

HIGHLANDS VILLAGE

COMPREHENSIVE PERMIT APPLICATION

SUBMITTED TO:

ZONING BOARD OF APPEALS
BRAINTREE, MASSACHUSETTS



SUBMITTED BY:

LIBERTY GROVE, LLC
GEORGE CLEMENTS INVESTMENTS, INC.
63 MONATIQUOT AVENUE
BRAINTREE, MASSACHUSETTS 02184

WITH SUPPORT FROM:



PO Box 372 - HARVARD, MA 01451
(978)456-8388

Highlands Village

COMPREHENSIVE PERMIT APPLICATION – BRAINTREE ZBA

DEVELOPMENT SUMMARY



Liberty Grove, LLC is pleased to propose a 96-unit residential apartment building at the corner of Grove Street and Liberty Street. The property consists of three parcels, the center parcel at 357 Grove Street was a gas station which has been closed and boarded up for some time. It is flanked by 2 single family homes, located at 1006 Liberty Street and 357 Grove Street, which shall be demolished to make up the sizable 3.37 acre parcel for the proposed building and related improvements. The project has received a Project Eligibility/Site Approval letter from Masshousing dated February 18, 2020, a copy of which is included within our submittal.

Liberty & Grove is a signaled intersection with a large shopping complex off one corner, a corner market, the referenced gas station and the fourth corner is a small parcel with limited development potential which is currently vacant. The site has a mix of zoning including General Business at the corner along Grove Street and Res A & Res B along Liberty and off the street. There is an existing Sewer Easement which runs through the property and we have proposed shifting sections of the line which would be located under the proposed building. The site has some moderate grades with a small wetland area at its center which shall be protected. The site is located approximately 1.5 miles to the MBTA Red Line Braintree station providing train service to downtown Boston.

The new structure will be a modern four story building with elevator service. We have proposed a mix of unit sizes featuring studio's, one, two & three bedroom apartment homes to satisfy a

Highlands Village

COMPREHENSIVE PERMIT APPLICATION – BRAINTREE ZBA

range of housing needs within the community. The building will feature upscale interior designs and finishes and will feature a sprinkler system for fire protection. All homes will be handicap adaptable and a percentage will be fully handicap accessible. We have provided 146 surface parking spaces and an internal walking path and landscaped zones for resident enjoyment.

The property, to be named Highlands Village, is proposed in conjunction with the Massachusetts 40B Comprehensive Permit process. Of the 96 units, 25% (24 apartment homes), will be made available to moderate income individuals and families at or below 80% of the median incomes for the area as established by HUD, adjusted for household size. For reference, the maximum qualifying income for a family of four is currently \$89,200 per year. These affordable apartment homes will be distributed by lottery with a preference of up to 70% of the homes to be set aside for Braintree residents and workers.

We have proposed an L shaped building with its corner directed towards the Liberty & Grove intersection as depicted in the building renderings included with the submittal. We have maintained a reasonable distance from the front corner to provide for visibility at the intersection. We have included two access points to the property well off the intersection to better control traffic leaving the site and to allow for better traffic circulation within the property. Included in the submission is a traffic analysis, building upon the extensive review of the intersection previously completed in conjunction with the city administration. Based upon our review, the class of service at all area intersections will be unchanged when incorporating the projected number of trips from our new community.

A detailed engineering plan and drainage analysis has also been submitted for city review. We have directed virtually all roof and surface drainage to a series of subsurface drainage structures to limit flow from leaving the property. Two of these structures allow for some treated water to flow back to the central wetland to ensure its long term health. A limited amount of flow from the Grove Street access will enter the Grove Street drainage system. Full drainage calculations have been included and the plan is in compliance with DEP's State Stormwater Management Policy.

The building will incorporate the latest in energy efficient products and designs. High rated exterior insulation, Energy Star rated windows and detailed caulking and gap mitigation techniques will be used to ensure a tight exterior envelope for the building. On the interior high efficiency heating/cooling systems & water heaters will be used to limit energy. LED light fixtures, Energy Star rated appliances, WaterSense plumbing fixtures and low flow toilets will further limit overall energy usage and resources at the building. Units will be individually metered to ensure all tenants manage their usage.

Highlands Village

COMPREHENSIVE PERMIT APPLICATION – BRAINTREE ZBA

There have been some environmental concerns raised based upon the prior usage of the site as a gas station. Based upon soil evaluations and the placement of long term monitoring wells, the site has been ruled suitable for development. It was recommended that any soils which may be removed from the site be done in accordance with DEP MCP standards. There was also a recommendation that a vapor barrier be utilized under future buildings if located over certain areas. The designated areas will be designated for parking so this would not be necessary. We have included a copy of the summary report (PES Associates – 2017) in the engineering section of our submittal.

There were also questions raised about the ability to have children reside at the site based upon deed restrictions from the original property owner. Any restrictions placed on the site were entirely based upon the previous owner's (Sunoco Corp.) desire to limit potential uses strictly from a competitive business perspective. To aid in clarifying this issue, and at the request of the Subsidizing Agency (MassHousing), we worked with the previous owner so that wording shall be clarified or removed from the deed. A copy of that communication is included with the Site Control section of our submittal.

We look forward to local review and discussion of the proposed new community and hope to aid in providing some new, high quality, affordable housing to support Braintree's market rate and affordable renters.

Highlands Village

COMPREHENSIVE PERMIT APPLICATION – BRAINTREE ZBA

TABLE OF CONTENTS

1. CERTIFIED ABUTTERS LIST
2. JURISDICTIONAL REQUIREMENTS
 - a. *Limited Dividend Status Statement*
 - b. *Masshousing Site Eligibility Letter*
 - c. *Evidence of Site Control*
3. PRELIMINARY ARCHITECTURAL PLANS
 - a. *Colored Renderings & Elevations*
 - b. *Building Layout & Unit Floor Plans*
 - c. *Unit Count Summary Sheet*
4. SITE DEVELOPMENT PLANS
 - i. *Existing Conditions Plan*
 - ii. *Layout & Utility Plan*
 - iii. *Grading & Drainage Plan*
 - iv. *Erosion Control Plan & Detail Sheet*
5. SITE DEVELOPMENT INFORMATION
 - a. *Site Engineering Report*
 - b. *Stormwater Report*
 - c. *Stormwater Operation & Maintenance Plan*
 - d. *Drainage Supporting Calculations*
 - e. *PES Associates – Environmental Review 2017*
6. TRAFFIC IMPACT ASSESSMENT
7. REQUESTED WAIVERS TO LOCAL REQUIREMENTS
 - a. *Tabular Zoning Comparison*
8. AFFORDABLE MARKETING PLAN
 - a. *Unit Designation Listing*
 - b. *Affordable unit Breakdown*
 - c. *Maximum Affordable Rents*
 - d. *Long Term Monitoring – Regulatory Agreement*
9. PROJECT FINANCIAL INFORMATION
10. DEVELOPER BACKGROUND & FILING FEE

HIGHLANDS VILLAGE

COMPREHENSIVE PERMIT APPLICATION – BRAINTREE ZBA

1. CERTIFIED ABUTTERS LIST

(Two sets envelopes provided)



Charles C. Kokoros
Mayor

Office of the Board of Assessors

One JFK Memorial Drive
Braintree, Massachusetts 02184

Telephone: (781) 794-8050 • Fax: (781) 794-8068

Robert Brinkmann
Deputy Assessor

Board of Assessors

Robert Cusack
Chair

Susan O'Brien
Vice Chair

Robert Connolly

DATE: February 3, 2020

APPLICANT: Liberty Grove LLC

OWNER: Liberty Grove LLC, Eugene K McIsaac & Linda A McIsaac.
Darnica Currie

ADDRESS: 357 Grove St., 1006 Liberty St., 365 Grove St.

MAP & LOT: 1109 0 6, 1109 0 6A, 1109 0 6B

This is to certify that at the time of submission of this form to the Board of Assessors, the names and addresses of the parties assessed as adjoining owners to the parcel of land shown and described are as written and are the parties according to the records of the Assessors.

