

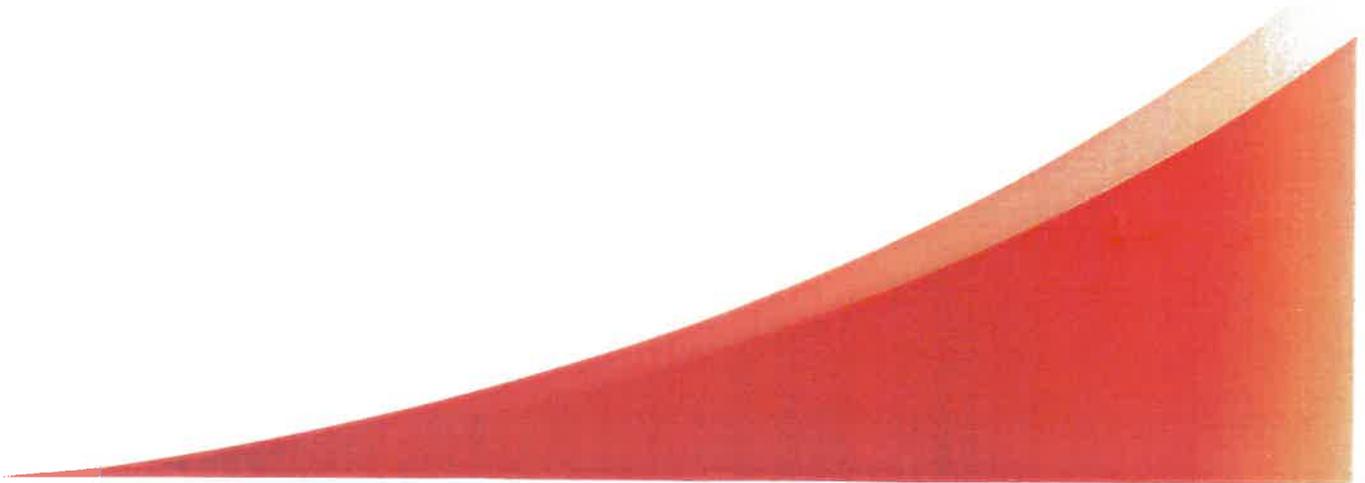


HIGHLANDS VILLAGE

**BRAINTREE, MASSACHUSETTS
40B APPLICATION – MASSHOUSING**

Comprehensive Permit Site Approval Application/Rental****

www.masshousing.com | www.masshousingrental.com



Comprehensive Permit Site Approval Application/Rental

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

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

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

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

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

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

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

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

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

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

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

Our Commitment to You

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

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

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

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

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

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



HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

Section 1: GENERAL INFORMATION

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

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

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

Name of Proposed Project: Highlands Village

Municipality: Braintree, MA

Address of Site: 357 Grove Street

Cross Street (if applicable): Liberty Street

Zip Code: 2184

Tax Parcel I.D. Number(s) (Map/Block/Lot): 1109 / 0 / 6

Name of Proposed Development Entity (typically a single purpose entity): Liberty Grove LLC

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

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

Has this entity already been formed? Yes No

Name of Applicant (typically the Proposed Development Entity or its controlling entity or individual): Liberty Grove LLC

Applicant's Web Address, if any: _____

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

Primary Contact Information (required)

Name of Individual: Mark O'Hagan

Relationship to Applicant: Development Consultant

Name of Company (if any): MCO Housing Services, LLC

Street Address: PO Box 372

City/Town/Zip: Harvard, MA 01451

Telephone (office and cell) and Email: Cell - 508-395-1211; Office - 978-456-8388; markohagan@mcoassociates.com

Secondary Contact Information (required)

Name of Individual: George Clements

Relationship to Applicant: Principal

Name of Company (if any): Clements Investments LLC

Street Address: 63 Monatiquot Avenue

City/Town/Zip: Braintree, MA 02184

Telephone (office and cell) and Email: Cell - 781-974-0844; George@sascomanagementgroup.com

Additional Contact Information (optional)

Name of Individual: _____

Relationship to Applicant: _____

Name of Company (if any): _____

Street Address: _____

City/Town/Zip: _____

Telephone (office and cell) and Email: _____

Anticipated Construction Financing: MassHousing _____ NEF Bank

If NEF Bank, Name of Bank: South Shore Bank

Anticipated Permanent Financing: MassHousing _____ NEF Bank

If NEF Bank, Name of Bank: South Shore Bank

Total Number of Units 96 # Affordable Units 24 # Market Rate Units 72

Age Restricted? Yes/No NO If Yes, 55+ or 62+? _____

Brief Project Description (150 words or less):

Rental building located close to Braintree MBTA station with direct access to South Station. Building to consist of a mix of Studio, 1, 2 & 3 bedroom apartments with 25% affordability. The building will feature 4 stories with surface parking and limited amenities for residents.

Required Attachments Relating to Section 1

1.1 Location Map

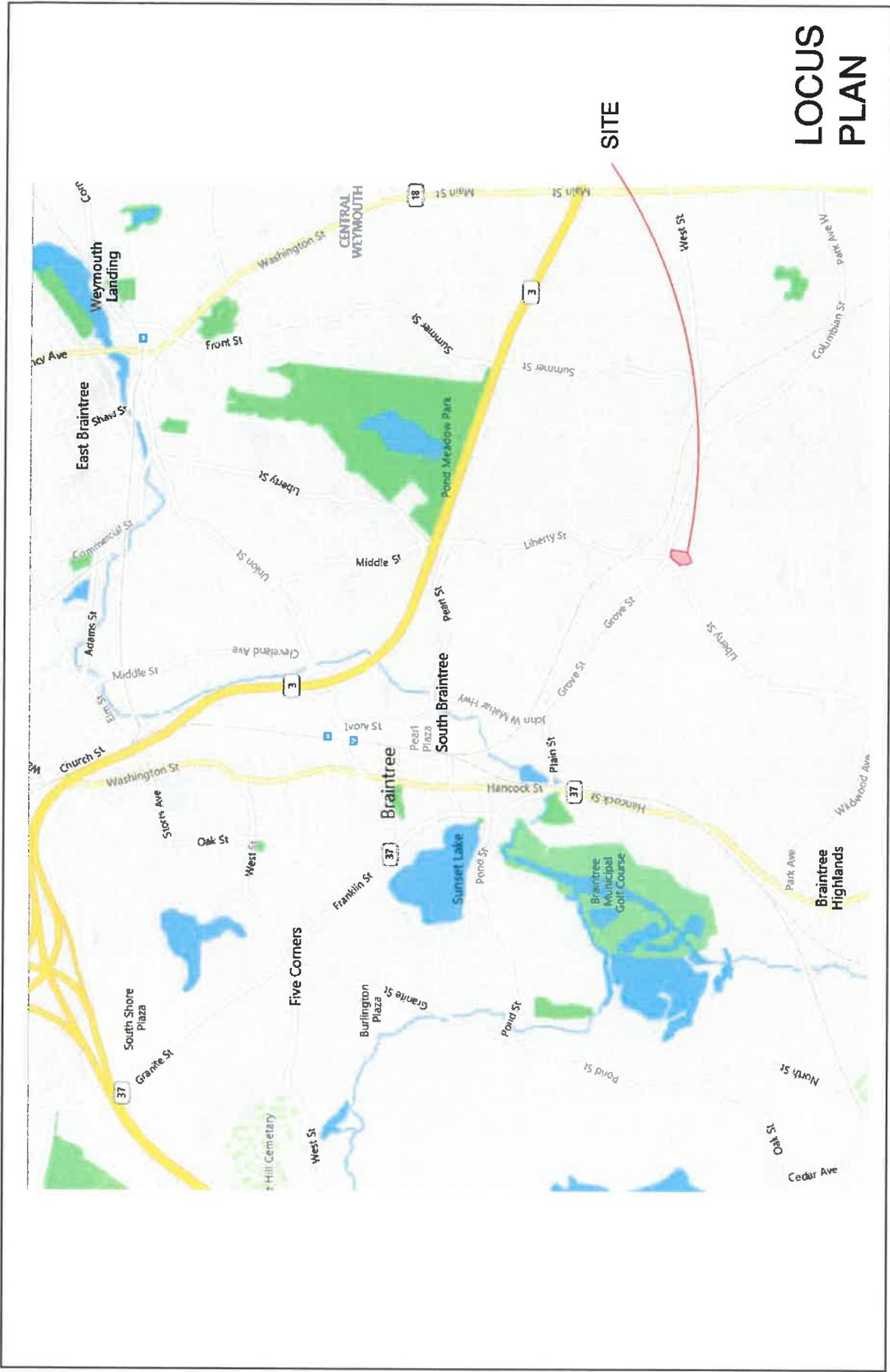
Provide a USGS or other form of map clearly marked to show the site's location, and an approximate property boundary.

1.2 Tax Map

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

1.3 Directions

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



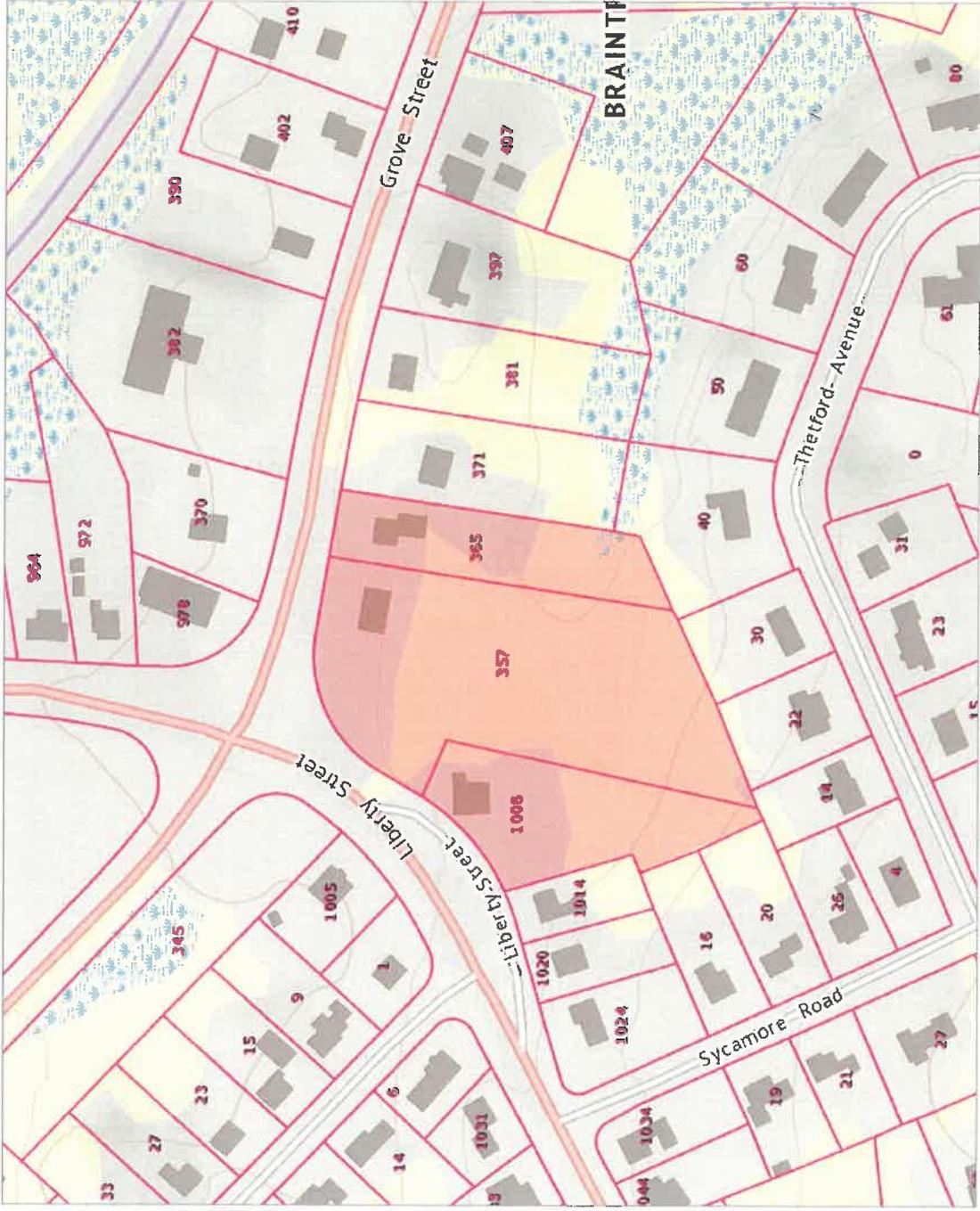
LOCUS PLAN



SEPT. 16, 2019

357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAintree - MA

A 2



357 GROVE STREET
2.06 AC +/-

365 GROVE STREET
0.549 AC +/-

1006 LIBERTY STREET
0.759 AC +/-

TOTAL LOT AREA
3.37 AC +/-

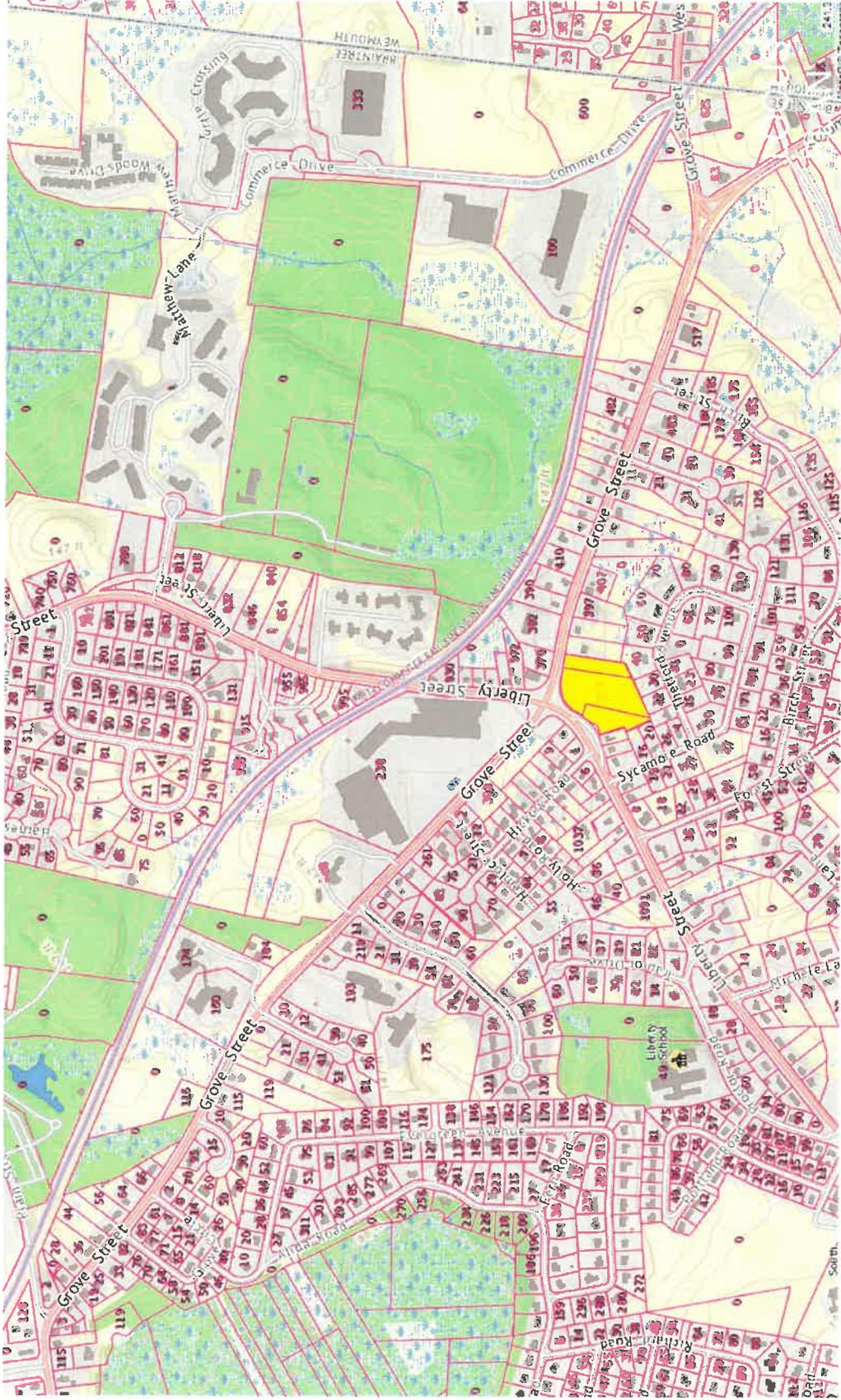
TAX
MAP



SEPT. 12, 2009

357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAintree - MA

A 6



357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAINTREE - MA

Trash Pickup
 Trash Pickup Days Labels
 Monday
 Tuesday
 Wednesday
 Thursday
 Friday

Zoning
 Zoning Labels
 B/W/L/D
 Cluster 1
 Cluster 2
 Commercial (COMM)
 General Business District (GDE)
 Highway Business District (HBD)
 Open Space
 Residential A (ResA)
 Residential B (ResB)
 Residential C (ResC)

Buildings
 Parcels with Orthos

Base Maps
2014-2016 Canale Ortho



357 GROVE STREET
 2.06 AC +/-

1006 LIBERTY STREET
 0.759 AC +/-

365 GROVE STREET
 0.549 AC +/-

TOTAL LOT AREA
 3.37 AC +/-

ZONING MAP



SEPT. 12, 2019

357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAINTREE - MA

A 5



One Beacon Street to 357 Grove Street,
Braintree, MA

Drive 15.0 miles, 52 min

Highlands Village - Braintree MA

One Beacon Street

1 Beacon St, Boston, MA 02108

Get on I-93 S from Tremont St and Albany St

9 min (1.4 mi)

-  1. Head southwest on Tremont St toward Freedom Trail
0.6 mi
-  2. Turn left after Panera Bread (on the right)
0.1 mi
-  3. Continue onto Kneeland St
0.2 mi
-  4. Turn right onto Albany St
0.1 mi
-  5. Use the left lane to stay on Albany St and follow signs for Interstate 93 S
0.2 mi
-  6. Use the left lane to merge onto I-93 S via the ramp to Quincy
0.3 mi

Continue on I-93 S to Quincy

7 min (5.2 mi)

-  7. Merge onto I-93 S
4.4 mi
-  8. Take exit 12 for MA-3A S toward Neponset/Quincy
0.2 mi
-  9. Continue onto MA-3A S/Gallivan Blvd
0.2 mi
-  10. Use the middle 2 lanes to continue on Gallivan Blvd
148 ft
-  11. Continue straight onto Hancock St/Neponset Ave
0.2 mi
-  12. Keep right to continue on Hancock St
0.2 mi

Get on MA-3 S in Braintree from Newport Ave and Thomas E. Burgin Pkwy

13 min (4.8 mi)

-  13. Slight right onto Newport Avenue Extension
0.6 mi
-  14. Newport Avenue Extension turns slightly right and becomes Newport Ave
1.6 mi
-  15. Continue onto Thomas E. Burgin Pkwy
1.6 mi
-  16. Use the right lane to take the I-93 S/I-93 N ramp
0.4 mi
-  17. Keep left at the fork, follow signs for MA-3 S/Cape Cod and merge onto MA-3 S
0.4 mi

Continue on MA-3 S to Union St. Take exit 17 from MA-3 S

1 min (1.2 mi)

-  18. Merge onto MA-3 S
1.0 mi
-  19. Take exit 17 for Union St toward Braintree/S Braintree
0.2 mi

Follow Union St, Middle St and Liberty St to Grove St

6 min (2.5 mi)

-  20. At the traffic circle, take the 3rd exit onto Union St
0.7 mi
-  21. Turn right onto Middle St
0.7 mi
-  22. At the traffic circle, continue straight onto Liberty St
0.1 mi
-  23. At the traffic circle, continue straight to stay on Liberty St
1.0 mi
-  24. Turn left onto Grove St
 Destination will be on the right
164 ft

357 Grove St

Braintree, MA 02184

HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

Section 2: EXISTING CONDITIONS & SITE INFORMATION

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

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

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

Name of Proposed Project: Highlands Village

Buildable Area Calculations

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

Total Site Area	3.37
Wetland Area (per MA DEP)	0.21
Flood/Hazard Area (per FEMA)	0.00
Endangered Species Habitat (per MESA)	0.00
Conservation/Article 97 Land	0.00
Protected Agricultural Land (i.e. EO 193)	0.00
Other Non-Buildable (Describe)	0.00
Total Non-Buildable Area	0.21
Total Buildable Site Area	3.16

Current use of the site and prior use if known: Parcel A - 357 Grove Street is a vacant gas station;
Parcel B - 1006 Liberty Street is an occupied single family residence; Parcel C - 365 Grove Street is a single
family residence.

