Group, Inc., has experience on multiple housing developments in the Greater Boston area and Brookline. The Danesh Group, Inc. has successfully developed 45 Marion Street and 455 Harvard Street (currently under construction). The Danesh Group also owns several multi-family developments in Brookline and the surrounding areas.

## 2. Description of the Development

The proposed mixed-use building at 500 Harvard Street consists of 30 residential rental units. The unit mix is 3 studios, 17 one bedrooms, 7 two-bedrooms, and 3 three-bedroom units. The 6 affordable units are distributed throughout the building. The five wood-framed floors are above one level of non-combustible podium construction. The technical name for this approach is "Type III" construction and the project will be protected throughout by a fully-compliant NFPA-13 fire suppression system. The exterior façade maintains a 5'-0" setback on the northern and western property lines and 0'-6" from the southern and eastern property lines. Unprotected openings will be designed to comply with all requirements for fire separation distance ratings and percentages, and the building design will accommodate the Northern neighbor's windows that occur on the property line. The height of the building is approximately 69'-10" as measured from the first floor slab to the top of roof structure.

In order to create a dialogue with the existing architectural context in Brookline, the exterior façade employs traditional materials accented with subtle, streamlined details to create a modern expression that is not foreign to its surroundings. Two complimentary architectural expressions allow the built form to connect the distinct urban and residential neighborhoods to the east and west, respectively. In response to the more urban condition along Harvard Street, the massing is broken up into two floors of a dark panel over four floors of red brick. This focuses one's attention to the scale and fortitude of the 4-story brick base, creating a structural rhythm that relates to the traditional brick buildings throughout Brookline's commercial corridor. A combination of punched windows and infill panels within this brick base generate a rhythm and texture that responds to the pedestrian focused environment along Harvard Street. As the building turns the corner on Kenwood Street, the masonry steps down and changes in color to transition to the adjacent residential neighborhood scale. The side and rear of the building employ materials that are more residential in nature with a mix of fiber cement lap siding and panel.

Parking is provided within the building footprint at the ground floor, with access through a roll-up overhead door off of Kenwood Street. There is an active storefront along Harvard Street and Kenwood Street which features a retail bay and the residential entry lobby. The podium slab height is raised to accommodate higher ceilings within the retail bay and to account for the clearance

requirements dictated by mechanical parking systems. The project provides 6 total parking spaces, including 5 spaces that are stacked vertically in a mechanically ventilated garage.

To account for driver sight lines when exiting the parking garage, the roll-up overhead door is recessed over 10' from the street curb. Utility rooms, such as electrical, tel/data, water/fire, and trash are located along the perimeter of the garage facing the western and northern property lines. The main electrical transformer is anticipated to be outside of the garage at the southwest corner of the site.

At the upper floors, a central corridor provides access to units and connects the stair, elevator, and utility cores extending vertically through the building. Floors two through four are identical to each other, while the fifth and sixth floors vary slightly from the floors below. Floors five and six feature slightly different units as well as a custodial closet on Floor 5 and an elevator control room on Floor 6. Typical studio, one-, two-, and three-bedroom units are designed with open kitchen/living areas, comfortable bedrooms that feature large closets, and sizeable windows to provide abundant natural light. In addition to high-quality finishes and individual environmental controls, each unit will contain modern energy-efficient appliances, in-unit laundry, and low-energy lighting fixtures. Each unit is served by an individual residential-style condenser, all of which are clustered in the center of the roof above the residential corridor.

## 3. Qualification

As a 40B Development The development qualifies as assisted "low or moderate income housing" within the meaning of Massachusetts General Laws Chapter 40B, section 20 and will provide 6 units (20%) which will serve households earning at or below 80% of area median income and thus will meet the definition of low and moderate income under the statute. The Applicant will develop this project pursuant to the guidelines of the Masshousing New England Fund Program administered by Masshousing under which a site approval letter has been granted.

## 4. Local Need

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

## 5. Exceptions and Approvals Requested

500 Harvard Street is zoned L-1.0 "Local Business District" Certain elements of the proposed development do not comply with the current underlying zoning. Consequently, an exception of use is required to enable multi-family residential at the proposed density to be constructed. Other exceptions to the Town of Brookline's Zoning Bylaws and other local land use regulations are specifically detailed in this application. If any specific exceptions have not been listed in this application, the applicant, upon notification of such an oversight, shall promptly amend the list of exceptions included herein.

## 6. Conclusion

For all of the foregoing reasons, and for the additional reasons the Applicant will present at the scheduled public hearing on this Application, the Applicant respectfully requests the Board, after complying with the procedural requirements as provided by law, issue to the Applicant a Comprehensive Permit for the Development. APPLICANT STATUS The applicant, 500 Harvard St., LLC is a Massachusetts limited liability company which is a Limited Dividend Organization within the meaning of 760 CMR 56.02 and an eligible applicant under 760 CMR 56.04. Pursuant to the New England Fund Program administered by MassHousing as the subsidizing agency, the applicant intends to enter into a Regulatory Agreement providing for (i) affordability of the proposed affordable units and (ii) limitation on the applicant's return on investment substantially in form attached

MASSHOUSING

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

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

*Videophone: 857.366.4157 or Relay: 711*

January 31, 2019

Danny Danesh
500 Harvard Street, LLC
c/o The Danesh Group
1368 Beacon Street, #109
Brookline, MA 02446

**Re: 500 Harvard Street**
**Project Eligibility/Site Approval**
**MassHousing #1007**

Dear Mr. Danesh:

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

500 Harvard Street, LLC has proposed to build thirty (30) units, including six (6) affordable units of rental housing and 1,800 square feet of retail space (the "Project"), on approximately 6,969 square feet of land located at 500 Harvard Street (the "Site") in Brookline, MA (the "Municipality").

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

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

**Municipal Comments**

The Municipality was given a thirty (30) day period, in which to review the Site Approval application and submit comments and recommendations to MassHousing. The Municipality requested a thirty (30) day extension, which was granted. The Chairman of the Brookline Board of Selectmen provided a letter (received by MassHousing on December 21, 2018) acknowledging that the Site could be appropriate for a mixed-income development "that is sensitive to the needs of the abutting neighborhood." The letter also summarized comments from Municipal departments, boards and committees, and identified specific concerns with the proposed Project.

Charles D. Baker, *Governor* | Michael J. Dirrane, *Chairman* | Chrystal Kornegay, *Executive Director*
Karyn E. Polito, *Lt. Governor* | Ping Yin Chai, *Vice Chair*

- The Municipality believes that the height and massing of the proposed building are out of character for the area and fails to relate to either the residential or commercial neighborhoods in which the Project is located;

- The Municipality believes that the building as proposed "presents as a looming mass" and will block the windows of the abutting residential property;

- The Municipality is concerned with the lack of open space planned for the Site;

- The Municipality is concerned about the effectiveness of and potential noise generated by the proposed parking stacker system; and

- The Municipality is concerned that the Applicant is not proposing enough parking for tenants or patrons and employees of the retail space and does not believe the Applicant should rely on public parking to accommodate prospective parking needs.

**Community Comments**
In addition to the comments from Municipal officials, MassHousing received detailed correspondence from members of the community, including a letter from an abutter in support of the Project and affordable housing. Several abutters raised concerns regarding:

- Potential for disruptions and inconveniences to abutters and the surrounding neighborhood due to construction including, traffic jams, obstruction of emergency vehicles, disruption of utilities and/or pipelines, intrusions of privacy, noise, debris, trash, and vermin infestation;

- Potential for permanent damage to the abutting residential building and retaining walls due to the removal of the existing commercial structure which was built a few inches from the property line;

- Exacerbation of the current parking shortage;

- Blocking sunlight to abutting properties, which may result in snow/ice accumulation on the roof and gutters;

- Potential damage to trees rooted on Verndale and Kendall Street properties;

- Incompatibility of the Project's architectural design with the surrounding neighborhood;

- Minimal setbacks; and

- Lack of proposed open space.

**Comments Outside of the Findings**
While Comprehensive Permit Rules require MassHousing, acting as Subsidizing Agency under the Guidelines, to "accept written comments from Local Boards and other interested parties" and to "consider any such comments prior to issuing a determination of Project Eligibility," they do limit MassHousing to specific findings outlined in 760 CMR 56.04(1) and (4). While many of the public comments submitted to MassHousing are important considerations for your development going

forward, these issues are not within scope of the Agency's review under existing regulations. These concerns outside of MassHousing's review process are:

- Concerns regarding the Danesh Group's (a related entity to the Applicant) prior dealings with the neighborhood, particularly regarding removal of two mature trees in the area, alleged failure to control cooking odors produced by a tenant, and a perceived failure to maintain the existing property.

**MassHousing Determination**

MassHousing staff has determined that the Project appears generally eligible under the requirements of the Program, subject to final review of eligibility and to Final Approval. As a result of our review, we have made the findings as required pursuant to 760 CMR 56.04(1) and (4). Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto. It is important to note that Comprehensive Permit Rules limit MassHousing to these specific findings in order to determine Project Eligibility. If, as here, MassHousing issues a determination of Project Eligibility, the Developer may apply to the ZBA of the Municipality for a Comprehensive Permit. At that time, local boards, officials and members of the public are provided the opportunity to further review the Project to ensure compliance with applicable state and local standards and regulations.

Based on MassHousing's consideration of comments received from the Municipality, and its site and design review, the following issues should be addressed in your application to the local ZBA for a Comprehensive Permit and fully explored in the public hearing process prior to submission of your application for Final Approval under the Program:

- Development of this Site will require compliance with all state and federal environmental laws, regulations and standards applicable to existing conditions and to the proposed use related to building construction, stormwater management, wastewater collection and treatment, and hazardous waste safety. The Applicant should expect that the Municipality will require evidence of such compliance prior to the issuance of a building permit for the Project.

- The Applicant should be prepared to engage in dialogue with abutters and address concerns relative to what the Municipality believes are unreasonable setbacks.

- The Applicant should be prepared to discuss concerns relative to the proposed size, scale and architectural style of the proposed multi-family building and its impact on the neighborhood and direct abutters. The Applicant should discuss its initial study and fully describe proposed measures to mitigate these concerns.

- The Applicant should be prepared to provide sufficient data to assess potential traffic impacts on area roadways and intersections, including the safety of proposed site access and egress, and to respond to reasonable requests for mitigation.

- The Applicant should be prepared to discuss opportunities for open space accessible to all tenants.

- The Applicant should be prepared to discuss the proposed use of the stacked parking technology and respond to reasonable requests for mitigation of potential noise associated with the system.

This Site Approval is expressly limited to the development of no more than thirty (30) rental units under the terms of the Program, of which not less than six (6) of such units shall be restricted as affordable for low or moderate-income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of NEF financing and does not constitute a site plan or building design approval. Should you consider, prior to obtaining a comprehensive permit, the use of any other housing subsidy program, the construction of additional units or a reduction in the size of the Site, you may be required to submit a new Site Approval application for review by MassHousing. Should you consider a change in tenure type or a change in building type or height, you may be required to submit a new site approval application for review by MassHousing.

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

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

Should a comprehensive permit be issued, please note that prior to (i) commencement of construction of the Project or (ii) issuance of a building permit, the Applicant is required to submit to MassHousing a request for Final Approval of the Project (as it may have been amended) in accordance with the Comprehensive Permit Rules (see especially 760 CMR 56.04(07) and the Guidelines including, without limitation, Part III thereof concerning Affirmative Fair Housing Marketing and Resident Selection). Final Approval will not be issued unless MassHousing is able to make the same findings at the time of issuing Final Approval as required at Site Approval.

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

If you have any questions concerning this letter, please contact Jessica Malcolm at (617) 854-1201.

Sincerely,

Chrystal Kornegay

Chrystal Kornegay
Executive Director

cc: Janelle Chan, Undersecretary, DHCD
The Honorable Cynthia Stone Creem
The Honorable Michael J. Moran
The Honorable Tommy Vitolo
The Honorable Nika Elugardo
The Honorable Edward F. Coppinger
Neil Wishinsky, Chair, Board of Selectmen
Melvin Kleckner, Town Administrator
Alison Steinfeld, Planning Director

**Attachment 1**

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

**500 Harvard Street, Brookline, MA #1007**

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

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

The Project is eligible under the NEF housing subsidy program and at least 25% of the units will be available to households earning at or below 80% of the Area Median Income, adjusted for household size, as published by the U.S. Department of Housing and Urban Development ("HUD"). The most recent HUD income limits indicate that 80% of the current median income for a four-person household in Brookline is $81,100.

Proposed gross rent levels for the affordable units, less utility allowances (as discussed in section (d) below) accurately reflect current affordable rent levels for the Boston-Cambridge-Quincy HMFA under the NEF Program.

A letter of interest for project financing was provided by Cambridge Trust Company, a member bank of the FHLBank Boston.

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

Based on a site inspection by MassHousing staff, internal discussions, and a thorough review of the application, MassHousing finds that the Site is suitable for residential use and development and that such use would be compatible with surrounding uses and would directly address the local need for housing. The location will attract interest given its proximity to public transit via the MBTA Green Line, local services, employment, commuter routes and shopping.

The Town of Brookline has a DHCD Certified Housing Production Plan which expires October 27, 2020. According to DHCD's Chapter 40B Subsidized Housing Inventory (SHI), updated through January 2019, Brookline has 2,454 Subsidized Housing Inventory (SHI) units (9.87% of its housing inventory), which is 33 units short of the statutory minima of 10%. While Brookline is making steady progress toward compliance with the statutory minima, this Project represents a good opportunity to further these efforts in meeting their local housing production goals.

The need for additional affordable housing is supported by U.S. Census data from the 2012-2016 American Community Survey (ACS), which indicates that approximately 20% of households earn less than 30% of the HUD published 2018 AMI ($107,800), approximately 29.6% of households earn less than 50% of the 2018 AMI, and nearly 34.4% of Brookline residents earn less than 60% of the 2018 AMI, and 41.9% of households earn less than 80% of the 2018 AMI.

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

**Relationship to Adjacent Building Typology (including building massing, site arrangement, and architectural details):**
The proposed mixed-use building at 500 Harvard Street consists of thirty (30) residential rental units in five wood-framed floors above one level of non-combustible podium construction. The exterior façade is set back 5'-0" from the northern and western property lines and 0'-6" from the southern and eastern property lines. The proposed building design will accommodate concerns regarding the northern neighbor's windows that are situated on the property line. The height of the building is approximately 69'-10' as measured from the first-floor slab to the top of the roof structure.

The exterior façade employs traditional materials accented with subtle, streamlined details to create a modern expression of a multi-family residential structure. Two complimentary architectural approaches allow the proposed building form to connect the distinct urban and residential neighborhoods to the east and west, respectively. In response to the more urban condition along Harvard Street, the massing is broken up into two floors of a dark panel façade over four floors of red brick. This focuses one's attention to the scale and fortitude of the 4-story brick base, creating a structural rhythm that relates to the traditional brick buildings throughout Brookline's commercial corridor. A combination of punched windows and infill panels within the brick base generate a visual connection that responds to the pedestrian focused environment along Harvard Street. As the building turns the corner on Kenwood Street, the masonry facade steps down and changes in color to transition to the adjacent residential neighborhood scale. The side and rear of the building employ materials that are more residential in nature with a mix of fiber cement lap siding and panel.

To establish an appropriate relationship to adjacent uses and structures, the applicant should explore with local officials and abutters how best to integrate the proposed structure into the context of the existing neighborhood.

**Relationship to adjacent streets/Integration into existing development patterns**
The Site is located in the north Brookline section of Brookline, east of Harvard Street, northwest of the intersection of Harvard and Kenwood Street, and south of Verndale Street. Overall, the neighborhood is well positioned to support both commercial and residential use. The neighborhood is mature, mostly built-out with no undeveloped parcels available on any of the proximate streets. Rentals in the area consist of a wide mix of structures built during the 1980s to 1990s (many with recent updates). These developments consist of primarily walk up buildings, while many of the newer developments include a wider mix of unit types (e.g. garden, loft, townhouse) and building (e.g. elevators or direct unit access) styles. The subject property has an advantageous position in terms of access to transportation services. The Site is bordered to the northeast by residential properties. To the east, is the parking lot for major retailer, T.J. Maxx. To the west is a residential street and to the south is a religious center, Chabad of Brookline. It is located within close proximity to a wide variety of retail stores, restaurants, schools, medical services, recreational facilities, local area highways and public transportation.

**Density**
The Developer intends to build thirty (30) residential units on approximately 6,969 square feet, resulting in 188 units per buildable acre, which is comparable to that of other transit-oriented development in the area.

**Conceptual Site Plan**
The site plan shows approximately 90% of the site covered by building with minimal site development otherwise. The proposed mixed-use building consists of residential rental units and a retail space. The residential units are proposed to be located on five (5) floors sitting over a ground floor retail space and one-level of below-grade parking. The active storefront is along Harvard Street and Kenwood Street and features a retail bay and residential entry lobby. There will be six (6) total parking spaces, including five (5) spaces that are stacked vertically in a mechanically ventilated garage. To account for driver sight lines when exiting the parking garage, the overhead roll-up door will be recessed 10' from the street curb.

**Environmental Resources**
Environmental resources were not a factor in the design of Site Plan. The Site is currently developed with a restaurant and associated parking lot and consists of mostly impervious surface.

**Topography**
The Site is generally level at street grade. The topography is not an impediment to the proposed development.

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

The Applicant proposes thirty (30) rental units to be financed under the NEF Program. There will be twenty-four (24) market-rate units with proposed average rent levels of $1,800 for the two (2) studio units, $2,200 for the fourteen (14) one (1) bedroom units, $2,600 for the six (6), two (2) bedroom units and $3,100 for the two (2), three (3) bedroom units. There will be six (6) affordable units with proposed rent levels of $1,364 for the studio unit, $1,450 for the three (3), one (1) bedroom units, $1,729 for the one (1), two (2) bedroom unit, and $1,989 for the one (1), three (3) bedroom unit less utility allowances of $56, $71, $96, and $119 respectively.

The units are designed with open kitchen/living areas, bedrooms that feature walk-in closets, and large windows to provide natural light. Each unit will contain individual environmental controls, energy-efficient appliances, in-unit laundry, and low-energy lighting fixtures.

MassHousing's Appraisal and Marketing (A&M) Division reports that there is strong demand for rental housing in the area, with increasing rental and occupancy rates over the past three years. Occupancy rates at comparable developments in the area average approximately 97%.
The location will attract interest given its proximity to local services, employment, commuter routes and shopping. However, the proposed Project does not appear to offer some of the amenities (e.g. pool and sports courts) and unit styles (e.g. lofts) that are found in many of the newer rental communities in the market. A&M recommends that a more in-depth analysis/market study be conducted at Final Approval to confirm the subject's market area, the depth of the target market, the preferences/demands of area renters (i.e. for the proposed unit types, building styles, services, and other amenities), and support for proposed rent levels.

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

MassHousing has commissioned an "As-Is" appraisal which indicates a land valuation of $1,900,000. Based on a proposed investment of $6,345,857 in private equity, the application pro forma appears to be financially feasible and within the limitations on profits and distributions.

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

The Applicant must be organized as a Limited Dividend Organization. MassHousing sees no reason this requirement could not be met given information reviewed to date. The Applicant meets the general eligibility standards of the NEF housing subsidy program and has executed an Acknowledgment of Obligations to restrict their profits in accordance with the applicable limited dividend provisions.

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

A related entity to the Applicant controls the entire 6,969 square feet Site through a Deed from Harvard Street I, LLC to 500 Harvard St, LLC dated August 2, 2016 and recorded at the Norfolk Land Court Registry District at Book 34327, Page 286.

# 500 Harvard Street Brookline Development Team

**Developer / Manager**
Allied Capital Properties
The Danesh Group
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THE
DANESH
GROUP
OWNER · MANAGER · DEVELOPER

**500 HARVARD STREET, LLC**
1368 Beacon St. #109
Brookline, MA 02446

Phone: (617) 232- 7777
Fax: (617) 232- 7700

October, 2018

Allied Capital Properties, a division of The Danesh Group was established in the early 1980's. Headquartered in Brookline, Massachusetts, Allied Capital Properties a real estate investment, management and development company specializing in commercial and residential real estate in Greater Boston. Environmental sustainability is a priority for the company, as it incorporates many green practices into its development and operations.

The company's primary focus is multifamily housing in the Brookline, Cambridge and Boston area. Allied Capital Properties prides itself on the fine condition and broad improvements made to its portfolio as an owner, manager and developer. Development experience goes back from the company's inception and is essential to the core of its business.

In 2016, the firm completed a 64-unit 40B project in Brookline's Coolidge Corner neighborhood located at 45 Marion Street. The 40B development has received all approvals and is currently stabilized. In 2018, the firm received all approvals from the Town of Brookline and Mass Housing and began construction on an approved 17-unit mixed use 40B in Brookline (455 Harvard Street).