Office of the Board of Assessors (CV)

Robert M Cusack
Chairman

**Braintree
Abutters List**

Subject Parcel ID:

Subject Property Location:

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
1084 0 10	238 310 GROVE ST	TRT BRAINTREE II LLC	C/O MARVIN F POER & COM	3520 PIEDMONT RD NE, ST	ATLANTA	GA	30305
1105 0 12	345 GROVE ST	HUGHES CORPORATION	c/o FARRIS PAUL E	6 BERRYWOOD LANE	GROVELAND	MA	01834
1105 0 13	9 HICKORY RD	CHRISTIAN HOWARD J	CHRISTIAN DIANA L	9 HICKORY ROAD	BRAINTREE	MA	02184
1105 0 13A	15 HICKORY RD	HOURIN MICHAEL J	HOURIN HEATHER A TBYE	15 HICKORY RD	BRAINTREE	MA	02184
1105 0 13E	14 HICKORY RD	GRIFFEN ROBERT D	GRIFFEN JOANNE M	14 HICKORY RD	BRAINTREE	MA	02184
1105 0 14	1031 LIBERTY ST	CONTRINO JOSEPH P		1031 LIBERTY ST	BRAINTREE	MA	02184
1105 0 15	1033 LIBERTY ST	SINGH HARSIMRANJEET	KAUR KOMALDEEP TBYE	1033 LIBERTY ST	BRAINTREE	MA	02184
1105 0 21	1005 LIBERTY ST	ABRAHAM ABRAHAM B	FARES JOSIAN M TBYE	1005 LIBERTY STREET	BRAINTREE	MA	02184
1105 0 22	1 HICKORY RD	DUDLEY GRAHAM	DUDLEY JESSICA TBYE	1 HICKORY RD	BRAINTREE	MA	02184
1105 0 23	6 HICKORY RD	ZHEN JU QUEN		6 HICKORY RD	BRAINTREE	MA	02184
1109 0 10	27 SYCAMORE RD	CAPOBIANCHI GERARD R	CAPOBIANCHI BEVERLY A	27 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 11	47 SYCAMORE RD	RILEY CHRISTOPHER G	RILEY JENNIFER TBYE	47 SYCAMORE ROAD	BRAINTREE	MA	02184
1109 0 12	50 SYCAMORE RD	ALONGI CHARLES J/ ELIZABETH A	TR ALONGI 2014 FUNDING T	50 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 13	14 THETFORD AV	ORR ROBERT B/CHRISTINA G TR	ORR FAMILY TRUST	14 THETFORD AV	BRAINTREE	MA	02184
1109 0 14	22 THETFORD AV	BRAGG CLIFFORD	BRAGG JEANNE C R	147 FOREST ST	BRAINTREE	MA	02184
1109 0 15	30 THETFORD AV	CLANCY MICHAEL P	CLANCY JULIE J TBYE	147 FOREST ST	BRAINTREE	MA	02184
1109 0 16	15 THETFORD AV	SWEENEY SANDRA J TRUSTEE	SANDRA J SWEENEY TRUS	30 THETFORD AVENUE	BRAINTREE	MA	02184
1109 0 17	23 THETFORD AV	SELVARAJ AMBALINI		15 THETFORD AVE	BRAINTREE	MA	02184
1109 0 18	31 THETFORD AV	QUIETO STEVEN P TR	SQ REALTY TRUST	23 THETFORD AVE	BRAINTREE	MA	02184
1109 0 45	THETFORD AV	LAURIA DANIEL A TR	DAL REALTY TRUST	31 THETFORD AVE	BRAINTREE	MA	02184
1109 0 46	THETFORD AV	RIZZO SEAN B		589 WASHINGTON ST	BRAINTREE	MA	02184
1109 0 51	61 THETFORD AV	HIGGINS THOMAS J JR	HIGGINS PAMELA E	61 THETFORD AV	BRAINTREE	MA	02184
1109 0 52	60 THETFORD AV	SHAKR CHRISTO TR	CHRISTO SHAKR REVOC T	60 THETFORD AV	BRAINTREE	MA	02184
1109 0 53	50 THETFORD AV	LAURIA ROBERT J	LAURIA KAREN F	50 THETFORD AVE	BRAINTREE	MA	02184
1109 0 54	40 THETFORD AV	LAURIA DANIEL A TR	DAL REALTY TRUST	40 THETFORD AVE	BRAINTREE	MA	02184
1109 0 54	GROVE ST	NGUYEN OANH		569 WASHINGTON ST	BRAINTREE	MA	02184
1109 0 5C	381 GROVE ST	PROULX WILLIAM	PROULX GAIL TBYE	381 GROVE ST	BRAINTREE	MA	02184
1109 0 5D	371 GROVE ST	GELLER AARON		371 GROVE STREET	BRAINTREE	MA	02184
1109 0 5E	1014 LIBERTY ST	LIU CHEN	DANG YIFAN TBYE	1014 LIBERTY ST	BRAINTREE	MA	02184
1109 0 5F	1024 LIBERTY ST	GIBLIN GERALD F	DANG YIFAN TBYE	1024 LIBERTY ST	BRAINTREE	MA	02184
1109 0 5G	1024 LIBERTY ST	BELL DEBBY	GIBLIN JOAN M	1020 LIBERTY ST	BRAINTREE	MA	02184
1109 0 5I	1034 LIBERTY ST	RONAN-ANTONELLI DEBRA L	BELL SHAWN TBYE	1024 LIBERTY STREET	BRAINTREE	MA	02184
1109 0 5M	19 SYCAMORE RD	ST JEAN ROBERT E/MARY C TRS	ANTONELLI REAY A TBYE	1034 LIBERTY ST	BRAINTREE	MA	02184
1109 0 5N	21 SYCAMORE RD	BERTONE LAURA MARIANO	ST JEAN FAMILY TRUST	19 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 5O	20 SYCAMORE RD	FENNELL DECLAN	MCDONALD LAURA J JTS	21 SYCAMORE ROAD	BRAINTREE	MA	02184
1109 0 5P	16 SYCAMORE RD	DENN MICHAEL	FENNELL CORINNE TBYE	20 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 5V	26 SYCAMORE RD	SJOBERG THOMAS R	DENN FEI TBYE	16 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 5W	397 GROVE ST	PIERCE MARY E	SJOBERG GRACE O	26 SYCAMORE ROAD	BRAINTREE	MA	02184
1109 0 5Y	4 THETFORD AV	LIBERTY GROVE LLC		397 GROVE STREET	BRAINTREE	MA	02184
1109 0 6	357 GROVE ST	MCISAAC EUGENE K		4 THETFORD AVE	BRAINTREE	MA	02184
1109 0 6A	1006 LIBERTY ST		MCISAAC LINDA A	872 MASS AVE #1-6	CAMBRIDGE	MA	02139
				1006 LIBERTY STREET	BRAINTREE	MA	02184

**Braintree
Abutters List**

Subject Parcel ID:

Subject Property Location:

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
1109 0 6B	365 GROVE ST	CURRIE DARNICA		365 GROVE ST	BRAINTREE	MA	02184
1121 0 2A	964 LIBERTY ST	CHANTILES ZOE TR	ZOE CHANTILES TRUST	964 LIBERTY ST	BRAINTREE	MA	02184
1121 0 3	972 LIBERTY ST	KOUBEK CHARLES	KOUBEK LOREEN	972 LIBERTY ST	BRAINTREE	MA	02184
1121 0 4A	978 LIBERTY ST	PATEL DASHRATHAI P TR	978 LIBERTY REALTY TRUS	209 BRAMBLEBUSH RD	STOUGHTON	MA	02072
1121 0 4B	370 GROVE ST	REALINI KEITH BRIAN	REALINI KAREN ANN	370 GROVE ST	BRAINTREE	MA	02184
1121 0 4C	382 GROVE ST	ABIGAIL GROVE LLC		34 ELLSMORE TR	BRAINTREE	MA	02184
1121 0 4D	390 GROVE ST	GROZDANIC VLADIMIR	GROZDANIC SONJA TBYE	390 GROVE ST	BRAINTREE	MA	02184

Parcel Count: 47

End of Report

HIGHLANDS VILLAGE

COMPREHENSIVE PERMIT APPLICATION – BRAINTREE ZBA

2. JURISDICTIONAL REQUIREMENTS

- a. Limited Dividend Status Statement
- b. Masshousing Site Eligibility Letter
- c. Evidence of Site Control

Parcel A – 357 Grove Street
With NOI Memorandum

Parcel B – 1006 Liberty Street

Parcel C – 365 Grove Street

HIGHLANDS VILLAGE

COMPREHENSIVE PERMIT APPLICATION – BRAINTREE ZBA

a. Limited Dividend Status Statement

Liberty Grove LLC has agreed to conform to the limited dividend requirements of Chapter 40B and the MassHousing New England Funds (NEF) Rental program. The Applicant will execute a Regulatory Agreement as provided by Mass Housing prior to the commencement of construction. For Limited Dividend Organizations, commencing upon the Project's initial occupancy and each year thereafter, annual dividend distributions will be limited to 10% of the Owner's equity in the project. MassHousing will designate a Monitoring Agent to review the financial data of the development to ensure compliance with program requirements.

Information from DHCD regarding Limited Dividend Status is on the following page for reference.