Is the site located entirely within one municipality? Yes No

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

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

Current zoning classification and principal permitted uses: Parcel A - 357 Grove Street is 90% Zoned General
Business and 10% Residential; Parcel B - 1006 Liberty Street is Zoned Residential; Parcel C - 265 Grove Street is Zoned Residential.

Previous Development Efforts

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

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

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment		
Wastewater - public sewer	YES	Located in Street - sufficient capacity available
Storm Sewer	YES	Street and on site drainage to be utilized
Water-public water	YES	Located in Street - sufficient capacity available
Water-private well		
Natural Gas	YES	Located in Street - sufficient capacity available
Electricity	YES	Located in Street - sufficient capacity available
Roadway Access to Site	YES	Access from Grove and Liberty Street
Sidewalk Access to Site	YES	Sidewalks along Grove and Liberty Street
Other		

Describe surrounding land use(s): Parcels are located at a 4 corner intersection. Commercial properties at the four corners, one with large shopping area; others with smaller businesses. Residential homes on adjacent sides of parcel as you move away from the intersection.

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	.2 miles	
Schools	.4 miles	
Government Offices	1.9 miles	
Multi-Family Housing	.7 miles	
Public Safety Facilities	2.2 miles	
Office/Industrial Uses	.7 miles	
Conservation Land	1.6 miles	
Recreational Facilities	1.6 miles	
Houses of Worship	.2 miles	
Other	1.5 miles	MBTA Red Line Station

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

The Braintree MBTA Station with Red Line service to South Station is located only 1.5 miles away at 555 Ivory Street, Braintree.

Site Characteristics and Development Constraints

Please answer "Yes", "No" or "Unknown" to the following questions. If the answer is "Yes" please identify on Existing Conditions Plan as required for Attachment 2.1 and provide additional information and documentation as an attachment as instructed for Attachment 2.4, "Documentation Regarding Site Characteristics/Constraints."

Are there any easements, rights of way or other restrictions of record affecting the development of the site? Yes

Is there any evidence of hazardous, flammable or explosive material on the site? NO

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

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

Are there documented state-designated wetlands on the site? Yes

Are there documented vernal pools on the site? NO

Is the site within a local or state Historic District or listed on the National Register or Historic Places? NO

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

Are there existing buildings and structures on site? Yes - vacant gas station and single family home

Does the site include documented archeological resources? NO

Does the site include any known significant areas of ledge or steep slopes? NO

Required Attachments Relating to Section 2

2.1 Existing Conditions Plan

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

- a. Reduced scale locus map
- b. Surveyed property boundaries
- c. Topography
- d. Wetland boundaries (if applicable)
- e. Existing utilities (subsurface and above ground)
- f. Natural features including bodies of water, rock outcroppings
- g. Existing easements and/or rights of way on the property
- h. Existing buildings and structures, including walls, fences, wells
- i. Existing vegetated areas
- j. Existing Site entries and egresses

Please provide one (1) set of full size (30"x40") plans along with one (1) set of 11x17 reproductions and one (1) electronic set of plans. Please note that MassHousing cannot accept USB flash drives.

2.2 Aerial Photographs

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

2.3 Site/Context Photographs

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

2.4 Documentation Regarding Site Characteristics/Constraints

Please provide documentation of site characteristics and constraints as directed including available narratives, summaries and relevant documentation including:

- Flood Insurance Rate Map (FIRM) showing site boundaries
- Wetlands delineation - APPLICATION COMPONENTS and APPROVAL
- Historic District Nomination(s)
- NOTE: SEE NOTED SEWER EASEMENT ON EXISTING CONDITIONS PLAN

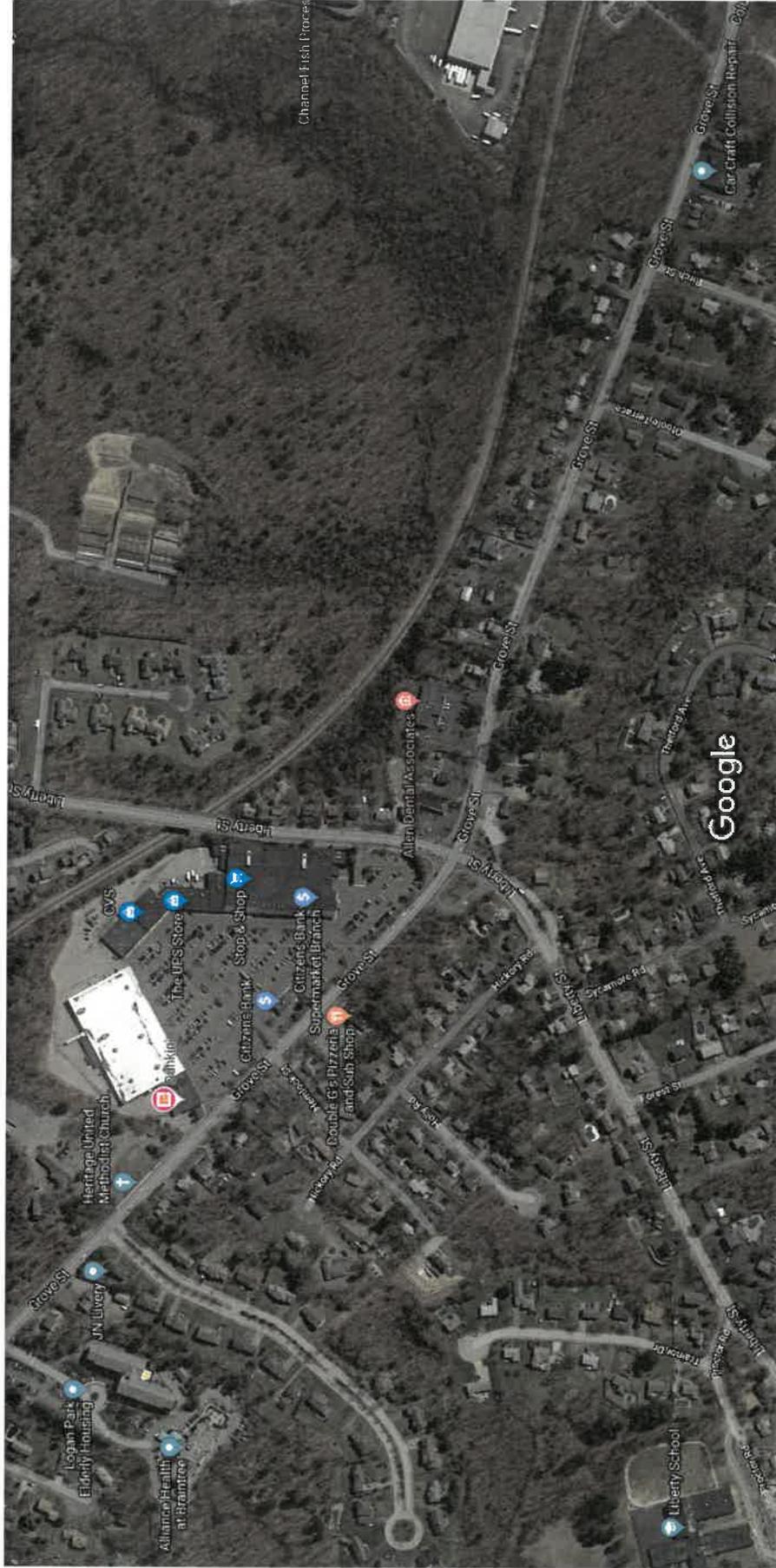
2.5 By-Right Site Plan (if available) N/A

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



357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAINTREE - MA

A 3





Highlands Village - Parcel A - 357 Grove Street (Vacant Gas Station); Parcel C - 365 Grove Street (Home to Left of Gas Station)



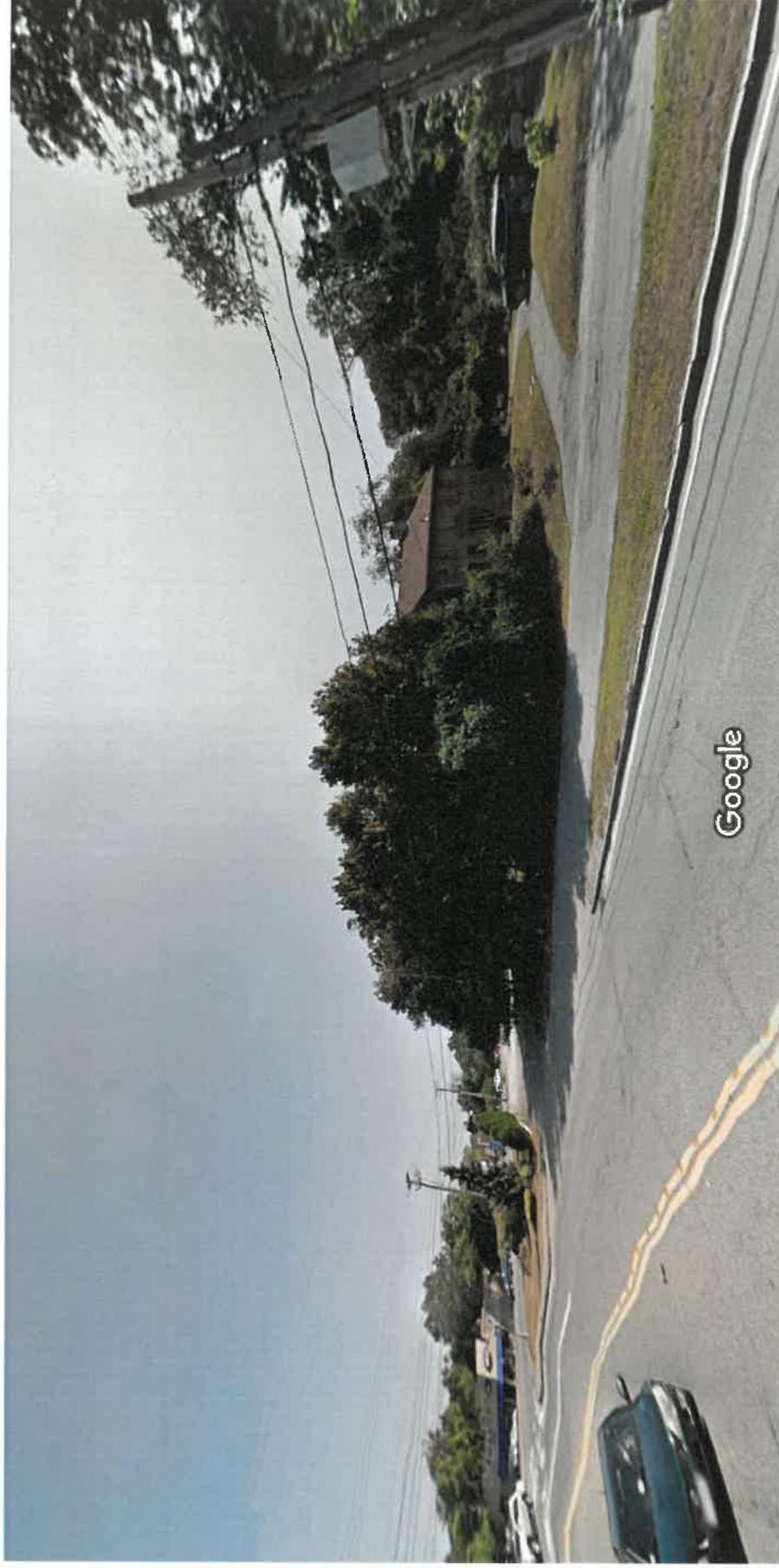
© 2019 Google

Braintree, Massachusetts

Google



1006 Liberty Street - Parcel B. Gas Station (parcel A) is to the Left, behind the trees



© 2019 Google

Braintree, Massachusetts

Google



357 Grove Street - Gas Station - From Center of Grove & Liberty Intersection



Google

© 2019 Google

HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

NOTE to SECTION 2.4

Please note we have included a copy of the signed Order of Resource Area Delineation from the Braintree Conservation Commission (ORAD). This identifies the wetland area located on the 357 Grove Street parcel. Please be advised this was prepared prior to acquiring the adjacent parcels of 1006 Liberty Street (which has no impacts) and 365 Grove Street which will have a limited impact where the wetland narrowly stretches across. We have also included components of the report discussing the lack of endangered species on the parcel as well as a more detailed outline of the topography and existing vegetation.

Lastly, we have made reference to the existing sewer easement on the property. We do not believe this creates any design concerns.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

**WPA Form 4B – Order of Resource Area
Delineation**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

8-659

MassDEP File Number

eDEP Transaction Number

Braintree

City/Town

A. General Information

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Note: Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

From: Braintree
1. Conservation Commission

2. This Issuance is for (check one):

- a. Order of Resource Area Delineation
- b. Amended Order of Resource Area Delineation

3. Applicant:

George Clements
a. First Name b. Last Name
Liberty Grove, LLC
c. Organization
872 Massachusetts Ave., Suite 1-6
d. Mailing Address
Cambridge MA 02139
e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

a. First Name b. Last Name
c. Organization
d. Mailing Address
e. City/Town f. State g. Zip Code

5. Project Location:

357 Grove St. Braintree 02184
a. Street Address b. City/Town c. Zip Code
1109 6
d. Assessors Map/Plat Number e. Parcel/Lot Number
Latitude and Longitude (in degrees, minutes, seconds):
N42d11m18.992s W70d59m9.965s
f. Latitude g. Longitude

6. Dates: July 20, 2017 August 3, 2017 8/14/2017
a. Date ANRAD filed b. Date Public Hearing Closed c. Date of Issuance

7. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Site Plan Existing Conditions 357 Grove St. July 18, 2017
a. Title b. Date
c. Title d. Date



WPA Form 4B – Order of Resource Area Delineation

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

8-659

MassDEP File Number

eDEP Transaction Number

Braintree

City/Town

B. Order of Delineation

1. The Conservation Commission has determined the following (check whichever is applicable):

a. **Accurate:** The boundaries described on the referenced plan(s) above and in the Abbreviated Notice of Resource Area Delineation are accurately drawn for the following resource area(s):

1. Bordering Vegetated Wetlands
2. Other resource area(s), specifically:

a. Bank: Flags A1-A2 and A25-A26

b. **Modified:** The boundaries described on the plan(s) referenced above, as modified by the Conservation Commission from the plans contained in the Abbreviated Notice of Resource Area Delineation, are accurately drawn from the following resource area(s):

1. Bordering Vegetated Wetlands
2. Other resource area(s), specifically:

a.

c. **Inaccurate:** The boundaries described on the referenced plan(s) and in the Abbreviated Notice of Resource Area Delineation were found to be inaccurate and cannot be confirmed for the following resource area(s):

1. Bordering Vegetated Wetlands
2. Other resource area(s), specifically:

3. The boundaries were determined to be inaccurate because:



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 4B – Order of Resource Area Delineation

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

8-659

MassDEP File Number

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Braintree

City/Town

C. Findings

This Order of Resource Area Delineation determines that the boundaries of those resource areas noted above, have been delineated and approved by the Commission and are binding as to all decisions rendered pursuant to the Massachusetts Wetlands Protection Act (M.G.L. c.131, § 40) and its regulations (310 CMR 10.00). This Order does not, however, determine the boundaries of any resource area or Buffer Zone to any resource area not specifically noted above, regardless of whether such boundaries are contained on the plans attached to this Order or to the Abbreviated Notice of Resource Area Delineation.

This Order must be signed by a majority of the Conservation Commission. The Order must be sent by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>).

D. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate DEP Regional Office to issue a Superseding Order of Resource Area Delineation. When requested to issue a Superseding Order of Resource Area Delineation, the Department's review is limited to the objections to the resource area delineation(s) stated in the appeal request. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order of Resource Area Delineation will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order or Determination, or providing written information to the Department prior to issuance of a Superseding Order or Determination.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act, (M.G.L. c. 131, § 40) and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal bylaw or ordinance, and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

**WPA Form 4B – Order of Resource Area
Delineation**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

8-659

MassDEP File Number

eDEP Transaction Number

Braintree

City/Town

8/14/2017

Date of Issuance

5

1. Number of Signers

E. Signatures

Please indicate the number of members who will sign this form.

Joyce Albrecht
Signature of Conservation Commission Member

Samuel P. Feldman
Signature of Conservation Commission Member

Diane S. Francis Diane S. Francis
Signature of Conservation Commission Member

Donald M. ...
Signature of Conservation Commission Member

Alan Weinberg ALAN WEINBERG
Signature of Conservation Commission Member

[Signature]
Signature of Conservation Commission Member

Signature of Conservation Commission Member

This Order is valid for three years from the date of issuance.

If this Order constitutes an Amended Order of Resource Area Delineation, this Order does not extend the issuance date of the original Final Order, which expires on three years from date of issuance unless extended in writing by the issuing authority.

This Order is issued to the applicant and the property owner (if different) as follows:

2. By hand delivery on

3. By certified mail, return receipt requested on

a. Date 8/14/2017

a. Date _____

5.0 Site Description and Wetland Delineation

The site is approximately 2 acres in size and is located at 357 Grove Street (Assessor's Map/Plat Number: 1109, Parcel/Lot Number: 0 6) in Braintree, Massachusetts (refer to Figure 1, Site Locus). The property is bound by Grove Street and Liberty Street, residential homes, and, a large commercial retail complex to the north; Grove Street and residential homes to the east; a small strip of forested upland and residential homes to the south; and Liberty Street and residential homes to the west.

The site consists of a defunct gas station, a highly disturbed upland forested area, a vegetated wetland that contains an ephemeral ponding area which drains to an intermittent stream. The site is highly disturbed and contains many invasive plant species that occur mostly in the northern half of the site. There were several areas of dumping including old fill material, a wooden door, garbage and other woody debris. The ephemeral ponding area contained buckets, balls, bottles and cans, a traffic barrel, batteries, tires, plastic bags, and wooden boards.

The site contains numerous invasive plant species (refer to Attachment 1, Plant List), such as Purple Loosestrife (*Lythrum salicaria*), Japanese Barberry (*Berberis thunbergii*), Multiflora Rose (*Rosa multiflora*), Oriental Bittersweet (*Celastrus orbiculatus*), Eastern Burning Bush (*Euonymus atropurpureus*), Tartarian Honeysuckle (*Lonicera tatarica*), Glossy Buckthorn (*Frangula alnus*), Common Buckthorn (*Rhamnus cathartica*), Black Locust (*Robinia pseudoacacia*), and Norway Maple (*Acer platanoides*).

5.1 Wetland Resources Delineated on the Site

Two wetland resource areas have been delineated on the site within Wetland A which consists of BVW to bank of an intermittent stream.

5.1.1 Wetland A

Flagging series A-2 through A-25 delineates BVW to bank of an intermittent stream. Dominant wetland vegetation includes Spotted Touch-me-knot (*Impatiens capensis*), Climbing Nightshade (*Solanum dulcamara*), and Poison Ivy (*Toxicodendron radicans*) in the herbaceous layer; Riverbank Grape (*Vitis riparia*) in the vine layer; and Southern Arrowwood (*Viburnum dentatum*) and Northern Spicebush (*Lindera benzoin*) in the shrub layer; and Red Maple (*Acer rubrum*) in the tree layer. Evidence of hydrology includes hydric soils (refer to Attachment 2, DEP Bordering Vegetated Wetland Delineation Field Data Forms).