Allied has done extensive and broad developments in commercial to residential real estate; including single family, multifamily and commercial properties. Below is a highlight of recent development projects:

| Address | Units | Type |
|---|---|---|
| 45 Marion Street Brookline | 64 | 40B Residential Development |
| 455 Harvard Street Brookline | 17 | 40B Residential Development |
| 20-24 Fairbanks Street Brookline | 29 | Residential Redevelopment |
| 1318 Commonwealth Ave Boston | 26 | Residential Redevelopment |
| 9 Upland Road Cambridge | 9 | Residential Redevelopment |
| 33 Stearns Road Brookline | 6 | Residential Redevelopment |
| 95 Coolidge Street Brookline | 4 | Residential Redevelopment |

**Law Office of Robert L. Allen. Jr., LLP**
300 Washington Street
First and Second Floor
Brookline, MA 02445

Telephone: 617-383-6000
Fax: 617-383-6001
Email: info@boballenlaw.com

The firm provides legal representation for an array of real estate endeavors, from local residential matters to complex real estate developments in a variety of industries including commercial projects, hotel & hospitality, transportation, restaurants, entertainment venues, bars and alcoholic beverages sales.
Residential Zoning Representation, residential zoning matters can range from simple matters to more complicated affairs. The firm can assist in many facets of residential development, including:

- Building code appeals
- Environmental approvals and permits
- Zoning approvals, opinion letters and appeals
- Applications for Special Permits & Variances
- Rights of way, approvals and waterway permits
- Historic approvals and permits, tax credits and grants
- Title certifications

The firm's practice areas include representation of developers in a variety of industries including commercial and mixed-use real estate, hotel & hospitality, transportation, restaurants, bars & alcoholic beverages sales.
Our attorneys assist individuals and business clients to develop and implement strategies for successful results at the local and state level. The firm has experience representing clients before local and state planning, zoning, historic/preservation, permitting, and licensing authorities. Our practice includes the representation of clients before community groups, governmental agencies, and other interest groups and stakeholders in the permitting process.

Robert Allen Law has represented clients in many development project in the Town of Brookline including:

- Hancock Village (40B)
- 45 Marion Street (40B)
- 455 Harvard Street (40B)

CUBE3 STUDIO
architecture interiors planning
360 Merrimack Street
Building 5, Floor 3
Lawrence, MA 01843
Tel: 978.989.9900
Web: www.cube3studio.com

Our mission is to provide the best design experience and value for the unique needs of each of our clients. We recognize that every project is different, and strive to meet the challenges presented with a creative and thoughtful approach. Our core values focus on innovative design, integrity, and reliability.
Our goal is to provide an energetic and positive working experience. We embrace the vision of our clients, help them refine and develop clear design statements and provide them with outstanding documentation.
We are committed to ensuring that anyone who works with us will find us a responsive, intelligent team that delivers.

We are committed to sustainable design practices in every aspect of our work, from integrated planning strategies to building design concepts, and the selection and evaluation of products.
Every project in our office is subject to an internal sustainability review, which identifies opportunities for alternate building systems, design choices, and can provide a path to certification. We are committed to remaining at the leading edge of the design community through mentoring, training, and the active engagement in emerging LEED pilot programs.

Sample projects include:

- 45 Marion Brookline, MA (40B)
- 455 Harvard Brookline, MA (40B)
- 180 Teleford Boston MA
- atMark Cambridge, MA
- AVA North Point Cambridge, MA

ALLEN & MAJOR ASSOCIATES, INC.

100 Commerce Way
Woburn, MA 01801
781-935-6889 - Phone
781-935-2896 –Fax

Timothy Williams, PE

We have over four decades of know-how and experience in the development industry and that level of experience allows us to be extremely competent at all aspects of site development. We provide our clients with a single source for their project design and development needs and we help our clients see better results by utilizing state-of-the-art means and methods to lower project costs, eliminate schedule delays and anticipate site opportunities and constraints. A belief in minimizing environmental impacts drives our design approach and allows us to incorporate sustainable practices into the esthetics as well as the nuts and bolts of engineering design.

Timothy Williams, PE serves as Principal-in-Charge of the Woburn Civil Engineering Division. Tim's extensive background includes planning, design and permitting of numerous public, municipal and private sector projects. He has been responsible for preliminary design through construction administration on large scale projects ranging from commercial/mixed use to residential, industrial and including infrastructure. Tim's diverse background also includes specification writing, quantity cost estimation, field studies, investigations and analysis as well as construction observation and administration of final designs.
Recognized for his expertise and ability, he has managed the design efforts for some of the most significant projects within the firm including Legacy Place in Dedham, an award winning open air lifestyle retail center that was one of the largest mixed-use developments in the Northeast.

One International Place, Suite 3700
Boston, MA 02110 | 617 456 8000

Julie Pruitt Barry

Julie Pruitt Barry is a trial and appellate attorney with more than 20 years of experience in state and federal courts including the Massachusetts Appeals Court, Superior Courts, Land and Probate Courts, the U.S. District Court, and First Circuit Court of Appeals. She represents developers, commercial and residential property owners, businesses, and individuals.
Julie's practice focuses on real estate and land use litigation and permitting, including real estate acquisition and title litigation, prescriptive easements and adverse possession claims, zoning and subdivision permitting and litigation, wetlands, tidelands, and Title 5 adjudicatory appeals and litigation, affordable housing permitting and development, historic districts, and state and federal environmental matters including MEPA, 21E, CERCLA, and RCRA permitting and litigation.

Julie successfully defended a developer of affordable housing against an anti-SLAPP claim in the Massachusetts Appeals Court, which lead to an opinion deemed by MA Lawyers Weekly to be one of the Most Important Opinions of 2013 (Coalition to Preserve the Belmont Uplands et al. v. Commissioner of the Department of Environmental Protection, et al., 84 Mass. App. Ct. 1118; unpublished).

We have extensive experience in a full range of commercial real estate transactions including:

- Purchase and sale of property
- Affordable housing
- Financing
- Leasing
- Zoning and permitting
- Title issues
- Real estate litigation
- Preparation of closing documents
- Liens
- Subdivisions
- Mortgage foreclosures
- Investments

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Transportation Engineers & Planners.

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01810-1071

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F (978) 688-6508

## Transportation Planning

VAI provides a full complement of Transportation Planning services for public and private sector clients. These include: traffic studies; feasibility studies; environmental impact reports; peer review services; parking supply and demand studies; roadway, intersection and pedestrian safety studies; access planning studies; and transportation master plans. Our clients include real estate owners and developers, attorneys, state and municipal agencies, medical and educational institutions, and sporting and event facility owners and managers.

## Traffic Feasibility and Sizing Studies

Given the limited availability of land in New England and the challenging and complex traffic issues facing land development projects, developers are frequently engaging VAI early in the development phase to assist in properly sizing projects and developing permitting strategies. An early understanding of site access requirements, potential off-site improvements and costs, community concerns and an assessment of alternative development scenarios assists the development team to formulate permitting strategies early in the site assessment phase and serves to streamline the permitting process for the project. VAI has assisted developers in sizing many commercial and mixed-use projects allowing for optimal site development and the successful integration of projects into a community.

VAI has been retained by numerous communities, town boards, private citizen groups and developers to provide our technical expertise to better understand a project's impact on the transportation infrastructure. Our reviews include a comprehensive assessment of the analysis methodology with regard to accepted Traffic Engineering and Transportation Planning practices, state and municipal standards and codes; roadway and intersection operations; access design and site circulation; safety; pedestrian and bicycle considerations; truck impacts; parking supply, demand and layout; and off-site improvement strategies. The goal of the review is to provide our clients with a better understanding of a project's impact and to assist in developing strategies that are designed to accommodate the project in a safe and efficient manner, while minimizing impacts to abutting properties, neighborhoods and all roadway users.

After Recording Return To:
Lori Yarvis, Esq.
Archstone Law Group, PC
245 Winter Street, Suite 400
Waltham, MA 02451

**DEED**

Harvard Street I, LLC, a Massachusetts limited liability company with an address at 20 Gaines Road, Sharon, Massachusetts 02067 ("Grantor"), for consideration of One Million Seven Hundred Eighteen Thousand and 00/100 Dollars ($1,718,000.00) paid GRANTS to 500 Harvard St LLC, a Massachusetts limited liability company with a business address of 1368 Beacon Street, Suite 109, Brookline MA, 02446 ("Grantee"),

with **QUITCLAIM COVENANTS**

A certain parcel of land with all buildings, structures and other improvements thereon known as 500 Harvard Street, Brookline, Norfolk County, Massachusetts and being more particularly bounded and described as follows:

A certain parcel of land with the buildings thereon at the corner of Harvard and Kenwood Streets, Brookline, Norfolk County, Massachusetts, and being shown on a plan drawn by C.J. Wallace and R.A. Doane, Engineers, dated July 12, 1922, and recorded with the Registry at the end of Book 1523, bounded and described as follows:

| | |
|---|---|
| NORTHEASTERLY | by Harvard Street, Seventy-two and 33/100 (72.33) feet; |
| SOUTHEASTERLY | by Kenwood Street and the junction of Kenwood and Harvard Streets, Eighty-three and 71/100 (83.71) feet; |
| SOUTHWESTERLY | by land now or late of F.C. and M.S. Munsil, Ninety and 3/100 (90.03) feet; |
| NORTHWESTERLY | by land of now or late of O.H. Britton, eighty-seven and 44/100 (87.44) feet; containing 6871 square feet of land according to said plan or however same may be bounded, measured or described, and be all or any of said contents or measurements more or less. |

Together with the right in common with other abutting owners to use Kenwood Street for all purposes for which public streets are ordinarily used.

Being the same premises granted to the Grantor by Deed of Walter Gelerman and Victor Gellerman, being all of the Trustees of the MWV Realty Trust, recorded in the Registry in Book 29861, Page 518.

500 Harvard Street, Brookline, MA

Executed under seal this day of August 2016.

HARVARD STREET I, LLC

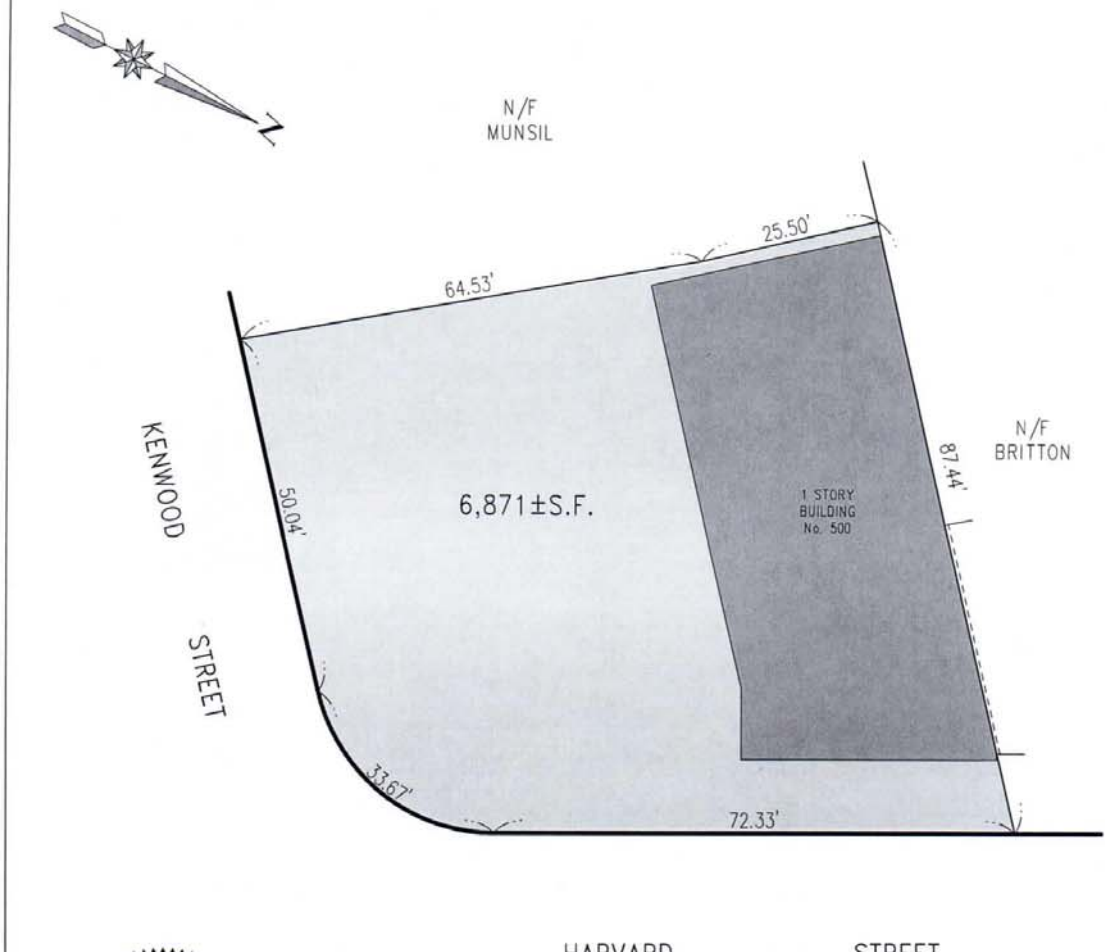
By:_____
Walter Gelerman, Manager

COMMONWEALTH OF MASSACHUSETTS )
)
COUNTY OF Norfolk )

On this 2 day of August, 2016, before me, the undersigned notary public, personally appeared Walter Gelerman, Manager of Harvard Street I, LLC, proved to me through satisfactory evidence of identification, which were Mass 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 aforesaid.

_____
(official signature and seal of notary)
My commission expires:_____

FILE NO.: 220682

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GAUGHEN GAUGHEN LANE & HERNANDO
ATTORNEYS AT LAW
TEL. (781) 335-0374 FAX (781) 340-6315 kgaughen@gaughenlane.com

## MORTGAGE INSPECTION PLAN

ADDRESS: 500 HARVARD STREET, BROOKLINE, MA
LENDER:
ATTORNEY: GAUGHEN, GAUGHEN, LANE & HERNANDO M-15236
OWNER: DANESH
APPLICANT: SAME
DATE: 7/13/2016 SCALE: 1"=20' COUNTY: NORFOLK

UNREGISTERED LAND
DEED BOOK: 11674 PAGE: 34
PLAN BOOK: 1523 PAGE: END(900) LOT(S):
PLAN NUMBER: OF 1922

REGISTERED LAND CERTIFICATE OF TITLE:
REGISTRATION BOOK: PAGE:
PLAN NUMBER: LOT(S):

FLOOD HAZARD INFO:.
ZONE: X DATED: 7/17/2012
COMMUNITY PANEL: 250234 0032E

THE LOCATION OF THE BUILDING(S) SHOWN DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD ZONE, EXCEPT AS MAY BE INDICATED.

THERE ARE NO DEEDED EASEMENTS IN THE ABOVE REFERENCED DEED OR ENCROACHMENTS WITH RESPECT TO BUILDING(S) SITUATED ON THIS LOT EXCEPT AS STATED ON THE DEED OF RECORD SHOWN.

THE LOCATION OF THE BUILDING(S) AS SHOWN HEREON EITHER WAS IN COMPLIANCE WITH THE LOCAL ZONING BY-LAWS IN EFFECT WHEN CONSTRUCTED (WITH RESPECT TO STRUCTURAL SETBACK REQUIREMENTS ONLY), OR IS EXEMPT FROM VIOLATION ENFORCEMENT ACTION UNDER MASS. G.L. TITLE VII. CHAPTER 40A, SECTION 7.

ASSESSORS MAP:
BLOCK: LOT:

GENERAL NOTES: (1) THE DECLARATIONS MADE ABOVE ARE ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF AS THE RESULT OF A MORTGAGE INSPECTION TAPE SURVEY, NOT THE RESULT OF AN INSTRUMENT SURVEY MADE TO THE NORMAL STANDARD OF CARE OF REGISTERED LAND SURVEYORS PRACTICING IN MASSACHUSETTS. (2) DECLARATIONS ARE MADE TO THE ABOVE NAMED CLIENT ONLY AS OF THIS DATE. (3) THIS PLAN WAS NOT MADE FOR RECORDING PURPOSES, FOR USE IN PREPARING DEED DESCRIPTIONS OR FOR CONSTRUCTION. (4) VERIFICATIONS OF PROPERTY LINE DIMENSIONS, BUILDING OFFSETS, FENCES, OR LOT CONFIGURATION MAY BE ACCOMPLISHED BY AN ACCURATE INSTRUMENT SURVEY. (5) NO RESPONSIBILITY IS ASSUMED HEREIN TO THE LAND OWNER OR OCCUPANT.

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Department of Housing and Community Development
Chapter 40B Subsidized Housing Inventory (SHI)
as of September 14, 2017

| Community | 2010 Census Year Round Housing Units | Total Development Units | SHI Units | % |
|---|---|---|---|---|
| Abington | 6,364 | 518 | 485 | 7.6% |
| Acton | 8,475 | 1,144 | 568 | 6.7% |
| Acushnet | 4,097 | 127 | 97 | 2.4% |
| Adams | 4,337 | 321 | 321 | 7.4% |
| Agawam | 12,090 | 556 | 505 | 4.2% |
| Alford | 231 | 0 | 0 | 0.0% |
| Amesbury | 7,041 | 898 | 738 | 10.5% |
| Amherst | 9,621 | 1,130 | 1,083 | 11.3% |
| Andover | 12,324 | 2,000 | 1,637 | 13.3% |
| Aquinnah | 158 | 41 | 41 | 25.9% |
| Arlington | 19,881 | 1,429 | 1,121 | 5.6% |
| Ashburnham | 2,272 | 144 | 29 | 1.3% |
| Ashby | 1,150 | 0 | 0 | 0.0% |
| Ashfield | 793 | 2 | 2 | 0.3% |
| Ashland | 6,581 | 514 | 410 | 6.2% |
| Athol | 5,148 | 310 | 310 | 6.0% |
| Attleboro | 17,978 | 1,155 | 1,155 | 6.4% |
| Auburn | 6,808 | 251 | 251 | 3.7% |
| Avon | 1,763 | 70 | 70 | 4.0% |
| Ayer | 3,440 | 454 | 299 | 8.7% |
| Barnstable | 20,550 | 1,763 | 1,462 | 7.1% |
| Barre | 2,164 | 83 | 83 | 3.8% |
| Becket | 838 | 0 | 0 | 0.0% |
| Bedford | 5,322 | 1,174 | 972 | 18.3% |
| Belchertown | 5,771 | 418 | 392 | 6.8% |
| Bellingham | 6,341 | 733 | 551 | 8.7% |
| Belmont | 10,117 | 675 | 365 | 3.6% |
| Berkley | 2,169 | 103 | 24 | 1.1% |
| Berlin | 1,183 | 254 | 109 | 9.2% |
| Bernardston | 930 | 24 | 24 | 2.6% |
| Beverly | 16,522 | 2,153 | 1,919 | 11.6% |
| Billerica | 14,442 | 1,766 | 1,118 | 7.7% |
| Blackstone | 3,606 | 165 | 123 | 3.4% |
| Blandford | 516 | 1 | 1 | 0.2% |
| Bolton | 1,729 | 192 | 62 | 3.6% |
| Boston | 269,482 | 54,409 | 51,283 | 19.0% |
| Bourne | 8,584 | 1,198 | 660 | 7.7% |
| Boxborough | 2,062 | 325 | 268 | 13.0% |
| Boxford | 2,730 | 72 | 31 | 1.1% |

| | | | | |
|---|---|---|---|---|
| Boylston | 1,765 | 26 | 26 | 1.5% |
| Braintree | 14,260 | 1,679 | 1,382 | 9.7% |
| Brewster | 4,803 | 306 | 255 | 5.3% |
| Bridgewater | 8,288 | 645 | 546 | 6.6% |
| Brimfield | 1,491 | 71 | 71 | 4.8% |
| Brockton | 35,514 | 4,619 | 4,619 | 13.0% |
| Brookfield | 1,452 | 19 | 19 | 1.3% |
| Brookline | 26,201 | 3,151 | 2,454 | 9.4% |
| Buckland | 866 | 3 | 3 | 0.3% |
| Burlington | 9,627 | 1,707 | 1,283 | 13.3% |
| Cambridge | 46,690 | 7,102 | 6,911 | 14.8% |
| Canton | 8,710 | 1,195 | 1,090 | 12.5% |
| Carlisle | 1,740 | 57 | 51 | 2.9% |
| Carver | 4,514 | 146 | 146 | 3.2% |
| Charlemont | 615 | 3 | 3 | 0.5% |
| Charlton | 4,774 | 83 | 83 | 1.7% |
| Chatham | 3,460 | 180 | 174 | 5.0% |
| Chelmsford | 13,741 | 1,591 | 1,072 | 7.8% |
| Chelsea | 12,592 | 2,439 | 2,434 | 19.3% |
| Cheshire | 1,481 | 0 | 0 | 0.0% |
| Chester | 585 | 13 | 13 | 2.2% |
| Chesterfield | 524 | 17 | 17 | 3.2% |
| Chicopee | 25,074 | 2,637 | 2,601 | 10.4% |
| Chilmark | 418 | 3 | 3 | 0.7% |
| Clarksburg | 706 | 9 | 9 | 1.3% |
| Clinton | 6,375 | 549 | 549 | 8.6% |
| Cohasset | 2,898 | 325 | 311 | 10.7% |
| Colrain | 731 | 0 | 0 | 0.0% |
| Concord | 6,852 | 926 | 804 | 11.7% |
| Conway | 803 | 0 | 0 | 0.0% |
| Cummington | 426 | 16 | 16 | 3.8% |
| Dalton | 2,860 | 159 | 159 | 5.6% |
| Danvers | 11,071 | 1,565 | 1,149 | 10.4% |
| Dartmouth | 11,775 | 1,001 | 971 | 8.2% |
| Dedham | 10,115 | 1,149 | 1,104 | 10.9% |
| Deerfield | 2,154 | 33 | 33 | 1.5% |
| Dennis | 7,653 | 338 | 324 | 4.2% |
| Dighton | 2,568 | 420 | 144 | 5.6% |
| Douglas | 3,147 | 140 | 140 | 4.4% |
| Dover | 1,950 | 69 | 18 | 0.9% |
| Dracut | 11,318 | 861 | 585 | 5.2% |
| Dudley | 4,360 | 104 | 104 | 2.4% |
| Dunstable | 1,085 | 0 | 0 | 0.0% |
| Duxbury | 5,532 | 441 | 410 | 7.4% |
| East Bridgewater | 4,897 | 230 | 176 | 3.6% |
| East Brookfield | 888 | 0 | 0 | 0.0% |
| East Longmeadow | 6,072 | 513 | 445 | 7.3% |