HIGHLANDS VILLAGE

COMPREHENSIVE PERMIT APPLICATION – BRAINTREE ZBA

IV. RESPONSIBILITIES OF THE SUBSIDIZING AGENCY

A. Project Eligibility

1. Threshold Requirements

In order to be eligible to submit an application to the Board for a Comprehensive Permit, the Developer must meet the following threshold requirements. The Subsidizing Agency's finding with respect to these requirements shall be based upon a review of a complete Project Eligibility submission and a site visit. The Subsidizing Agency also shall take into account information received from written comments submitted by the municipality and others.

a. Nature of Developer

- (1) Nonprofit Entities – The Subsidizing Agency shall review: (i) the articles of organization of the organization to ensure that the project is consistent with its stated charitable mission and purpose; (ii) a copy of the organization's conflict of interest policy that requires all related party transactions to be disclosed to and approved by independent directors or trustees; (iii) a disclosure of all related party contracts, arrangements or transactions, current and anticipated, related to the projects; and (iv) a disclosure of all entities that are related to or affiliated with the organization by reason of common control, financial interdependence or other means; and shall confirm with the Non-Profit Organizations/Public Charities Division of the Office of the Attorney General that the organization is in compliance with the registration and filing requirements of M.G.L. c. 12, 22 8E and 8F.
- (2) Non-profit or Government Entity Sponsor Affiliates -- For the purposes of this section IV, in the case of Projects or other units of Low and Moderate Income Housing sponsored by non-profits or government entities, if the project owner is wholly-owned by a non-profit or government entity, the project may be treated as a project owned by a non-profit or government entity. If the project owner has multiple members or partners, it shall be treated as a project owned by a limited dividend organization. The Subsidizing Agency shall make the determination whether a Project owner should be treated as a non-profit or government entity.
- (3) Limited Dividend Status -- Developers seeking a Comprehensive Permit, other than public agencies and nonprofit entities, must agree to requirements related to a reasonable return for building and operating the Project as established by the Subsidizing Agency and these Guidelines (see Section IV.B). The Developer's status as a limited dividend entity shall be determined by the Subsidizing Agency based upon the Developer's certification that it agrees to comply with the Subsidizing Agency's limits on profits and distributions, and to incorporate such requirements into regulatory documents, as required by the Subsidizing Agency.

b. Fundable

A determination that a Project is "fundable" is not a financing commitment. It is a determination that the Project generally would be considered eligible for the particular housing program under which the Developer seeks Project Eligibility.



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

Tel: 617.854.1000 |
Fax: 617.854.1091 | www.masshousing.com
Videophone: 857.366.4157 or Relay: 711

February 18, 2020

Liberty Grove LLC
872 Massachusetts Avenue, Suite 1-6
Cambridge, MA 02139
Attention: George Clements, Manager

**Re: Highlands Village
Project Eligibility/Site Approval
MassHousing ID No. 1053**

Dear Mr. Clements:

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

Liberty Grove LLC has submitted an application with MassHousing pursuant to Chapter 40B. You have proposed to build ninety-six (96) units of rental housing (the “Project”) on approximately 3.37 acres of land located at 357 Grove Street, 356 Grove Street, and 1006 Liberty Street (the “Site”) in Braintree (the “Municipality”). 357 Grove Street is currently subject to a restrictive covenant which limits utilization of the Site for “childcare, playground or recreational areas, schools (or any similar use which is intended to house, educate, or provide care for children),” among others. This Site Approval is conditional upon a revision of the restriction to remove reference to the restriction on housing in its entirety.

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

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

Municipal Comments

The Municipality was given a thirty (30) day period in which to review the Site Approval application and submit comments to MassHousing. At the request of Melissa Santucci, Braintree's Assistant Director of Planning and Community Development, this period was extended to 45 days. Mayor Joseph C. Sullivan submitted a letter regarding the Application dated November 25, 2019 summarizing comments from Municipal officials and departments, and residents of Braintree. Mayor-Elect Charles C. Kokoros also submitted a letter dated November 25, 2019 commenting on the proposed Project. Both letters expressed opposition and identified the following specific areas of concern:

- The Municipality expressed concern that the proposed building's massing, scale, and height is out of character with the surrounding suburban neighborhood.
- The Municipality is concerned about traffic impacts from the proposed Project, noting that the intersection of Liberty and Grove Streets currently operates between a Level of Service (LOS) C and E at peak hours. The Municipality requests that a traffic impact analysis be completed and that any additional trips to this location be mitigated to maintain or improve the intersection's current LOS.
- The Municipality would like more information on the sewer easement shown in the Applicant's site plan drawings, to ensure that the development will not adversely impact any rights that others possess within the easement.
- The Municipality is concerned that the proposed Project's surface parking areas and associated vehicle circulation will negatively impact the Site's wetland resource areas and the abutting single-family neighborhood.
- The Municipality is concerned about stormwater management on the Site, noting that the area has high groundwater due to on-site wetland resource areas, and questions the ability for the proposed Project to comply with Massachusetts DEP Stormwater Regulations and all other applicable permitting required in connection with the filling of a resource area.
- Given the historic use of the Site as a gas station, the town requests additional information in connection with any and all environmental remediation that will be required.
- The Municipality expressed concern relative to the extent of tree-clearing and site re-grading associated with the proposed Project.

Community Comments

In addition to comments submitted by the Municipality, MassHousing received approximately one hundred and sixty (160) letters from area residents expressing additional comments and concerns regarding the proposed Project. In general, letters from the community opposed the proposed Project, echoing and elaborating on many of the concerns identified by the Municipality. Concerns raised by the community are summarized as followed:

- Traffic congestion (Liberty/Grove Streets intersection)
- Motorist safety (history of accidents at Liberty/Grove Streets intersection)
- Pedestrian safety (particularly for schoolchildren)
- Noise and light pollution
- Water supply
- Environmental, health, and safety concerns related to prior gas station use
- Deed restriction on 357 Grove Street and potential child safety issues
- Wetlands protection
- Size of building
- Neighborhood character
- Preservation of historic home at 1006 Liberty Street

The majority of the letters completely opposed multifamily residential development on the Site, noting that it does not comply with underlying zoning and requesting that the Project be denied. Several letters, however, requested a workable solution for the proposed Project, Site, and Town. One letter expressed support for the proposed Project, noting that it was an improvement to the Site's existing use and that it filled a need for increased housing diversity in Braintree.

Comments Outside of the Findings

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

- Possible impacts on the capacity and on the quality of the Braintree Public Schools.

MassHousing Determination

MassHousing staff has determined that the Project appears generally eligible under the requirements of the Program, subject to the conditions set forth herein, final review of eligibility, and to Final Approval². As a result of our review, we have made the findings as required pursuant

² MassHousing has relied on the Applicant to provide truthful and complete information with respect to this approval. If at any point prior to the issuance of a comprehensive permit MassHousing determines that the Applicant has failed to disclose any information pertinent to the findings set forth in 760 CMR 56.04 or information requested in the Certification and Acknowledgment of the Application, MassHousing retains the right to rescind this Site Approval letter.

to 760 CMR 56.04(1) and (4). Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto. It is important to note that Comprehensive Permit Rules limit MassHousing to these specific findings in order to determine Project Eligibility. If, as here, MassHousing issues a determination of Project Eligibility, the Developer may apply to the Zoning Board of Appeals of the Municipality for a Comprehensive Permit. At that time, local boards, officials and members of the public are provided the opportunity to further review the Project to ensure compliance with applicable state and local standards and regulations.

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

- Development of this Site will require compliance with all state and federal environmental laws, regulations and standards applicable to existing conditions and to the proposed use related to building construction, stormwater management, wastewater collection and treatment, and hazardous waste safety. The Applicant should expect that the Municipality will require evidence of such compliance prior to the issuance of a building permit for the Project.
- The Applicant should be prepared to provide sufficient data to assess potential traffic impacts and parking needs and respond to reasonable requests for mitigation. Traffic patterns should be reviewed for the Site access and egress, particularly during peak travel times.
- The Applicant should be prepared to provide detailed information relative to proposed water and sewer use, potential impacts on existing capacity, and appropriate mitigation. Furthermore, the Applicant should work with the Municipality to shift the Site's sewer easement as may be required for construction of the proposed Project.
- The Applicant should be prepared to provide detail information relative to light and noise impacts, and respond to reasonable requests for mitigation
- The Applicant should be prepared to address Municipal concerns relative to the size, scale and density of the Project and its impact on the character of the surrounding neighborhood, and to fully describe the proposed measures to address and mitigate these concerns. Updated designs and plans should depict the immediate neighborhood context, particularly the abutting single-family homes.
- The Applicant is encouraged to provide clear pedestrian circulation throughout the Site, including sidewalks and crosswalks.
- The applicant is encouraged to maintain as many existing trees on the Site as possible. Existing vegetation should be augmented with new landscaping to integrate the development into the existing environment and provide privacy for both abutters and

residents. In particular, vegetative buffers along Site boundaries are encouraged to reduce the scale, create a sense of entry, and improve the street presence of the proposed Project.