Flags A-1 to A-2 and A-25 to A-26 delineate bank to an intermittent stream. This intermittent stream has a channel that is approximately 2 to 4 ft. wide and 18 to 24 inches in depth. The substrate is mud, sand, and gravel with a few larger rocks from 6 inch to 18 inches in diameter. The stream is approximately 40 to 50 ft. long before it disappears into a partially submerged culvert.

An ephemeral ponding area exists in the eastern portion of the wetland. This ephemeral ponding area was approximately 1 to 18 inches deep and contained a substrate of mud, woody debris, a few rocks, and a significant amount of trash. Vegetation within the ponding area consisted of Yellow Marsh Marigold (*Caltha palustris*), Sensitive Fern (*Onoclea sensibilis*), Tussock Sedge (*Carex stricta*), some Common Fox Sedge (*Carex vulpinoidea*), Wool Grass (*Scirpus cyperinus*), a few Soft Rushes (*Juncus*

effusus) and Joe-Pye-Weed (*Eutrochium maculatum*). This area doesn't qualify as Isolated Land Subject to Flooding (ILSF) since it doesn't hold a ¼ acre-foot of water due to its outlet stream and slope.

5.1.2 Bordering Land Subject to Flooding

Bordering Land Subject to Flooding (BLSF) does not exist on the site but was observed approximately 300 to 400 feet east of the site as observed on from MASS/GIS (refer to Attachment 3).

5.2 Regulations that Apply to Delineated Resources Areas

The interests and functions of wetland resources areas are protected as defined by federal, state, and local regulations. Depending upon the type of wetland present, federal, state and local regulations may all apply to the wetland resources delineated and described above in this report, or only local and/or federal regulations may apply to wetland resources such as small isolated wetlands. The wetland resources delineated on the attached plans and described above in this report are discussed below as they relate to state, federal and local regulations.

5.2.1 Massachusetts Wetlands Protection Act (310 CMR 10.00)

Under the Massachusetts Wetlands Protection Act, 310 CMR 10.55, flag series A-2 through A-25 as BVW which has a 100 ft. buffer zone extending horizontally outward from the BVW line (refer to Attachment 4, ANRAD Plan).

Massachusetts Department of Environmental Protection (DEP) Bordering Vegetated Wetland Delineation Field Data Forms were completed for

observation plots located in the wetlands and uplands along each wetland transect discussed above and are presented as Attachment 2.

Wetland A (flags A-1 through A-2 and A-25 through A-26), are regulated under 310 CMR 10.54 Bank to an intermittent stream which have a 100 foot buffer zone (refer to Attachment 4, ANRAD Plan).

5.2.2 Federal Clean Water Act

Wetlands A drains to Weymouth Great Pond which is drained by the Mill River which flows into Whitmans Pond which drains to the Weymouth Back River which is a tributary that flows into Massachusetts Bay. Since Wetland A listed above discharge into coastal waters, they are considered as contiguous to a tributary to "waters of the U.S.", and regulated by the U.S. Army Corps of Engineers under the Clean Water Act.

5.2.3 Local Regulations and Bylaws

The Town of Braintree, MA, Wetland Bylaw Chapter 12.20,, Section 2, Jurisdiction, states, *"no person shall remove, fill, dredge, build upon, degrade, discharge into, or otherwise alter any: freshwater wetland; coastal wetland, marsh; wet meadow; bog; swamp; bank; dune, beach, or land within 100 feet of any aforesaid resource areas [the 100 foot buffer zone]; land under a lake, pond, creek, river, stream [whether natural or manmade, intermittent, continuous], estuary or ocean; land subject to flooding or inundation by groundwater or surface water; land subject to tidal action, coastal storm flowage or flooding; land which may cause degradation or change to the physical characteristics of groundwater; alteration of land which requires the creation of detention or retention ponds or basins 1,000 sf in size or greater, which are required to control drainage for siltation or surface runoff or riverfront area. (These are the RESOURCE AREAS protected by this bylaw. Said resource areas shall be protected whether or not they border surface waters"*.

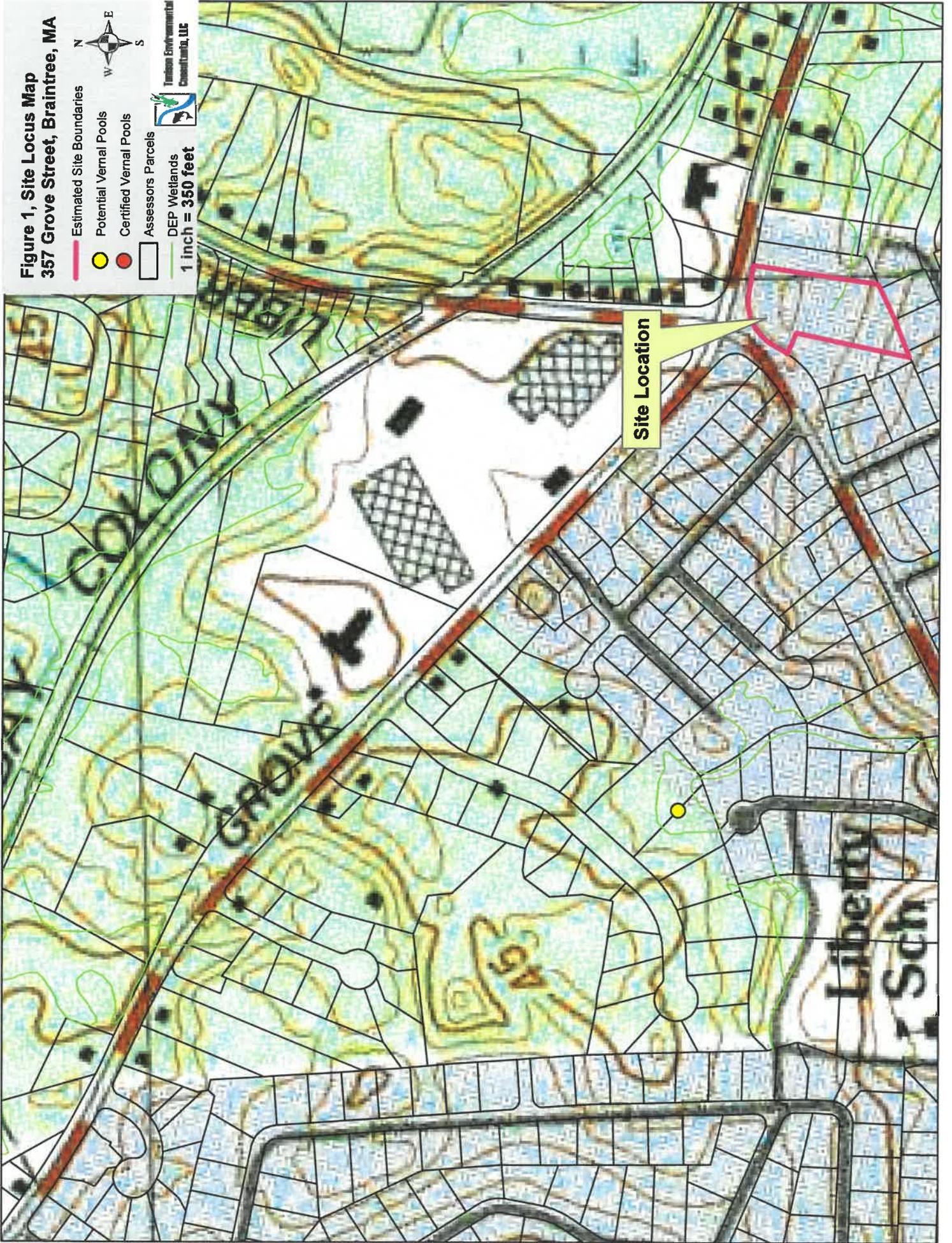
Wetland A is protected under this bylaw and have a 100 ft. buffer zone associated with it (refer to Attachment 4, ANRAD Plan).

6.0 Rare Species and Other Environmental Resources

This evaluation also included a review of the MA Natural Heritage Atlas, 2008, 13th edition, published by MA Natural Heritage and Endangered Species Program, Division of Fisheries and Wildlife, Westborough, MA. Based on review of the Weymouth Quadrangle, the site is **not** within an area designated as Priority/Estimated Habitat of Rare Wildlife or within any Certified Vernal Pools. Mass/GIS data layers, including Priority/Estimated Habitat of rare species (updated October, 2008), certified vernal pools (updated continually – layer downloaded on 09/26/16), and potential vernal pools (December 2000) have been layered on an ortho-photo of the site that has been included as Attachment 3.

**Figure 1, Site Locus Map
357 Grove Street, Braintree, MA**

- Estimated Site Boundaries
 - Potential Vernal Pools
 - Certified Vernal Pools
 - Assessors Parcels
 - DEP Wetlands
 - 1 inch = 350 feet
- Trinicon Environmental
Consultants, LLC



Site Location

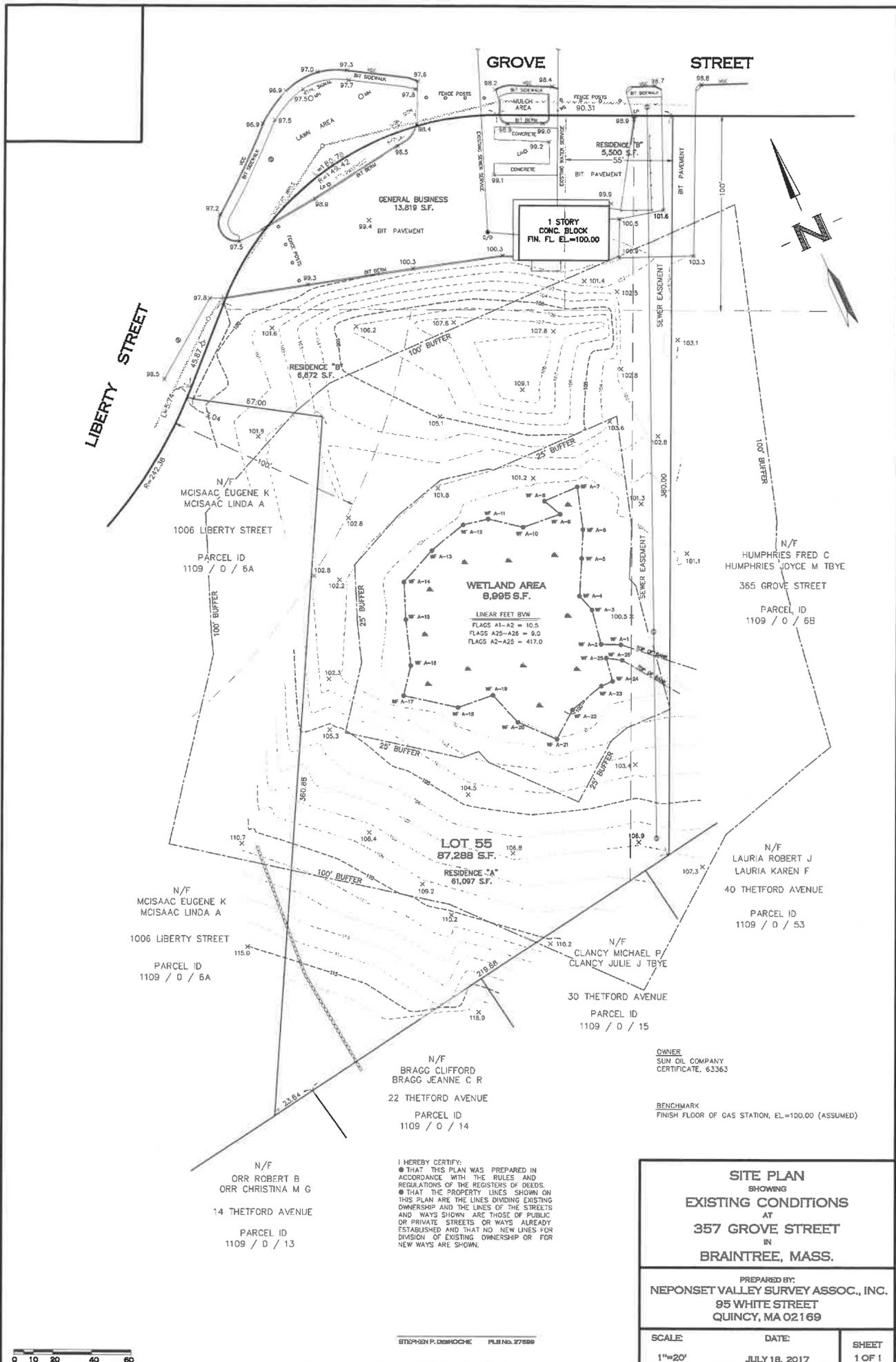


357 Grove Street, Braintree, Massachusetts

	Area of Critical Environmental Concern		1 inch = 100 ft.
	Estimated Habitats of Rare Species		
	Priority Habitats of Rare Species		
	Outstanding Resource Waters		
	Estimated Site Boundaries		
	BLSF-100 yr. floodplain		
	Certified Vernal Pools		
	Potential Vernal Pools		
	DEP Wetlands		



Tunisian Environmental Consultants, LLC



87024-DN P. DIMOUCHE PLS No. 27688

SITE PLAN		
SHOWING		
EXISTING CONDITIONS		
AT		
357 GROVE STREET		
IN		
BRAINTREE, MASS.		
PREPARED BY:		
NEPONSET VALLEY SURVEY ASSOC., INC.		
95 WHITE STREET		
QUINCY, MA 02169		
SCALE:	DATE:	SHEET
1"=20'	JULY 18, 2017	1 OF 1

I HEREBY CERTIFY:
 ● THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.
 ● THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

N/F
 ORR ROBERT B
 ORR CHRISTINA M G
 14 THETFORD AVENUE
 PARCEL ID
 1109 / 0 / 13

N/F
 BRAGG CLIFFORD
 BRAGG JEANNE C R
 22 THETFORD AVENUE
 PARCEL ID
 1109 / 0 / 14

N/F
 CLANCY MICHAEL P
 CLANCY JULIE J TBYE
 30 THETFORD AVENUE
 PARCEL ID
 1109 / 0 / 15

N/F
 LAURIA ROBERT J
 LAURIA KAREN F
 40 THETFORD AVENUE
 PARCEL ID
 1109 / 0 / 53

N/F
 HUMPHRIES FRED C
 HUMPHRIES JOYCE M TBYE
 365 GROVE STREET
 PARCEL ID
 1109 / 0 / 58

N/F
 MCISAAC EUGENE K
 MCISAAC LINDA A
 1006 LIBERTY STREET
 PARCEL ID
 1109 / 0 / 5A

N/F
 MCISAAC EUGENE K
 MCISAAC LINDA A
 1006 LIBERTY STREET
 PARCEL ID
 1109 / 0 / 5A

OWNER
 SUN OIL COMPANY
 CERTIFICATE, 63363

BENCHMARK
 FINISH FLOOR OF GAS STATION, EL.=100.00 (ASSUMED)

HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

Section 3: PROJECT INFORMATION

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

Section 3: PROJECT INFORMATION (also see Required Attachments listed at end of Section 3)

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

Name of Proposed Project: Highlands Village

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

Total Number of Dwelling Units: 96

Total Number of Affordable Units: 24

Number of 50% AMI Affordable Units:

Number of 80% AMI Affordable Units: 24

Number of Market Rate Units: 72

Unit Mix: Affordable Units

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	2	15	5	2	
Number of Bathrooms	1	1	2	2	
Square Feet/Unit	518 - 585	752 - 811	975	1106 - 1150	

Unit Mix: Market Rate

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	5	44	15	8	
Number of Bathrooms	1	1	2	2	
Square Feet/Unit	518 - 585	752 - 811	975	1106 - 1150	

Percentage of Units with 3 or More Bedrooms*: 10.4%

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

Number of Handicapped Accessible Units: 96 Market Rate: 72 Affordable: 24

Gross Density (units per acre): 28.40

Net Density (units per buildable acre): 30.30

Residential Building Information

Building Type and Style <i>(single family detached, townhouse, multi-family)</i>	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type
Multi Family	New Construction	4	45	94,870	1

Non-Residential Building Information

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

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

Features will be substantially the same for all units.

Parking

Total Parking Spaces Provided: 146

Ratio of Parking Spaces to Housing Units: 1.52

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

Buildings: 16.30

Parking and Paved Areas: 28.00

Usable Open Space: 50.43

Unusable Open Space: 0.07

Lot Coverage: 49.50

Does project fit definition of "Large Project" (as defined in 760 CMR 56.03 (6))? Yes/No No

Required Attachments Relating to Section 3

3.1 Preliminary Site Layout Plan(s)

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

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

Please provide one (1) set of full size (30"x40") plans along with one (1) set of 11"x17" reproductions and one (1) electronic set of plans. Please note that MassHousing cannot accept USB flash drives.

3.2 Graphic Representations of Project/Preliminary Architectural Plans

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

3.3 Narrative Description of Design Approach

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

3.4 Tabular Zoning Analysis

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

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



**SITE PLAN & GROUND FLOOR PLAN
PARCEL AREA = 3.37 AC +/-**



SEPT. 12, 2019

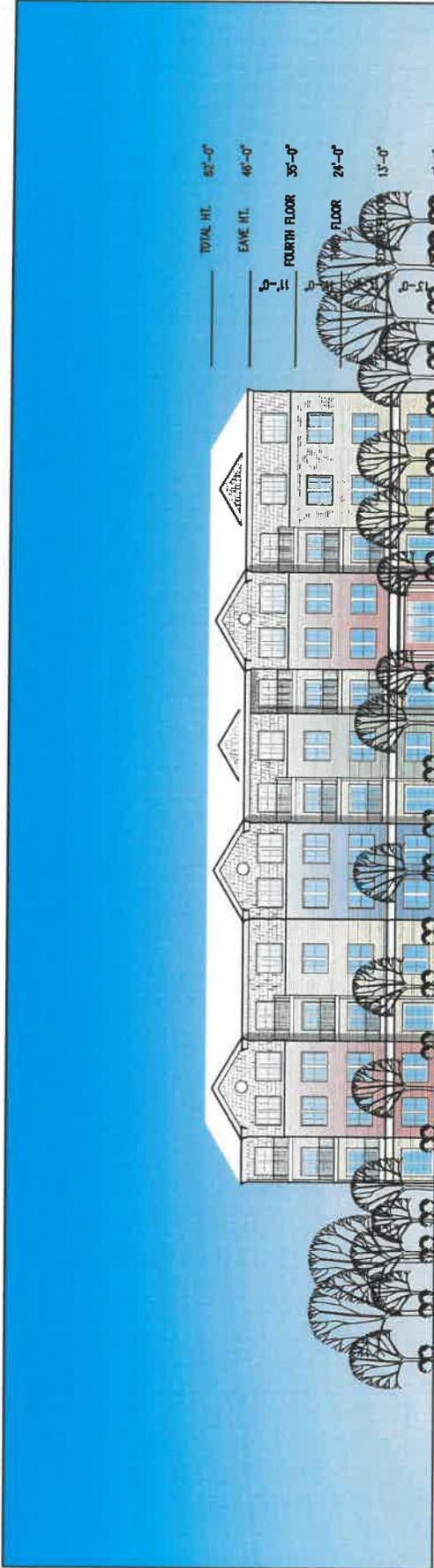
**357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAINTREE - MA**