| | | | | |
|---|---|---|---|---|
| Eastham | 2,632 | 63 | 54 | 2.1% |
| Easthampton | 7,567 | 1,021 | 522 | 6.9% |
| Easton | 8,105 | 979 | 787 | 9.7% |
| Edgartown | 1,962 | 94 | 89 | 4.5% |
| Egremont | 596 | 0 | 0 | 0.0% |
| Erving | 778 | 0 | 0 | 0.0% |
| Essex | 1,477 | 40 | 40 | 2.7% |
| Everett | 16,691 | 1,061 | 1,061 | 6.4% |
| Fairhaven | 7,003 | 486 | 486 | 6.9% |
| Fall River | 42,650 | 4,847 | 4,751 | 11.1% |
| Falmouth | 14,870 | 1,230 | 959 | 6.4% |
| Fitchburg | 17,058 | 1,680 | 1,486 | 8.7% |
| Florida | 335 | 0 | 0 | 0.0% |
| Foxborough | 6,853 | 869 | 859 | 12.5% |
| Framingham | 27,443 | 2,871 | 2,871 | 10.5% |
| Franklin | 11,350 | 1,814 | 1,352 | 11.9% |
| Freetown | 3,263 | 104 | 86 | 2.6% |
| Gardner | 9,064 | 1,356 | 1,356 | 15.0% |
| Georgetown | 3,031 | 352 | 352 | 11.6% |
| Gill | 591 | 24 | 24 | 4.1% |
| Gloucester | 13,270 | 1,009 | 972 | 7.3% |
| Goshen | 440 | 5 | 5 | 1.1% |
| Gosnold | 41 | 0 | 0 | 0.0% |
| Grafton | 7,160 | 732 | 365 | 5.1% |
| Granby | 2,451 | 67 | 67 | 2.7% |
| Granville | 630 | 0 | 0 | 0.0% |
| Great Barrington | 3,072 | 378 | 306 | 10.0% |
| Greenfield | 8,325 | 1,173 | 1,155 | 13.9% |
| Groton | 3,930 | 343 | 217 | 5.5% |
| Groveland | 2,423 | 137 | 80 | 3.3% |
| Hadley | 2,200 | 264 | 264 | 12.0% |
| Halifax | 2,971 | 28 | 28 | 0.9% |
| Hamilton | 2,783 | 124 | 84 | 3.0% |
| Hampden | 1,941 | 60 | 60 | 3.1% |
| Hancock | 326 | 0 | 0 | 0.0% |
| Hanover | 4,832 | 575 | 575 | 11.9% |
| Hanson | 3,572 | 270 | 157 | 4.4% |
| Hardwick | 1,185 | 9 | 8 | 0.7% |
| Harvard | 1,982 | 247 | 113 | 5.7% |
| Harwich | 6,121 | 335 | 335 | 5.5% |
| Hatfield | 1,549 | 52 | 52 | 3.4% |
| Haverhill | 25,557 | 2,770 | 2,555 | 10.0% |
| Hawley | 137 | 0 | 0 | 0.0% |
| Heath | 334 | 0 | 0 | 0.0% |
| Hingham | 8,841 | 2,798 | 1,005 | 11.4% |
| Hinsdale | 918 | 0 | 0 | 0.0% |
| Holbrook | 4,262 | 440 | 440 | 10.3% |

| | | | | |
|---|---|---|---|---|
| Holden | 6,624 | 514 | 407 | 6.1% |
| Holland | 1,051 | 13 | 13 | 1.2% |
| Holliston | 5,077 | 447 | 236 | 4.6% |
| Holyoke | 16,320 | 3,278 | 3,253 | 19.9% |
| Hopedale | 2,278 | 119 | 119 | 5.2% |
| Hopkinton | 5,087 | 842 | 724 | 14.2% |
| Hubbardston | 1,627 | 49 | 49 | 3.0% |
| Hudson | 7,962 | 1,051 | 892 | 11.2% |
| Hull | 4,964 | 84 | 84 | 1.7% |
| Huntington | 919 | 44 | 44 | 4.8% |
| Ipswich | 5,735 | 564 | 511 | 8.9% |
| Kingston | 4,881 | 359 | 204 | 4.2% |
| Lakeville | 3,852 | 590 | 274 | 7.1% |
| Lancaster | 2,544 | 223 | 140 | 5.5% |
| Lanesborough | 1,365 | 28 | 28 | 2.1% |
| Lawrence | 27,092 | 4,076 | 4,057 | 15.0% |
| Lee | 2,702 | 173 | 176 | 6.5% |
| Leicester | 4,231 | 176 | 176 | 4.2% |
| Lenox | 2,473 | 178 | 178 | 7.2% |
| Leominster | 17,805 | 1,493 | 1,456 | 8.2% |
| Leverett | 792 | 2 | 2 | 0.3% |
| Lexington | 11,946 | 1,500 | 1,321 | 11.1% |
| Leyden | 300 | 0 | 0 | 0.0% |
| Lincoln | 2,153 | 310 | 238 | 11.2% |
| Littleton | 3,443 | 649 | 444 | 12.9% |
| Longmeadow | 5,874 | 272 | 272 | 4.6% |
| Lowell | 41,308 | 5,253 | 5,180 | 12.5% |
| Ludlow | 8,337 | 293 | 293 | 3.5% |
| Lunenburg | 4,037 | 195 | 195 | 4.8% |
| Lynn | 35,701 | 4,435 | 4,435 | 12.4% |
| Lynnfield | 4,319 | 744 | 495 | 11.5% |
| Malden | 25,122 | 2,607 | 2,542 | 10.1% |
| Manchester | 2,275 | 137 | 115 | 5.1% |
| Mansfield | 8,725 | 1,035 | 939 | 10.8% |
| Marblehead | 8,528 | 399 | 333 | 3.9% |
| Marion | 2,014 | 204 | 156 | 7.7% |
| Marlborough | 16,347 | 1,962 | 1,866 | 11.4% |
| Marshfield | 9,852 | 775 | 572 | 5.8% |
| Mashpee | 6,473 | 363 | 337 | 5.2% |
| Mattapoisett | 2,626 | 70 | 70 | 2.7% |
| Maynard | 4,430 | 398 | 380 | 8.6% |
| Medfield | 4,220 | 358 | 304 | 7.2% |
| Medford | 23,968 | 2,243 | 1,694 | 7.1% |
| Medway | 4,603 | 468 | 284 | 6.2% |
| Melrose | 11,714 | 1,425 | 932 | 8.0% |
| Mendon | 2,072 | 77 | 40 | 1.9% |
| Merrimac | 2,527 | 397 | 141 | 5.6% |

| | | | | |
|---|---|---|---|---|
| Methuen | 18,268 | 1,931 | 1,641 | 9.0% |
| Middleborough | 8,921 | 979 | 589 | 6.6% |
| Middlefield | 230 | 2 | 2 | 0.9% |
| Middleton | 3,011 | 173 | 151 | 5.0% |
| Milford | 11,379 | 976 | 708 | 6.2% |
| Millbury | 5,592 | 244 | 221 | 4.0% |
| Millis | 3,148 | 181 | 118 | 3.7% |
| Millville | 1,157 | 26 | 26 | 2.2% |
| Milton | 9,641 | 737 | 481 | 5.0% |
| Monroe | 64 | 0 | 0 | 0.0% |
| Monson | 3,406 | 138 | 138 | 4.1% |
| Montague | 3,926 | 408 | 376 | 9.6% |
| Monterey | 465 | 0 | 0 | 0.0% |
| Montgomery | 337 | 0 | 0 | 0.0% |
| Mount Washington | 80 | 0 | 0 | 0.0% |
| Nahant | 1,612 | 48 | 48 | 3.0% |
| Nantucket | 4,896 | 179 | 121 | 2.5% |
| Natick | 14,052 | 1,798 | 1,458 | 10.4% |
| Needham | 11,047 | 1,503 | 1,397 | 12.6% |
| New Ashford | 104 | 0 | 0 | 0.0% |
| New Bedford | 42,816 | 5,144 | 5,110 | 11.9% |
| New Braintree | 386 | 0 | 0 | 0.0% |
| New Marlborough | 692 | 0 | 0 | 0.0% |
| New Salem | 433 | 0 | 0 | 0.0% |
| Newbury | 2,699 | 94 | 94 | 3.5% |
| Newburyport | 8,015 | 713 | 599 | 7.5% |
| Newton | 32,346 | 2,543 | 2,425 | 7.5% |
| Norfolk | 3,112 | 218 | 128 | 4.1% |
| North Adams | 6,681 | 866 | 866 | 13.0% |
| North Andover | 10,902 | 1,389 | 931 | 8.5% |
| North Attleborough | 11,553 | 306 | 294 | 2.5% |
| North Brookfield | 2,014 | 142 | 142 | 7.1% |
| North Reading | 5,597 | 652 | 540 | 9.6% |
| Northampton | 12,604 | 1,586 | 1,356 | 10.8% |
| Northborough | 5,297 | 719 | 610 | 11.5% |
| Northbridge | 6,144 | 468 | 453 | 7.4% |
| Northfield | 1,290 | 27 | 27 | 2.1% |
| Norton | 6,707 | 897 | 533 | 7.9% |
| Norwell | 3,652 | 452 | 297 | 8.1% |
| Norwood | 12,441 | 1,047 | 1,035 | 8.3% |
| Oak Bluffs | 2,138 | 158 | 146 | 6.8% |
| Oakham | 702 | 0 | 0 | 0.0% |
| Orange | 3,461 | 405 | 405 | 11.7% |
| Orleans | 3,290 | 334 | 304 | 9.2% |
| Otis | 763 | 0 | 0 | 0.0% |
| Oxford | 5,520 | 404 | 404 | 7.3% |
| Palmer | 5,495 | 310 | 269 | 4.9% |

| | | | | |
|---|---|---|---|---|
| Paxton | 1,590 | 62 | 62 | 3.9% |
| Peabody | 22,135 | 2,174 | 2,051 | 9.3% |
| Pelham | 564 | 0 | 0 | 0.0% |
| Pembroke | 6,477 | 771 | 616 | 9.5% |
| Pepperell | 4,335 | 197 | 130 | 3.0% |
| Peru | 354 | 0 | 0 | 0.0% |
| Petersham | 525 | 0 | 0 | 0.0% |
| Phillipston | 658 | 8 | 8 | 1.2% |
| Pittsfield | 21,031 | 2,057 | 1,936 | 9.2% |
| Plainfield | 283 | 0 | 0 | 0.0% |
| Plainville | 3,459 | 619 | 572 | 16.5% |
| Plymouth | 22,285 | 976 | 721 | 3.2% |
| Plympton | 1,039 | 63 | 51 | 4.9% |
| Princeton | 1,324 | 26 | 26 | 2.0% |
| Provincetown | 2,122 | 256 | 208 | 9.8% |
| Quincy | 42,547 | 4,096 | 4,096 | 9.6% |
| Randolph | 11,980 | 1,280 | 1,280 | 10.7% |
| Raynham | 5,052 | 604 | 489 | 9.7% |
| Reading | 9,584 | 1,341 | 831 | 8.7% |
| Rehoboth | 4,252 | 99 | 27 | 0.6% |
| Revere | 21,956 | 1,790 | 1,780 | 8.1% |
| Richmond | 706 | 4 | 4 | 0.6% |
| Rochester | 1,865 | 8 | 8 | 0.4% |
| Rockland | 7,030 | 645 | 450 | 6.4% |
| Rockport | 3,460 | 135 | 135 | 3.9% |
| Rowe | 177 | 0 | 0 | 0.0% |
| Rowley | 2,226 | 179 | 94 | 4.2% |
| Royalston | 523 | 3 | 3 | 0.6% |
| Russell | 687 | 8 | 8 | 1.2% |
| Rutland | 2,913 | 86 | 86 | 3.0% |
| Salem | 18,998 | 2,467 | 2,425 | 12.8% |
| Salisbury | 3,842 | 797 | 592 | 15.4% |
| Sandisfield | 401 | 0 | 0 | 0.0% |
| Sandwich | 8,183 | 605 | 307 | 3.8% |
| Saugus | 10,754 | 808 | 732 | 6.8% |
| Savoy | 318 | 0 | 0 | 0.0% |
| Scituate | 7,163 | 360 | 315 | 4.4% |
| Seekonk | 5,272 | 96 | 87 | 1.7% |
| Sharon | 6,413 | 741 | 683 | 10.7% |
| Sheffield | 1,507 | 30 | 30 | 2.0% |
| Shelburne | 893 | 51 | 51 | 5.7% |
| Sherborn | 1,479 | 41 | 34 | 2.3% |
| Shirley | 2,417 | 57 | 57 | 2.4% |
| Shrewsbury | 13,919 | 957 | 860 | 6.2% |
| Shutesbury | 758 | 2 | 2 | 0.3% |
| Somerset | 7,335 | 273 | 273 | 3.7% |
| Somerville | 33,632 | 3,278 | 3,250 | 9.7% |

| | | | | |
|---|---|---|---|---|
| South Hadley | 7,091 | 424 | 424 | 6.0% |
| Southampton | 2,310 | 44 | 44 | 1.9% |
| Southborough | 3,433 | 808 | 472 | 13.7% |
| Southbridge | 7,517 | 499 | 499 | 6.6% |
| Southwick | 3,852 | 164 | 164 | 4.3% |
| Spencer | 5,137 | 268 | 267 | 5.2% |
| Springfield | 61,556 | 10,458 | 10,192 | 16.6% |
| Sterling | 2,918 | 269 | 68 | 2.3% |
| Stockbridge | 1,051 | 113 | 113 | 10.8% |
| Stoneham | 9,399 | 501 | 495 | 5.3% |
| Stoughton | 10,742 | 1,495 | 1,240 | 11.5% |
| Stow | 2,500 | 337 | 185 | 7.4% |
| Sturbridge | 3,759 | 357 | 209 | 5.6% |
| Sudbury | 5,921 | 887 | 669 | 11.3% |
| Sunderland | 1,718 | 0 | 0 | 0.0% |
| Sutton | 3,324 | 176 | 50 | 1.5% |
| Swampscott | 5,795 | 218 | 212 | 3.7% |
| Swansea | 6,290 | 247 | 236 | 3.8% |
| Taunton | 23,844 | 1,720 | 1,529 | 6.4% |
| Templeton | 3,014 | 516 | 238 | 7.9% |
| Tewksbury | 10,803 | 1,312 | 1,044 | 9.7% |
| Tisbury | 1,965 | 123 | 109 | 5.5% |
| Tolland | 222 | 0 | 0 | 0.0% |
| Topsfield | 2,157 | 173 | 155 | 7.2% |
| Townsend | 3,356 | 199 | 160 | 4.8% |
| Truro | 1,090 | 28 | 25 | 2.3% |
| Tyngsborough | 4,166 | 853 | 447 | 10.7% |
| Tyringham | 149 | 0 | 0 | 0.0% |
| Upton | 2,820 | 223 | 178 | 6.3% |
| Uxbridge | 5,284 | 434 | 264 | 5.0% |
| Wakefield | 10,459 | 1,276 | 758 | 7.2% |
| Wales | 772 | 43 | 43 | 5.6% |
| Walpole | 8,984 | 497 | 485 | 5.4% |
| Waltham | 24,805 | 2,724 | 1,834 | 7.4% |
| Ware | 4,539 | 387 | 387 | 8.5% |
| Wareham | 9,880 | 894 | 764 | 7.7% |
| Warren | 2,202 | 101 | 101 | 4.6% |
| Warwick | 363 | 0 | 0 | 0.0% |
| Washington | 235 | 0 | 0 | 0.0% |
| Watertown | 15,521 | 1,745 | 1,072 | 6.9% |
| Wayland | 4,957 | 370 | 254 | 5.1% |
| Webster | 7,788 | 722 | 722 | 9.3% |
| Wellesley | 9,090 | 663 | 573 | 6.3% |
| Wellfleet | 1,550 | 36 | 30 | 1.9% |
| Wendell | 419 | 5 | 5 | 1.2% |
| Wenham | 1,404 | 186 | 118 | 8.4% |
| West Boylston | 2,729 | 413 | 223 | 8.2% |

| | | | | |
|---|---|---|---|---|
| West Bridgewater | 2,658 | 175 | 121 | 4.6% |
| West Brookfield | 1,578 | 68 | 68 | 4.3% |
| West Newbury | 1,558 | 116 | 39 | 2.5% |
| West Springfield | 12,629 | 429 | 429 | 3.4% |
| West Stockbridge | 645 | 0 | 0 | 0.0% |
| West Tisbury | 1,253 | 38 | 23 | 1.8% |
| Westborough | 7,304 | 1,265 | 974 | 13.3% |
| Westfield | 16,001 | 1,166 | 1,158 | 7.2% |
| Westford | 7,671 | 1,028 | 635 | 8.3% |
| Westhampton | 635 | 17 | 17 | 2.7% |
| Westminster | 2,826 | 274 | 87 | 3.1% |
| Weston | 3,952 | 285 | 167 | 4.2% |
| Westport | 6,417 | 498 | 232 | 3.6% |
| Westwood | 5,389 | 810 | 576 | 10.7% |
| Weymouth | 23,337 | 1,908 | 1,771 | 7.6% |
| Whately | 654 | 2 | 2 | 0.3% |
| Whitman | 5,513 | 200 | 200 | 3.6% |
| Wilbraham | 5,442 | 306 | 305 | 5.6% |
| Williamsburg | 1,165 | 51 | 51 | 4.4% |
| Williamstown | 2,805 | 249 | 201 | 7.2% |
| Wilmington | 7,788 | 1,067 | 799 | 10.3% |
| Winchendon | 4,088 | 331 | 331 | 8.1% |
| Winchester | 7,920 | 292 | 244 | 3.1% |
| Windsor | 387 | 0 | 0 | 0.0% |
| Winthrop | 8,253 | 638 | 638 | 7.7% |
| Woburn | 16,237 | 1,587 | 1,419 | 8.7% |
| Worcester | 74,383 | 10,076 | 9,977 | 13.4% |
| Worthington | 553 | 22 | 22 | 4.0% |
| Wrentham | 3,821 | 485 | 485 | 12.7% |
| Yarmouth | 12,037 | 634 | 527 | 4.4% |
| **Totals** | **2,692,186** | **297,863** | **262,223** | **9.7%** |

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

# REGULATORY AND USE AGREEMENT

[Rental]

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

This Regulatory and Use Agreement (this "Agreement") is made this ___ day of _____, 20__, by and between the Massachusetts Housing Finance Agency acting as Subsidizing Agency (the "Subsidizing Agency"), as defined under the provisions of 760 CMR 56.02, on behalf of the Department of Housing and Community Development ("DHCD"), and **HARVARD DANESH 455, LLC,** a Massachusetts **LIMITED LIABILITY COMPANY** having a mailing address at **156 DEAN ROAD BROOKLINE, MA 02445** and its successors and assigns (the "Developer").

## RECITALS

WHEREAS, the Developer intends to construct a housing development known as **455 HARVARD STREET** at a **.19**-acre site located at **455 HARVARD STREET** in the [City/Town] of **BROOKLINE** Massachusetts (the "Municipality"), more particularly described in Exhibit A attached hereto and made a part hereof (the "Development"); and

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

WHEREAS, the Development is being financed with a loan of approximately **$6,000000** by **HINGHAM INSTITUTION FOR SAVINGS** a Federal Home Loan Bank of Boston ("FHLBB") member bank (the "NEF Lender"), a non-governmental entity for which the Massachusetts Housing Finance Agency acts as Subsidizing Agency pursuant to the Comprehensive Permit Rules; and

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

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

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

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of **17** rental units, of which a minimum of 25 percent (**4** units) (the "Affordable Units") will be rented to Low or Moderate Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

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

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

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

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

**DEFINITIONS**

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

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

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

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

Allowable Development Costs shall have the meaning given such term in Section 20 hereof.

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

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

("HUD").

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

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

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

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

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

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

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

Cost Certification shall have the meaning given such term in Section 20 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Limited Dividend Term shall have the meaning set forth in Section 22(b) hereof.

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

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

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

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

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

Permanent Loan shall mean the Permanent Loan made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof in compliance with any specific

terms of the Comprehensive Permit or any Housing Subsidy Program applicable to the Development.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan, or any replacement thereof.

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

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

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

Substantial Completion shall have the meaning given such term in Section 19 hereof.

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

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

Term shall have the meaning set forth in Section 22 hereof.