- The Applicant should be prepared to discuss all conditions, required environmental assessments, and potential remediation needed in connection with the Site's prior use as a gas station.
- The Applicant should be prepared to discuss certain deed restrictions that apply to the Site, specifically at 357 Grove Street and progress towards negotiating a revision to those restrictions.

MassHousing has also reviewed the application for compliance within the requirements of 760 CMR 56.04(2) relative to application requirements and has determined that the material provided by the Applicant is sufficient to show compliance.

This Site Approval is expressly limited to the development of no more than ninety-six (96) rental units under the terms of the Program, of which not less than twenty-four (24) of such units shall be restricted as affordable for low- or moderate-income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of financing and does not constitute a site plan or building design approval. Should you consider, prior to obtaining a comprehensive permit, the use of any other housing subsidy program, the construction of additional units or a reduction in the size of the Site, you may be required to submit a new Site Approval application for review by MassHousing. Should you consider a change in tenure type or a change in building type or height, you may be required to submit a new site approval application for review by MassHousing.

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

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

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

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

If you have any questions concerning this letter, please contact Katherine Miller at (617) 854-1116.

Sincerely,



Chrystal Kornegay
Executive Director

cc: Jennifer Maddox, Acting Undersecretary, DHCD
The Honorable John F. Keenan
The Honorable Mark J. Cusack
The Honorable Charles C. Kokoros, Mayor
Stephen Karl, Chair, Zoning Board of Appeals
Melissa Santucci, Assistant Director of Planning & Community Development

Attachment 1

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

Highlands Village, Braintree, MA #1053

After the close of a 45-day review period including a 15-day extension, MassHousing hereby makes the following findings, based upon its review of the application, and taking into account information received during the site visit and from written comments:

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

The Project is eligible under the NEF housing subsidy program and at least 25% of the units will be available to households earning at or below 80% of the Area Median Income, adjusted for household size, as published by the U.S. Department of Housing and Urban Development ("HUD"). The most recent HUD income limits indicate that 80% of the current median income for a four-person household in Braintree is \$89,200.

Proposed rent levels of \$1,417 for a studio, \$1,598 for a one-bedroom affordable unit, \$1,765 for a two-bedroom affordable unit and \$1,921 for a three-bedroom affordable unit are within current affordable rent limits for the Boston-Cambridge-Quincy HMFA under the NEF Program.

A letter of interest was provided by South Shore Bank, a member bank of the FHLBank Boston.

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

Based on MassHousing staff's site inspection, internal discussions, and a thorough review of the application, MassHousing finds that the Site is suitable for residential use and development and that such use would be compatible with surrounding uses.

Section IV-A (3) (a) of the Guidelines provide guidance to Subsidizing Agencies for evaluating a municipality's actions intended to meet affordable housing needs. The Municipality noted that it works towards housing production goals through Special Permit negotiations, and that two recent Special Permit Decisions issued by the Planning Board for residential developments totaling 50 units of housing will provide 5 (three condominiums and two apartments) affordable units. The Municipality also suggested that it has pursued achieving its statutory minima relative to the 1.5 percent General Land Area Minimum (GLAM) with two prior comprehensive permit applications and will continue to challenge the Housing Appeals Committee's (HAC) recent GLAM decision, dated June 27, 2019 which found the Municipality's GLAM to be at 1.39 percent.

MassHousing relies on the Housing Unit Minimum in connection with our determination of Project Eligibility. According to DHCD's Chapter 40B Subsidized Housing Inventory (SHI), updated through November 2019, Braintree has 1,373 Subsidized Housing Inventory (SHI) units (9.63 % of its housing inventory), which is 53 SHI units shy of the 10% SHI threshold. Braintree does not have a DHCD Certified Housing Production Plan.

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

- **Relationship to Adjacent Building Typology (Including building massing, site arrangement, and architectural details):**
The surrounding neighborhood is comprised of a mix of uses. The neighborhood to the south of the Site consists primarily of single-family residences small to medium in size. The area to the north of the Site is commercial in nature. A large shopping plaza that includes a Stop and Shop, other box stores, and supporting surface parking sits diagonally across from the Site to the north. Examples of existing multi-family housing developments are located in the vicinity of the Site, approximately one-half mile north and north west on Liberty Street and Grove Streets respectively.

The developer intends to build one 4-story, 96-unit, L-shaped apartment building. The proposed building is designed to wrap around the corner of Liberty and Grove Streets to limit the impact on abutting single-family homes. Proposed building elevations indicate projecting bays, balconies, fenestrations, and pitched roof features to articulate the façade and break up the massing of the building.

- **Relationship to adjacent streets/Integration into existing development patterns**
The Project is located on three parcels of land that are located at the intersection of Grove Street and Liberty Street, both two-way roadways that connect the Site to Hancock Street and Braintree Center, Route 3, and neighboring towns to the south and east. While the Site is primarily auto-oriented, it is proximate to the Braintree MBTA Red Line and commuter rail station, roughly 1.5 miles away. Access and egress to the Site is accommodated on both Grove Street and Liberty Street. The proposed curb cuts are located at the edges of the Site to push traffic associated with the proposed Project away from the four-way signaled intersection.

Existing zoning at 357 Grove Street includes a combination of General Business and Residential B along the parcel's frontage, and Residential A for the remaining rear portion of the parcel. While a mix of uses is reflected in the existing zoning, 357 Grove Street is currently subject to a restrictive covenant which limits utilization of the Site for "childcare, playground or recreational areas, schools (or any similar use which is intended to house, educate, or provide care for children)," among others. The Applicant has executed a Letter of Intent with the prior owner to remove any reference to a restriction on housing. Existing zoning at 365 Grove Street and 1006 Liberty Street is

Residential B along each parcel's frontage, and Residential A for the remaining rear portion of each parcel.

- **Density**

The Developer intends to build ninety-six (96) apartments in one (1) multi-family apartment building on 3.37 acres of land, 3.16 of which are buildable. The resulting density is 31 units per buildable acre, which is acceptable given the proposed housing type, and the proximity of the project to public transportation and a mix of uses.

- **Conceptual Site Plan**

The site plan is very straightforward, consisting of one 4-story, L-shaped building fronted along Grove Street and Liberty Street. A loop-road enters and exits the Site on both street frontages, wrapping around the rear of the building. The majority of the proposed Project's parking is organized into surface parking clusters located at the rear of the Site. Additional parking, including some parallel spaces, is found along the building's street frontages. The Project proposes a total of one hundred forty-six (146) parking spaces. The resulting ratio is 1.52 parking spaces per unit. A central green is proposed at the rear of the structure, accommodating much of the Site's wetland area and creating an attractive focal point for residents and opportunities for a peripheral walking path.

- **Environmental Resources**

There are approximately 0.21 acres of unbuildable wetland area on the site that will be subject to further review by the local Conservation Commission under a Notice of Intent. The Site's wetland area consists of a Bordering Vegetated Wetland (BVW), which contains an ephemeral ponding area that drains into an intermittent stream. The site plan is organized in a way that both incorporates these wetland features into the landscaping of the Site, while also maintaining physical separation from the built portion of the development. The proposed building lies entirely outside the BVW's 25' no disturb area, but within the 100' buffer. The Site is currently highly disturbed and contains many invasive plant species. Additionally, there were several areas of dumping, including old fill material, garbage, and woody debris. While the property had a prior use as a gas station, the Applicant notes that there is no known evidence of hazardous materials on the Site.

- **Topography**

The Site's topography includes a modest knoll near the Grove Street frontage and a low-lying wetland area at the center of the Site. Moderate elevation gain along the southern portion of the Site helps to buffer single-family homes to the rear. The Site's topography is not an impediment to the proposed development.

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

MassHousing's Appraisal and Marketing (A&M) Division reports that residential real estate markets in the area continue to show strong momentum. Home and apartment vacancy rates in Braintree Highlands are 8.4%, which is near the middle range for vacancies. Braintree Highlands'

real estate is primarily made up of medium sized (three or four bedroom) to small (studio to two bedroom) single-family homes and apartment complexes. Most of the residential real estate is owner occupied. The proposed rental development should be able to be competitive within the housing market in which it will be situated.

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

MassHousing has commissioned an as "As-Is" appraisal which indicates a land valuation of \$1,765,000. The Project pro forma includes a proposed investment of \$6,000,000 in private equity. A preliminary review of the pro forma indicates that the per-unit construction costs are within the normal range for similar multi-family developments. Based on estimated development costs, the Project appears to be financially feasible and within the limitations on profits and distributions.