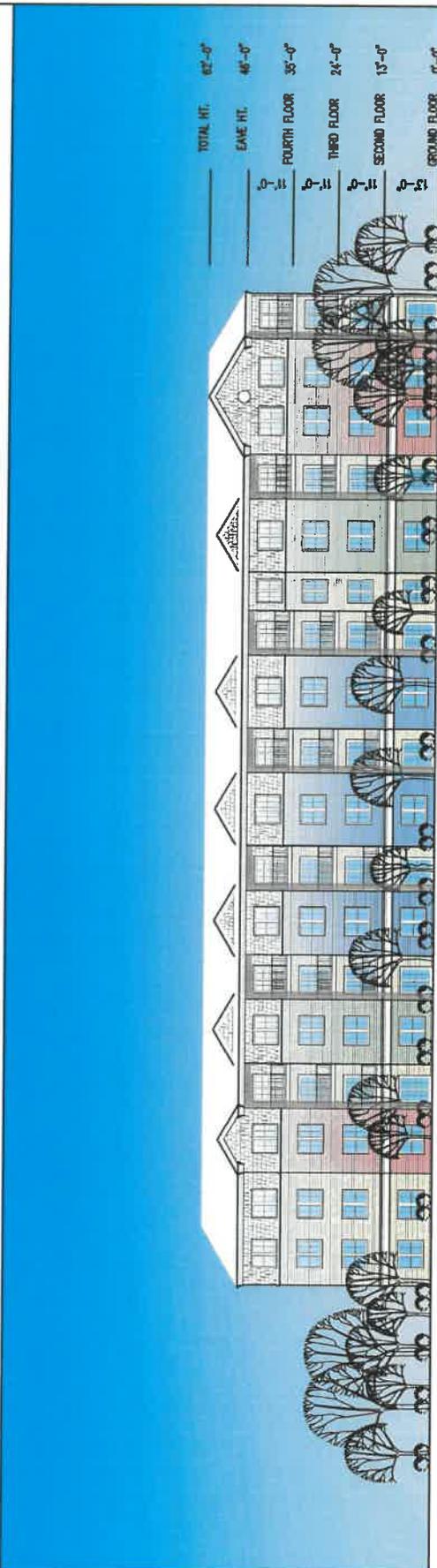
0 40' 80' SEPT. 12, 2019

357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAINTREE - MA

A 7



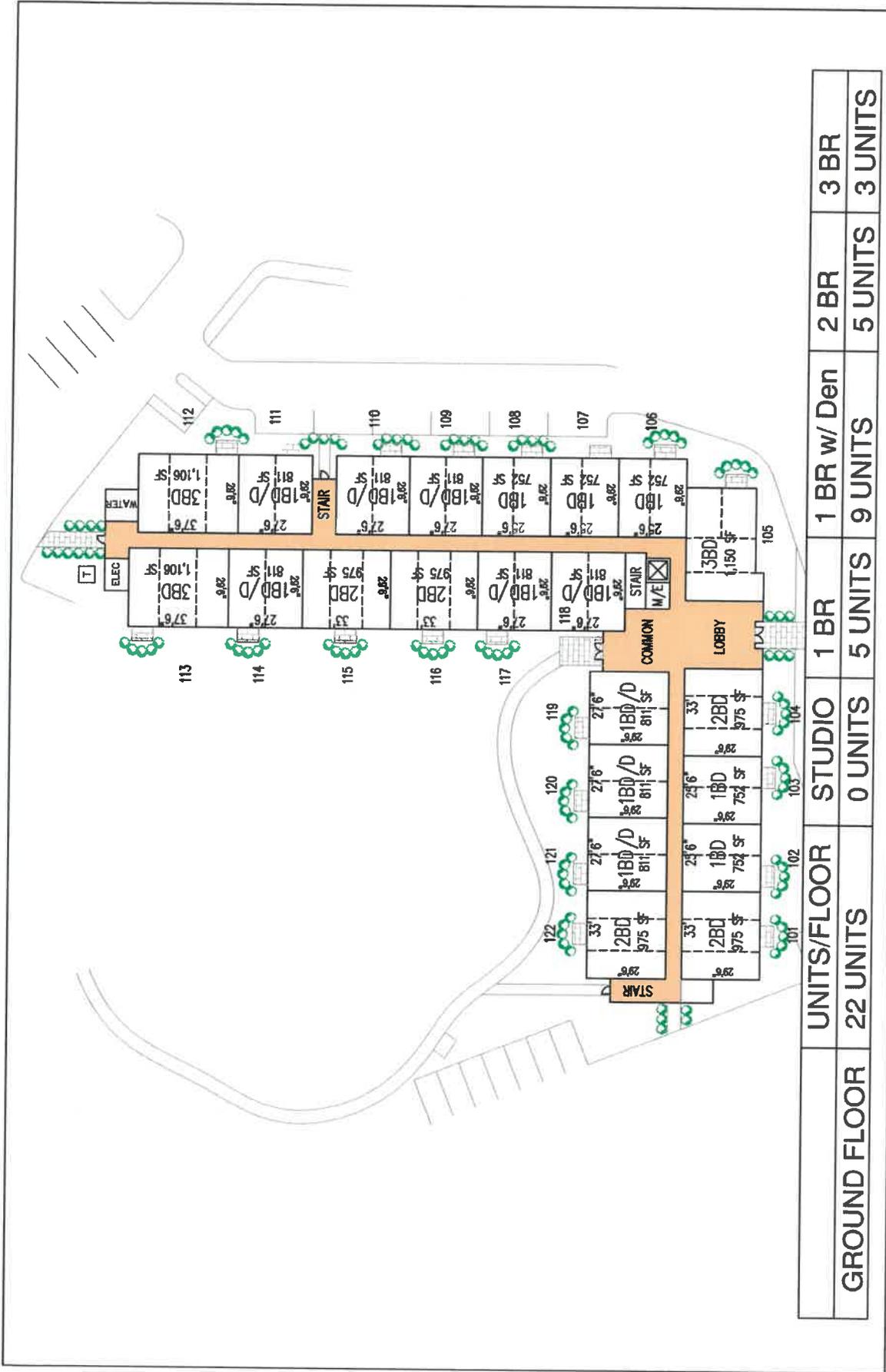
GROVE STREET ELEVATION



LIBERTY STREET ELEVATION



357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAINTREE - MA



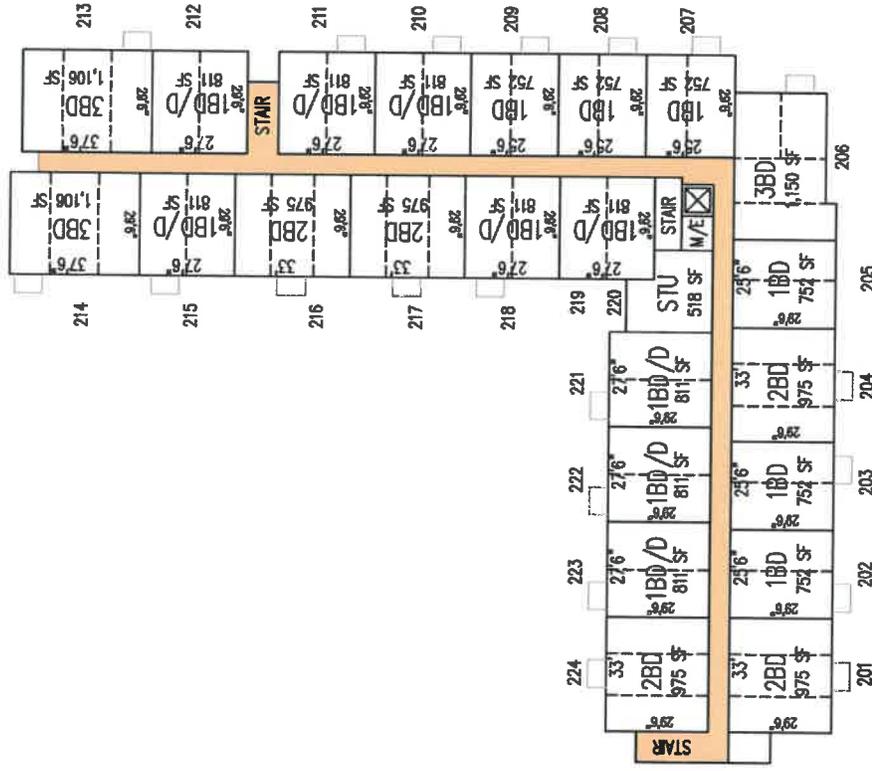
UNITS/FLOOR	STUDIO	1 BR	1 BR w/ Den	2 BR	3 BR
GROUND FLOOR	22 UNITS	5 UNITS	9 UNITS	5 UNITS	3 UNITS



SEPT. 12, 2019

357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAINTREE - MA

A 9



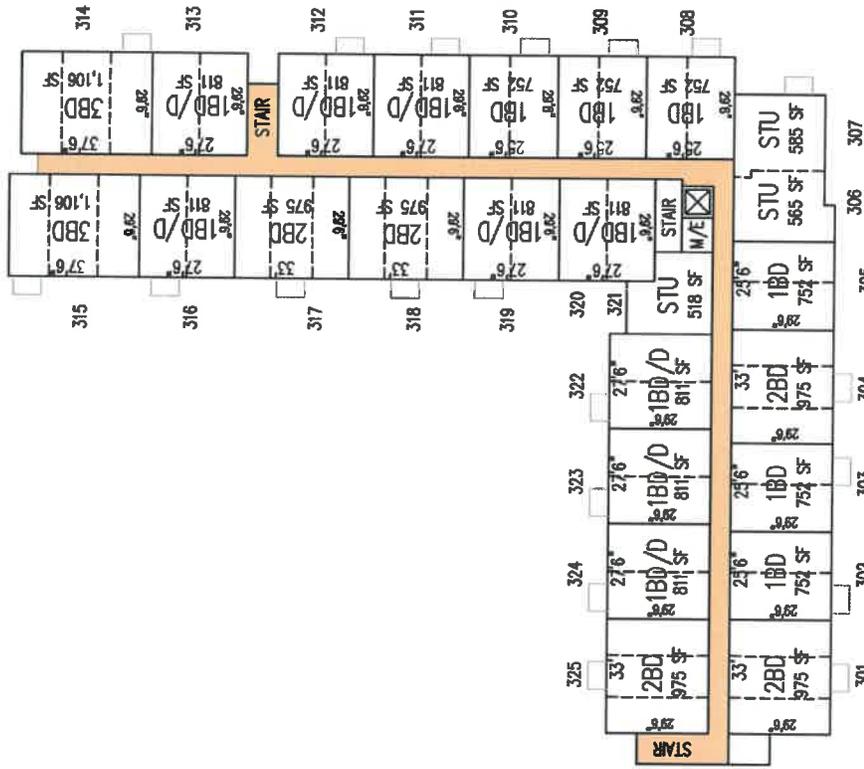
FLOOR 2	UNITS/FLOOR	STUDIO	1 BR	1 BR w/ Den	2 BR	3 BR
	24 UNITS	1 UNIT	6 UNITS	9 UNITS	5 UNITS	3 UNITS



SEPT. 16, 2019

357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAINTREE - MA

A 10



UNITS/FLOOR	STUDIO	1 BR	1 BR w/ Den	2 BR	3 BR
FLOOR 3 & 4	25 UNITS	6 UNITS	9 UNITS	5 UNITS	2 UNITS



SEPT. 16, 2019

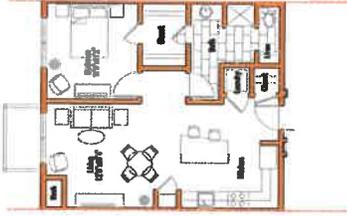


357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAINTREE - MA

A 11



Studio Unit
518 - 585 SF +/-



1 Bedroom Unit
752 SF +/-



1 Bedroom
W/Den Unit
811 SF +/-



2 Bedroom Unit
975 SF +/-



3 Bedroom Unit
1,106 - 1,150 SF +/-

TYPICAL UNIT PLANS



SEPT. 16, 2019

357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAINTREE - MA

UNIT MIX	Studio	1 BR	1 BR w/ Den	2 BR	3 BR
GROUND FLOOR	0 UNITS	5 UNITS	9 UNITS	5 UNITS	3 UNITS
SECOND FLOOR	1 UNITS	6 UNITS	9 UNITS	5 UNITS	3 UNITS
THIRD FLOOR	3 UNITS	6 UNITS	9 UNITS	5 UNITS	2 UNITS
FOURTH FLOOR	3 UNITS	6 UNITS	9 UNITS	5 UNITS	2 UNITS
TOTAL UNITS	7 UNITS (7%)	23 UNITS (24%)	36 UNITS (38%)	20 UNITS (21%)	10 UNITS (10%)
TOTAL PARKING SPACES	96 UNITS				
PARKING / UNIT	146 PS				
	1.52 PS / UNIT				

UNIT SIZE

	Average Square Footage
STUDIO	518 - 585 SF +/-
ONE BEDROOM/ ONE BATH	752 SF +/-
ONE BEDROOM W/ DEN/ ONE BATH	811 SF +/-
TWO BEDROOM W/ TWO BATH	975 SF +/-
THREE BEDROOM W/ TWO BATH	1,106 - 1,150 SF +/-

FLOOR AREA (GROSS SF)

GROUND FLOOR	24,053 SF +/-
SECOND FLOOR	23,639 SF +/-
THIRD FLOOR	23,639 SF +/-
FOURTH FLOOR	23,639 SF +/-
TOTAL FLOOR AREA	94,870 SF +/-

PLAN SET INDEX

A1	INFORMATION AND STATISTICS
A2	PROJECT LOCATION PLAN
A3	LOCUS PLAN AERIAL PHOTOGRAPH
A4	LOCUS PLAN, STREET MAP
A5	ZONING MAP
A6	TAX ASSESSORS MAP
A7	SITE PLAN OVER AERIAL PHOTOGRAPH
A8	SITE PLAN WITH GROUND FLOOR PLAN
A9	GROUND FLOOR PLAN
A10	SECOND FLOOR PLAN
A11	THIRD & FORTH FLOOR PLAN
A12	GROVE STREET ELEVATION & LIBERTY STREET ELEVATION
A13	TYPICAL UNIT PLANS



SEPT. 16, 2019

357 GROVE STREET, 365 GROVE STREET & 1006 LIBERTY STREET
BRAINTREE - MA

A 1

HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

NARRATIVE DESCRIPTION of DESIGN APPROACH

The collection of parcels are located at the corner of a four sided commercial intersection in Braintree. The center parcel is a boarded up gas station and the two added parcels are currently single family homes flanking the gas station.

Across the intersection diagonally is a large shopping and commercial plaza with grocery stores, retail services, professional offices and restaurants. We feel this proposal offers an attractive balance to the commercial area and, with the inclusion of the added land acquired, the structure is well sited.

We have designed the building to wrap around the corner with the bulk of the parking along the sides of the building. This limits the impact of the building on the remaining abutting homes and also pushes the parking access points further away from the central, four way – signaled intersection. The proximity to the Braintree train station is an important aspect to the development as is the employment centers in the immediate area of the site – both existing and planned.

The rear of the parcel contains a small wetland area which will be preserved, providing an attractive focal point of green space for residents and creating the basis of a walking path for them to enjoy.

HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

Tabular Zoning Comparison

	<u>Current RB</u>	<u>Current GB</u>	<u>Proposed</u>
Lot Area Minimum (Sq Ft)	15,000	15,000	146,797
Lot Width Minimum (Ft)	100	100	385' +/-
Lot Frontage Minimum (Ft)	50	50	530' +/-
Lot Depth Minimum (Ft)	100	100	281' +/-
Front Yard Setback (Ft)	20	10	30' +/-
Side Yard Setback (Ft)	10	10	52' +/-
Rear Yard Setback (Ft)	30	20	180' +/-
Max Building Height (Ft)	35	50	62*
Max Story Height	3	3	4*
Max Building Coverage (%)	35%	70%	16%
Maximum Lot Coverage (%)	70%	90%	57%
Minimum Open Space (%)	30%	10%	43%

* Waiver would be requested

SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name: Highlands Village
Project Number: _____
Program Name: NEF Rental
Date: September 23, 2019

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

DEVELOPER SELF-ASSESSMENT

(for consistency with the Sustainable Development Principles)

Redevelop First

Check "X" below if applicable

If Rehabilitation:

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

If New Construction:

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

Explanation (Required)

Affordable Housing availability limitations is a regional issue and greater Boston has one of the tightest housing markets in the country. We strive to provide affordable housing options which are available to local residents in Braintree as well as residents in need from the overall greater Boston area.

Optional – Demonstration of Municipal Support:

Check "X" below if applicable

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

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

Explanation (Required)

Parcel will have a single multi family building providing higher density than the surrounding area. We will be utilizing existing water and sewer infrastructure and enhancing a blighted site. Existing sidewalks create a pedestrian friendly environment and the ability for future residents to walk to existing shops and restaurants.

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

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

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

(1) Concentrate Development and Mix Uses

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

Check "X" below if applicable

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

Explanation (Required)

Parcel will have a single multi family building providing higher density than the surrounding area. We will be utilizing existing water and sewer infrastructure and enhancing a blighted site. Existing sidewalks create a pedestrian friendly environment and the ability for future residents to walk to existing shops and restaurants.

(2) Advance Equity & Make Efficient Decisions

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

Promote development in accordance with smart growth and environmental stewardship.

Check "X" below if applicable

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

Explanation (Required)

We will be seeking approvals in conjunction with the 40B application and intend to meet with all interested parties throughout the process. Creating and elevator based building will provide universal design benefits for a range of potential applicants and allow us to reach out potential tenants from all areas and physical abilities. Braintree is an affluent City, just South of Boston in dire need of new affordable rental homes. The parcel is currently a boarded up gas station which shall be removed and site shall be cleaned up to improve the neighborhood.

(3) Protect Land and Ecosystems

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

Check "X" below if applicable

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

Explanation (Required)

We will be removing neighborhood blight and a safety hazard by removing a long standing vacant building (gas station) on the site. Towards the rear of the property is a wetland area which has been identified and shall be protected by securing an Order of Conditions from the Local Conservation Commission in conjunction with the development.

(4) Use Natural Resources Wisely

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

Check "X" below *if applicable*

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

Explanation (Required)

We will be constructing the building with all the latest environmentally product to limit the use of resources required to operate the building during its life time. Energy star products, low flow water sense fixtures, high insulation values and on demand water heaters are just a few of the features to be incorporated into all units. The site development plans will incorporate LID techniques to enhance the available open space and to protect wetlands located on the parcel.

(5) Expand Housing Opportunities

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

Check "X" below *if applicable*

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

Explanation (Required)

We have proposed rental homes within an elevator building to ensure residents with special needs or disabilities will have place that works for them. The site itself was particularly attractive given its proximity to the MBTA station as well as the shopping and work opportunities in the immediate area for residents.

(6) Provide Transportation Choice

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

Check "X" below if applicable

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

Explanation (Required)

The property is located approximately 1.5 miles from the Braintree MBTA / Red Line station. Residents can walk or bike to the station. There are also shopping opportunities in the immediate area that residents can easily walk to via existing sidewalks.

(7) Increase Job and Business Opportunities

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

Check "X" below if applicable

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

(6) Provide Transportation Choice

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

Check "X" below if applicable

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

Explanation **(Required)**

(7) Increase Job and Business Opportunities

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

Check "X" below if applicable

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

Explanation (Required)

Braintree has a substantial business and industrial workforce needs based upon the broad range of businesses located in and around the City. The site has immediate access to Boston via the Red Line T station. Braintree is also located along Route 3, Route 93 and Route 95 allowing residents to efficiently travel throughout the greater Boston area as their work may require. The proposed rental will have long term management & maintenance needs providing permanent employment opportunities for all income ranges. The development firm will seek out local suppliers & contractors for construction and professional services through the life of the project.

(8) Promote Clean Energy

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

Check "X" below if applicable

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

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

Explanation (Required)

The project will comply with Energy Star standards and will strive for the highest ratings in energy efficiency, water conservation and low impact development techniques.

(9) Plan Regionally

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

Check "X" below if applicable

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

Explanation (Required)

Affordable Housing availability limitations is a regional issue and greater Boston has one of the tightest housing markets in the country. We strive to provide affordable housing options which are available to local residents in Braintree as well as residents in need from the overall greater Boston area.