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

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

## CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development in accordance with plans and specifications approved by the Subsidizing Agency and the Municipality (the "Plans and Specifications"), which are consistent with the minimum design and construction standards of the Subsidizing Agency applicable to comprehensive permit projects in accordance with the Comprehensive Permit Guidelines, and in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit, and in accordance with the information describing the Development presented by the Developer to the Subsidizing Agency in its application for Final Approval. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Development is exempted from such compliance by the

Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

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

## USE RESTRICTION/RENTALS AND RENTS

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

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

(c) For purposes of satisfying the requirement that the Affordable Units shall be occupied by Low or Moderate Income Tenants hereunder, no Low or Moderate Income Tenant shall be denied continued occupancy because, after admission, the Low Moderate Income Tenant's Annual Income exceeds eighty percent (80%) of Area Median Income. No Low or Moderate Income Tenant shall continue to be counted as a Low or Moderate Income Tenant as of any date upon which such tenant's Annual Income exceeds one hundred forty percent (140%) of the level

at which a tenant may be qualified as a Low or Moderate Income Tenant provided, however, that the Developer shall not be in default regarding the requirements of this Agreement to maintain occupancy of the Affordable Units by Low or Moderate Income Tenants if the Developer rents the next available unit to Low or Moderate Income Tenants as needed to achieve compliance with such requirements (thereupon, as rented to a Low or Moderate Income Tenant, such unit or units shall be deemed an Affordable Unit hereunder).

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant. In the event that a Low or Moderate-Income Tenant's Annual Income increases and, as a result of such increase, exceeds one hundred forty percent (140%) of Area Median Income, the Developer may charge the formerly Low or Moderate-Income Tenant a market rate for the dwelling unit.

(e) Rentals for the Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto, subject to change from time to time (if necessary to reflect any changes in AMI) in accordance with the terms and provisions of this Agreement and any applicable Housing Subsidy Program. The Developer shall annually submit to the Subsidizing Agency a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Development. It is understood that the Subsidizing Agency shall review such schedule with respect to the maximum rents for all the Affordable Units based on the size and required extent of affordability of each Affordable Unit, and shall not take into account the actual incomes of individual tenants in any given Affordable Unit. Rents for the Affordable Units shall not be increased above such maximum monthly rents without the Subsidizing Agency's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants.

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

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

(h) The AFHMP shall designate entities to implement the plan that are qualified to perform their duties. The Subsidizing Agency may require that another entity be found if the Subsidizing Agency finds that the entity designated by the Developer is not qualified. Moreover,

the Subsidizing Agency may require the removal of an entity responsible for a duty under the AFHMP if that entity does not meet its obligations under the AFHMP.

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

## TENANT SELECTION AND OCCUPANCY

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

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

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

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

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

## EXPIRATION OF RESTRICTIONS - TENANT PROTECTIONS

6. (a) If, upon the expiration of the Term hereof, the affordability requirements under the Comprehensive Permit shall expire, the Developer shall deliver a written notice to all Low or

Moderate or Income Tenants of such expiration (the "Expiration Notice") at the same time that it shall provide such notice to the Subsidizing Agency. The Expiration Notice shall inform all Low or Moderate or Income Tenants of the tenant protections described in this Section 6.

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

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

(d) For three (3) years after the CPI Index Period (the "Transition Period"), the Developer shall provide Relocation Assistance, as defined herein, for any Protected Low or Moderate-Income Tenant who voluntarily terminates his or her lease during the Transition Period as a result of rental increases. For the purposes hereof, the term "Relocation Assistance" shall mean reasonable assistance in locating a comparable affordable unit, including the payment of any broker's fees and the payment of reasonable moving expenses within a thirty (30) mile radius of the Development.

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

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

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

## LIMITED DIVIDENDS; USE OF DEVELOPMENT REVENUES

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

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

(b) No Limited Dividend Distributions may be made when: (i) a default or an Event of Default has occurred and is continuing under this Agreement; (ii) there has been failure to comply with the Subsidizing Agency's notice of any reasonable requirement for adequate (as determined by the Subsidizing Agency using its reasonable discretion) maintenance of the Development in order to continue to provide decent, good quality and safe affordable housing; or (iii) prior to the expiration of the Term hereof, there is outstanding against all or any part of the Development any lien or security interest other than a lien securing the Loan or a lien expressly permitted by the Subsidizing Agency or Lender.

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

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

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

Thereafter, Developer's Equity may be adjusted not more than once in any five year period with the first five - year period commencing with the first Fiscal Year of the Development. Any adjustments shall be made only upon the written request of the Developer. Unless the Developer is otherwise directed by the Subsidizing Agency, the initial appraised market value and any adjustment thereto shall be based upon an appraisal commissioned by (and naming as a client) the Subsidizing Agency and prepared by an independent and qualified appraiser prequalified by, and randomly assigned to the Development by, the Subsidizing Agency. The appraiser shall submit a Self-Contained Appraisal Report to the Subsidizing Agency in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The costs of such appraisal shall be borne by the Developer. Such appraisal shall use assumptions subject to the reasonable approval of the Subsidizing Agency.

Upon completion of an appraisal as provided above, the Developer's Equity shall be adjusted to equal the appraised value of the Development as determined by the appraisal less the unpaid principal amount of the sum of secured debt on the Development plus public equity, whether structured as a grant or loan determined as of the date of the appraisal. Such new Developer's Equity shall be the Developer's Equity the date of such appraisal.

(e) In the event that the amount available for Limited Dividend Distributions in a given Fiscal Year exceeds the Limited Dividend Distribution permitted for such Fiscal Year pursuant to Section 7(c) above, such excess shall be deposited and administered in accordance with Section 7(f) below. Amounts deposited into the Excess Equity Account may, subject to subsections (a) through (c) above, and pursuant to the Subsidizing Agency's Limited Dividend Policy, be distributed by the Lender (or the Subsidizing Agency, as applicable) to the Developer in amounts equal to the difference between the amount by which Limited Dividend Distributions actually made in any prior Fiscal Year were less than the amount permitted to be distributed under Section

7(c) hereof for such Fiscal Year. In the event that Surplus Cash is insufficient to allow the Developer to take its Limited Dividend Distribution as permitted herein and there are funds in the Excess Equity Account, Lender (or the Subsidizing Agency, as applicable) may distribute to the Developer an amount equal to the unpaid portion of the permitted Limited Dividend Distribution for such Fiscal Year, provided that, in no event shall the amount so distributed exceed the amount available in the Excess Equity Account.

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

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

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

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

Upon the Developer's written request, amounts may also be withdrawn from the Excess Equity Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Development as reasonably determined by the Developer; (iii) deposit of all amounts as may be deposited in a reserve fund for capital replacements reasonably determined by the Developer to be sufficient to meet anticipated capital needs of the Development which may be held by Lender or a lending institution reasonably acceptable to the Subsidizing Agency and which reserves shall be used for capital expenditures for the Development reasonably determined to be necessary by the

Developer; (iv) payments of operating expense loans made by the partners, managers or members of the Developer for Development expenses, provided that the Developer shall have obtained prior written approval for such loans from the applicable Lender (or, if there is no mortgage, or after discharge of the Mortgage, from the Subsidizing Agency) and shall have supplied the applicable Lender (or the Subsidizing Agency ) with such evidence as the applicable Lender (or the Subsidizing Agency, as applicable) may reasonably request as to the application of the proceeds of such operating expense loans to the Development; or (v) for any other purposes, subject to a determination by the Lender (or, if there is no Mortgage, or the Mortgage is discharged during the Term of this Agreement, the reasonable determination by the Subsidizing Agency) that the expenditure is necessary to address the Development's physical or financial needs and that no other Development reserve funds are available to address such needs. Notwithstanding the foregoing, payment of the items set forth in clauses (i), (ii) and (iv) above by the Developer shall be subject to the prior written approval of the Subsidizing Agency, which approval shall not be unreasonably withheld or delayed; it being agreed by the Subsidizing Agency that if the Developer can demonstrate that its proposed operating expenditures and reserves are substantially consistent with those made for comparable developments within the Commonwealth of Massachusetts, the Subsidizing Agency shall approve such request. Further, in no event shall such review or approval be required by the Subsidizing Agency to the extent any such capital expenditures or reserves are mandated by Lender.

In any event, cash available for distribution in any year in excess of 20% of Developer's Equity, subject to payment of a Limited Dividend Distribution pursuant to Section 7(c) hereof, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency as provided herein, or as otherwise directed by DHCD. Upon the expiration of the Limited Dividend Term (as defined in Section 22(b) hereof), any balance remaining in the Excess Equity Account shall (i) be contributed by the Developer to the replacement reserve held for the Development, if such contribution is deemed by the Subsidizing Agency (in its reasonable discretion) to be necessary, (ii) be distributed to the Subsidizing Agency for the purpose of developing and/or preserving affordable housing, or (iii) be distributed as otherwise directed by DHCD.

(g) All funds in the Excess Equity Account shall be considered additional security for the performance of obligations of the Developer under the Mortgage and this Agreement and the Developer hereby pledges and grants to the Lender (or the Subsidizing Agency, as applicable) a continuing security interest in said funds. Furthermore, the Developer recognizes and agrees that (i) possession of said funds by the Lender (or the Subsidizing Agency, as applicable) constitutes a bona fide pledge of said funds to the Lender (or the Subsidizing Agency, as applicable) for security purposes, (ii) to the extent required by applicable law, this Agreement, in combination, as necessary, with other documents referred to herein, constitutes a valid and binding security agreement, and (iii) the validity and effectiveness of said pledge will not be compromised if said funds are held in a bank or other financial institution. The Developer further acknowledges and agrees that, notwithstanding any nomenclature or title given to the Excess Equity Account by the bank or other financial institution at which the Excess Equity Account is held, or the fact that the Developer's tax identification number is used with respect to the Excess Equity Account, the Lender (or the Subsidizing Agency, as applicable), and not the Developer, shall be the customer of the bank or other financial institution holding the Excess Equity Account; such bank or other

financial institution shall comply with instructions originated by the Lender (or the Subsidizing Agency, as applicable) directing the disposition of funds in the Excess Equity Account, without further consent of the Developer; and the Lender (or the Subsidizing Agency, as applicable), and not the Developer, shall have the exclusive right to withdraw funds from the Excess Equity Account.

(h) Payment of fees and profits from capital sources for the initial development of the Development to the Developer and/or the Developer's related party consultants, partners and legal or beneficial owners of the Development shall, be limited to no more than ten percent (10%) of Total Development Costs, net of (i) such fees and profits, and (ii) any working capital or reserves intended for operation of the Development and approved by the Subsidizing Agency. Such limited payment of fees and profits shall not include fees or profits paid to any other party, whether or not related to the Developer, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Development. The Developer shall comply with the requirements of Section 20 below regarding Cost Certification. In accordance with the requirements of 760 CMR 56.04(8)(e), in the event that the Subsidizing Agency determines, following examination of the Cost Certification submitted by the Developer pursuant to Section 20 below, that amounts were paid or distributed by the Developer in excess of the above limitations (the "Excess Distributions"), the Developer shall pay over in full such Excess Distributions to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency as provided herein.

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

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

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

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

(iii) Without the Subsidizing Agency's prior written consent, the Developer may not assign, transfer, create a security interest in, dispose of, or encumber any Development Revenues except in connection with the Construction Loan, the Permanent Loan and any refinancing thereof and as expressly permitted herein.

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

## MANAGEMENT OF THE DEVELOPMENT

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

## CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

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

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

(b) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation;

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

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

10. After Substantial Completion, Developer shall provide the Subsidizing Agency with thirty (30) days' prior written notice, of any sale, conveyance, transfer, ground lease or exchange of the Developer's interest in the Development or any part of the Development, but no consent shall be required. As in Section 9 above, prior to any transfer of ownership of the Development or any portion thereof or interest therein, the Developer agrees to secure from the transferee a written agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement.

## BOOKS AND RECORDS

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

## ANNUAL FINANCIAL REPORT

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

(b) In addition to the financial information required to be furnished by the Developer to the Subsidizing Agency pursuant to Section 12(a) above, the Developer shall furnish to the

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

(c) Such Audited Annual Limited Dividend Financial Report shall be accompanied by a Certificate of Developer (in the form as then reasonably required by the Subsidizing Agency) certifying to the Developer's best knowledge and belief, under the pains and penalties of perjury, as to matters such as, without limitation, the fact that (i) the Developer has made available all necessary financial records and related data to the CPA who prepared the Audited Annual Limited Dividend Financial Report, (ii) there are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the Audited Annual Limited Dividend Financial Report, (iii) the Developer has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have significant roles in internal control, or others where the fraud could have a material effect on the Audited Annual Limited Dividend Financial Report and has no knowledge of any allegations of fraud or suspected fraud affecting the Developer or the Development received in communications from employees, former employees, subcontractors, regulators, or others, and (iv) the Developer has reviewed the information presented in the Audited Annual Limited Dividend Financial Report and believes that such determination is an appropriate representation of the Development.

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

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

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

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

## FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

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

## NO CHANGE OF DEVELOPMENT'S USE

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

## NO DISCRIMINATION

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

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

## DEFAULTS; REMEDIES

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

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

(c) In the event the Subsidizing Agency or its designee brings an action to enforce this Agreement, unless the Developer prevails in such action the Developer shall pay all fees and expenses (including legal fees) of the Subsidizing Agency and/or its designee. In such event, the Subsidizing Agency and/or its designee shall be entitled to seek recovery of its respective fees and expenses incurred in enforcing this Agreement against the Developer and to assert a lien on the

Development, junior to the lien securing the Loan, to secure payment by the Developer of such fees and expenses. The Subsidizing Agency and its designee may perfect a lien on the Development by recording/filing in the Registry one or more certificates setting forth the amount of the costs and expenses due and owing.

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

## MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. The Subsidizing Agency intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay the Subsidizing Agency fees as partial compensation for its services hereunder, as set forth on Appendix B hereto, initially in the amounts and on the dates therein provided, and hereby grants to the Subsidizing Agency a security interest in Development Revenues as security for the payment of such fees subject to the lien of the Mortgage and this Agreement shall constitute a security agreement with respect thereto.

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

## CONSTRUCTION AND FINAL COST CERTIFICATION

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

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

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

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

21. In order to ensure that the Developer shall complete the Cost Certification as and when required by Section 20 hereof and, if applicable, pay any Excess Distributions to the Municipality, the Developer has provided the Subsidizing Agency with adequate financial surety (the "Surety") provided through a letter of credit, bond or cash payment in the amounts and in accordance with the Comprehensive Permit Rules and in a form approved by the Subsidizing Agency. If the Subsidizing Agency shall determine that the Developer has failed in its obligation to provide Cost Certification as and when described above or to pay over to the Municipality any Excess Distributions, the Subsidizing Agency may draw on such Surety in order to pay the costs of completing Cost Certification and/or paying such Excess Distribution amounts due plus reasonable attorneys fees and collections costs.

## TERM

22. (a) This Agreement shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns, and the Subsidizing Agency and its successors and assigns, until the date which is thirty (30) years from the date hereof (the "Term"). Upon expiration of the Term, this Agreement and the rights and obligations of the Subsidizing Agency hereunder shall automatically terminate without the need of either party executing any additional document. The rights and obligations of the Developer and of the Subsidizing Agency under this Agreement

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

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

## INDEMNIFICATION/LIMITATION ON LIABILITY

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

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

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

Nothing herein shall preclude the Subsidizing Agency from asserting such claims as it may have at law or in equity against the Developer for any loss or damage the Subsidizing Agency actually suffers as a result of any of the following:

(i) a willful breach of the provisions limiting payments or distributions to partners, members, managers, or affiliates as set forth in this Agreement; or

(ii) intentional fraud committed Developer; or

(iii) a willful breach of a Developer warranty contained in this Agreement or a false representation of a material fact which was known to be false when made; or

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

Nothing contained in the provisions of this Section 25 or elsewhere shall limit: (i) the right of the Subsidizing Agency to obtain injunctive relief or to pursue equitable remedies under this Agreement, excluding only any injunctive relief ordering payment of obligations by any person or entity for which personal liability does not otherwise exist; or (ii) the liability of any attorney, law firm, architect, accountant or other professional who or which renders or provides any written opinion or certificate to the Subsidizing Agency in connection with the Development even though such person or entity may be an agent or employee of the Developer or of any partner, manager, or member thereof.

## CASUALTY

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

## DEVELOPER'S REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) The Developer (i) is a **LIMITED LIABILITY COMPANY** duly organized under, and is qualified to transact business under, the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other

documents executed in connection with the loan from the NEF Lender, or other encumbrances permitted by the Subsidizing Agency).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

## MISCELLANEOUS CONTRACT PROVISIONS

28. This Agreement may not be modified or amended except with the written consent of the Subsidizing Agency or its successors and assigns and Developer or its successors and assigns.

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

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

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

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

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

## NOTICES

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

If to the Developer:

_____
_____
_____

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

_____
_____
_____

If to the Subsidizing Agency:

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

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

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

## RECORDING

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

## GOVERNING LAW

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

## CONFLICT; PRIORITY OF AGREEMENT

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

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

**[Remainder of page intentionally left blank.]**

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

**DEVELOPER:**

By: _____
Name: **MORDECAI DANESH**
Title: **OWNER / MANAGER**

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

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

Attachments:

Acknowledgment of Zoning Board of Appeals

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

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this __ day of _____, 2017, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [ ] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as [ [general] partner for _____, a partnership // _____ for _____, a corporation // [manager/managing member] for _____, a limited liability company // _____ for _____, a _____]. *[enter appropriate information depending on entity structure]*

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this __ day of _____, 2017, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [ ] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as _____ of the Massachusetts Housing Finance Agency, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended.

_____
Notary Public
My Commission Expires:

# EXHIBIT A

# LEGAL DESCRIPTION

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

| Low-Income / Rental Assisted<br><br>At or Below ____ % of AMI<br>Rental Assisted<br>*[Delete Columns if N/A]* | | | | Low/Moderate-Income [1]<br><br>Rent Set at 30% of 80% AMI<br><br>Qualify with Incomes at or Below 80% of AMI | | | Market Rate<br><br>Unrestricted | | |
|---|---|---|---|---|---|---|---|---|---|
| Number of Bedrooms | 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR |
| Number of Units | 2 | 1 | 1 | # | # | # | 8 | 4 | 1 |
| Net SF/Unit | 750 (Approx) | 1,000 (Approx) | 1,300 (Approx) | --- | -,--- | -,--- | 750 (Approx) | 1,000 (Approx) | 1,300 (Approx) |
| Elev. (E) / Non-Elev. (N) | **E** or N | **E** or N | **E** or N | E or N | E or N | E or N | E or N | E or N | E or N |
| | E | E | E | | | | E | E | E |
| Applicable Base/Gross Rent: | $-,--- | $-,--- | $-,--- | $-,--- | $-,--- | $-,--- | $-,--- | $-,--- | $-,--- |
| Per: [Identify[2]] MSA or HMFA | | | | | | | | | |
| | | | | | | | | | |
| Utility Allowance** | $--- | $--- | $--- | $--- | $--- | $--- | N/A | N/A | N/A |
| | | | | | | | | | |
| **Tenant Rent*** | **30% of adjusted gross income** | | | **$-,---** | **$-,---** | **$-,---** | **$-,---** | **$-,---** | **$-,---** |

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

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

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

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

---

[1] Maximum NEF Ch. 40B affordable unit Rent Limits are calculated based on 30% of the 80% of the Area Median Income (AMI) Limit as derived from income limits published annually by HUD. Changes to the published income limits will result in changes to the rent limits. Unless subsidized under another housing subsidy program, the 80% of AMI Limit also is the standard used to qualify for occupancy at NEF Ch. 40B affordable housing developments.
[2] Identify subject income limit area, i.e. Metropolitan Statistical Area (MSA) or HUD Metro FMR Areas (HMFA) – See "Area" definition.

## APPENDIX B

## FEES PAYABLE TO SUBSIDIZING AGENCY

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

## ACKNOWLEDGEMENT OF ZONING BOARD OF APPEALS

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

_____
Name:
Chairman, _____ Zoning Board of Appeals

_____
Name:

_____
Name:

_____
Name:

_____
Name:

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this __ day of _____, 2017, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [ ] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as _____, for the Town of _____.