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

MassHousing finds that the Applicant must be organized as a Limited Dividend Organization. MassHousing sees no reason this requirement could not be met given information reviewed to date. The Applicant meets the general eligibility standards of the NEF housing subsidy program.

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

The Applicant or a related entity to the Applicant controls the entire 3.37-acre Site by virtue of the following deeds and agreements:

Address	Ownership Status	Norfolk Land Court Registry Info
357 Grove Street	Deed	Certificate #195873
365 Grove Street	Purchase and Sale Agreement, expiring 2/17/2020, with option for 45-day extension	N/A
1006 Liberty Street	Purchase and Sale Agreement, expiring 8/24/2020	N/A

PARCEL A

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

Ctf#: 195873

Norfolk County Land Court

MASSACHUSETTS STATE EXCISE TAX
Norfolk County Land Court

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

Ctl#: 1274

Doc#: 1380097

Fee: \$3,648.00 Cons: \$800,000.00 **QUITCLAIM DEED** O T

Property ^{A N} 357 Grove Street, Braintree, Massachusetts ^{A N} L

C O P Y

C O P Y

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

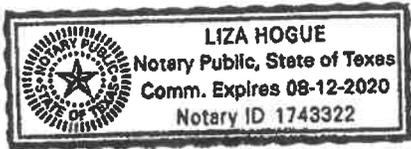
By: Rich Hatch
Printed Name: Richard J. Hatch, Authorized Signatory
Title: Vice President - Real Estate

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on June 8th, 2017, by Richard J. Hatch, 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
OFFICIAL
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 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 A
LOI - MODIFICATION

Mr. Vincent Record
Sr. Manager, Business Development
Sunoco LP
8020 Park Lane
Dallas, Texas 75231

LETTER OF INTENT
FOR MODIFICATION OF DEED RESTRICTIONS

January 31, 2020

The purpose of this letter of intent (this "LOI") is to outline and memorialize the proposed terms and conditions upon which Sunoco (R&M), LLC, a Pennsylvania limited liability company ("Sunoco"), would agree to amend and/or clarify certain deed restrictions encumbering that certain real property located at 357 Grove Street in Braintree, Massachusetts (the "Property"), which Property is currently owned by Liberty Grove LLC, a Massachusetts limited liability company ("Liberty Grove").

1. Deed Restrictions: The Property is currently subject to certain deed restrictions, as further provided in that certain Quitclaim Deed from Sunoco to Liberty Grove recorded with the Norfolk Registry District of the Land Court on June 14, 2017 as Document 1380097 (the "Sunoco Deed") recording with Certificate Number 195873.
2. Definitive Agreement: Upon the execution of this LOI by all parties, Sunoco and Liberty Grove will proceed in good faith to negotiate a definitive agreement (the "Definitive Agreement") which shall modify the provisions of Section 2B(i) to eliminate any references which potentially limit the ability of Liberty Grove to construct residential housing on the property which shall include the ability for children to reside at the property and utilize all areas and all recreational facilities available.

Said amendment may include wording which can limit certain businesses from operating on the property which may include children. Any such restriction is strictly related to business uses.

The Definitive Agreement shall be entered into prior to March 1, 2020. The Definitive Agreement shall include the following terms:

At a mutually agreed upon date with at least fourteen (14) days prior written notice by Liberty Grove to Sunoco, (a) Sunoco shall deliver to Liberty Grove an amendment or clarification of the Deed Restrictions as set forth in this letter of intent in a form appropriate for recording in the Norfolk Registry District of the Land Court and otherwise reasonably

acceptable to Liberty Grove (the "Release"); (b) Liberty Grove and George Clements, Clements Investments, LLC shall deliver to Sunoco an agreement by which such parties agree to indemnify Sunoco and its affiliates from and against any claims for injury or damage caused by the environmental condition of the Property; and (c) Liberty Grove shall deliver to Sunoco the sum of \$100,000 as consideration for the amendment or clarification of the Deed Restrictions with \$20,000.00 to be paid as a non-refundable deposit being paid by wire upon execution of this LOI and another \$80,000.00 upon final approval of the housing development by the state and local authorities. If Liberty Grove withdraws the application for any reason, the full \$100,000.00 shall be paid to Sunoco. If the application is rejected, Liberty Grove shall pay Sunoco another \$55,000.00 in addition to the non-refundable deposit of \$20,000.00 for a total of \$75,000.00.

3. Confidentiality: Sunoco and Liberty Grove agrees to keep the terms of this LOI confidential, except for the ability of Liberty Grove to share the terms with MassHousing and not disclose same to any other person or entity without the prior consent of the other parties. This provision shall survive the expiration or termination of this LOI.
4. Non-Binding: This LOI is non-binding but intended to impose on the parties hereto an obligation to negotiate, in good faith, an agreement regarding the release of the Deed Restrictions. Any binding agreement between the parties would only arise as a result of the negotiation, execution and delivery of a written definitive agreement regarding the release of the Deed Restrictions having terms and conditions satisfactory to the parties to such agreement.
5. Term: This LOI will expire on February 29, 2020 at 5:00 p.m. Eastern Standard Time unless executed by all parties.

[signatures on following page]

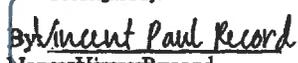
Very truly yours,

**LIBERTY GROVE LLC, its nominee, heirs or subsidiaries
a Massachusetts limited liability company**

By: 
Name: *George Clements*
Title: *manager*

Acknowledged and agreed as of February __, 2020:

**SUNOCO (R&M), LLC,
a Pennsylvania limited liability company**

DocuSigned by:
By: 
Name: *Vincent Paul Record*
Title: Sr. Manager

PARCEL B



MASSACHUSETTS ASSOCIATION OF REALTORS

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

The parties make this Agreement this _____ day of 08/23/2019, _____. 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. McIsaac, Linda A. McIsaac [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 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

GC

[Signature]

LAM

BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials



Statewide Standard Real Estate Forms

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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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BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials



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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

G.C. _____ ⁵ E.M. LAM _____
BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials



Commonwealth of Massachusetts

BOARD OF REGISTRATION OF REAL ESTATE BROKERS AND SALESPERSONS www.mass.gov/dpl/boards/re MASSACHUSETTS MANDATORY REAL ESTATE LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE **THIS IS NOT A CONTRACT**

This disclosure is provided to you, the consumer, by the real estate licensee listed in this disclosure.

THE TIME WHEN THE REAL ESTATE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. In the event this relationship changes, an additional disclosure must be provided and completed at that time.

CONSUMER INFORMATION AND RESPONSIBILITY:

If you are a buyer or seller, you can engage a real estate licensee to provide advice, assistance and representation to you as your agent. The real estate licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent), or can assist you as a Facilitator.

All real estate licensees, regardless of the working relationship with a consumer must, by law, present properties honestly and accurately, and disclose known material defects in the real estate.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance, zoning, permitted use, or land survey matters, it is your responsibility to consult a professional in those areas. Real estate licensees do not and cannot perform home, lead paint, or insect inspections, nor do they perform septic system, wetlands or environmental evaluations.

Do not assume that a real estate licensee works solely for you unless you have an agreement for that relationship.

For more detailed definitions and descriptions about real estate relationships, please see page 2 of this disclosure.

THE SELLER OR BUYER RECEIVING THIS DISCLOSURE IS HEREBY ADVISED THAT THE REAL ESTATE LICENSEE NAMED BELOW IS WORKING AS A:

Check one: Seller's agent Buyer's agent Facilitator

If seller's or buyer's agent is checked above, the real estate licensee must complete the following section:

Check one: Non-Designated Agency

The real estate firm or business listed below and all other affiliated agents are also working as the agent of the Seller Buyer

Designated Agency

Only the licensee named herein represents the Seller Buyer (designated seller agency or designated buyer agency). In this situation any other agents affiliated with the firm or business listed below do not represent you and may represent another party in your real estate transaction.

By signing below, I, the real estate licensee, acknowledge that this disclosure has been provided to the consumer named herein:

Robert A. Cusack dotloop verified 08/23/19 2:19 PM EDT ZCHY-RXPN-GZ6N-FMFM **Robert Cusack** 9503739 Broker Salesperson 08/23/2019
Signature of Real Estate Licensee Printed Name of Real Estate Licensee License # Today's Date

Cusack & Associates, Inc. 422437
Name of Real Estate Business Firm Brokerage Firm Real Estate License #

[Signature] Liberty Grove, LLC, George Clements, Manager Buyer Seller 08/23/2019
Signature of Consumer Printed Name of Consumer Today's Date

[Signature] [Name] Buyer Seller Today's Date
Signature of Consumer Printed Name of Consumer Today's Date

Check here if the consumer declines to sign this notice.