For further information regarding 40B applications, please contact Greg Watson, Manager, Comprehensive Permit Programs, at (617) 854.1880 or gwatson@masshousing.com

HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

Section 4: SITE CONTROL

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

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

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

Name of Proposed Project: Highlands Village

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

Owned (or ground leased) by Development Entity or Applicant

Under Purchase and Sale Agreement

Under Option Agreement

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

Grantor/Seller: Sunoco (R&M), LLC

Grantee/Buyer: Liberty Grove LLC

Grantee/Buyer is (check one):

Applicant Development Entity Managing General Partner of Development Entity

General Partner of Development Entity Other (explain) _____

Are the Parties Related? No

For Deeds or Ground Leases

Date(s) of Deed(s) or Ground Lease(s): June 14, 2017

Purchase Price: \$800,000

For Purchase and Sale Agreements or Option Agreements

Date of Agreement: Parcel B (1006 Liberty) August 23, 2019 ; Parcel C (365 Grove)

Expiration Date: Parcel B (1006 Liberty) August 24, 2020 ; Parcel C (365 Grove) November 29, 2019

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

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

Purchase Price: Parcel B (1006 Liberty) \$625,000; Parcel C (365 Grove) \$575,000

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

Yes No

If Yes, please describe current status of easement:

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

Under Purchase and Sale Agreement _____

Under Option Agreement _____

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

Grantor/Seller: _____

Grantee/Buyer: _____

Are the Parties Related? _____

For Easements

Date(s) of Easement(s): _____

Purchase Price: _____

For Easement Purchase and Sale Agreements or Easement Option Agreements

Date of Agreement: _____

Expiration Date: _____

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

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

Purchase Price: _____

Required Attachments Relating to Section 4

4.1 Evidence of Site Control (required)

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

PARCEL A

Doc#: 1,380,097 06-14-2017 2:33

Ct#: 195873

Norfolk County Land Court

MASSACHUSETTS STATE EXCISE TAX

Norfolk County Land Court

Date: 06-14-2017 @ 02:33pm

Ct#: 1274

Doc#: 1380097

Fee: \$3,648.00 Cons: \$200,000.00

QUITCLAIM DEED

Property of 352 Grove Street, Braintree, Massachusetts

SUNOCO (R&M), LLC, a Pennsylvania limited liability company with an address of

8020 Park Lane, Suite 200, Dallas, Texas 75032 ("Grantor"), for consideration paid, and in full consideration of the sum of Eight Hundred Thousand and No/100 Dollars (\$800,000.00), grants to LIBERTY GROVE LLC, a Massachusetts limited liability company, with a mailing address of 872 Mass Avenue, Suite 1-6, Cambridge, Massachusetts 02139 ("Grantee"), the receipt of such consideration being hereby acknowledged, does QUITCLAIM AND CONVEY unto Grantee, with QUITCLAIM COVENANTS, all of the real property located in Norfolk County, Massachusetts, described on Exhibit "A" attached hereto and incorporated herein, together with all benefits, privileges, easements, tenements, hereditaments thereon or in anywise appertaining thereto, and any and all right, title and interest of Grantor in and to the adjacent roads and rights-of-way (herein called the "Property").

For Grantor's title see that certain Deed dated May 22, 1959, recorded with the Norfolk Registry District of the Land Court in that certain Transfer Certificate of Title No. 63363 in Land Registration Book 317, page 163.

1. Exceptions to Title. This conveyance is subject to the following: (a) Exceptions set forth in the Commitment for Title Insurance; (b) taxes and assessments with respect to the Property for 2017 and subsequent years, and becoming due and payable after the date of this Deed, the payment of which are assumed by and are the obligation of Grantee; (c) any and all existing leases covering oil, gas or other minerals and all outstanding royalty and mineral interests in and to the oil, gas and other minerals situated in, on or under the Property, to the extent the same are valid and still in force and effect; (d) any and all covenants, conditions, easements, reservations, rights-of-way and restrictions affecting the Property (i) as evidenced by instruments filed in the public records of Norfolk County, Massachusetts, to the extent the same are valid and still in force and effect; or (ii) visible upon inspection of the Property; (e) all statutes, ordinances, regulations and laws of any municipality or other governmental authority having jurisdiction of the Property; (f) rights of parties in possession, if any, and any visible and apparent easements or rights-of-way upon or affecting the Property; and (g) any state of facts which an accurate, current survey would disclose.

2. Deed Restrictions. This conveyance is further subject to the following restrictions, which shall be binding upon Grantee and its successors and assigns, and shall inure to the benefit of Grantor and its successors and assigns, and shall be covenants running with the land:

(a) The Property shall not be used for or in connection with the sale of motor vehicle fuels or petroleum products or for use as a restaurant serving prepared Mexican food for a period of forty-five (45) years from the date of the deed of conveyance. This restriction shall run with the land.

(b) Deed Restriction

N O T

N O T

(i) Grantee covenants and agrees that the Property, or any portion thereof, shall not be used at any time within a period of thirty (30) years following the date that motor fuels ceased to be stored upon, on or under the premises or any portion thereof, for: child care, playground or recreational areas, schools (or any similar use which is intended to house, educate or provide care for children), agricultural uses, nor shall any portion thereof be used for the construction or installation of: (A) any water wells for drinking or food processing; or (B) any underground living space. This covenant shall survive delivery of the Deed and this covenant and agreement shall run with the Land herein conveyed and a similar restrictive covenant shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof (collectively, the "Deed Restrictions").

(ii) Except as expressly set forth above, the Deed Restrictions shall continue in full force and effect for a period of thirty (30) years following the date Grantee or the Grantee-Related Parties, subsequent owners, users, and occupiers of the Property, including any successors, lessees, assignees, and licensees cease to store motor fuel on the Property provided, however, if and to the extent that any of the reservations or covenants herein would otherwise be unlawful or void for violation of: (A) the rule against perpetuities; (B) the rule restricting restraints on alienation; or (C) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive the class of persons consisting of all of the lawful descendants of former U.S. President Barack Obama, living as of the date of the deed for each of the Property.

(c) Engineering and Institutional Controls

(i) Grantee agrees and acknowledges that the conveyance of the Property is subject to the following covenants of Grantee and that these covenants were a material inducement to Grantor's sale of the Property. As part of the consideration of Grantor's sale of the Property to Grantee, Grantee agrees that in developing the Property, Grantee shall, at its sole cost and expense, adopt and use all engineering and related technical assistance available and standard to the industry and any required by the Public Authority or Grantor to protect the health and safety of persons and that depending upon the nature of Grantee's development of the Property, Grantee may need to consider the use of engineering controls to prevent the migration of vapors and/or liquids containing Contamination into any buildings, underground utilities or storm water retention/detention ponds, including without limitation, vapor installation systems, vapor barriers, sealed sumps and storm pond liners. At a minimum, Grantee agrees that it will construct any buildings and develop the Property in accordance with the following requirements, which are collectively referred to as the "Engineering and Institutional Controls."

(A) Slab on Grade. Grantee agrees that all new buildings constructed on the Property shall be constructed slab on grade and shall have no living, working, storage or parking areas below grade, notwithstanding the foregoing, below grade utilities and foundations are permitted, provided that Grantee protects them from vapor or liquid intrusion by installing an appropriate vapor/liquid barrier and vapor ventilation system, if required.

N O T

N O T

(B) ~~No Water Wells.~~ Grantee agrees that it will ~~never~~ use the Property for the purpose of obtaining ~~from beneath the surface of the Property any~~ water for any reason whatsoever from ~~any~~ ground water table or ~~similar~~ water basin accessed from the Property.

(C) Cessation of Use of Existing Wells. Grantee agrees that any existing bore-water or groundwater wells located on the Property used for the purposes of obtaining water from beneath the surface of the Property, will be capped, disabled, and sealed in accordance with all applicable Environmental Laws and industry standards and will not be re-opened and used at any time and must remain capped, disabled and sealed. Notwithstanding anything to the contrary in this Deed, if no municipal water connection is available for the Property, Grantee may continue to use any existing well currently in use subject to reasonable restrictions imposed by Grantor, such as the requirement for a filtration system.

(D) Vapor Ventilation System. Grantee agrees that if, at any time, the Property is used for below grade activities other than simple storage with no residential use, Grantee will install, at its cost, into any below ground areas of the development an appropriate vapor ventilation system. Such vapor ventilation system shall be installed by a licensed contractor experienced in the installation of such systems. In addition, Grantee shall operate and maintain the vapor ventilation system to ensure that the system extracts appropriate levels of vapors so all applicable indoor air quality standards are met. Finally, Grantee shall annually test the air quality and the system to ensure the system is adequately extracting the appropriate levels of vapors to meet applicable indoor air quality standards. Such installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(E) Impervious Liner. Grantee agrees that if, at any time after the Effective Date, a new building foundation is installed on the Property ("New Foundation") that prior to commencing any construction related to the New Foundation, Grantee, at its sole cost, shall install an impervious liner under the New Foundation to act as an effective vapor barrier. Grantee shall not be required to retrofit or install an impervious liner under the existing building foundation supporting the existing building on the Property as of the Effective Date ("Existing Foundation"). However, if after the Effective Date, the Existing Foundation is demolished and a new foundation is installed to replace it, then Grantee will be responsible for installing an effective vapor barrier. Such liner shall be installed by a licensed contractor experienced in the installation of such liners. In addition, Grantee shall maintain the liner so that it remains as an effective barrier. The liner shall be of the appropriate strength and quality and be resistant to hydrocarbons and shall be installed at an appropriate level beneath ground level. Such installation and maintenance of the liner shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(F) Other Engineering and Institutional Controls to the Property which may be required by the Public Authorities, applicable laws, rules and regulations and/or recommended by the Grantee's Remediation Contractor.

C O P Y C O P Y

(ii) Grantee's agreement to install the Engineering and Institutional Controls is a material inducement to Grantor in the sale of the Property to Grantee.

(iii) Grantee's agreement to install any of the Engineering and Institutional Controls shall be specifically enforceable against the applicable Grantee Related Parties. If Grantee, or any applicable Grantee-Related Party breaches these provisions regarding Engineering and Institutional Controls, Grantor shall have the right to enforce every remedy, either public or private, available at law and in equity against the Grantee and the applicable Grantee-Related Parties, including but not limited to injunctive relief and specific performance. All remedies provided herein, including without limitation, those at law or in equity, shall be cumulative and not exclusive. Any purchaser or successor owner of the Property shall take title to the Property subject to the terms of these Engineering and Institutional Controls.

(iv) All of the covenants and agreements of Grantee set forth herein regarding the Engineering and Institutional Controls shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof, without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure these Engineering and Institutional Controls from any subsequent purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property and these Engineering and Institutional Controls shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

(d) Maintenance of Records

(i) After Closing, Grantee shall maintain daily inventory and Tank maintenance records for the Property as required to comply with all applicable laws, rules and regulations. Grantee shall deliver legible copies of such records to Seller within two (2) days of Seller's request for such records. Seller shall have the right to review these records as Seller deems necessary. Following the Closing, Grantee agrees to continue to use, maintain, repair and keep in good order the existing remote monitoring system (e.g. a Veeder-Root system) or a comparable monitoring system for the Tanks and lines located on the Property. Within thirty (30) days after Seller's request, Grantee shall deliver to Seller legible copies of "as built" surveys or construction plans which show the location of any Tanks, any underground piping or other improvements installed or constructed by Grantee.

(ii) All of the covenants and agreements of Grantee set forth herein regarding the Maintenance of Records shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall

not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to maintain these records from any subsequent purchaser, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property and this obligation to maintain records shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

(e) Definitions. The following definitions are used in this Deed:

(i) "Contamination" means the presence at, on, under, originating or migrating from any Property of any chemical, compound, material, substance or other matter that: (A) is a flammable, corrosive, explosive, hazardous, toxic or regulated material, waste, or other injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials, including, but not limited to, asbestos, hydrocarbons, petroleum, petroleum additive or petroleum products, natural gas or gas compounds, volatile or semi-volatile organic or chemical compounds, including methyl tertiary butyl ether, polychlorinated biphenyl, herbicides, insecticides, or fungicides, or metals; or (B) is controlled, designated in, regulated or governed by any applicable Environmental Law. Contamination shall also include any previously unknown Contamination, and any increase in existing Contamination or previously unknown Contamination.

(ii) "Covered Contamination" means Contamination of a specific type and amount that satisfies all of the following conditions: (A) was disclosed in the Baseline Report, (B) existed at, on, under, originated or migrated from the Property prior to the Effective Date, (C) was caused by, resulted from or arose from Seller's operations prior to the Effective Date, and (D) is required to be remediated to industrial/commercial standards by the Public Authorities pursuant to Environmental Laws existing and enforceable on the Effective Date.

(iii) "Environmental Law" or "Environmental Laws" means any and all federal, state, or local laws, statutes, ordinances, rules, decrees, orders, or regulations relating to the environment, hazardous substances, hazardous materials, hazardous waste, toxic substances, pollutants or words of similar import, or environmental conditions at, on, under, or originating or migrating from the Property, or soil, water and groundwater conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, et seq., the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 42 U.S.C. § 1251 et seq., and the Federal Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., any amendments to the foregoing, and any similar federal, state or local laws, statutes, ordinances, rules, decrees, orders or regulations.

(iv) "Grantee-Related Parties" means Grantee, its parent, subsidiaries, divisions, affiliates, and their respective owners, officers, directors, employees, agents, representatives,

contractors, invitees, servants, successors or assigns, its heirs and representatives and any lessee, licensee, occupier, user or subsequent owner of the Property. N

O F F I C I A L O F F I C I A L

(v) "Grantor-Related Parties" means Grantor, its parent, subsidiaries, and affiliates and their respective owners, officers, directors, employees, agents, divisions, contractors, invitees, servants, representatives, successors and assigns.

(v) "Public Authority" or "Public Authorities" means any governmental (federal, state, local or other), regulatory, judicial, or other competent authority, including without limitation, an authority responsible for the administration or collection of any tax; a body or self-regulating entity responsible for the administration of Environmental Laws; a body or self-regulating entity responsible for any or all parts of the energy sector; and a body or self-regulating entity responsible for planning and related legislative activities. "Public Authority" includes any person appointed by any of the foregoing to carry out an investigation or an inquiry.

3. Acceptance of Property.

(a) GRANTEE SPECIFICALLY ACKNOWLEDGES THAT IT UNDERSTANDS THAT THE PROPERTIES HAVE BEEN USED FOR COMMERCIAL PURPOSES INCLUDING THE STORAGE, DISTRIBUTION AND MARKETING OF MOTOR FUELS, PETROLEUM, PETROLEUM BASED PRODUCTS AND OTHER CHEMICALS, AND THAT THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO SOIL AND SUB-SOIL OF THE PROPERTY AND SOIL, AIR, LAND, GROUNDWATER AND WATER, ON, UNDER, NEAR OR ADJACENT THERETO AND DRAINS, SEWERS, PIPES, WATER COURSES AND WATER TABLES AT, ON, UNDER OR IN THE VICINITY OF THE PROPERTY MAY HAVE BEEN CONTAMINATED OR IMPACTED BY OIL OR OTHER CONTAMINATION.

(b) GRANTOR AND ITS STATE-LICENSED BROKERS OF RECORD, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, DISCLOSE TO GRANTEE, AND GRANTEE UNDERSTANDS AND ACKNOWLEDGES, THAT THE GRANTOR MAY NOT HAVE COMPLETE KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY (EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN), GRANTOR AND ITS BROKERS, CONSULTANTS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, HEREBY DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (A) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY CONDITION ARISING IN CONNECTION WITH THE GENERATION, USE, TRANSPORTATION, STORAGE, RELEASE, OR DISPOSAL OF PETROLEUM PRODUCTS, TOXIC OR HAZARDOUS SUBSTANCES, ON AND UNDER, ABOVE, UPON, OR IN THE VICINITY OF THE PROPERTY, AND ITS IMPACT ON WATER, SOIL AND GEOLOGY; (B) THE SUITABILITY OF THE PROPERTY AND ITS WATER, SOIL AND GEOLOGY FOR ANY ACTIVITIES AND USE THAT THE GRANTEE MAY ELECT TO CONDUCT; (C) THE EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, EASEMENT, LICENSE, RESERVATION, OR CONDITION IN

CONNECTION WITH THE PROPERTY; (D) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE LAWS, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, INCLUDING WITHOUT LIMITATION, COMPLIANCE WITH ANY LAND USE, AMERICANS WITH DISABILITIES ACT, WETLAND, OR ZONING LAW OR REGULATION, OR APPLICABLE ENVIRONMENTAL OR COASTAL LAWS, RULES, ORDINANCES, AND REGULATIONS; (E) TITLE TO OR THE BOUNDARIES OF THE PROPERTY; AND (F) THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE STRUCTURAL, MECHANICAL AND ENGINEERING CHARACTERISTICS OF THE IMPROVEMENTS TO THE PROPERTY.

(c) THE SALE OF THE PROPERTY IS ON AN "AS IS, WHERE IS, WITH ALL FAULTS," BASIS, AND GRANTEE EXPRESSLY AGREES THAT THE GRANTOR, ITS BROKERS, CONSULTANTS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. GRANTEE, BY ACCEPTING DELIVERY OF THIS DEED, PURCHASED THE PROPERTY BASED ON ITS OWN INVESTIGATIONS, AND, BY ACCEPTING TITLE TO ALL OR PART OF THE PROPERTY, ACKNOWLEDGES THAT IT HAS CONDUCTED SUCH INVESTIGATION AS IT HAS DEEMED NECESSARY OR ADVISABLE AND THAT GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS OF GRANTOR OR ITS AGENTS WHATSOEVER. ANY AND ALL OTHER INFORMATION PROVIDED BY THE GRANTOR, NRC REALTY & CAPITAL ADVISORS, LLC ("NRC"), THEIR COUNSEL AND/OR THEIR BROKERS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, IS BASED IN PART UPON INFORMATION AND MATERIALS OBTAINED FROM SOURCES DEEMED RELIABLE WITHOUT INDEPENDENT VERIFICATION. GRANTEE HAS RELIED SOLELY ON ITS OWN ESTIMATES AND STUDIES. NO WARRANTY OR REPRESENTATION, IMPLIED, IS MADE BY THE GRANTOR, NRC, OR THEIR BROKERS, EMPLOYEES AND AGENTS, AS TO THE ACCURACY OR COMPLETENESS OF ANY OR ALL SUCH INFORMATION.

4. Covenants Running with the Land. The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties hereto, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable.

5. Conveyance. This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts.

[signature pages follow]

EXECUTED under seal this the 8th day of June, 2017 (the "Effective Date").

A N
O F F I C I A L
C O P Y

A N
G R A N T O R
O F F I C I A L
C O P Y
SUNOCO (R&M), LLC,
a Pennsylvania limited liability company
DOC 1082330

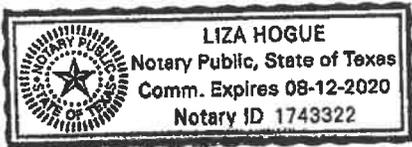
By: Rich Hatch
Printed Name: Richard J. Hatch, Authorized Signatory
Title: Vice President – Real Estate

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on June 8th, 2017, by Richard J. Hatch, ~~is~~, Vice President – Real Estate of SUNOCO (R&M), LLC, a Pennsylvania limited liability company, on behalf of said company.

[Signature]
Notary Public, State of Texas



[Grantee's Signature Follows]

GRANTEE: NOT
AN
OFFICIAL
COPY

NOT
AN
LIBERTY GROVE LLC
a Massachusetts limited liability company

By: [Signature]
Printed Name: George Clements
Title: Manager

Commonwealth of Massachusetts
County of Plymouth

On this 13th of June, 2017, before me, Scott J. Clifford the undersigned notary public, personally appeared George Clements (name of document signer), as Manager for Liberty Grove LLC, a Massachusetts limited liability company, proved to me through satisfactory evidence of identification, which were driver's license, 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 said Manager for said Liberty Grove LLC, a Massachusetts limited liability company.