_____
Notary Public
My Commission Expires:

**500 HARVARD STREET PROPOSED WAIVER LIST**
**L-1 ZONING DISTRICT SEPTEMBER 4, 2019**

| BROOKLINE ZONING BY-LAWS | | | | |
|---|---|---|---|---|
| **Bylaw Section** | **Requirement** | **Requested Waiver(s)** | **Details of Proposal Requiring Waiver** | **Waiver Number** |
| **§4.07(6) – *Table of Use Regulations*** | Multi-Family Uses | Waiver to allow the property to be used as a multi-family dwelling with more than 40% of frontage along a street devoted to residential use, including associated parking and lobby use. | The Development is a multi-family housing development containing 30 units. More than 40% of the frontage of the ground floor along Kenwood Street will be used for residential parking. The Comprehensive Permit, as may be granted by Zoning Board of Appeals, shall provide all local permits per M.G.L. c. 40B § 20- 23. | A |
| **§5.09** | Design Review | Design Review requirements not applicable under M.G.L. c. 40B, excluding landscaping, stormwater and utility, which shall comply. | Comprehensive Permit, as may be granted by Zoning Board of Appeals shall provide all local permits per M.G.L. c. 40B § 20- 23. | B |
| **§5.20 & Table §5.01** | Maximum Floor Area | Waiver from maximum ratio of gross floor area to lot area. (1.0 in L-1.0 District) | The Development is on a 6,871 s.f. lot and the buildings will have 29,917 gross s.f., not including parking gross floor area of 5,904 s.f., for a total floor area ratio of approximately 4.3 | C |
| **§5.30-5.31 & Table §5.01** | Maximum Height of Buildings | Waiver from maximum building height limitations. (40 ft. in L-1.0 District) | The height of the Development will exceed the 40’ height limit, as the building will be 69' when measured from the first floor slab. | D |
| **§5.50 & Table §5.01** | Minimum Front Yard (Harvard Street) | Waiver from 10’ minimum front yard requirement. | The Development has two front yards and will have a minimum front yard setback of 1” along Harvard Street. | E |
| **§5.50 & Table §5.01** | Minimum Front Yard (Thorndike Street) | Waiver from 10’ minimum front yard requirement. | The Development has two front yards and will have a minimum front yard setback of 1” along Kenwood Street. | F |

| BROOKLINE ZONING BY-LAWS | | | | |
|---|---|---|---|---|
| **Bylaw Section** | **Requirement** | **Requested Waiver(s)** | **Details of Proposal Requiring Waiver** | **Waiver Number** |
| **§5.50 & Table §5.01** | Minimum Front Yard Setback for Garage Entrance | Waiver from the 20' minimum front yard requirement for garages or vehicle passageways. | The garage entrance will be recessed 6' from the building's façade along Kenwood Street. | G |
| **§5.07, §5.60 & Table §5.01** | Minimum Side Yard | Waiver from 18' minimum side yard requirement (10' + L/10'). | The side yard setback for the Development will be 5'. This is a corner lot where the side lot line will be that shared with 514 Harvard Street. | H |
| **§5.62** | Maximum Fence Height Side Yard | Waiver from the maximum fence/terrace requirement of 7' in the side yard. | The Development may have a fence along the side lot line that exceeds the maximum height. | I |
| **§5.07, §5.70 & Table §5.01** | Minimum Rear Yard | Waiver from 30' minimum rear yard requirement. | The Development will have a minimum rear yard setback of 5'. This is a corner lot where the side lot line will be that shared with 12 Kenwood Street. | J |
| **§5.74** | Maximum Fence Height Rear Yard | Waiver from the rear yard maximum fence/terrace requirement of 7'. | The Development may have a fence along the rear lot line that exceeds the maximum height. | K |
| **§5.07, §5.91 & Table §5.01** | Minimum Usable Open Space | Waiver from the usable open space requirement of 3,947 s.f. (20% of residential gross floor area). | The Development will not have sufficient usable open space to meet the requirement. | L |
| **§6.02, Table §6.02** | Off-Street Parking Space Regulations | Waiver from the required 44 parking spaces (35 residential and 9 commercial). | The Development will have a total of 6 parking spaces using stackers. | M |

| BROOKLINE ZONING BY-LAWS | | | | |
|---|---|---|---|---|
| **Bylaw Section** | **Requirement** | **Requested Waiver(s)** | **Details of Proposal Requiring Waiver** | **Waiver Number** |
| **§6.04** | Design of All Off-Street Parking Facilities | Waiver from the requirements of this section, including, but not limited to, aisle width, driveway width, garage entrance width, stall width and depth, and tandem parking without an attendant. | The Development's parking design is shown on the plan labeled Conceptual Ground Floor Plan. Five parking spaces will be stacker spaces, which may require the movement of other vehicles before exiting without a full-time attendant. | N |
| **Bylaw Section** | **Requirement** | **Requested Waiver(s)** | **Details of Proposal Requiring Waiver** | **Waiver Number** |
| **§3.17** | Department of Public Works – Tree Removal Permit Process | Waiver from the Department of Public Works. | Comprehensive Permit, as may be granted by Zoning Board of Appeals shall provide all local permits per M.G.L. c. 40B § 20-23. | O |

**The Danesh Group, Inc.**
1368 Beacon Street #109
Brookline, MA 02446

October 2019

**RE: Proposed Development Parking Narrative**
**500 Harvard Street Brookline, MA**

This narrative is for the proposed 30-unit mixed-use building located at 500 Harvard Street in Brookline, MA. The proposal calls for a total of 7 parking spaces on site.

**Project Description**

The existing building is a restaurant located at the corner of Harvard Street and Kenwood Street in Brookline, MA. The current site has a total of two curb cuts, one on Kenwood Street and one on Harvard Street. The curb cut on Harvard Street is approximately 25' wide while each of the curb cut on Kenwood Street is approximately 22' wide. There are currently only six (6) parking spaces at the existing restaurant.

The proposed building calls for access to the parking on Kenwood Street, using the existing curb cut. The development has 3 studios, 17 one-bedroom units, 7 two bedroom units and 3 three bedrooms.

**Parking Plan**

The proposed building will have a total of seven (7) parking spaces, including one accessible space. The developer has worked with consultants from the company City Lift Systems to design a semi-automated stacker system in the garage. These stackers are quiet (between 30 – 50 dB), fast (wait time is estimated at 30–40 seconds) and easy to use. These parking lift systems Please see the images below:

**Curb Cuts**

The current building has a total of two (2) large curb cuts, one on Harvard Street and one on Kenwood Street. The proposed development gifts the Town one curb cut (on Harvard Street) and maintains one on Kenwood. By gifting this curb cuts, it will improve the streetscape. In addition, pedestrians will not have to dodge cars exiting the parking lot. Finally, the parking lot exits onto Harvard Street where there is a bike lane. The new plan will be a significant improvement.

**Public Transportation**

Due to the close proximity to public transportation, not all residents will request parking spots. The proposed building is steps to the public bus, a couple blocks from a Hubway bike station and less than 1000 feet from a "B" green line MBTA station and a 10-15 minute walk to a MBTA "C" green line station (Coolidge Corner). See below:

**Bicycle Parking**

The proposed building will also have a secure bicycle parking area, over one parking space per residence. From our experience, one bicycle parking space per residence is sufficient in the neighborhood.

**Traffic Study**

The transportation engineer and planner Vanasse & Associates Inc. ("VAI") has studied the parking and traffic proposal. They have concluded that: "sufficient sight distance is available for motorists on Thorndike Street and pedestrians on the sidewalk in the vicinity of the proposed driveway location".

**Conclusion**

The developer has approached this project with a calculated parking strategy, rather than an afterthought. As the developer has previously built a 64-unit and another 17-unit rental building nearby they have experience in this field. With all things considered, the parking plan for the proposed development is sufficient.

Vanasse & Associates, Inc.
Transportation Engineers & Planners

35 New England Business Center Drive
Suite 140
Andover, MA 01810
Office 978-474-8800
Fax 978-688-6508

Ref: 8393

September 5, 2019

Mr. Daniel Danesh
Danesh, LLC
500 Harvard Street
Brookline, MA 02446

Re: Sight Distance Evaluation,
500 Harvard Street, Brookline, MA

Dear Danny:

Vanasse & Associates, Inc. (VAI) has prepared this memorandum regarding sight distances associated with the driveway for a proposed residential development located at 500 Harvard Street (the "Project") in Brookline, Massachusetts. This report identifies existing conditions along Kenwood Street and sight distances available for motorists approaching the driveway on Kenwood Street, motorists exiting the driveway, and for pedestrians in the vicinity of the proposed driveway location.

It is important to note that the site is an existing active business with multiple vehicles entering and exiting throughout the day using two driveways. Continued use of the Kenwood Street driveway in its present location should not be a detriment to vehicle travel on Kenwood Street, and the limits on the site parking supply may result in fewer vehicle trips with the Project than exist with the current use. In addition, the removal of the Harvard Street driveway improves safety for pedestrians walking along the sidewalk on Harvard Street as well as bicyclists on the roadway. Based on an investigation of conditions and the materials received to date, adequate sight distances are available for pedestrians on the Kenwood Street sidewalk and motorists approaching the site driveway on Kenwood Street to be able to see, perceive, and react to motorists exiting from the driveway.

## PROJECT DESCRIPTION

Currently, 500 Harvard Street is occupied by the Shan-A-Punjab Indian restaurant. The site is situated on the northwest corner of the intersection of Harvard Street and Kenwood Street. Approximately six (6) parking spaces are provided on site. The site is served by one driveway to Kenwood Street and one driveway to Harvard Street.

The Project involves the re-development of the site to a residential development providing 30 apartment units. A total of 6 parking spaces will be provided on the ground floor below the residential units, with one handicap space and five standard spaces in car stackers. One driveway will be provided to Kenwood Street in the location of the current driveway. This will provide direct access into the garage on the first floor. The existing 25-foot wide driveway to Harvard Street will be closed.

## AREA ROADWAYS

### Kenwood Street

Kenwood Street, in the vicinity of the site, is a roadway under local jurisdiction that generally travels in a southwest orientation away from Harvard Street. Kenwood Street is a 23-foot wide single-lane roadway with one-way travel from Harvard Street to Columbia Street. Concrete sidewalks of approximately 5-foot width are provided along both sides of Kenwood Street. Illumination is provided by way of street lights mounted on wooden utility poles. Parking is permitted along the north side of the street. Land use along Kenwood Street consists of residential properties.

### Harvard Street

Harvard Street, in the vicinity of the site, is a roadway under local jurisdiction that generally travels in a northwest/southeast orientation. Harvard Street consists of two 12-foot wide general purpose travel lanes separated by a double yellow centerline, with 5 to 5.5-foot wide bike lanes, 7.5 to 8-foot wide parking lanes, and 6 to 9-foot wide sidewalks along both sides of the roadway. Illumination is provided by way of street lights mounted on metal poles. Land use in this area of Harvard Street is a mix of residential and commercial properties.

## SIGHT DISTANCE ANALYSIS

To identify potential safety concerns associated with site access and egress, sight distance measurements were conducted on Kenwood Street at the proposed site driveway location. With the proximity of the proposed driveway location to Harvard Street, it was assumed that speeds would be low due to vehicles executing turns into the street from a standing start. Based on the intersection corner radii, it was assumed vehicle speeds would typically be between 5 and 15 miles per hour (mph), therefore averaging 10 mph at the point of vehicle entry into Kenwood Street.

Accordingly, sight distances were measured at the site driveway, based on the standard industry design policy reference[1]. The main criterion is Stopping Sight Distance (SSD), which is the minimum distance required for a driver approaching at a given speed and at a height of 3.5 feet to perceive and react to a stationary object 2 feet tall in its path. The values are based on a perception and reaction time of 2.5 seconds and braking distance required under wet, level pavements. This represents the ability of a driver on the major street to react to a vehicle entering the street from a driveway. The SSD measurements are vehicle-vehicle interactions.

In addition to SSD measurements, the sight distance between potential pedestrians and motorists exiting the site driveway was also measured. This required placing objects representing a pedestrian at a height of 3.5 feet on the sidewalk and a vehicle at a height of 3.5 feet at the back of the sidewalk at the proposed driveway location.

The results of the analysis are provided in Table 1. This lists sight distances using the values from the AASHTO design reference for the assumed cornering speeds, along with sight distances measured in the field. Vehicle speeds are involved in the SSD values but not in the pedestrian sight distance values.

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[1] *A Policy on Geometric Design of Highways and Streets;* American Association of State Highway and Transportation Officials (AASHTO); Washington D.C., 2018.

**Table 1**
**SIGHT DISTANCE SUMMARY[a]**

| Location/Sight Distance/Direction | Required Distance – Assumed Cornering Speed[b] | Measured Distance |
|---|---|---|
| ***Kenwood Street at Site Driveway*** | | |
| *Stopping Sight Distance:* | | |
| Looking southwest towards the driveway | 46 | 69 |
| *Pedestrian Sight Distance* | | |
| Looking southwest from the driveway | -- | 294 |
| Looking northeast from the driveway | -- | 69 |

[a]Based on procedures identified in AASHTO design guide for SSD. All measurements in feet.
[b]Based on 10 mph due to corner radii at Harvard Street/Kenwood Street intersection.

Due to the proximity of Harvard Street to the site driveway, approaching sight distance is limited to the distance between the driveway and Harvard Street. In this case, this distance was measured at approximately 69 feet to the edge of traveled way for Harvard Street. Vehicles turning from Harvard Street would be able to see vehicles existing the driveway from the intersection and would also have additional distances of between 15 feet and 25 feet depending on their travel directions and if they were turning right or left into the street.

As shown In Table 1, adequate SSD exists on Kenwood Street at the site driveway with respect to the southwest-bound direction. Sufficient sight distance to see pedestrians exists for drivers looking both directions from the driveway. This also indicates that pedestrians will be able to see vehicles exiting the site garage at the back of the sidewalk for a minimum distance of 69 feet, which provides sufficient time for them to react to the vehicles. Motorists on Kenwood Street are also familiar with traffic entering and exiting the existing driveway, as the site is currently an active food business with delivery vehicles accessing the driveway throughout the day. Based on the limited parking supply proposed, fewer vehicles may use the driveway under the proposed condition than under the current use.

Based on these data, VAI concludes that sufficient sight distance is available for motorists on Kenwood Street and pedestrians on the sidewalk in the vicinity of the proposed driveway location. In addition, closure of the existing 25-foot wide Harvard Street driveway will improve safety for pedestrians walking along the sidewalk on Harvard Street as well as bicyclists traveling on the roadway. Please feel free to contact me directly, if there should be any further clarification needed.

Sincerely,

VANASSE & ASSOCIATES, INC.

Scott W. Thornton, P.E.
Senior Associate

cc: File

**PROJECT SITE NARRATIVE** September 2019

500 Harvard Street, Brookline MA

## Existing Site Description

The subject property is a single parcel containing 6,969 square feet of land located at 500 Harvard Street and is listed as Town of Brookline parcel 072-01-00. The lot is located on the corner of Harvard Street and Kenwood Street, with a frontage of 90 feet on Harvard Street. The parcel is zoning classification L-1.0 "Local Business District."

The site is currently developed with 2,325 square feet building with associated parking, drive aisle, walkways, and a wood shed. The building is currently occupied by a restaurant, Shan-A-Punjab. The topography of the site ranges from an elevation of 60'± at the sidewalk on Harvard Street to 60'± at the back of the site. The site is accessed by a curb cut located on Harvard Street and Kenwood Street. All underground utilities enter the site from Harvard Street.

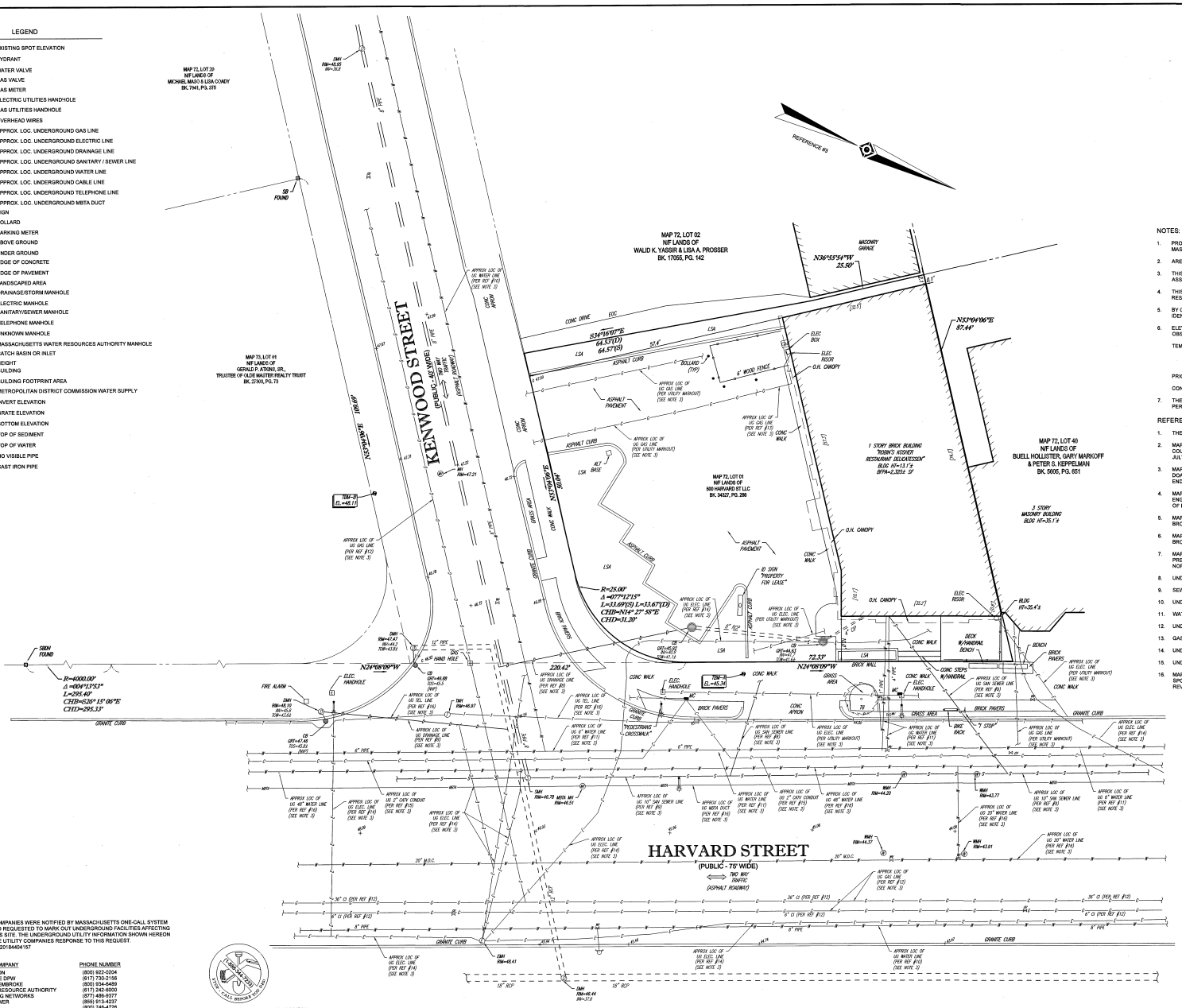
The property is bordered to the northeast by multifamily residential properties. Directly across Harvard Street is a TJ Maxx and a large parking lot. The site is bordered to the south by a Chabad House. To the west is a multifamily building.

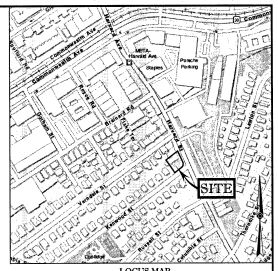
## Existing Site Constraints

The property does not contain any areas of critical concern or priority resources. There are no areas of estimated/priority habitat of rare species, wildlife or vernal pools, according to the Massachusetts Natural Heritage Atlas, 13th edition effective date October 1, 2008. The FEMA Flood Insurance Rate Map for Norfolk County, Massachusetts, Map No. 25025C0057G effective date 9/25/09 indicates the site is located within Zone X – "area determined to be outside the 0.2% annual chance floodplain." The site has no easements of record, jurisdictional wetlands or any other identified national resources areas. The site topography is relatively flat. Subsurface investigations have not been completed at this time. The applicant will seek zoning relief for the proposed development.

## LEGEND

| | |
|---|---|
| × 123.45 | EXISTING SPOT ELEVATION |
| | HYDRANT |
| WV | WATER VALVE |
| GV | GAS VALVE |
| GM | GAS METER |
| E | ELECTRIC UTILITIES HANDHOLE |
| G | GAS UTILITIES HANDHOLE |
| OH | OVERHEAD WIRES |
| G | APPROX. LOC. UNDERGROUND GAS LINE |
| E | APPROX. LOC. UNDERGROUND ELECTRIC LINE |
| D | APPROX. LOC. UNDERGROUND DRAINAGE LINE |
| S | APPROX. LOC. UNDERGROUND SANITARY / SEWER LINE |
| W | APPROX. LOC. UNDERGROUND WATER LINE |
| C | APPROX. LOC. UNDERGROUND CABLE LINE |
| T | APPROX. LOC. UNDERGROUND TELEPHONE LINE |
| MBTA | APPROX. LOC. UNDERGROUND MBTA DUCT |
| | SIGN |
| • | BOLLARD |
| PM | PARKING METER |
| AG | ABOVE GROUND |
| UG | UNDER GROUND |
| EOC | EDGE OF CONCRETE |
| EOP | EDGE OF PAVEMENT |
| LSA | LANDSCAPED AREA |
| DMH | DRAINAGE/STORM MANHOLE |
| EMH | ELECTRIC MANHOLE |
| SMH | SANITARY/SEWER MANHOLE |
| TMH | TELEPHONE MANHOLE |
| MH | UNKNOWN MANHOLE |
| WMH | MASSACHUSETTS WATER RESOURCES AUTHORITY MANHOLE |
| CB | CATCH BASIN OR INLET |
| HT | HEIGHT |
| BLDG | BUILDING |
| BFPA | BUILDING FOOTPRINT AREA |
| M.D.C. | METROPOLITAN DISTRICT COMMISSION WATER SUPPLY |
| INV | INVERT ELEVATION |
| GRT | GRATE ELEVATION |
| BOT | BOTTOM ELEVATION |
| TOS | TOP OF SEDIMENT |
| TOW | TOP OF WATER |
| NVP | NO VISIBLE PIPE |
| CI | CAST IRON PIPE |




LOCUS MAP
©2013 ESRI WORLD STREET MAPS
NOT TO SCALE

## NOTES:

1. PROPERTY KNOWN AS LOT 01 AS SHOWN ON THE CITY OF BROOKLINE, NORFOLK COUNTY, COMMONWEALTH OF MASSACHUSETTS; MAP NO. 72.
2. AREA = 6,969 SQUARE FEET OR 0.160 ACRES.
3. THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN.
5. BY GRAPHIC PLOTTING ONLY PROPERTY IS LOCATED IN AN AREA WHERE NO SPECIAL HAZARD AREAS ARE IDENTIFIED, PER REF. #2.
6. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON GPS OBSERVATIONS UTILIZING THE KEYSTONE VRS NETWORK (KEYNETGPS).