Last Revised: January 24, 2017



STANDARD FORM
PURCHASE AND SALE AGREEMENT

This 28TH day of October, 2019.

- 1. PARTIES AND MAILING ADDRESSES **DARNICA J. CURRIE**, of 365 Grove Street, Braintree, MA 02184 hereinafter called the SELLER agrees to SELL and **CLEMENTS INVESTMENTS, LLC**, a Massachusetts Limited Liability Company, of 63 Monatiquot Avenue, Braintree, MA 02184, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
- 2. DESCRIPTION The property and buildings thereon known as **365 GROVE STREET, BRAINTREE, MA 02184**, more fully described in a Deed recorded with the Norfolk County Land Court Registry of Deeds, Document No. 1408357, Certificate No. 198936.
- 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES Included in the sale as a part of said premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including if any, all wall-to-wall carpeting, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, air conditioning equipment (if any) and ventilators.

but excluding: Seller's personal property
- 4. TITLE DEED Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances except
 - (a) Provisions of existing building and zoning laws.
 - (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed.
 - (c) Any liens for municipal betterments assessed after the date of closing; and
 - (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use and marketability of said premises as a single-family home.
- 5. PLANS If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
- 6. REGISTERED In addition to the foregoing, if the title to said premises is registered, said deed

G.C.

shall be in form sufficient to entitle the BUYER a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE & BUYER CREDIT AT CLOSING

The agreed purchase price for said premises is **SIX HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$625,000.00) U.S. DOLLARS**, of which

\$ 1,000.00 was received with Offer to Purchase
\$ 56,500.00 was received upon execution of Purchase & Sale Agreement as a non-refundable deposit
\$ 567,500.00 are to be paid at the time of delivery of the deed by attorney's IOLTA check or wire transfer.

\$ 625,000.00 TOTAL

8. TIME FOR PERFORMANCE DELIVERY OF DEED

Such deed is to be delivered at **12:00 o'clock P.M.** on the **17th day of February, 2020** at the Norfolk County Registry of Deeds or office of Buyer's lender's attorney or at a location agreed upon in writing. **At BUYER's option, such closing date may be extended up to an additional 45 days with written notice to SELLER.**

It is agreed that time is of the essence of this agreement.

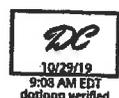
9. POSSESSION AND CONDITIONS OF PREMISES

Full possession of said premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they were at time of buyer's inspection, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with all of the provisions of this Agreement including any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Agreement.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty days, provided said extension does not negatively impact or extend beyond Buyer's mortgage commitment and/or rate lock and buyer does not incur additional costs. Seller shall not be required to incur costs or expenses (excluding discharge of mortgages and liens and payment of outstanding real

G.C.



estate taxes and municipal charges) totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the premises conform or to deliver possession as agreed.

11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at Buyer's option, any payments made under this agreement shall be forthwith refunded and all other obligations of the parties shall cease and this agreement shall be void without recourse to the parties hereto.
12. **BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, with approval from BUYER'S lender, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. **ACCEPTANCE OF DEED**

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or as soon as possible thereafter, with respect to institutional mortgages being paid in full from the proceeds of the sale, in accordance with local conveyancing custom.
15. **INSURANCE**

Until the delivery of the deed, the SELLERS shall maintain insurance on said premises as follows:

G.C.

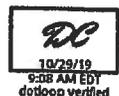
(Type of Insurance) (Amount of Coverage)

(a) fire & extended coverage as presently insured

(b) All risk of loss to remain with the Seller until the recording of the deed.

16. ADJUSTMENTS Water and Sewer use charges, trash (if applicable) and taxes for the then current fiscal year, shall be apportioned, and fuel value adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE (fill in fee with dollar Percentage) A Broker's fee for professional services as per MLS Listing is due from the Seller to **Berkshire Hathaway HomeServices Warren Residential to be shared with Cusack & Associates, Inc.** as agreed, only upon receipt of full consideration and recording of the deed and not otherwise.
19. BROKER(S) WARRANTIES (fill in name) The Broker(s) named herein, **Berkshire Hathaway HomeServices Warren Residential**, warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
NOT APPLICABLE.
20. DEPOSIT (fill in name) All deposits made hereunder shall be held in escrow by **BERKSHIRE HATHAWAY HOMESERVICES WARREN RESIDENTIAL**, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending written instructions mutually given by the SELLER and the BUYER or final order by a court of competent jurisdiction.
21. BUYER'S DEFAULT DAMAGES If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be Seller's sole and exclusive remedy at law and in equity.

G.C.



22. **BROKER AS PARTY** The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
23. **LIABILITY OF TRUSTEE, SHAREHOLDER BENEFICIARY, etc.** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
24. **WARRANTIES AND REPRESENTATIONS (fill in)** The Buyer acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement and any Riders attached hereto or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): None.
25. **MORTGAGE CONTINGENCY CLAUSE** NOT APPLICABLE
26. **CONSTRUCTION OF AGREEMENT** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
27. **LEAD PAINT LAW** The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
28. **SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS** The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating the said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.
29. **ADDITIONAL** Rider A and Rider B attached hereto, are incorporated herein by reference.

G.C.

PROVISIONS

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

Darnica Currie

dotloop verified
10/29/19 9:08 AM EDT
KQJN-XSWC-KNFT-VCHW

SELLER: Darnica J. Currie



BUYER: Clements Investments, LLC
By George Clements, Manager

G.C.

DC
10/29/19
9:08 AM EDT
dotloop verified

**RIDER A TO PURCHASE AND SALE AGREEMENT REGARDING SALE
OF 365 GROVE STREET, BRAINTREE, MA**

1. **TIME IS OF THE ESSENCE:** It is agreed that with regard to the date of delivery of the deed described in paragraph 8 of this agreement and other matters related thereto that time shall be of the essence.
2. **NO WARRANTY "AS IS" CONDITION:** Except as otherwise set forth herein, SELLERS make no warranties, either express or implied, as to the condition of the property. By execution of this agreement BUYERS acknowledge for BUYERS and BUYERS' successors, heirs and assignees, that BUYERS have been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of BUYERS' choosing, and except as otherwise set forth herein, that they are satisfied with same and that in purchasing the property, BUYERS are not relying on SELLERS or their agents with regard to the condition of the property and / or any improvements thereon, including but not limited to electrical, plumbing, heating, sewage, roof, foundation, soils and geology, lot size or suitability of the property and / or its improvements for any particular purpose. Nor are the BUYERS relying on the SELLERS with regard to the structural soundness of the property and / or its improvements and / or its compliance with any city, county, state and / or Federal statues, codes or ordinances. BUYERS assume responsibility to check with appropriate municipal and / or state authorities for intended use and hold SELLERS harmless as to suitability for BUYERS' intended use other than as currently used. Except as may otherwise be found herein, the closing of this transaction shall constitute an acknowledgement by the BUYERS that THE PREMISES ARE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE UNLESS OTHERWISE SET FORTH HEREIN OR PREVIOUSLY MADE IN WRITING AND IN AN "AS IS" CONDITION, AS OF THE TIME OF BUYER'S INSPECTIONS, REASONABLE WEAR AND TEAR AT TIME OF CLOSING BASED ON BUYERS' OWN INSPECTION. Buyer further acknowledges and agrees that this provision has been specifically negotiated between the Seller and the Buyer, that Buyer has been represented by counsel in said negotiation, and that Seller would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. The provisions of this paragraph shall survive the closing and delivery of the Deed hereunder.
3. In the event of any conflict between the provisions of the Riders and those in the main body of the purchase and sale agreement, the Riders shall control.

Any notices to the Buyer shall be provided by fax or email to:

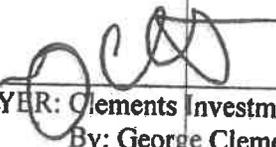
Sean Z. Keough, Esq.
100 Cummings Center, Suite 437-Q
Beverly, MA 01915
Phone: 978-232-9323
Fax: 978-336-8488
Email: sean@szklaw.com

NOTICE: THIS IS A LEGAL DOCUMENT WHICH CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY. WE THE UNDERSIGNED, HAVE READ AND UNDERSTOOD ALL THE PROVISIONS.