SCOTT J. CLIFFORD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 23, 2017

Notary Public: [Signature]

My Commission Expires: 6-23-17

N O T EXHIBIT "A" N O T
A N THE PROPERTY A N
O F F I C I A L O F F I C I A L

That certain parcel of land ~~is~~ situate in Braintree in the County of Norfolk and said Commonwealth of Massachusetts, bounded and described as follows:

- | | |
|---------------|--|
| Northwesterly | by Liberty Street, fifty four and 12/100 (54.12) feet; |
| Northerly | by the junction of said Liberty Street and Grove Street;
one hundred eighty and 81/100 (180.81) feet; |
| Northeasterly | by said Grove Street, ninety and 31/100 (90.31) feet; |
| Southeasterly | by Lot A14 as indicated on said plan, three hundred eighty
(380) feet; |
| Southerly | by Lots numbered 54, 35, 34 and 28, as indicated on said
plan, two hundred forty three and 32/100 (243.32) feet;
and |
| Northwesterly | by Lot A12 as indicated on said three hundred sixty
and 88/100 (360.88) feet; and |
| Southwesterly | sixty seven (67) feet, by Lot A12, as indicated on said plan. |

Said parcel is shown as lot numbered 55 on a plan drawn by Gilbert & Maloney, Engineers, dated March 25, 1959, as approved by the Land Court, filed in the Land Registration Office as Plan No. 16377-14, with Certificate 63363.

PARCEL B



MASSACHUSETTS ASSOCIATION OF REALTORS®

STANDARD RESIDENTIAL PURCHASE AND SALE AGREEMENT [#503]
(With Contingencies)

The parties make this Agreement this 08/23/2019 day of This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties:

Eugene K. Mclsaac, Linda A. Mclsaac [insert name], the "SELLER," agrees to sell and Liberty Grove, LLC, George Clements, Manager [insert name], the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of:

(a) the land with any and all buildings thereon known as 1006 Liberty Street, Braintree, MA 02184

as more specifically described in a deed recorded in the Norfolk Registry of Deeds at Book 608, Page 4, [Certificate No.], a copy of which is [X] is not [choose one] attached; and

(b) all structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarm systems, mantelpieces, wall-to-wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers; and the following built-in components, if any: air conditioners, vacuums systems, cabinets, shelves, bookcases and stereo speakers, and but excluding

[insert references to refrigerators, dishwashers, microwave ovens, washing machines, dryers or other items, where appropriate]

3. Purchase Price: The purchase price for the Premises is \$625,000.00 dollars of which \$ were paid as a deposit with Contract To Purchase; and \$ 1,000.00 are paid with this Agreement; \$ are to be paid; and \$ 624,000.00 are to be paid at the time for performance by bank's, cashier's, treasurer's or certified check or by wire transfer. \$ 625,000.00 Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Cusack & Associates, Inc., as escrow agent, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a

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Form No. 503

dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs. [If interest is to accrue on escrowed funds, indicate to whom it shall be paid.]

5. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 2 o'clock P. m. on the _____ day of 08/24/2020 or sooner, _____, at the Norfolk Registry of Deeds, or at such other time and place as is mutually agreed in writing. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Rights and obligations in party walls;
- (e) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- (f) Utility easements in the adjoining ways;
- (g) Matters that would be disclosed by an accurate survey of the Premises; and
- (h) _____

[insert in (h) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney,

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relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that N/A [insert name], a real estate broker, is seeking a fee from _____ [name of listing broker, seller or buyer, if applicable] for services rendered as a seller's subagent buyer's agent facilitator (non-agent) [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

15. **Buyer's Default.** If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

16. **Buyer's Financing.** ~~(Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for mortgage financing in the amount of \$ _____ at prevailing rates, terms and conditions by _____. The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within BUYER'S control. If, despite such diligent efforts, the BUYER has been unable to obtain such written commitment, the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by _____ and acted reasonably promptly in providing any additional information requested by the mortgage lender.~~

17. **Inspections/Survey.** ~~(Delete if Waived) The BUYER has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of SELLER. Notwithstanding the foregoing, the BUYER has _____ days from the date of this Agreement to complete inspection of _____ by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.~~

18. **Lead Paint Laws.** For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subjected to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with

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and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this agreement and which is the subject of a Title Standard or Practice of the Real Estate Bar Association for Massachusetts, formerly known as the Massachusetts Conveyancers Association, at the time of performance shall be governed by the Standard of Practice of the Massachusetts Real Estate Bar for Massachusetts.

23. **Additional Provisions.**

Purchase is subject to buyer securing permits to construct multi unit housing project. Closing in 12 months or sooner. Owner may exercise extension for (2) 6 month periods provided buyer is diligently pursuing permits.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

[Signature] 08/23/2019 Eugene K. McIsaac 9-5-2019
BUYER Liberty Grove, LLC, George Clements, Date SELLER Eugene K. McIsaac Date

[Signature] Linda A. McIsaac 9/5/2019
BUYER Date SELLER, or spouse Linda A. McIsaac Date

BUYER Date SELLER, or spouse Date

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

ESCROW AGENT or representative Date
Cusack & Associates, Inc.

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Form No. 503

PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 - (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
 - (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (check documents below).
 - Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance
 - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

- (c) Purchaser or lessee purchaser has received copies of all documents circled above.
- (d) Purchaser or lessee purchaser has received no documents.
- (e) Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.
- (f) Purchaser or lessee purchaser has (check (i) or (ii) below):
 - (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (g) Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.
- (h) Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous level of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law -- either through full deleading or interim control -- if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Eugene K. McIsaac 9-5-2019
 Seller Date

Linda A. McIsaac 9/5/2019
 Seller Date

Eugene K. McIsaac 08/23/2019
 Purchaser Date

Linda A. McIsaac

Robert M. Cusack 08/23/2019
 Purchaser Date

Liberty Grove, LLC, George Clements, Manager
 Purchaser Date

Robert M. Cusack
 Agent

Agent Date

Robert Cusack Date

Address of Property 1006 Liberty Street, Braintree, MA 02184, Braintree, MA 02184-7302

CLPPP Form 94-3, 6/30/94, Rev. 9/02

dotloop verified
 08/23/19 2:18 PM EDT
 XQ9N-P4HJ-000N-SFDU

PARCEL C

CONTRACT TO PURCHASE REAL ESTATE #501 (Page 1 of 2)

(With Contingencies)
(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)



MASSACHUSETTS ASSOCIATION OF REALTORS

From: BUYER(S): Name(s): Clements Investments
Address: 63 Monatiquot Ave Braintree MA 02184-4640
To: OWNER OF RECORD ("SELLER"): Name(s): Address:

The agent Robert M. Cusack is operating in this transaction as:
[X] Buyer's Agent [] Seller's Agent [] Facilitator [] Dual Agent
This provision does not eliminate the requirement to have a signed Mandatory Real Estate Licensee-Consumer Relationship. It acts to satisfy Standard of Practice 16-10 in the REALTOR Code of Ethics.

The BUYER offers to purchase the real property described as 365 Grove St Braintree, MA 02184-7323 together with all buildings and improvements thereon (the "Premises") to which I have been introduced by upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$575,000.00 to the SELLER for the purchase of the Premises (the "Offer"), due as follows:

- i. \$1,000.00 as a deposit to bind this Offer and delivered herewith to the Seller or Seller's agent [X] or to be delivered forthwith upon receipt of written acceptance
ii. \$56,500.00 as an additional deposit upon executing the Purchase And Sale Agreement;
iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

2. Duration Of Offer. This Offer is valid until 12 a.m. / [X] p.m. on September 21, 2019 by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER. Upon written notice to the BUYER or BUYER'S agent of the SELLER'S acceptance, the accepted Offer shall form a binding agreement. Time is of the essence as to each provision.

3. Purchase And Sale Agreement. The SELLER and the BUYER shall, on or before 2 a.m. / [X] p.m. on October 18, 2019 execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at 3 a.m. / [X] p.m. on November 29, 2019 at the Norfolk County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. Escrow. The deposit shall be held by Berkshire Hathaway as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a pending lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:

a. Mortgage. (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$ at prevailing rates, terms and conditions by The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control. If, despite reasonable efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this agreement by giving written notice that is received by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been received, this condition is deemed waived. In the event that due notice has been received, the obligations of the parties shall cease and this agreement shall be void; and all monies deposited by the BUYER shall be returned. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted one application by and acted reasonably promptly in providing additional information requested by the mortgage lender.



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CONTRACT TO PURCHASE REAL ESTATE #501 (Page 2 of 2)
(With Contingencies)



MASSACHUSETTS ASSOCIATION OF REALTORS

~~b. Inspections. (Delete if Waived) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, energy usage/efficiency, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost by _____. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.~~

7. Representations/Acknowledgments. The BUYER acknowledges receipt of an agency disclosure, lead paint disclosure (for residences built before 1978), and Home Inspectors Facts For Consumers brochure (prepared by the Office of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: (if none, write "NONE"):
None

8. Buyer's Default. If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

9. Additional Terms.

BUYER Clemens Investments Date 9-19-19 BUYER _____ Date _____
[Signature] [Signature]

SELLER'S REPLY

SELLER(S): (check one and sign below)
 (a) ACCEPT(S) the Offer as set forth above at _____ a.m. / p.m. on this 20th day of September, 2019
 (b) REJECT(S) the Offer.
 (c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms: _____

This Counteroffer shall expire at _____ a.m. / p.m. on _____ if not withdrawn earlier.

Dannica Currie
SELLER or spouse



SELLER _____ Date _____

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY

The BUYER: (check one and sign below)
 (a) ACCEPT(S) the Counteroffer as set forth above at _____ a.m. / p.m. on this _____ day of _____
 (b) REJECT(S) the Counteroffer.

BUYER _____ Date _____ BUYER _____ Date _____

RECEIPT FOR DEPOSIT

I hereby acknowledge receipt of a deposit in the amount of \$ _____ from the BUYER this _____ day of _____

Escrow Agent or Authorized Representative



PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (check documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

(c) Purchaser or lessee purchaser has received copies of all documents circled above.

(d) Purchaser or lessee purchaser has received no documents.

(e) Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.

(f) Purchaser or lessee purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(g) Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.

(h) Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law -- either through full deleading or interim control -- if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____ Date _____

[Signature] 9.10.19

Purchaser _____ Date _____

Alexander Theocles dotloop verified 09/20/19 4:30 PM EDT HBNS-MZPK-PVVC-BOHD

Agent _____ Date _____

Darnica Currie dotloop verified 09/20/19 4:34 PM EDT JARL-W3UG-JHRY-OLSY

Seller _____ Date _____

Purchaser _____ Date _____

[Signature] 9.10.19.

Agent _____ Date _____

Robert Cusack

Address of Property 365 Grove St, Braintree, MA 02184-7323

Section 5: FINANCIAL INFORMATION

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

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

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

Name of Proposed Project: Highlands Village

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

Sources

Description	Source	Budgeted
Private Equity	Owner's Cash Equity	5,000,000.00
Private Equity	Tax Credit Equity	
Private Equity	Developer Fee Contributed or Loaned	1,000,000.00
Private Equity	Developer Overhead Contributed or Loaned	
Other Private Equity		
Public/Soft Debt		
Subordinate Debt		
Permanent Debt	South Shore Bank	18,500,000.00
Permanent Debt		
Construction Debt	<i>For informational purposes only, not to be included in Sources total</i>	
Additional Source (please identify)		
Additional Source (please identify)		
Total Sources		\$24,500,000.00

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.	2,000,000

Uses (Costs)

Item	Budgeted
Acquisition Cost (Actual)	
Actual Acquisition Cost: Land	2,000,000.00
Actual Acquisition Cost: Buildings	0.00
Subtotal Acquisition Costs	2,000,000.00
Construction Costs–Building Structural Costs (Hard Costs)	
Building Structure Costs	12,000,000.00
Hard Cost Contingency	625,000.00
Subtotal – Building Structural Costs (Hard Costs)	12,625,000.00
Construction Costs–Site Work (Hard Costs)	
Earth Work	550,000.00
Utilities: On Site	150,000.00
Utilities: Off-Site	25,000.00
Roads and Walks	150,000.00
Site Improvement	125,000.00
Lawns and Planting	75,000.00
Geotechnical Condition	15,000.00
Environmental Remediation	25,000.00
Demolition	45,000.00
Unusual Site Conditions/Other Site Work	250,000.00
Subtotal –Site Work (Hard Costs)	1,410,000.00
Construction Costs–General Conditions, Builders Overhead and Profit (Hard Costs)	
General Conditions	1,300,000.00
Builder's Overhead	1,050,000.00
Builder's Profit	250,000.00
Subtotal – General Conditions Builders Overhead and Profit (Hard Costs)	2,600,000.00
General Development Costs (Soft Costs)	
Appraisal and Marketing Study <i>(not 40B "as is" appraisal)</i>	5,000.00
Marketing and Initial Rent Up <i>(include model units, if any)</i>	200,000.00
Real Estate Taxes <i>(during construction)</i>	30,000.00
Utility Usage <i>(during construction)</i>	25,000.00
Insurance <i>(during construction)</i>	140,000.00
Security <i>(during construction)</i>	25,000.00
Inspecting Engineer	40,000.00

Budgeted

General Development Costs (Soft Costs) - Continued

Fees to Others	0.00
Construction Loan Interest	900,000.00
Fees to Construction Lender	100,000.00
Fees to Permanent Lender	100,000.00
Architecture/Engineering	350,000.00
Survey, Permits, etc.	250,000.00
Clerk of the Works	75,000.00
Construction Manager	200,000.00
Bond Premiums (Payment/Performance/Lien Bond)	140,000.00
Environmental Engineer	20,000.00
Legal	100,000.00
Title (including title insurance) and Recording	25,000.00
Accounting and Cost Certification (incl. 40B)	25,000.00
Relocation	0.00
40B Site Approval Processing Fee	2,500.00
40B Technical Assistance/Mediation Fund Fee	4,350.00
40B Land Appraisal Cost (as-is value)	3,500.00
40B Final Approval Processing Fee	2,500.00
40B Subsidizing Agency Cost Certification Examination Fee	0.00
40B Monitoring Agent Fees	15,000.00
MIP	
Credit Enhancement	
Letter of Credit Fees	
Other Financing Fees: Tax Credit Allocation Fee	
Other Financing Fees - <i>PREPARED EQUITY</i>	700,000.00
Development Consultant	150,000.00
Other Consultants (describe) <u>Lottery</u>	25,000.00
Other Consultants (describe) _____	
Syndication Costs	
Soft Cost Contingency	200,000.00
Other Development (Soft) Costs	150,000.00
Subtotal - General Development Costs (Soft Costs)	4,007,850.00
Developer Fee and Overhead	
Developer Fee	1,150,000.00
Developer Overhead	
Subtotal - Developer Fee and Overhead	1,150,000.00
Capitalized Reserves	
Development Reserves	
Initial Rent-Up Reserves	
Operating Reserves	600,000.00
Net Worth Account	
Other Capitalized Reserves	
Subtotal - Capitalized Reserves	600,000.00

Summary of Subtotals

Item	Budgeted
Acquisition: Land	2,000,000.00
Acquisition: Building	0.00
Building Structural Costs (Hard Costs)	12,625,000.00
Site Work (Hard Costs)	1,410,000.00
General Conditions, Builder's Overhead, Profit (Hard Costs)	2,600,000.00
Developer Fee and Overhead	1,150,000.00
General Development Costs (Soft Costs)	4,007,850.00
Capitalized Reserves	600,000.00
Total Development Costs (TDC)	24,392,850.00
Summary	
Total Sources	24,500,000.00
Total Uses (TDC)	24,392,850.00

Projected Developer Fee and Overhead*: \$1,150,000

Maximum Allowable Developer Fee and Overhead**: \$1,365,000

Projected Developer Fee and Overhead equals ~~85.4~~ 85% of Maximum Allowable Fee and Overhead

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

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

Initial Unit/Rent Schedule

Affordable Units @ 80% AMI	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	2	15	5	2	
Number Square Feet	518 - 585	752 - 811	975	1106 - 1150	
Monthly Rent	\$1,417	\$1,598	\$1,765	\$1,925	
Utility Allowance	\$144	\$187	\$242	\$305	

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

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

SEE ATTACHED RENT & UTILITY ALLOWANCE INFORMATION

Market Rate Units	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	5	44	15	8	
Number Square Feet	518 - 585	752 - 811	975	1106 - 1150	
Monthly Rent	\$1,613	\$1,880 - \$2,043	\$2,438	\$2,875	

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

Item	Notes	Amount
Permanent Debt Assumptions	75% Of TDC	\$18,500,000
Loan Amount	Lender:	
Annual Rate	4.375%	
Term	30 Years	
Amortization	30 Years	
Lender Required Debt Service Coverage Ratio	1.25	
Gross Rental Income		\$2,342,422
Other Income (utilities, parking)		0
Less Vacancy (Market Units)	5% (vacancy rate)	\$93,435
Less Vacancy (Affordable Units)	5% (vacancy rate)	\$23,686
Gross Effective Income		\$2,225,301
Less Operating Expenses	Per Unit: \$5,939	\$ 570,144
Net Operating Income		\$1,655,094
Less Permanent Loan Debt Service		\$ 1,119,098
Cash Flow		\$ 535,996
Debt Service Coverage		1.47

Describe "other income": _____

Rental Operating Expense Assumption

Item	Notes	Amount
Assumed Maximum Operating Expenses	Calculated based on Net Operating Income, Debt Service and required Debt Service Coverage listed above.	\$826,428
Assumed Maximum Operating Expense/Unit*	Number of Units:	\$8,608

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

Required Attachments Relating to Section 5

5.1 New England Fund Lender Letter of Interest

Please attach a Letter of Interest from a current Federal Home Loan Bank of Boston (FHLBB) member bank regarding financing for the proposed development.

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

5.2 Market Rental Comparables (required)

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

5.3 Market Study (if requested)

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



your resource for Affordable Housing



MAXIMUM PROPERTY RENTS

YEAR: **2019 Income Limits**

PROPERTY: **Highlands Village - Proposed**

FMR AREA: **Boston**

FINANCING PROGRAM: **DHCD**

Utility Allowance: **Braintree Housing Authority** Effective: **5/1/2019**

Boston	Household Size	80% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
Studio	1	\$62,450	\$5,204	\$1,561	\$144	\$1,417
1 Bedroom	2	\$71,400	\$5,950	\$1,785	\$187	\$1,598
2 Bedroom	3	\$80,300	\$6,691	\$2,007	\$242	\$1,765
3 Bedroom	4	\$89,200	\$7,433	\$2,230	\$305	\$1,925

* 30% of Median

Tenant Paid Utilities --- Per Bedroom Count				
	One	Two	Three	Studio
Heat Gas	\$48	\$56	\$68	42
Cooking-Electric	\$11	\$15	\$19	9
Other Electric	\$38	\$52	\$64	30
Water Heat-Gas	\$11	\$15	\$18	9
Water	\$29	\$38	\$50	20
Sewer	\$50	\$66	\$86	34
Other	\$0	\$0	\$0	0
Total	\$187	\$242	\$305	\$144

Completed By: MCO Date: 8/30/2019

Summary Allowance for Tenant-Furnished Utilities and Other Services

Locality: **Braintree Housing Authority** BELD / National Grid Date: **effective 5/1/19**

6008 AHDD Unit Type	Monthly Dollar Allowances							
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Mobile Home (Manufactured Home)*								
a. Natural Gas	41	49	63	81	102			
b. Electric	36	44	56	72	91			
c. Bottle Gas	92	111	143	183	229			
d. Oil	83	100	129	166	207			
High-Rise with Elevator								
a. Natural Gas	42	48	56	68	77	97	111	126
b. Electric	33	40	49	61	75	88	101	114
Row House/Garden Apt (Rowhouse/Townhouse)*								
a. Natural Gas	40	54	73	91	110	128	148	167
b. Electric	36	48	65	81	98	114	131	149
c. Bottle Gas	91	122	165	205	249	289	332	376
d. Oil	82	110	149	186	225	262	301	340
Two-Three Family/Duplex (Semi-Detached)*								
a. Natural Gas	49	63	83	104	122	138	159	180
b. Electric	44	56	74	92	108	123	142	160
c. Bottle Gas	110	142	188	234	274	311	358	405
d. Oil	100	129	170	211	248	282	324	366
Older Multi-Family (Low Rise)*								
a. Natural Gas	44	57	77	95	114	131	150	170
b. Electric	39	51	68	84	101	116	134	151
c. Bottle Gas	99	129	173	213	257	295	339	383
d. Oil	89	117	156	193	232	267	306	346
Older Home Converted (Semi Detached)*								
a. Natural Gas	47	60	80	99	119	133	153	173
b. Electric	42	53	71	88	106	118	136	154
c. Bottle Gas	105	135	181	224	267	299	344	389
d. Oil	95	122	163	203	242	271	312	352
Single Family Detached								
a. Natural Gas	53	72	87	109	124	144	165	187
b. Electric	48	64	77	97	110	128	147	166
c. Bottle Gas	120	163	195	246	278	323	372	420
d. Oil	109	147	177	222	252	293	336	380
All Unit Types-Cooking								
a. Natural Gas	7	9	12	15	18	20	23	26
b. Electric	9	11	15	19	23	25	29	32
c. Bottle Gas	16	20	27	33	41	44	51	58
All Unit Types-Electricity	30	38	52	64	79	85	98	111
All Unit Types-Water Heat								
a. Natural Gas	9	11	15	18	23	24	28	32
b. Electric	11	14	19	23	29	31	36	41
c. Bottle Gas	19	25	33	41	51	55	63	71
d. Oil	16	21	28	35	43	46	53	60
Range (Tenant Owned)	4	4	5	5	5	5	5	5
Refrigerator (Tenant Owned)	4	4	4	5	5	5	5	5
Water	20	29	38	50	57	66	75	84
Sewer	34	50	66	86	98	114	129	144



South Shore Bank

August 22, 2019

Mr. George Clements
Liberty Grove, LLC
63 Monatiquot Avenue
Braintree, MA 02184

Re: 357 Grove Street & 1006 Liberty Street, Braintree

Dear Mr. Clements:

Thank you for the opportunity to discuss the possibility of working with you on an upcoming development opportunity. We understand that you are planning to redevelop the sites at 357 Grove Street and 1006 Liberty Street, Braintree, MA into approximately 87 apartment units to be known as Highlands Village and to be permitted under Chapter 40B with a mix of 1, 2 and 3 bedroom units and with 25% designated as affordable units.