   TEMPORARY BENCH MARKS SET:
   TBM-A: MAG NAIL SET ON WESTERLY SIDE OF HARVARD STREET. ELEVATION: 45.34.

   TBM-B: MAG NAIL SET ON SOUTHERLY SIDE OF KENWOOD STREET. ELEVATION: 48.11.

   PRIOR TO CONSTRUCTION IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BENCHMARKS ILLUSTRATED ON THIS SKETCH HAVE NOT BEEN DISTURBED AND THEIR ELEVATIONS HAVE BEEN CONFIRMED. ANY CONFLICTS MUST BE REPORTED PRIOR TO CONSTRUCTION.
7. THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITION, ETC.

## REFERENCES:

1. THE TAX ASSESSOR'S MAP OF BROOKLINE, NORFOLK COUNTY, MAP 72.
2. MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP, NORFOLK COUNTY, MASSACHUSETTS (ALL JURISDICTIONS) MAP INDEX," PANEL NUMBER "25021C0032E, MAP REVISED: JULY 16, 2015.
3. MAP ENTITLED "PLAN OF LAND IN BROOKLINE, MASS.," PREPARED BY CHESTER J. WALLACE & RALPH A DOANE, ENGINEERS, DATED JULY 12, 1922, AND RECORDED WITH THE NORFOLK REGISTRY OF DEEDS AT THE END OF BOOK 1423.
4. MAP ENTITLED "SUBDIVISION PLAN OF LAND BROOKLINE, MASS.," PREPARED BY HENRY F. BRYANT & SON, INC. ENGINEERS BROOKLINE, MASS., DATED FEBRUARY 24, 1971, AND RECORDED WITH THE NORFOLK REGISTRY OF DEEDS AS NO. 304 OF 1971.
5. MAP ENTITLED "BROOKLINE ENGINEERING DEPARTMENT KENWOOD ST.," PROVIDED BY THE TOWN OF BROOKLINE.
6. MAP ENTITLED "BROOKLINE ENGINEERING DEPARTMENT HARVARD STREET," PROVIDED BY THE TOWN OF BROOKLINE.
7. MAP ENTITLED "PLAN OF LAND IN BROOKLINE MASS. BELONGING TO THE ESTATE OF DAVID S. COOLIDGE," PREPARED BY FRENCH AND BRYANT, CIVIL ENGINEERS, DATED JANUARY 8, 1898, AND RECORDED WITH THE NORFOLK REGISTRY OF DEEDS IN PLAN BOOK 807, PAGE 548.
8. UNDERGROUND SANITARY SEWER AND DRAINAGE UTILITY MAPPING PROVIDED BY TOWN DPW.
9. SEWER TIE CARD PROVIDED BY THE TOWN DPW.
10. UNDERGROUND WATER LINE UTILITY MAPPING PROVIDED BY THE TOWN DPW.
11. WATER TIE CARD PROVIDED BY THE TOWN DPW.
12. UNDERGROUND UTILITY MAPPING PROVIDED BY NATIONAL GRID.
13. GAS TIE CARD PROVIDED BY THE TOWN.
14. UNDERGROUND UTILITY MAPPING PROVIDED BY EVERSOURCE-ELECTRIC.
15. UNDERGROUND UTILITY MAPPING PROVIDED BY COMCAST-PEMBROKE
16. MAP ENTITLED "MASSACHUSETTS WATER RESOURCES AUTHORITY BOSTON LOW SERVICE SYSTEM - PHASE III SPOT POND WEST (SECTION 9) AND HARVARD STREET LINES." PREPARED BY BLACK AND VEATCH, LAST REVISED OCTOBER 2004, SHEET 33 OF 44.

GRAPHIC SCALE

10' 0 5' 10' 20' 40'

(IN FEET)
1 inch = 10' ft.

UTILITIES:

THE FOLLOWING COMPANIES WERE NOTIFIED BY MASSACHUSETTS ONE-CALL SYSTEM (1-888-344-7233) AND REQUESTED TO MARK OUT UNDERGROUND FACILITIES AFFECTING AND SERVICING THIS SITE. THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON THE UTILITY COMPANIES RESPONSE TO THIS REQUEST.
SERIAL NUMBER(S): 20184004197

| UTILITY COMPANY | PHONE NUMBER |
|---|---|
| VERIZON | (800) 922-0204 |
| BROOKLINE DPW | (617) 730-2156 |
| COMCAST - PEMBROKE | (800) 934-8489 |
| MASSACHUSETTS WATER RESOURCE AUTHORITY | (617) 242-6000 |
| CROWN CASTLE NG NETWORKS | (877) 486-9377 |
| LIGHTOWER | (859) 913-4237 |
| RCN | (800) 746-4726 |
| EVERSOURCE - ELECTRIC | (800) 233-5325 |
| NATIONAL GRID GAS - BOSTON | (800) 233-5325 |

THE COMMONWEALTH OF MASSACHUSETTS REQUIRES NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE COMMONWEALTH.

THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL

COMMONWEALTH OF MASSACHUSETTS
GERRY L. HOLDRIGHT
NO. 49211
REGISTERED PROFESSIONAL LAND SURVEYOR

11-14-18
DATE

GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

| | |
|---|---|
| FIELD DATE | 8-22-18 |
| FIELD BOOK NO. | 18-13 |
| FIELD BOOK PG. | 13-14 |
| FIELD CREW | B.S.B. |
| DRAWN | D.L.M. |

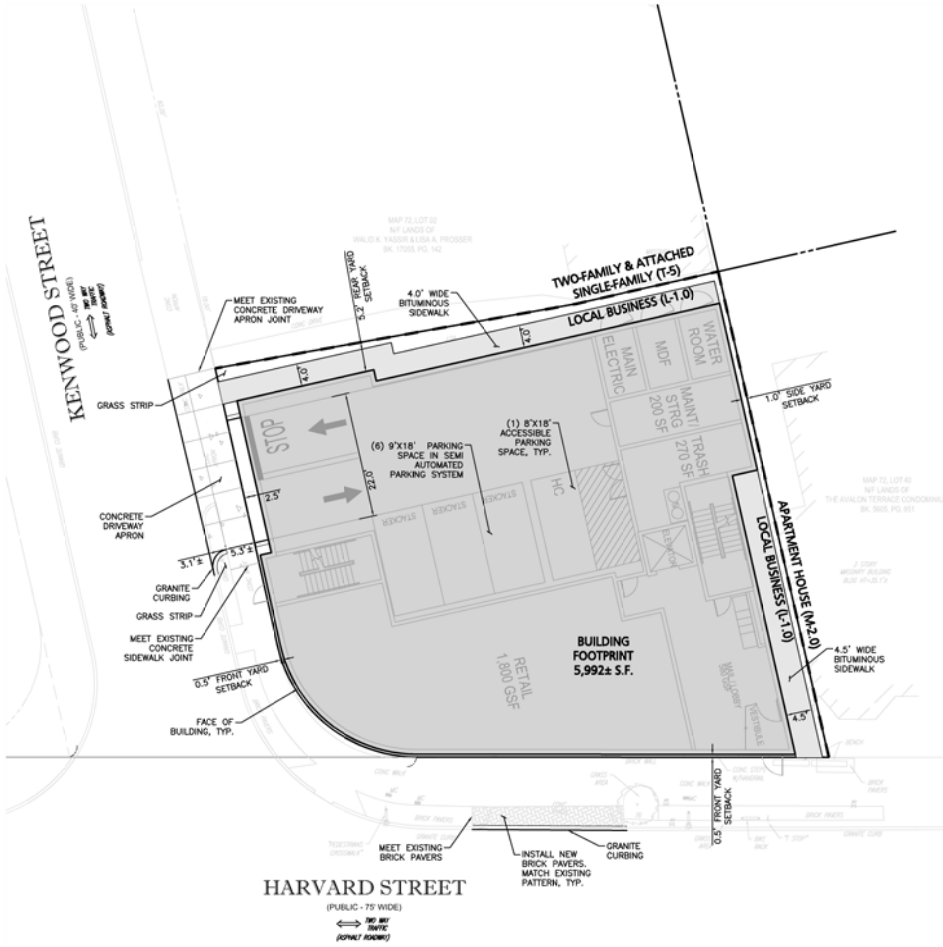
BOUNDARY & UTILITY SURVEY
# MR. DANNY DANESH
500 HARVARD STREET
LOT 1, MAP 72
TOWN OF BROOKLINE, NORFOLK COUNTY
MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
508.948.3000 - 508.948.3003 FAX

ALBANY, NY 5182175910
CHALFONT, PA 2157129930
MANHATTAN, NY 6467850411
MT LAUREL, NJ 6095732099
WARREN, NJ 9086880099

| REVIEWED: | APPROVED: | DATE | SCALE | FILE NO. | DWG. NO. |
|---|---|---|---|---|---|
| J.R.Z. | G.L.H. | 11-14-2018 | 1"=10' | 06-180078 | 1 OF 1 |

CONTROL POINT ASSOCIATES, INC. ALL RIGHTS RESERVED
THIS DRAWING, DESIGN, INFORMATION AND DATA IS THE PROPERTY OF CONTROL POINT ASSOCIATES, INC. AND IS NOT TO BE COPIED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC.




## DIMENSIONAL REQUIREMENTS: LOCAL BUSINESS DISTRICT (L-1.0)

COOLIDGE CORNER DESIGN OVERLAY DISTRICT

| ITEM | REQUIRED/ALLOWED | EXISTING | PROPOSED |
|---|---|---|---|
| LOT AREA (MIN.) | NONE | 6,969 S.F. 0.160± ACRES | 6,969 S.F. 0.160± ACRES |
| LOT WIDTH (MIN.) | NONE | N/A | N/A |
| LOT FRONTAGE (MIN.) | 20' | 50' | 50' |
| LANDSCAPED OPEN SPACE (% OF GROSS FLR) | NONE | 1,537 S.F. (22%) | 977 S.F. (3.5%) 3)4) |
| USABLE OPEN SPACE (% OF GROSS FLR) | 20% 2) | 1,537 S.F. (22%) | 0.0 S.F. (0.0%) 3)5) |
| FRONT YARD BUILDING SETBACK | 10.0' | 10'± | 0.5' |
| SIDE YARD BUILDING SETBACK | 0.0' | 0.0' | 1.0' |
| REAR YARD BUILDING SETBACK | 10.0' + L/10 1) OR 20.0' MIN. | 2.0'± | 5.2'± |
| FLOOR AREA RATIO (MAX.) | 1.0 | 0.59 | 4.3 |
| BUILDING HEIGHT (MAX.) | 40' | N/A | 69'-11" 6) |

1. REAR YARD BUILDING SETBACK = 10 + L/10; WHERE L IS THE ENTIRE LENGTH OF THE BUILDING PARALLEL TO THE REAR PROPERTY LINE.
   L = 86.5'
   REAR YARD SETBACK = 10 + 86.5/10 = 18.65'
   EXCEPTION: WHERE A REAR LOT LINE IN AN L, G, O, OR I DISTRICT ABUTS AN S, SC, T, F, OR M DISTRICT, THE REAR YARD REQUIREMENTS AS SPECIFIED IN TABLE 5.01 SHALL BE APPLIED, EXCEPT THAT NO REAR YARD SHALL BE LESS THAN 20 FEET.
2. DWELLINGS IN BUSINESS & INDUSTRIAL DISTRICTS SHALL CONFORM TO THE MINIMUM USABLE OPEN SPACE AND MINIMUM SIDE AND REAR YARD REQUIREMENTS OF THE "M" DISTRICT WITH THE SAME MAXIMUM PERMITTED FLOOR AREA RATIO AS THE BUSINESS OR INDUSTRIAL DISTRICT IN WHICH THE DWELLING IS LOCATED.
3. GROSS FLOOR AREA = 27,559± SF (EXCLUDES PARKING GARAGE SQUARE FOOTAGE)
4. INCLUDED AREAS: PERVIOUS LANDSCAPE AND SIDEWALKS.
5. INCLUDED AREA: ROOFTOP TERRACE (APPROXIMATE SQUARE FOOTAGE)
6. HEIGHT OF BUILDING TO ROOF. HEIGHT MEASURED FROM TOP OF FIRST FLOOR SLAB.
7. GROSS FLOOR AREA = 29,960 SF (INCLUDES PARKING GARAGE SQUARE FOOTAGE)

## LEGEND:

PROPERTY LINE
SIGN
BUILDING
BUILDING ARCHITECTURE
BUILDING INTERIOR WALLS
CURB
CONCRETE
SIDEWALK
BRICK SIDEWALK
ADA ACCESSIBLE RAMP
ADA DET. WARNING SURFACE
SETBACK LINE
PARKING COUNT

## OFF-STREET PARKING SUMMARY

USE: GENERAL RETAIL; MAX FLOOR AREA RATIO = 1.0
GROUND FLOOR = 1 SPACE PER 200 S.F.
OTHER = 1 SPACE PER 400 S.F.

USE: RESIDENCE; MAX FLOOR AREA RATIO = 1.0
1.4 SPACES PER 1BD DWELLING UNIT
2.0 SPACES PER 2BD & 3BD DWELLING UNITS

PARKING SUMMARY:

| | | |
|---|---|---|
| GROUND FLOOR RETAIL | 1,800 S.F. x 1 SPACE/200 S.F. | =9 |
| 20 STUDIO & 1BD DWELLING UNITS | 20 UNITS x 1.4 SPACES/UNIT | =28 |
| 10 2BD & 3BD DWELLING UNITS | 10 UNITS x 2 SPACES/UNIT | =20 |
| TOTAL OFF-STREET PARKING ZONING REQUIREMENT | | =57 SPACES |

ADA REQUIRED: BETWEEN 1-25 PARKING SPACES IN A PARKING FACILITY; 1 PARKING STALL IS REQUIRED TO BE ACCESSIBLE.

1 OF EVERY 6 ACCESSIBLE PARKING SPACES, OR FRACTION THEREOF, SHALL BE "VAN ACCESSIBLE"

ADA PROVIDED: 1 VAN ACCESSIBLE PARKING SPACE

| STANDARD (9' x 18') | STACKER SPACE (9' x 18') | COMPACT (8.5' x 17') | ACCESSIBLE (8'x18') | TOTAL REQUIRED | TOTAL* PROVIDED |
|---|---|---|---|---|---|
| 0 | 6 | 0 | 1 | 57 | 7 |

DIG SAFE

BEFORE YOU DIG CALL 811 OR 1-888-DIG-SAFE 1-888-344-7233

NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR IT'S REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
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3. ALL RADII TO BE 3' UNLESS NOTED OTHERWISE.

GRAPHIC SCALE
10 0 5 10 20 40
( IN FEET )
1 inch = 10 ft.

N:\PROJECTS\2259-02\CIVIL\DRAWINGS\CURRENT\2259-02 - LAYOUT & MATERIALS.DWG

**ISSUED FOR REVIEW**
OCTOBER 10, 2018

PROFESSIONAL ENGINEER FOR ALLEN & MAJOR ASSOCIATES, INC.

| REV | DATE | DESCRIPTION |
|---|---|---|

APPLICANT\OWNER:
ALLIED CAPITAL PROPERTIES
1368 BEACON STREET, SUITE 109
BROOKLINE, MA 02446

PROJECT:
500 HARVARD STREET
BROOKLINE, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 2259-02 | DATE: | XX-XX-XXXX |
| SCALE: | 1" = 10' | DWG. NAME: | C2259-02 |
| DESIGNED BY: | KEA | CHECKED BY: | TJW |

PREPARED BY:
ALLEN & MAJOR ASSOCIATES, INC.
civil & structural engineering • land surveying
environmental consulting • landscape architecture
www.allenmajor.com
100 COMMERCE WAY, SUITE 5
WOBURN MA 01801
TEL: (781) 933-6889
FAX: (781) 933-2896
WOBURN, MA • LAKEVILLE, MA • MANCHESTER, NH

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DRAWING TITLE: SITE PLAN - GROUND FLOOR

SHEET No. C-100

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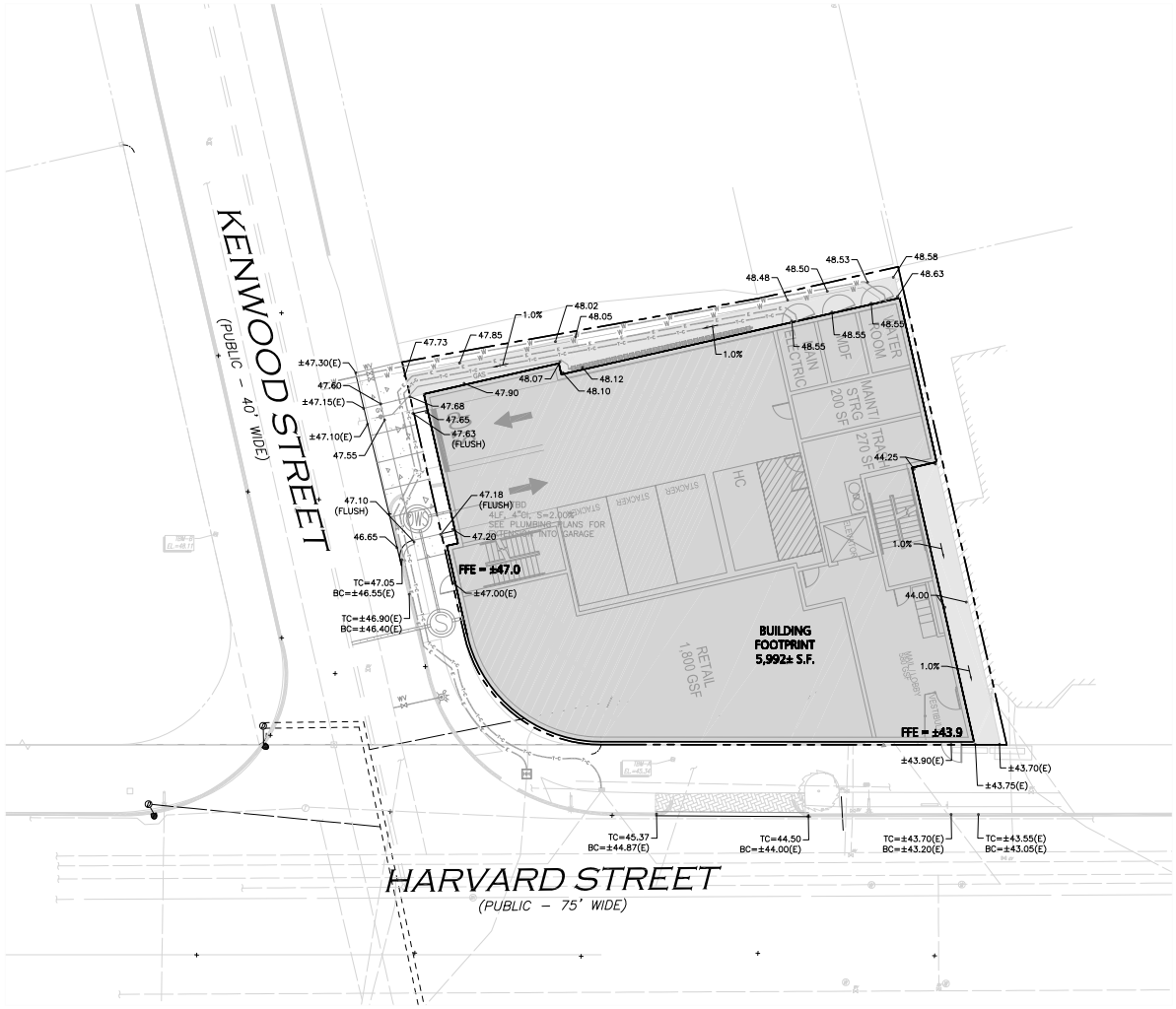


## LEGEND:

| | |
|---|---|
| DRAIN MANHOLE (DMH) | DM |
| DRAIN LINE | |
| SPOT GRADE | 60.0 |
| EXISTING DRAIN LINE | |
| AREA DRAIN | ● |

NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR IT'S REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
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3. PIPE DIMENSIONS ARE MEASURED FROM THE INSIDE FACE OF THE STRUCTURE.
4. CONTRACTOR TO DIG TEST PIT AND VERIFY DRAINAGE PIPE ELEVATION IN HARVARD STREET PRIOR TO PURCHASE OF DRAIN MANHOLE. REPORT FINDINGS BACK TO ENGINEER.

DIG SAFE

BEFORE YOU DIG
CALL 811 OR
1-888-DIG-SAFE
1-888-344-7233

GRAPHIC SCALE

10 0 5 10 20 40

( IN FEET )
1 inch = 10 ft.