Darnica Currie

dotloop verified
10/29/19 11:03 AM EDT
PTC-DXSW-HBNC-H74J

SELLER: Darnica J. Currie


BUYER: Clements Investments, LLC
By: George Clements, Manager

**RIDER B
ADDENDUM TO PURCHASE & SALES AGREEMENT
(Hereinafter the "Agreement")**

**Seller: DARNICA J. CURRIE
to**

Buyer: CLEMENTS INVESTMENTS, LLC

Property: 365 GROVE STREET, BRAINTREE, MA 02184

NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY:

1. **NOTICE OF VIOLATIONS/SUITS/JUDGMENTS.** SELLER represents to BUYER that SELLER has not received any written notice of, nor has SELLER any knowledge of, any fire, zoning, building code, pollution or health violations in or on the premises to be conveyed pursuant to this Agreement, nor has SELLER any such notice or knowledge of any suits or judgments in relation to any such violations.
2. **TITLE COMPLIANCE.** It is understood and agreed by the parties that the premises shall not be in conformity with title provisions of this Agreement unless:
 - a. all buildings, structures and improvements, including, but not limited to, any driveways, garages, septic Systems and/or cesspools, and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity, except pursuant to a valid, recorded perpetual easement;
 - b. no building, structure or improvement of any kind belonging to any other person or entity encroaches upon or under said premises;
 - c. all improvements located on the premises have been constructed in accordance with any covenants and/or municipal orders of conditions or special permits, governing the same, and, if required by said covenants and/or municipal orders of conditions or special permits, a recordable certificate of compliance is delivered at the closing or has been previously recorded in the Registry of Deeds; and
 - d. BUYER's survey or mortgage plot plan indicates that no structure or improvement situated upon the premises violates the zoning ordinances or by-laws of the municipality in which the premises are located or the provisions of M-G.L. Chapter 40A, unless SELLER establishes to BUYER's satisfaction that such structures or improvements are validly non-conforming in accordance with said ordinances, by-laws and general laws.
3. **SELLER'S REPRESENTATIONS as to the Premises.** SELLER represents to BUYER, to the best of his actual knowledge, and with no duty of independent investigation, as follows:
 - a. SELLER has full right, power and authority to enter into and become bound by this Agreement and to consummate the transactions contemplated hereby; that any person other than SELLER executing this Agreement has been duly authorized by all necessary action and has full right, power and authority to execute and deliver this Agreement on behalf of SELLER;
 - b. Said premises and their present uses are not in violation in any respect of applicable zoning, building and subdivision laws and regulations.
 - c. The SELLER has not received any notice that the premises are in violation of any federal, state or local environmental, sanitary, health or safety statute, ordinance, code, by-law, rule or regulation and that the SELLER has no actual knowledge of any such violations;

SELLER INITIAL

DC

SELLER INITIAL

BUYER INITIAL

G.C.

BUYER INITIAL

P&S Rider B

- d. The SELLER has no knowledge of any pending or anticipated betterment assessments, encumbrances, and/or liens affecting the premises;
 - e. To the best of SELLER'S knowledge, the SELLER has complied with all terms and conditions of all existing restrictions or easements applicable to the premises, if any;
 - f. said premises are not subject to any judicial or tax liens;
 - g. There are no tenancies, occupancies or licenses in or to the premises, except the Seller;
 - h. Seller has not commenced nor has Seller received notice of the commencement of any proceeding which seeks to change the present zoning classification of the premises. Seller will not initiate any such proceedings and will promptly notify Buyer if Seller receives notice of any such proceedings commenced by a third party;
 - i. Seller is the owner of all fixtures conveyed hereunder and there are no conditional sales or retail installment sales agreements to any such fixtures conveyed hereunder;
 - j. the Premises are serviced by all usual and customary utilities, including electric, gas (if applicable), telephone, municipal water, and any others which are brought to the Premises directly from the street or under, across, or over land of another by means of a validly recorded unencumbered easement of record;
 - k. any environmental rule or regulation, law or permit, including orders of condition or permits, have been satisfied in full (other than perpetual conditions), and certificates of compliance recorded therefore, or other satisfactory security or indemnity shall be provided from SELLER to BUYER at closing;
4. **TITLE INSURANCE.** It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem which renders the title "unmarketable", BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.
5. BUYER and SELLER acknowledge that they have been informed that the BUYER'S Attorney may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing in addition to the representation of the BUYER in this transaction, and that both BUYER and SELLER have no objection to and consent to this dual representation of BUYER and Lender, by BUYER'S attorney. Furthermore, BUYER and SELLER authorize the release of the preliminary and fully executed ALTA Settlement Statement to the brokers involved in this transaction and their respective offices.