South Shore Bank ("SSB") is a member in good standing with the Federal Home Loan Bank of Boston ("FHLBB") and has financed numerous projects approved under Chapter 40B and would utilize funding under the New England Fund ("NEF") program for your project. We have reviewed your preliminary plans and the project appears to be financially feasible and eligible for the NEF program.

Please understand that this letter does not represent a commitment to lend as additional due diligence and approval is still required. We look forward to speaking with you further about financing this project and look forward to working with you as the permitting and other details progress. Please do not hesitate to contact me at (781) 682-3276 with any questions or comments.

Sincerely,

Michael R. Healy
Senior Vice President

**SUMMARY APPRAISAL REPORT OF
THE PROPERTY LOCATED AT**

365 Grove Street - Highlands Village

Braintree, MA 02184

as of

09/24/2019

for

365 Grove Street - Highlands Village
MCO Housing Services, LLC

by

CUSACK & ASSOCIATES, INC.

89 Hancock Street, Suite 102
Braintree, MA 02184



CUSACK & ASSOCIATES
Real Property Appraisers & Consultants

Highland Village Market Rent Report

Highlands Village is a proposed 96 unit apartment complex at the corner of Grove and Liberty Street in Braintree, MA. These will be a mixture of apartments including studios from 518 SF, one bedrooms with sizes ranging from 751 SF up to 811 SF, 2 bedroom units with approximately 975 SF and 3 bedroom units with 1,150+- SF.

The Town of Braintree is a very desirable area for homebuyers and renters alike. Major features of the area driving both home values and apartment rentals include the following:

- Close proximity to Boston (10 miles) and other major areas of employment
- Convenience to major highway access- Routes 3, 95 and 93.
- Both MBTA Red line and commuter rail access at Braintree and Holbrook/Randolph stations within minutes
- Highly rated public schools
- Many restaurants and stores to choose from within 2 miles.

Comparable complexes in the Town of Braintree include Ridge at Blue Hills located at 800 West St., Braintree, Landing 53 located at 25 Commercial St., Braintree and Liberty Park Apartments located at 1 Matthew Ln., Braintree, all located within 3 miles of Highland Village. Most weight for market rents were assigned to these complexes, due to location, style and overall utility to Highlands Village. Other rental comparables have been added where limited comps exist. These included Captains Cove located at 133 Commander Shea Blvd., Quincy and a unit located at 71 Brackett St., Quincy.



CUSACK & ASSOCIATES
Real Property Appraisers & Consultants

Comparable Rentals

Actual Market rents per unit style:

Studio units

Landing 53	576 SF	rents at \$1725-\$ 1750 / month
Captains Cove in Quincy	505 SF	rents at \$1,350 /month
133 Commander Shea Blvd Unit 300		

One Bedroom units app. 750 SF

Landing 53	703 SF	rents at \$2,050/ month
Liberty Park	651 SF	rents at \$1,795/month

Larger one Bedroom units app. 810 SF

Ridge at Blue Hills	915-989 SF	rents at \$1,969-\$2,025 /month
Liberty Park	805 SF	rents at \$ 1,890-\$1,960/month

Three Bedroom units app. 1,235 SF

Liberty Park	1,245 SF	rents at \$2,905-\$2,935 /month
71 Brackett St. U-4 Quincy	1,800 SF	rents at \$2,900/month



CUSACK & ASSOCIATES
Real Property Appraisers & Consultants

Proposed Estimated Market rents for Highland Village apartments:

Studios	\$1650/ month
1 BR/ 751 SF	\$1900/month
1 BR/ 810 SF (w/den)	\$2,100 /month
2 BR/ 975 SF	\$2,500/month
3 BR/ 1,150 SF	\$2,850/month

Please call with any questions.

Thank You,

A handwritten signature in black ink, appearing to read 'Robert M. Cusack', written over a horizontal line.

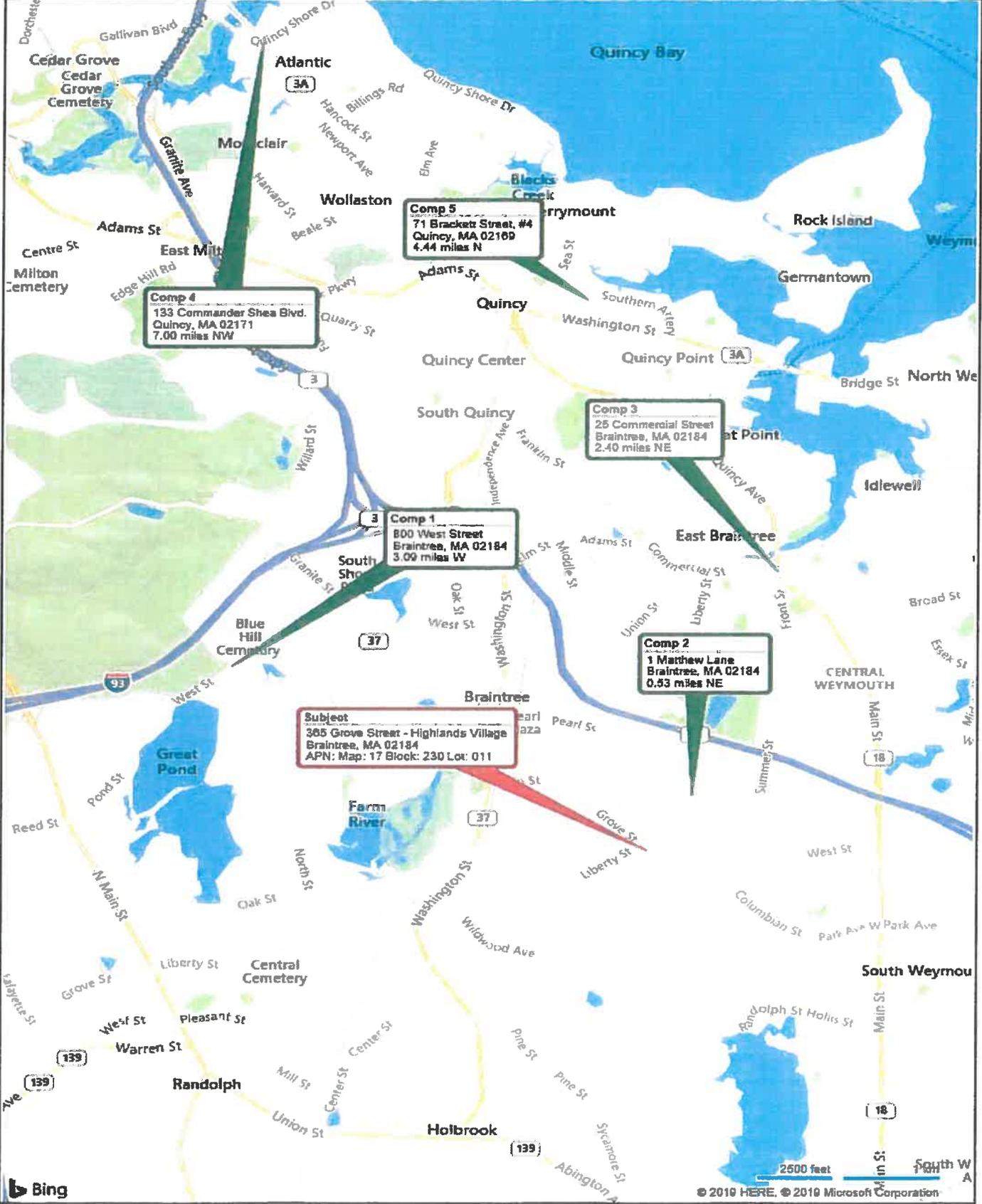
Robert M. Cusack

MA Certified Residential Appraiser #4293

Effective date of market survey 9/24/2019

Location Map

Borrower or Owner	Highland Village			
Property Address	365 Grove Street - Highlands Village			
City	Braintree	County	Norfolk	
		State	MA	
Client	365 Grove Street - Highlands Village		Zip Code	02184



Landing 53

\$1,725 - 2,575

Home / Massachusetts / Braintree / Landing 53

5 Days Ago



2 BRs	2 BAs	\$2,505	1,015 Sq Ft	2F-219/319- ONE MONTH RENT FREE!!!	Available Now
2 BRs	2 BAs	\$2,505	1,015 Sq Ft	2H-327 ONE MONTH RENT FREE!!!	Available Now
2 BRs	2 BAs	\$2,505	1,020 Sq Ft	2Q-323-ONE MONTH RENT FREE!!!	Available Now
Studio	1 BA	\$1,775	576 Sq Ft	SA-314-ONE MONTH RENT FREE!!!	Oct 15
1 BR	1 BA	\$2,050	703 Sq Ft	1B-512-ONE MONTH RENT FREE!!!	Oct 15
2 BRs	2 BAs	\$2,485	985 Sq Ft	2A/L-408-ONE MONTH RENT FREE!!!	Oct 15
2 BRs	2 BAs	\$2,500	919 - 988 Sq Ft	2B-G19-ONE MONTH RENT FREE!!!	Oct 15
2 BRs	2 BAs	\$2,540	1,054 Sq Ft	2U-410-ONE MONTH FREE!!!	Oct 15
Studio	2 BAs	\$1,725	576 Sq Ft	Studio	Available Soon
Studio	1 BA	\$1,725	576 Sq Ft	Studio - SA	Available Soon

Prices and availability subject to change without notice.

Amenities & Expenses

Package Service	Elevator	Pool
Community-Wide WiFi	Clubhouse	Bike Storage
Wi-Fi at Pool and Clubhouse	Storage Space	*Balconies and Dens in select ...
Laundry Facilities	Disposal Chutes	1 BR Extra Small
Controlled Access	Roof Terrace	1 BR Small
Maintenance on site	Courtyard	1BR Extra Large
Property Manager on Site	Grill	1BR Large
Security System	Balcony	2 BR Extra Large
Video Patrol	Yard	2 BR Extra Small
On-Site Retail	Lawn	2 BR Large
Online Services	Grill	2 BR Small
Car Charging Station	Fitness Center	Covered parking - assigned

Office Hours

Monday	9 AM to 5 PM
Tuesday	9 AM to 5 PM
Wednesday	9 AM to 5 PM
Thursday	9 AM to 5 PM
Friday	9 AM to 5 PM
Saturday	10 AM to 4 PM
Sunday	Closed

FOREST PROPERTIES 

844-228-0571

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Liberty Park

\$1,795 - 2,925

Home / Massachusetts / Braintree / Liberty Park

 Today



2 BRs	2 BAs	\$2,155 - 2,325		1,045 Sq Ft	Gardner no Garage	Available Now
2 BRs	2 BAs	\$2,155	901-6	1,045 Sq Ft	Gardner no Garage	Available Now
2 BRs	2 BAs	\$2,305	900-4	1,045 Sq Ft	Gardner no Garage	Available Now
2 BRs	2 BAs	\$2,375 - 2,395		1,247 Sq Ft	Jefferson	Available Now
2 BRs	2 BAs	\$2,375	401-204	1,247 Sq Ft	Jefferson	Available Now
2 BRs	2 BAs	\$2,425 - 2,445		1,045 Sq Ft	Gardner with Garage	Available Now 
2 BRs	2 BAs	\$2,425	002-108	1,045 Sq Ft	Gardner with Garage	Available Now 
1 BR	1 BA	\$1,795 - 1,830		651 Sq Ft	Arlington	Sep 26
1 BR	1 BA	\$1,795	101-205	651 Sq Ft	Arlington	Sep 26
3 BRs	2 BAs	\$2,895 - 2,925		1,245 Sq Ft	Independence	Oct 4

Prices and availability subject to change without notice.

Amenities & Expenses

Package Service	Walk-in Closets
Property Manager on Site	Balcony
Business Center	Patio
Clubhouse	
Fitness Center	
Pool	
Playground	
Smoke Free Living	
Washer/Dryer - In Unit	
Fireplace	
Dishwasher	
Microwave	

Office Hours

Monday	9 AM to 6 PM
Tuesday	9 AM to 6 PM
Wednesday	10 AM to 6 PM
Thursday	9 AM to 7 PM
Friday	9 AM to 6 PM
Saturday	9 AM to 5 PM
Sunday	12 PM to 5 PM

 Equity Residential 888-841-5122

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Ridge at Blue Hills

\$1,969 - 10,367

Home / Massachusetts / Braintree / Ridge at Blue Hills

Today



1 BR	1 BA	\$1,969 - 9,042		915 - 1,014 Sq Ft	Plan C (A1D)	Available Now
1 BR	1 BA	\$1,972 - 7,943	1316	915 Sq Ft	Plan C (A1D)	Available Now
2 BRs	2 BAs	\$2,294 - 9,065		1,276 - 1,280 Sq Ft	Plan E (B2G)	Available Now
2 BRs	2 BAs	\$2,345 - 9,065	2116	1,280 Sq Ft	Plan E (B2G)	Available Now
2 BRs	2 BAs	\$2,445 - 10,134		1,208 - 1,336 Sq Ft	Plan F (B2A)	Available Now
2 BRs	2 BAs	\$2,445 - 9,427	3207	1,246 Sq Ft	Plan F (B2A)	Available Now
1 BR	1 BA	\$1,997 - 8,040	1413	989 Sq Ft	Plan C (A1D)	Sep 28
2 BRs	2 BAs	\$2,294 - 8,878	3402	1,276 Sq Ft	Plan E (B2G)	Sep 28
1 BR	1 BA	\$1,974 - 9,148		937 - 1,003 Sq Ft	Plan B (A1F)	Oct 5
1 BR	1 BA	\$2,025 - 8,043	2211	937 Sq Ft	Plan B (A1F)	Oct 5

Prices and availability subject to change without notice.

Amenities & Expenses

Package Service	Air conditioning	Garden tub
Furnished Units Available	Balcony/patio	Granite countertops
Elevator	Breakfast bar	Hardwood floors
Business Center	Built-in wine rack	High ceilings (9 ft. to 11 ft.)
Clubhouse	Ceiling fan	Maple cabinetry
Lounge	Controlled access	Microwave
Storage Space	Crown molding	Office area
Fitness Center	Dishwasher	Outdoor fire pit
Pool	Dog park	Pantry
Playground	Dryer	Pet friendly
Media Center/Movie Theatre	Energy efficient appliances	Poolside grills
Accepts Electronic Payments	Espresso cabinetry	Resident events

Office Hours

Monday	9 AM to 6 PM
Tuesday	9 AM to 6 PM
Wednesday	9 AM to 6 PM
Thursday	9 AM to 6 PM
Friday	9 AM to 6 PM
Saturday	10 AM to 5 PM
Sunday	10 AM to 5 PM



781-519-4336

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**MLS # 72529901 - Rented
Rental - Attached (Townhouse/Rowhouse/Duplex)**

**71 Brackett ST - Unit #4
Quincy, MA 02169
Norfolk County**

Unit Level: **3**
Grade School:
Middle School:
High School:
Outdoor Space Available:
Directions: **Off Southern Artery**

Rent: **\$2,900**
Rented Price: **\$2,900**
Total Rooms: **8**
Bedrooms: **3**
Bathrooms: **2f 1h**
Master Bath: **Yes**
Fireplaces: **1**

Remarks

Newer constructed 3 bedrooms, 2.5 bath town house located near Quincy Center. Walking distance to T station. Step away from supermarket, fitness center and restaurants. Attached 2 car garage. Hardwood floor through out. Open floor concept for the first level with living, dining and chef kitchen which leads to a small deck. Fireplace located in living room. Two additional bedrooms, full bathroom and washer&dryer are located on 2nd floor. The master room is located on third floor with plenty of closets and full bathroom. Tenant is responsible for water, gas and electricity.

Property Information

Approx. Living Area: **1,800 Sq. Ft.** Approx. Lot Size: **1,800 Sq. Ft.** Parking Spaces: **2 Off-Street**
Living Area Includes: Heating: **Gas** Garage Spaces: **2 Attached, Storage**
Living Area Source: **Owner** Air Cond: **Yes**
Living Area Disclosures:
Disclosures:

Rental Information

For Sale: **No** First Mon Rent Reqd: **Yes** Last Mon Rent Reqd: **No**
Association: **No** Security Deposit Reqd: **Yes/\$2,900** Lease Terms: **12**
Date Available: **Now** Rent Terms: **Lease** Term of Rental (months): **2900**
Date Avail.Note:
References Reqd: **Yes** List Bkge. Fee Req. from Tenant: **Yes** Insurance Reqd: **Yes**
Pets Allowed: **No** List Bkge. Fee Amount: **2900 From Tenant** Smoking Allowed: **No**

Room Levels, Dimensions and Features

Room	Level	Size	Features
Living Room:	1		Bathroom - Half, Fireplace, Flooring - Hardwood
Dining Room:	1		-
Family Room:	1		-
Kitchen:	1		-
Master Bedroom:	3		Bathroom - Full
Bedroom 2:	2		-
Bedroom 3:	2		-

Features

Appliances: **Range, Dishwasher, Washer, Dryer, Refrigerator - ENERGY STAR, Range - ENERGY STAR**
Area Amenities: **Public Transportation, Shopping, Public School, T-Station, University**
Beach - Miles to:
Exterior Features: **Deck**
Interior Bldg Feat:
Rent Fee Includes: **Parking**
Waterfront: **No**
Water View: **No**

Other Property Info

Lead Paint: **Unknown**
Disclosure Declaration: **No**
Elevator: **No**
Furnished: **Partial**
Laundry Features: **In Unit**
Pin #:
UFFI:
Year Built: Source:
Year Built Description:
Year Round:

Market Information

Listing Date: **7/7/2019** Listing Market Time: MLS# has been on for **23** day(s)
Days on Market: Property has been on the market for a total of **23** day(s) Office Market Time: Office has listed this property for **23** day(s)
Expiration Date:
Original Price: **\$2,900** Cash Paid for Upgrades:
Off Market Date: **7/30/2019** Seller Concessions at Closing:
Rental Date: **7/30/2019**
Sale Price: **\$2,900**



**MLS # 72519508 - Rented
Rental - Condominium**

**133 Commander Shea Blvd - Unit 300
Quincy, MA 02171
Norfolk County**

**Rent: \$1,390
Rented Price: \$1,350**

Unit Level: 3

Total Rooms: 3

Grade School:

Bedrooms: 0

Middle School:

Bathrooms: 1f 0h

High School:

Master Bath:

Outdoor Space Available: No

Fireplaces: 0

Directions: Hancock street to Commander Shea Blvd. GPS

Remarks

This is a STUDIO !!! There is No separate bedroom. Comfortable 505 sq. ft. living space. Full length balcony offer plenty of sunlight. Central Heat and A/C. Close to Red line North Quincy Station. Easy access to all major highways. Shot ride to Boston. One assigned parking. Laundry in building. NO smoking NO pets of any kind. Tenant occupied. Advance showing arrangement needed please. Available 9/1. Tenant must must have good credit.