N:\PROJECTS\2259-02\CIVIL\DRAWINGS\CURRENT\2259-02 – GRADING & DRAINAGE.DWG

**ISSUED FOR REVIEW**
SEPTEMBER 6, 2019

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

| REV | DATE | DESCRIPTION |
|---|---|---|
| | | |

APPLICANT/OWNER:
ALLIED CAPITAL PROPERTIES
1368 BEACON STREET, SUITE 109
BROOKLINE, MA 02446

PROJECT:
500 HARVARD STREET
BROOKLINE, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 2259-02 | DATE: | 08-13-2019 |
| SCALE: | 1" = 10' | DWG. NAME: | C2259-02 |
| DESIGNED BY: | KEA | CHECKED BY: | TJW |

PREPARED BY:
ALLEN & MAJOR ASSOCIATES, INC.
civil & structural engineering ◆ land surveying
environmental consulting ◆ landscape architecture
www.allenmajor.com
100 COMMERCE WAY, SUITE 5
WOBURN MA 01801
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DRAWING TITLE:
GRADING & DRAINAGE PLAN

SHEET No.
C-102

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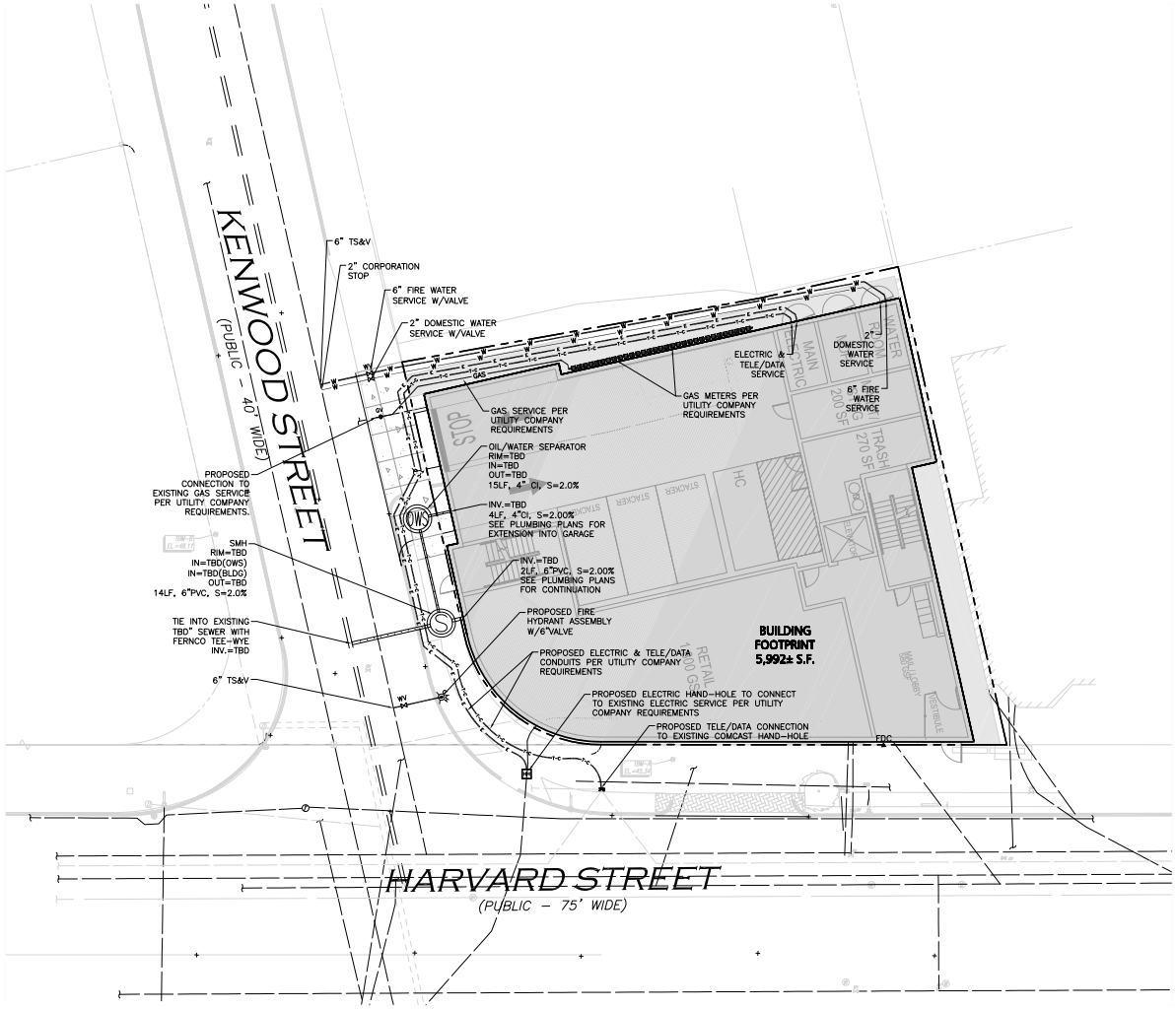


## LEGEND

| | |
|---|---|
| SEWER MANHOLE | S |
| SEWER VENT | V |
| OIL WATER SEPERATOR | OWS |
| SEWER LINE | |
| WATER LINE | W |
| FIRE WATER LINE | W |
| WATER VALVE | WV |
| HYDRANT | |
| WATER LINE REDUCER | |
| FIRE DEPT. CONNECTION | FDC |
| GAS METER | |
| GAS LINE | GAS |
| GAS VALVE | GV |
| ELECTRICAL CONDUIT | E |
| TELE/DATA CONDUIT | T-C |

NOTES:

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3. FIRE AND DOMESTIC WATER SERVICE TO BE CONFIRMED BY MEP ENGINEER.
4. FIRE HYDRANT LOCATION TO BE APPROVED BY FIRE DEPARTMENT.

DIG SAFE

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CALL 811 OR
1-888-DIG-SAFE
1-888-344-7233

GRAPHIC SCALE

10 0 5 10 20 40

( IN FEET )
1 inch = 10 ft.

N:\PROJECTS\2259-02\CIVIL\DRAWINGS\CURRENT\2259-02 – UTILITY.DWG

**ISSUED FOR REVIEW**
SEPTEMBER 6, 2019

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

| REV | DATE | DESCRIPTION |
|---|---|---|

APPLICANT/OWNER:
ALLIED CAPITAL PROPERTIES
1368 BEACON STREET, SUITE 109
BROOKLINE, MA 02446

PROJECT:
500 HARVARD STREET
BROOKLINE, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 2259-02 | DATE: | 08-13-2019 |
| SCALE: | 1" = 10' | DWG. NAME: | C2259-02 |
| DESIGNED BY: | KEA | CHECKED BY: | TJW |

PREPARED BY:
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DRAWING TITLE:
UTILITY PLAN

SHEET No.
C-103

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**500 Harvard Street – Brookline, MA**

**Architectural Project Narrative**
**17 October 2018**

The current retail building located at 500 Harvard Street is a single story structure with an approximate 10' interior ceiling height. The exterior facade is red brick with standard storefront window openings, glass and solid doors, and a projecting stucco cornice along the edge of a flat roof – all defining its utilitarian, commercial appearance. Overall, the exterior is largely unadorned with the exception of retail signage and an enclosed bulletin board. Due to a low roof height, mechanical equipment mounted atop the structure is visible form Kenwood Street and the adjacent residential properties. Approximately half of the parcel is paved with a surface parking lot located on the southern half of the site and a small outdoor patio facing Harvard Street.

The proposed mixed-use building at 500 Harvard Street consists of 30 residential rental units in five wood-framed floors above one level of non-combustible podium construction. The technical name for this approach is "Type III" construction and the project will be protected throughout by a fully-compliant NFPA-13 fire suppression system. The exterior façade maintains a 5'-0" setback on the northern and western property lines and 0'-6" from the southern and eastern property lines. Unprotected openings will be designed to comply with all requirements for fire separation distance ratings and percentages, and the building design will accommodate the Northern neighbor's windows that occur on the property line. The height of the building is approximately 69'-10" as measured from the first floor slab to the top of roof structure.

In order to create a dialogue with the existing architectural context in Brookline, the exterior façade employs traditional materials accented with subtle, streamlined details to create a modern expression that is not foreign to its surroundings. Two complimentary architectural expressions allow the built form to connect the distinct urban and residential neighborhoods to the east and west, respectively. In response to the more urban condition along Harvard Street, the massing is broken up into two floors of a dark panel over four floors of red brick. This focuses one's attention to the scale and fortitude of the 4-story brick base, creating a structural rhythm that relates to the traditional brick buildings throughout Brookline's commercial corridor. A combination of punched windows and infill panels within this brick base generate a rhythm and texture that responds to the pedestrian focused environment along Harvard Street. As the building turns the corner on Kenwood Street, the masonry steps down and changes in color to transition to the adjacent residential neighborhood scale. The side and rear of the building employ materials that are more residential in nature with a mix of fiber cement lap siding and panel.

Parking is provided within the building footprint at the ground floor, with access through a roll-up overhead door off of Kenwood Street. There is an active storefront along Harvard Street and Kenwood Street which features a retail bay and the residential entry lobby. The podium slab height is raised to accommodate higher ceilings within the retail bay and to account for the clearance requirements dictated by mechanical parking systems. The project provides 6 total parking spaces, including 5 spaces that are stacked vertically in a mechanically ventilated garage.

To account for driver sight lines when exiting the parking garage, the roll-up overhead door is recessed over 10' from the street curb. Utility rooms, such as electrical, tel/data, water/fire, and trash are located along the perimeter of the garage facing the western and northern property lines. The main electrical transformer is anticipated to be outside of the garage at the southwest corner of the site.

At the upper floors, a central corridor provides access to units and connects the stair, elevator, and utility cores extending vertically through the building. Floors two through four are identical to each other, while the fifth and sixth floors vary slightly from the floors below. Floors five and six feature slightly different units as well as a custodial closet on Floor 5 and an elevator control room on Floor 6. Typical studio, one-, two-, and three-bedroom units are designed with open kitchen/living areas, comfortable bedrooms that feature large closets, and sizeable windows to provide abundant natural light. In addition to high-quality finishes and individual environmental controls, each unit will contain modern energy-efficient appliances, in-unit laundry, and low-energy lighting fixtures. Each unit is served by an individual residential-style condenser, all of which are clustered in the center of the roof above the residential corridor.

# 500 Harvard Street

Brookline, MA

NTS

## Conceptual Harvard Street Rendering

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PROJECT SUMMARY

500 Harvard Street, Brookline, MA

| | | | | NUMBER OF UNITS | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| UNIT TYPE | DESCRIPTION | BEDS/UNIT | UNIT NRSF | 2ND | 3RD | 4TH | 5TH | 6TH | TOTAL UNITS | TOTAL NRSF | UNIT MIX |
| S1 | STUDIO/ 1 BATH | 1 | 480 | 1 | 1 | 1 | 0 | 0 | 3 | 1,440 | 10.0% |
| | | *Unit Type Average* | 480 | | | | | | 3 | 1,440 | 10.0% |
| A1 | 1 BED/1 BATH | 1 | 688 | 1 | 1 | 1 | 1 | 1 | 5 | 3,440 | 16.7% |
| A2 | 1 BED/1 BATH | 1 | 698 | 1 | 1 | 1 | 1 | 1 | 5 | 3,490 | 16.7% |
| A3 | 1 BED/1 BATH | 1 | 700 | 1 | 1 | 1 | 1 | 1 | 5 | 3,500 | 16.7% |
| A4 | 1 BED/1 BATH W/ BALCONY | 1 | 837 | 0 | 0 | 0 | 1 | 1 | 2 | 1,674 | 6.7% |
| | | *Unit Type Average* | 712 | | | | | | 17 | 12,104 | 56.7% |
| B1 | 2 BED/2 BATH | 2 | 1,002 | 0 | 0 | 0 | 1 | 1 | 2 | 2,004 | 6.7% |
| B2 | 2 BED/2 BATH INLINE | 2 | 1,032 | 1 | 1 | 1 | 1 | 1 | 5 | 5,160 | 16.7% |
| | | *Unit Type Average* | 1,023 | | | | | | 7 | 7,164 | 23.3% |
| C1 | 3 BED/2 BATH | 2 | 1,380 | 1 | 1 | 1 | 0 | 0 | 3 | 4,140 | 10.0% |
| | | *Unit Type Average* | 1,380 | | | | | | 3 | 4,140 | 10.0% |
| TOTALS | | Average NRSF | 828 | 6 | 6 | 6 | 6 | 6 | 30 | 24,848 | 100.0% |

| PARKING | |
|---|---|
| 5 | STANDARD STACKER SPACES |
| 1 | HANDICAP VAN SPACE |
| 6 | TOTAL SPACES |
| 20% | SPACES/UNIT |

| SUMMARY | GSF |
|---|---|
| 2ND FLOOR | 6,009 |
| 3RD FLOOR | 6,009 |
| 4TH FLOOR | 6,009 |
| 5TH FLOOR | 5,945 |
| 6TH FLOOR | 5,945 |
| RESIDENTIAL GSF | **29,917** |
| EFFICIENCY | **83.1%** |
| 1ST FLOOR GSF | 5,904 |
| TOTAL BUILDING GSF | **35,821** |



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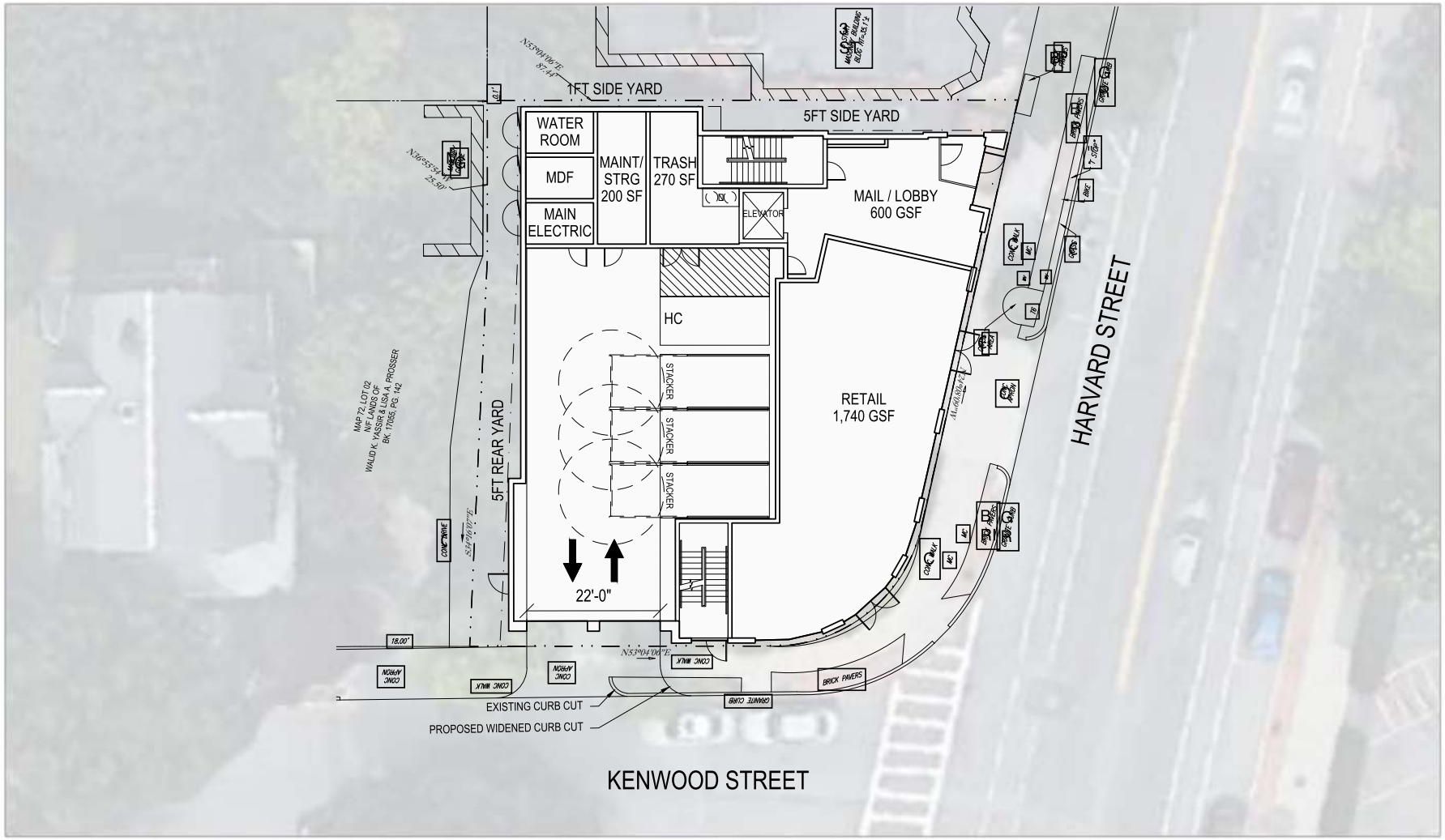
# 500 Harvard Street

Brookline, MA




## Ground Floor Plan

0' 5' 10' 20'

N

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# 500 Harvard Street

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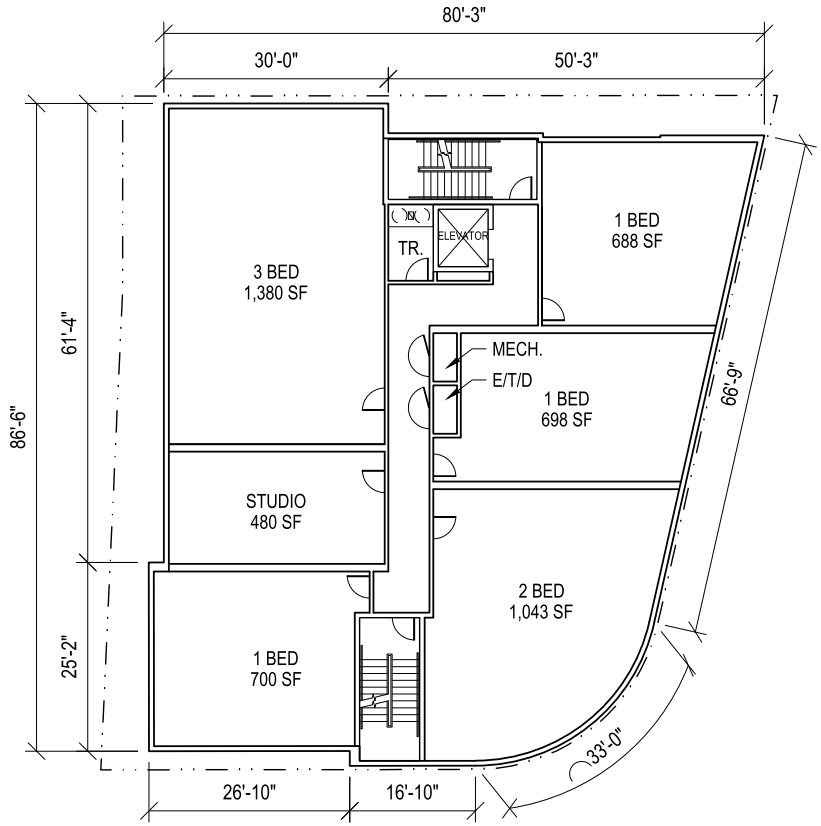
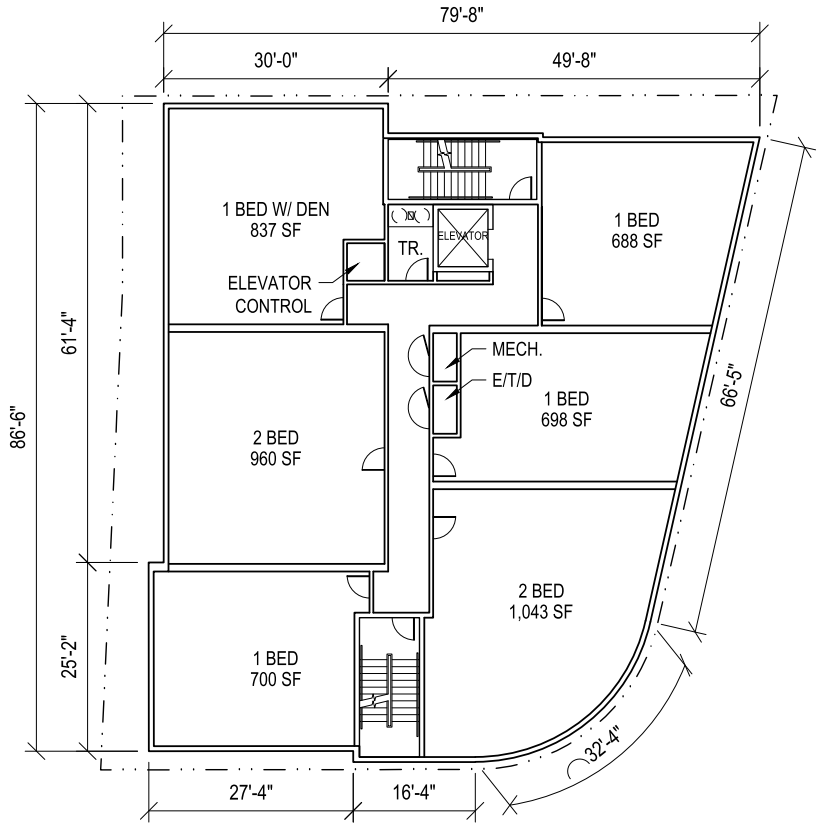



Levels 2 - 4




Levels 5 - 6

## Typical Upper Floor Plans

0' 5' 10' 20'

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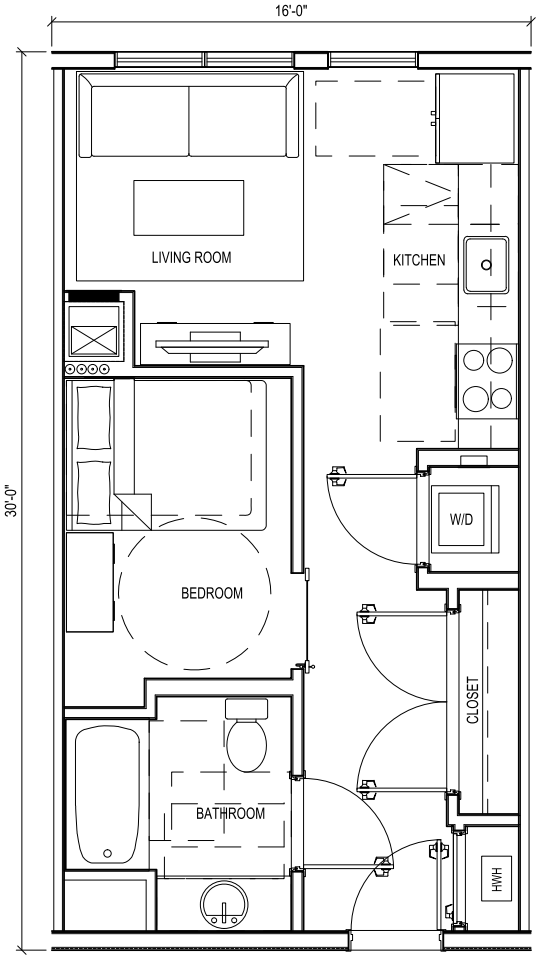
# 500 Harvard Street

Brookline, MA




0' 1' 2' 3' 4' 5'

## Typical Studio Unit Plan

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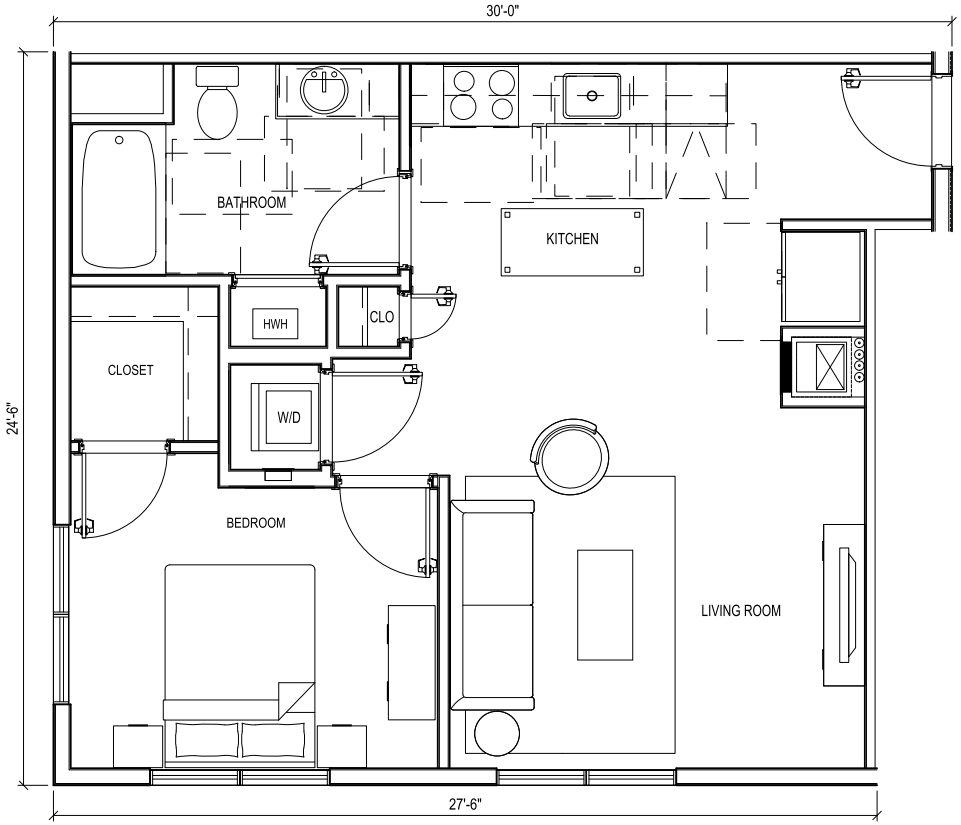
# 500 Harvard Street

Brookline, MA




0' 1' 2' 3' 4' 5'

## Typical 1-Bed Unit Plan

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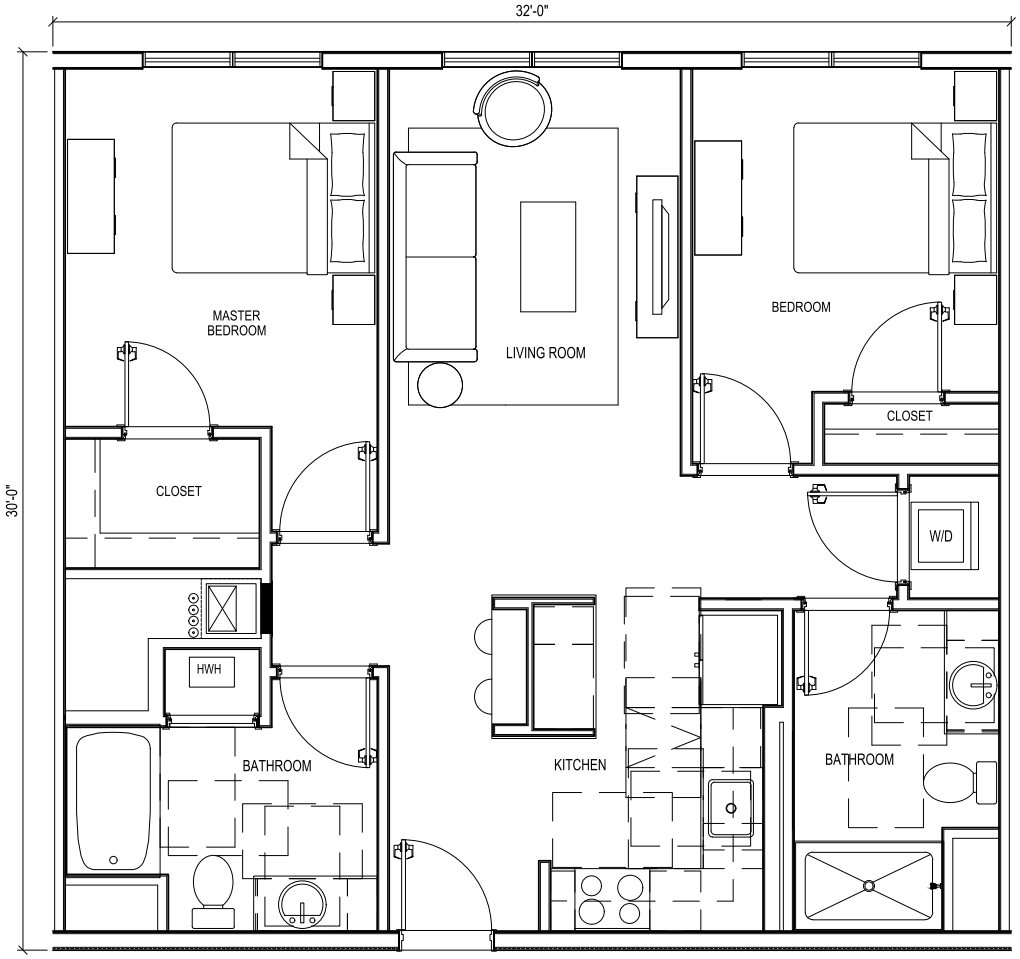


## Typical 2-Bed Unit Plan

0' 1' 2' 3' 4' 5'

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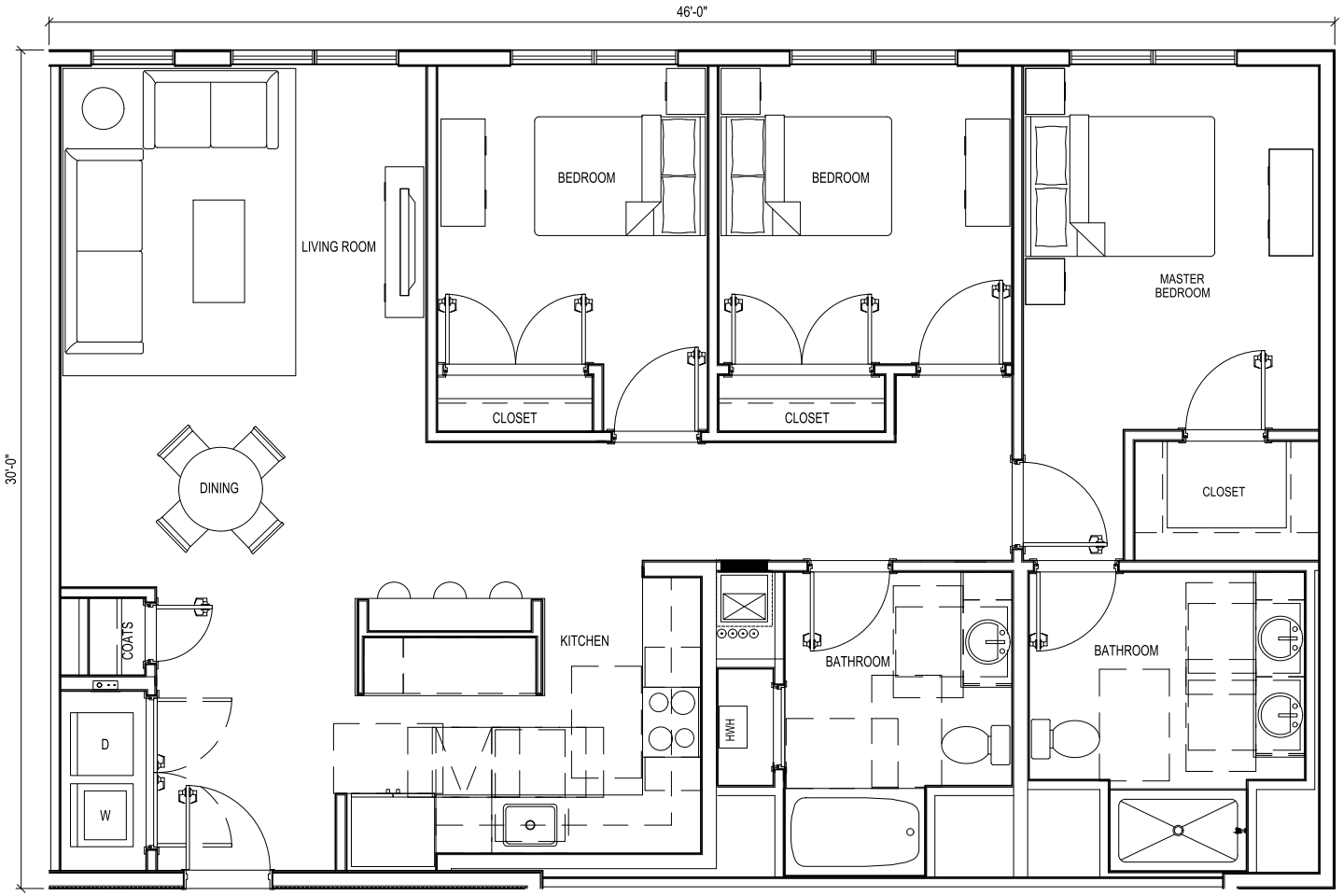


0' 1' 2' 3' 4' 5'

## Typical 3-Bed Unit Plan

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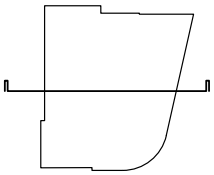
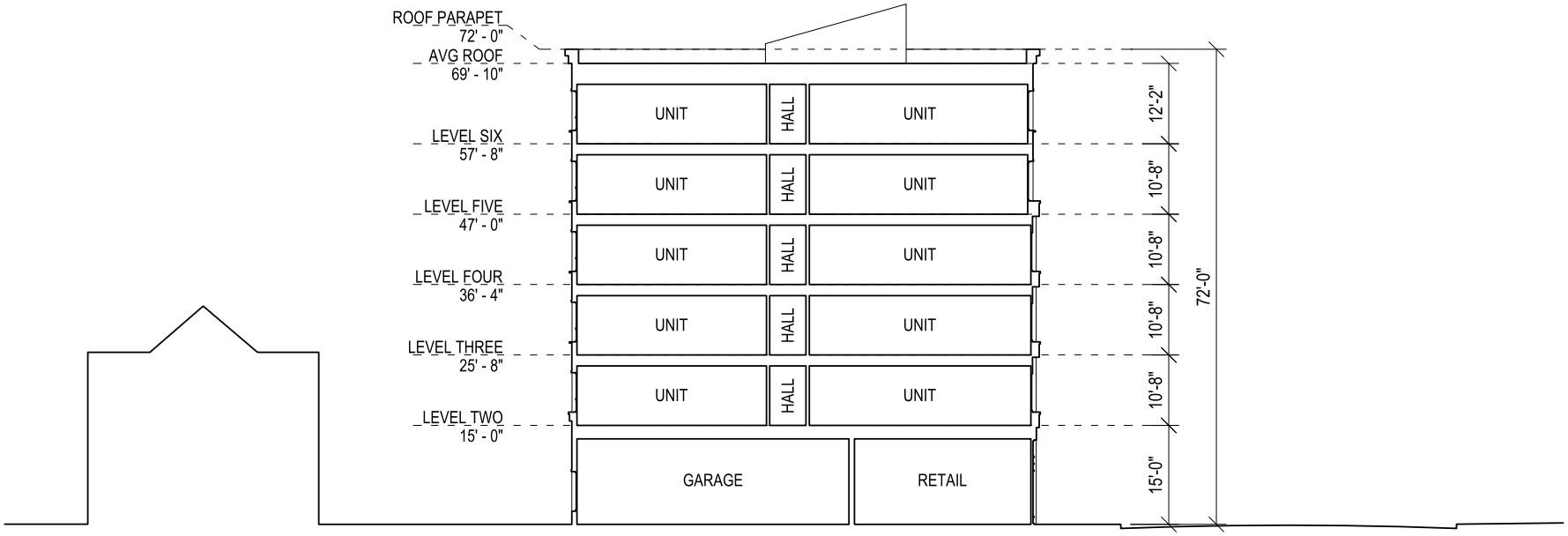


KEY PLAN




## Conceptual Building Section

0' 5' 10' 20'

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# 500 Harvard Street

Brookline, MA

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## East Elevation

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## South Elevation

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## West Elevation

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## North Elevation

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## Conceptual Aerial

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Conceptual Rendering

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## Conceptual Rendering

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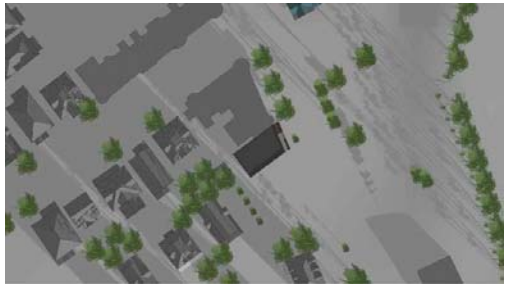
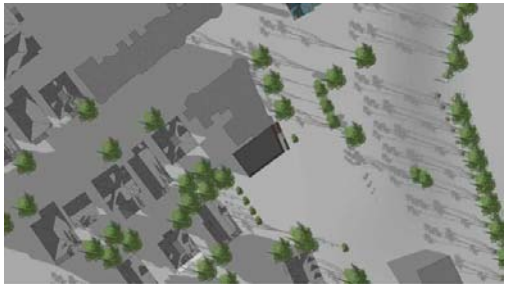
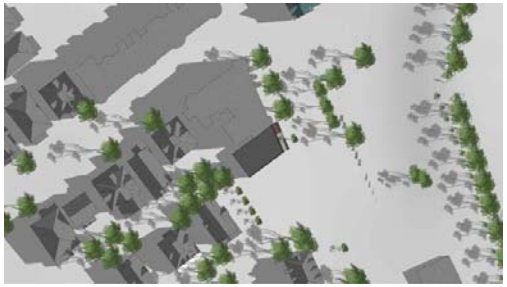


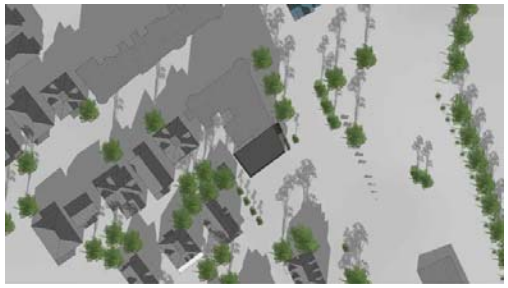
8am Winter Solstice



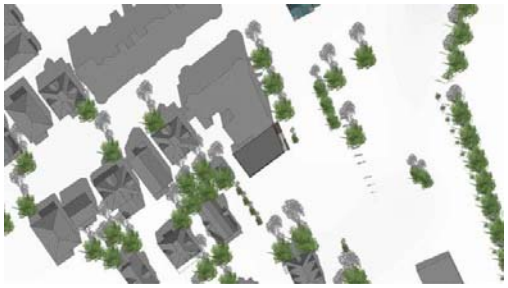
8am Spring/Autum Equinox



8am Summer Solstice



12pm Winter Solstice

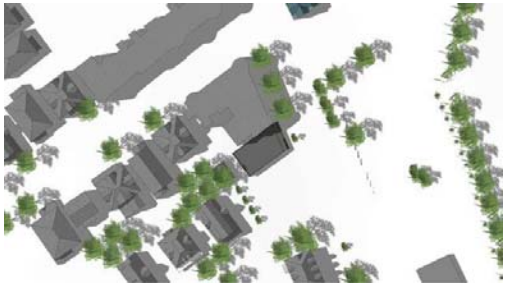


12pm Spring/Autum Equinox

12pm Summer Solstice

4pm Winter Solstice

4pm Spring/Autum Equinox



4pm Summer Solstice

NTS

N

## Existing Shadow Study

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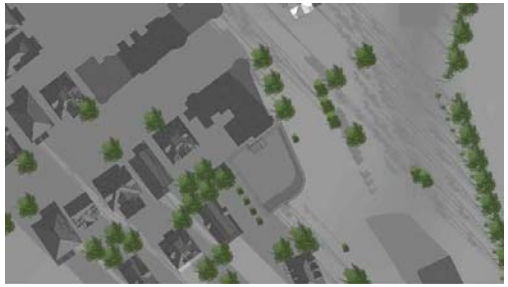
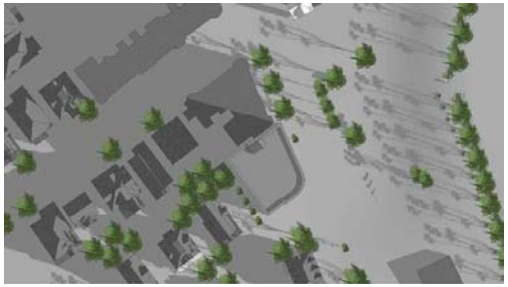
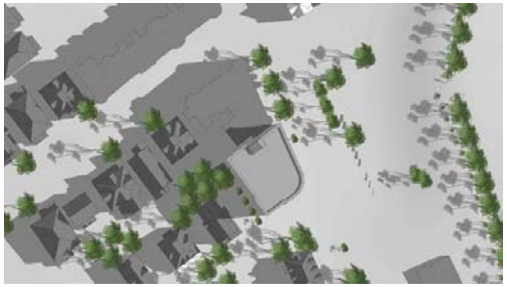


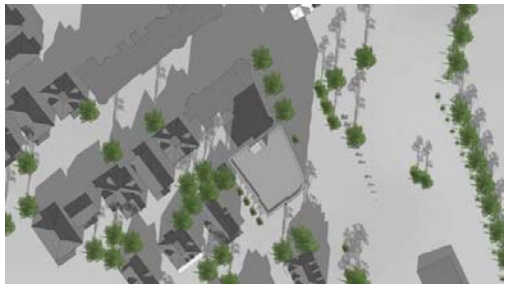
8am Winter Solstice



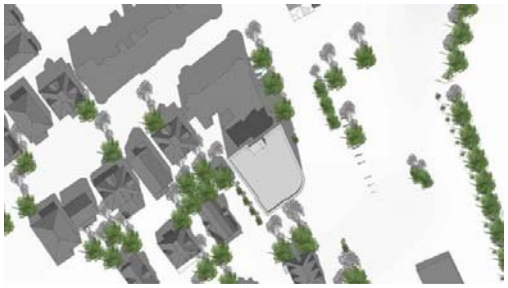
8am Spring/Autum Equinox



8am Summer Solstice



12pm Winter Solstice



12pm Spring/Autum Equinox

12pm Summer Solstice

4pm Winter Solstice

4pm Spring/Autum Equinox

4pm Summer Solstice

NTS

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## Proposed Shadow Study

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