Property information

Approx. Living Area: 505 Sq. Ft.

Approx. Lot Size: 0 Sq. Ft.

Parking Spaces: 1 Off-Street, Assigned

Living Area Includes:

Heating: Electric, Central Heat

Garage Spaces:

Living Area Source: Master Deed

Air Cond: Yes

Living Area Disclosures: Living area includes balcony

Disclosures:

Rental Information

For Sale: No

First Mon Rent Reqd: Yes

Last Mon Rent Reqd: Yes

Association: No

Security Deposit Reqd: Yes/\$1,390

Lease Terms: lease

Date Available: 9/1/2019

Rent Terms: Lease

Term of Rental (months): 12

Date Avail.Note: 9/1/2019

List Bkge. Fee Req. from Tenant: Yes

Insurance Reqd: No

References Reqd: Yes

List Bkge. Fee Amount: one month

Smoking Allowed: No

Pets Allowed: No

Room Levels, Dimensions and Features

Room	Level	Size	Features
------	-------	------	----------

Features

Appliances: Range, Dishwasher, Microwave, Refrigerator

Association Pool: No

Basement: No

Beach - Miles to: 1/2 to 1 Mile

Exterior Features: Pool - Inground

Interior Bldg Feat: Elevator

Rent Fee Includes: Hot Water, Water

Waterfront: No

Water View: No

Other Property Info

Lead Paint: Unknown

Disclosure Declaration: No

Elevator: Yes

Laundry Features: In Building

Pin #:

UFFI:

Year Built: 1985 Source: Public Record

Year Built Description: Actual

Year Round:

Market Information

Listing Date: 6/15/2019

Listing Market Time: MLS# has been on for 49 day(s)

Days on Market: Property has been on the market for a total of 49 day(s)

Office Market Time: Office has listed this property for 49 day(s)

Expiration Date:

Cash Paid for Upgrades:

Original Price: \$1,390

Seller Concessions at Closing:

Off Market Date: 8/3/2019

Rental Date: 8/24/2019

Sale Price: \$1,350

<u>Affordable Units</u>	<u>Floor</u>	<u>Unit Number</u>	<u>Bedrooms</u>	<u>Square Feet</u>	per foot per month	
					<u>Projected Rental Value (monthly)</u>	<u>Projected Rental Value (Annually)</u>
	1	101	2	975	\$2,486	\$29,835
	1	102	1	752	\$1,918	\$23,011
X	1	103	1	752	\$1,598	\$19,176
	1	104	2	975	\$2,486	\$29,835
X	1	105	3	1,150	\$1,925	\$23,100
	1	106	1	752	\$1,918	\$23,011
	1	107	1	752	\$1,918	\$23,011
X	1	108	1	752	\$1,598	\$19,176
	1	109	1+Den	811	\$2,068	\$24,817
X	1	110	1+Den	811	\$1,598	\$19,176
	1	111	1+Den	811	\$2,068	\$24,817
	1	112	3	1,106	\$2,820	\$33,844
	1	113	3	1,106	\$2,820	\$33,844
	1	114	1+Den	811	\$2,068	\$24,817
	1	115	2	975	\$2,486	\$29,835
X	1	116	2	975	\$1,765	\$21,180
	1	117	1+Den	811	\$2,068	\$24,817
	1	118	1+Den	811	\$2,068	\$24,817
	1	119	1+Den	811	\$2,068	\$24,817
	1	120	1+Den	811	\$2,068	\$24,817
X	1	121	1+Den	811	\$1,598	\$19,176
	1	122	2	975	\$2,486	\$29,835
	2	201	2	975	\$2,486	\$29,835
	2	202	1	752	\$1,918	\$23,011
X	2	203	1	752	\$1,598	\$19,176
	2	204	2	975	\$2,486	\$29,835
	2	205	1	752	\$1,918	\$23,011
	2	206	3	1,150	\$2,933	\$35,190
	2	207	1	752	\$1,918	\$23,011
X	2	208	1	752	\$1,598	\$19,176
	2	209	1	752	\$1,918	\$23,011
	2	210	1+Den	811	\$2,068	\$24,817
X	2	211	1+Den	811	\$1,598	\$19,176
	2	212	1+Den	811	\$2,068	\$24,817
	2	213	3	1,106	\$2,820	\$33,844
	2	214	3	1,106	\$2,820	\$33,844
	2	215	1+Den	811	\$2,068	\$24,817
X	2	216	2	975	\$1,765	\$21,180
	2	217	2	975	\$2,486	\$29,835
X	2	218	1+Den	811	\$1,598	\$19,176
	2	219	1+Den	811	\$1,321	\$15,851
X	2	220	Studio	518	\$1,416	\$16,992
	2	221	1+Den	811	\$2,068	\$24,817
	2	222	1+Den	811	\$2,068	\$24,817
X	2	223	1+Den	811	\$1,598	\$19,176
	2	224	2	975	\$2,486	\$29,835
	3	301	2	975	\$2,486	\$29,835
	3	302	1	752	\$1,918	\$23,011
X	3	303	1	752	\$1,598	\$19,176
	3	304	2	975	\$2,486	\$29,835
	3	305	1	752	\$1,918	\$23,011
X	3	306	Studio	585	\$1,416	\$16,992
	3	307	Studio	585	\$1,642	\$19,701
X	3	308	1	752	\$1,598	\$19,176

	3	309	1	752	\$1,918	\$23,011
	3	310	1	752	\$1,918	\$23,011
	3	311	1+Den	811	\$2,068	\$24,817
	3	312	1+Den	811	\$2,068	\$24,817
X	3	313	1+Den	811	\$1,598	\$19,176
	3	314	3	1,106	\$2,820	\$33,844
	3	315	3	1,106	\$2,820	\$33,844
X	3	316	1+Den	811	\$1,598	\$19,176
	3	317	2	975	\$2,486	\$29,835
X	3	318	2	975	\$1,765	\$21,180
	3	319	1+Den	811	\$2,068	\$24,817
	3	320	1+Den	811	\$2,068	\$24,817
	3	321	Studio	518	\$1,571	\$18,851
	3	322	1+Den	811	\$2,068	\$24,817
	3	323	1+Den	811	\$2,068	\$24,817
X	3	324	1+Den	811	\$1,598	\$19,176
	3	325	2	975	\$2,486	\$29,835
X	4	401	2	975	\$1,765	\$21,180
	4	402	1	752	\$1,918	\$23,011
	4	403	1	752	\$1,918	\$23,011
X	4	404	2	975	\$1,765	\$21,180
	4	405	1	752	\$1,918	\$23,011
	4	406	Studio	585	\$1,642	\$19,701
	4	407	Studio	585	\$1,642	\$19,701
	4	408	1	752	\$1,918	\$23,011
	4	409	1	752	\$1,918	\$23,011
	4	410	1	752	\$1,918	\$23,011
	4	411	1+Den	811	\$2,068	\$24,817
	4	412	1+Den	811	\$2,068	\$24,817
	4	413	1+Den	811	\$2,068	\$24,817
	4	414	3	1,106	\$2,820	\$33,844
X	4	415	3	1,106	\$1,925	\$23,100
	4	416	1+Den	811	\$2,068	\$24,817
	4	417	2	975	\$2,486	\$29,835
	4	418	2	975	\$2,486	\$29,835
	4	419	1+Den	811	\$2,068	\$24,817
X	4	420	1+Den	811	\$1,598	\$19,176
	4	421	Studio	518	\$1,571	\$18,851
	4	422	1+Den	811	\$2,068	\$24,817
	4	423	1+Den	811	\$2,068	\$24,817
	4	424	1+Den	811	\$2,068	\$24,817
	4	425	2	975	\$2,486	\$29,835

Total Rents \$2,342,422

HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION AND CERTIFICATION

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

Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

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

Name of Proposed Project: Highlands Village

Development Team

Developer/Applicant: Liberty Grove LLC

Development Consultant (if any): Mark O'Hagan, MCO Housing Services, LLC

Attorney: Michael Modestino

Architect: Russell Dion

Contractor: TBD

Lottery Agent: MCO Housing Services, LLC

Management Agent: Liberty Grove LLC

Other (specify): Engineer: Jim Decelle, Decelle, Burke & Sala Associates.

Other (specify): _____

Role of Applicant in Current Proposal

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering	Liberty Grove LLC	Mark O'Hagan
Local Permitting	Liberty Grove LLC	Mark O'Hagan
Financing Package	Liberty Grove LLC	
Construction Management	Liberty Grove LLC	
Other		

Applicant's Ownership Entity Information

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

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

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

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

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

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

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

1. Applicant

Name of Applicant: Liberty Grove LLC

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

State in which registered/formed: Massachusetts

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

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

George Clements; Clements Investments, LLC.

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

2. Proposed Development Entity

Name of Proposed Development Entity: Liberty Grove, LLC

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

State in which registered/formed: MA

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

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

George Clements

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

Certification and Acknowledgment

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

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

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

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

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

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

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

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

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

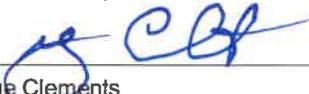
Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? Yes No

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

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

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

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

Signature: 
Name: George Clements
Title: Manager , Liberty Grove, LLC
Date: OCTOBER 1, 2019

Required Attachments Relating to Section 6

6.1 Development Team Qualifications

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

6.2 Applicant Entity 40B Experience

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

6.3 Applicant's Certification

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

GEORGE CLEMENTS INVESTMENTS, INC.

GEORGE CLEMENTS, PRESIDENT

63 MONATIQUOT AVENUE

BRAINTREE, MASSACHUSETTS 02184

(781) 974-0844

George Clements Investments, Inc. has been operating in varying capacities in the real estate sector for nearly 20 years. We started out as a contracting business with a focus on the commercial sector performing renovations and build out for corporate clients in the South Shore area. We were able to form strong relationships with asset managers and property owners and shifted our focus to providing management and consulting services. We also initiated some independent development activities. Below is a general list of the activities performed since 2000. If you would like additional details on any of the referenced activities, please advise.

- | | |
|-------------|---|
| 2000 – 2013 | Asset Manager and Commercial Contractor |
| 2013 – 2015 | Polaroid Corporation Site Redevelopment, New Bedford, MA

Operated as the lead consultant to the private equity firm that took over a Polaroid facility consisting of approximately 750,000 square feet on over 120 acres. The multi year project created one of the area's largest seafood trucking hubs and a recycling facility. |
| 2016 – 2018 | Private Developments, Braintree, MA.

Renovation of Church into Commercial usage as well as the development of condominium communities. |
| 2018 – 2019 | Private developments as well as consulting to lenders in dealing with troubled assets and helping to reposition assets for greater commercial value. |



your resource for Affordable Housing



Background Information

MCO Housing Services has been dedicated to providing lottery services to developers and municipalities for over 20 years; within the last ten years MCO Housing Services has managed over 50 affordable housing homeownership and rental lotteries. Additionally, MCO Housing Services has provided consultant services to local municipalities; assisting them in managing their affordable unit resale’s and homeowner refinancing; assisting with local buy down programs and training staff on affordable housing criteria.

MCO Housing Services has created a website, www.mcohousingservices.com, to announce and manage their affordable housing lotteries. All client lotteries are posted online. As a website member, applicants receive emails when new lotteries are posted or to notify of program changes.

Maureen O’Hagan has been with MCO Housing Services for over 15 years specializing in the distribution of affordable housing units. As Director of Lottery Programs, she works with builders and municipalities in the marketing, managing and execution of affordable housing lotteries for homeownership and rental new construction projects, manages the annual recertification on rental units and consults with various towns on affordable housing. She also handles the resale’s of existing affordable units for local communities and DHCD. Maureen has a Masters Degree in Education from Boston College, is a Licensed Real Estate Agent and a Certified Occupancy Specialist (COS).

Following is a partial list of rental lotteries that MCO Housing Services has conducted with MassHousing, MHP or DHCD as the Project Administrators as well as some properties we provide recertification services to.

Rentals

Archstone Avenir – Boston	17 units
Madison Place – Shrewsbury	15 units
Old Colony Square @ Cohasset Station – Cohasset	2 units
Sudbury Housing Authority Duplex Project – Sudbury	6 Units
Acton Housing Authority Duplex Project – Acton	2 Units
Madison Place – Southborough	35 units
Edgewood Apartments – Plainville	30 units
Americana Apartments – Wakefield	8 units
Walnut Place – Natick	8 units
Queset Commons – Easton (phase One)	13 units
Sunset Lake Apartments – Braintree	3 units
Turnpike Village – Townsend	12 units
Renaissance Station – Attleboro	5 units

Meadows at Acton – Acton	2 units
One Upland – Norwood	66 units
Berry Farms – N. Andover	49 units
Parc Westborough – Westborough	63 units
Community Residences – Wayland	13 units
Matrix Hudson now The Point at Hudson	44 units
The Tremont – Burlington	18 units
Wakefield Vista	28 units recertifications
Pembroke Woods	60 units recertifications
Everly – Wakefield	33 units recertifications
Stonegate – Marlboro	83 units recertifications
West Village – Mansfield	50 units recertifications
Oasis at Plainville – Plainville	62 units
Links 480 – Beverly	11 units
Flats at 131 – Beverly	9 Units
600 North – Wakefield	4 units
Metrowest Ellington – Westborough	Recertifications
Danvers Bradlee – Danvers	Recertifications
The Point at Marlborough - Marlborough	Recertifications
The Point at Stoughton – Stoughton	Recertifications
The Point at Andover – Andover	Recertifications
Terrace Estates – Peabody	5 units
Sylvan Street – Danvers	2 units
Riverview Meadows Phase 1 – Raynham	Recertifications
Riverview Meadows Phase 2 – Raynham	15 units
The Huntington – Burlington	12 units

Frederick Arthur Thornley
 275 Central Street
 So. Weymouth, MA. 02190

2011 - Present INDEPENDENT CONSTRUCTION CONSULTANT, ESTIMATOR, PROJECT MANAGEMENT

2017-2018	815 5th St LLC	ESTIMATOR / PROJ. MGR	29 Custom Condos, So. Boston, MA	\$ 13.5	Million
2015-2018	F. L. Caulfield, Inc	ESTIMATOR / PROJ. MGR	Misc. Municipal Projects	\$ 5 to 20	Million
2016-2017	Construction Cost Estimating	ESTIMATOR / PROJ. MGR	Misc. Municipal Projects	\$ 5 to 10	Million
2015-2016	Construction Cost Estimating	ESTIMATOR / PROJ. MGR	First Light Casino, Taunton, MA	\$ 890.0	Million
2015-2016	Sasco Management Group	ESTIMATOR / PROJ. MGR	Residential Condos	\$ 4.5	Million
2014 - 2015	Sasco Management Group	ESTIMATOR / PROJ. MGR	Spec. Commercial Tenant alterations, New Bedford	\$ 2.5	Million
2012 - 2014	Sasco Management Group	ESTIMATOR / PROJ. MGR	Preliminary Condos, Braintree Elks	\$ 3.6	Million
2010 - 2012	John Ryan Company, Inc.	ESTIMATOR / PROJ. MGR	Numerous Retail Projects	\$ 3.2	Million
	Mass Construction & Management, Inc	ESTIMATOR / PROJ. MGR	Jamaica Plain Housing Project	\$ 4.1	Million

2001 - 2010 Commonwealth Bulilng, Inc 9 years
 Quincy, MA, CHIEF ESTIMATOR
 PROJECT MANAGER

Private Commercial & GSA projects
 Coast Guard Bldg. Boston, MA
 JFK Bldg Boston, MA
 Restaurants
 Office Buildings
 Hospitals
 Retail space

1995 - 2001 Paul J. Rogan Co, Inc. 6 years
 Braintree, MA CHIEF ESTIMATOR
 PROJECT MANAGER

Public Bid Projects
 Courthouses
 Libraries
 Schools
 Police & Fire Stations
 Municipal Buildings

1994 - 1995 Amtrak 1.6 years PROJECT MANAGER

During Construction for new
 Boston Car Wash Facility

1989 - 1994 The Flatley Co. 5 years
 Braintree, Ma CHIEF ESTIMATOR
 PROJECT MANAGER

Largest Private Developer in N.E.
 Hotels
 Shopping centers
 Office Buildings
 Residential Condominiums
 Nursing Homes

1980 - 1989 R. S. Means Co., Inc. 9 years
 Kingston, MA, MANAGER ESTIMATING DEPT

Construction Cost Estimates
 HUD Project Construction Cost reviews
 MGM Fire Insurance Construction Cost Litigation
 Johnson & Johnson Estate Litigation
 MacDonnell Douglas Construction Estimating Software development
 R. S. Means Construction Software Development

HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

EXPLANATION OF PENDING LAWSUIT BY APPLICANT ENTITY

Mr. George Clements, the property owner and principal of George Clements Investments, Inc. is currently involved in a small suit regarding the payment of fees to his company at a previous residential development he completed. He is the plaintiff in the suit and the value of the claim is in the range of \$25,000.

HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

Section 7: NOTIFICATION AND FEES

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

Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: Highlands Village

Notice

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing:	<u>See Attached</u>
Date copy of complete application sent to chief elected office of municipality:	<u>October 1, 2019</u>
Date notice of application sent to DHCD:	<u>October 1, 2019</u>

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

MassHousing Application Processing Fee (\$2500) Payable to MassHousing:	<u>\$2,500</u>
Chapter 40B Technical Assistance/Mediation Fee Payable to Massachusetts Housing Partnership:	<u>\$7,300</u>
a. Base Fee: <i>(Limited Dividend Sponsor \$2500, Non-Profit or Public Agency Sponsor \$1,000)</i>	<u>\$2,500</u>
b. Unit Fee <i>(all projects)</i> \$50 per Unit:	<u>\$4,800</u>
Total TA/Mediation Fee <i>(Base Fee plus Unit Fee)</i> :	<u>\$7,300</u>

Land Appraisal Cost

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

Required Attachments Relating to Section 7

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

HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

NARRATIVE OF MEETINGS

Mr. George Clements, the property owner, has owned the central parcel for nearly 2 ½ years. During that time there have been various meetings with town officials to discuss different alternatives for the site. This include the potential for retail development as well as an age restricted rental property. No applications have ever been submitted and no project/proposal received a denial. The zoning on the site itself is mixed, with much of the main parcel in the general business zone, but it also includes some residential zoning. During this period Mr. Clements has met with the Planning department and the Mayor's office to discuss alternatives.



www.mcohousingervices.com

206 Ayer Road, Suite 5, P.O. Box 372, Harvard, MA 01451 • (978) 456-8388 • FAX: (978) 456-8986

October 1, 2019

Local Initiative Program
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Alana Murphy, Deputy Associate Director

RE: Comprehensive Permit – Site Approval Application - Mass Housing
Highlands Village – Braintree, MA

Dear Alana:

On behalf of Liberty Grove, LLC and its owner, George Clements, we are pleased to advise DHCD that an application for Site Plan Approval for a Comprehensive Permit has been submitted to MassHousing. The application is for a proposed community of 96 apartments in Braintree, MA.

If you have any specific questions or would like more information, please contact me at 508-395-1211 at your convenience.

Sincerely,

Mark C. O'Hagan

Mark C. O'Hagan
MCO Housing Services, LLC for
Liberty Grove, LLC

HIGHLANDS VILLAGE

40B APPLICATION – MASSHOUSING

LIBERTY GROVE, LLC

TAX ID NUMBER

82-1304158

Application Checklist

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

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

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