SELLER INITIAL

SELLER INITIAL

BUYER INITIAL

BC

BUYER INITIAL

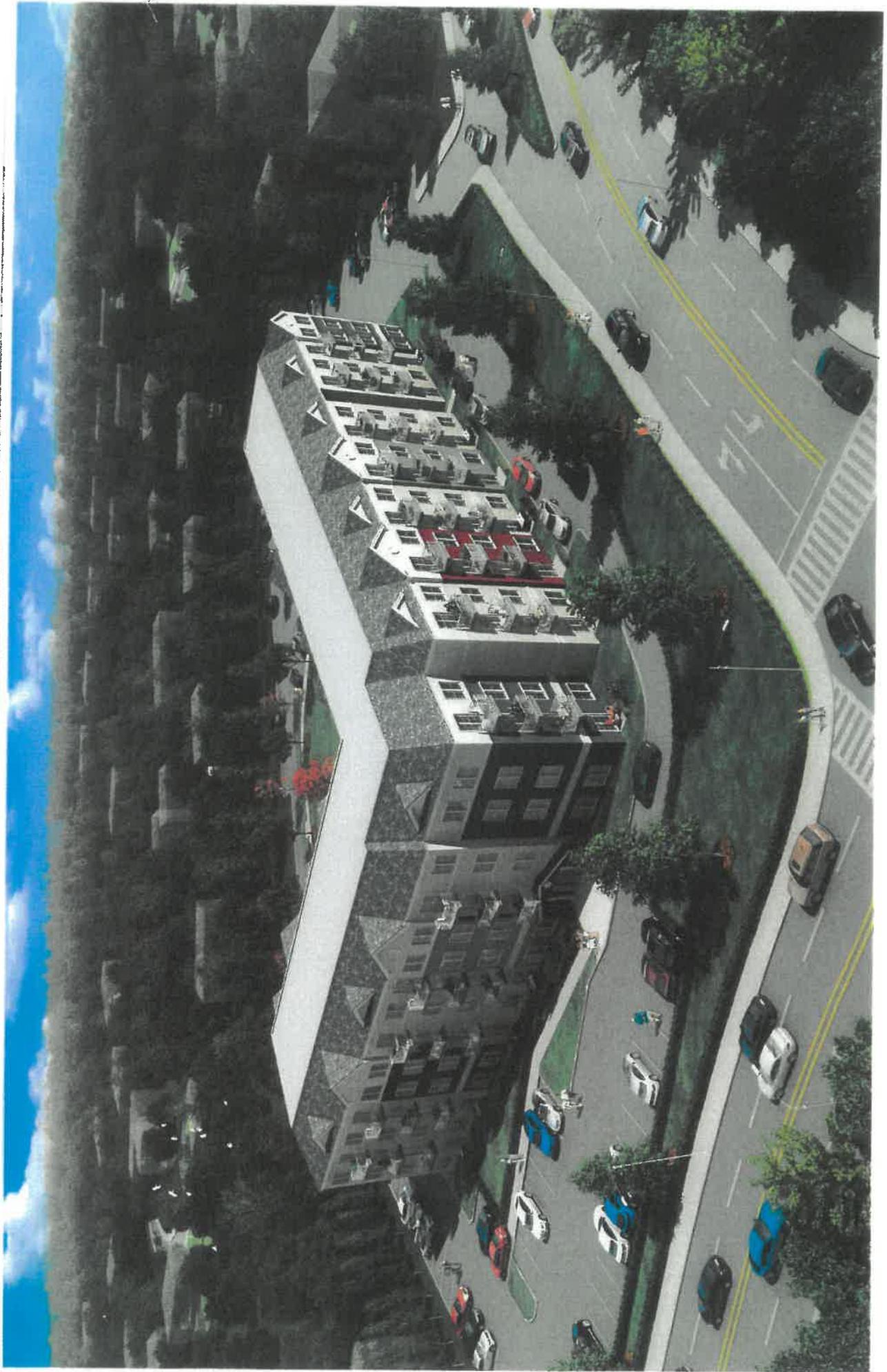
HIGHLANDS VILLAGE

COMPREHENSIVE PERMIT APPLICATION – BRAINTREE ZBA

3. PRELIMINARY ARCHITECTURAL PLANS

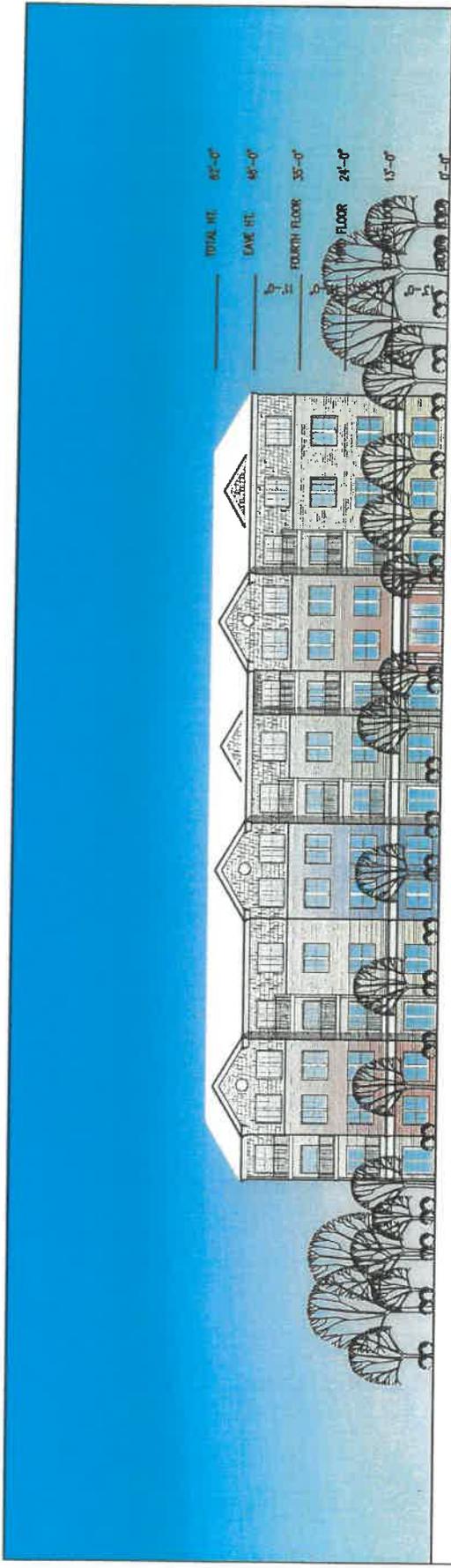
- a. Colored Renderings & Elevations**
- b. Building Layout & Unit Floor Plans**
- c. Unit Count Summary Sheet**



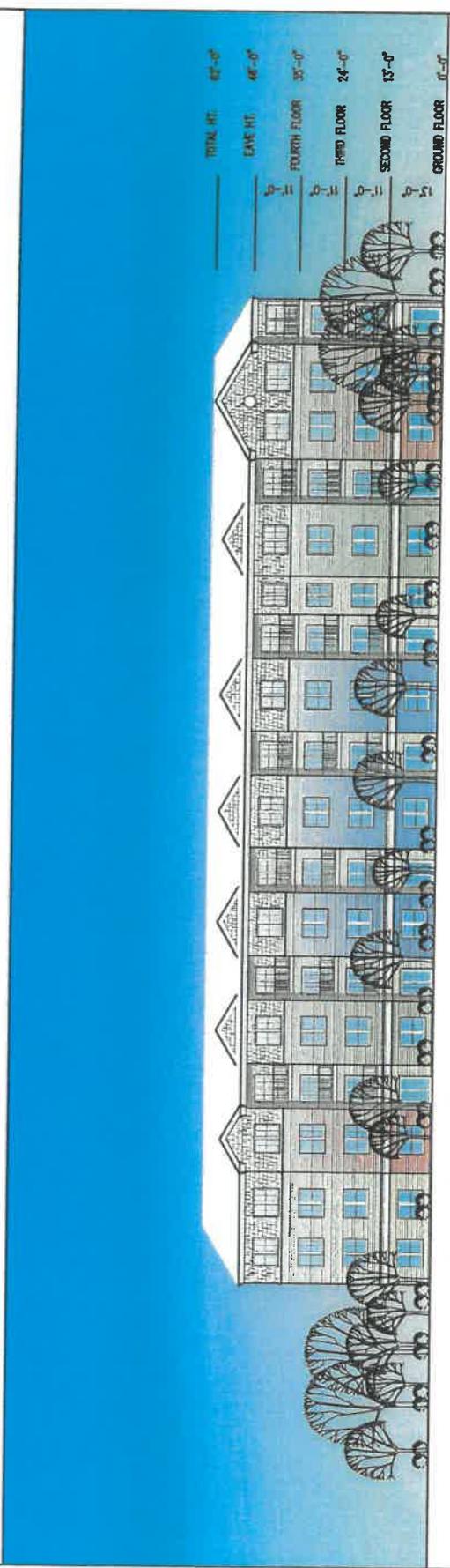








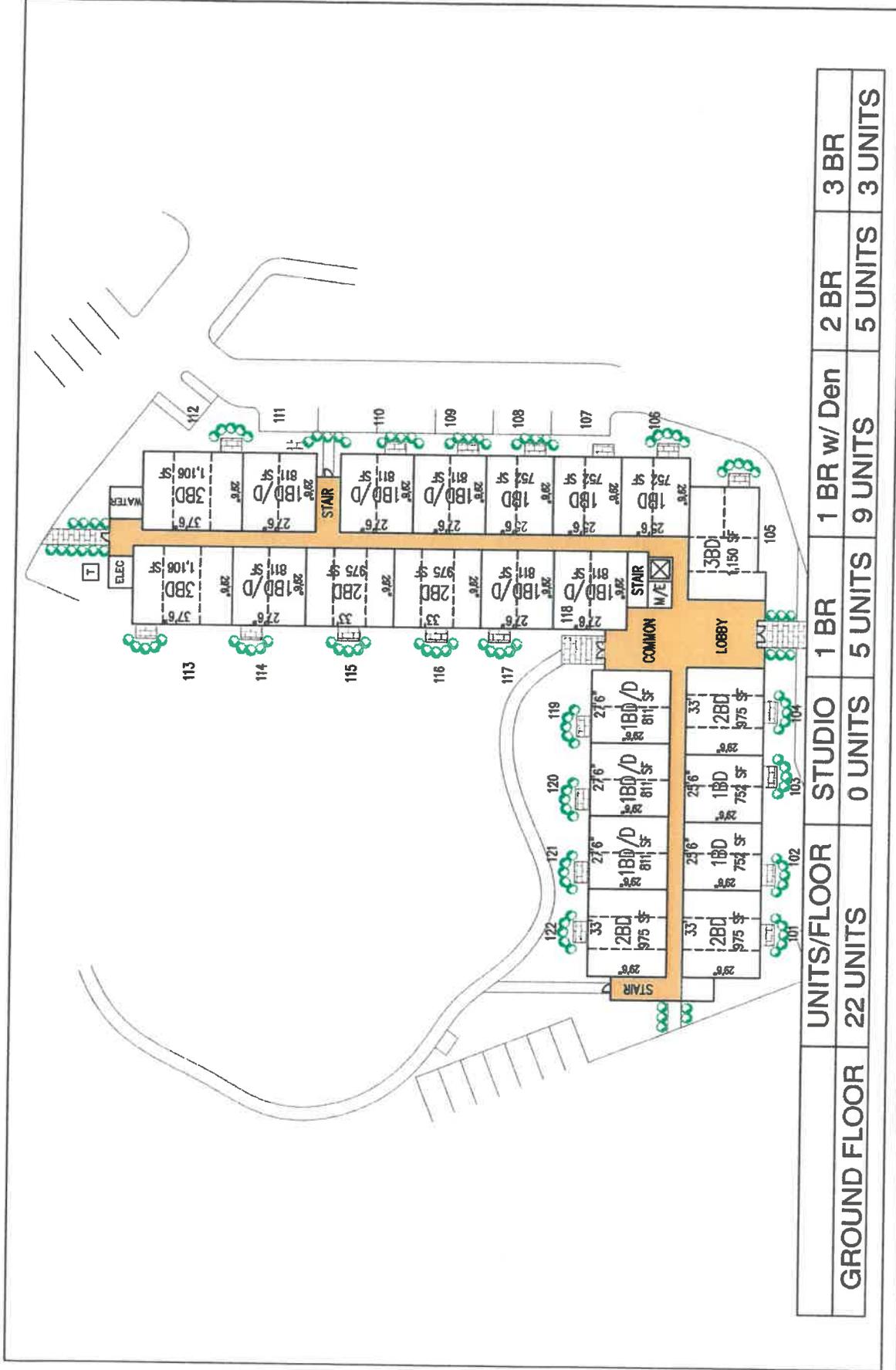
GROVE STREET ELEVATION



LIBERTY STREET ELEVATION

1" = 20'
40' SEPT. 2, 2019

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



0 20' 40'

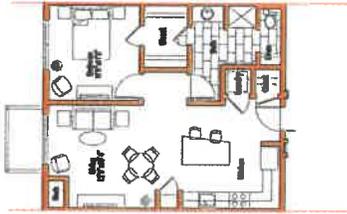
SEPT. 12, 2019

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

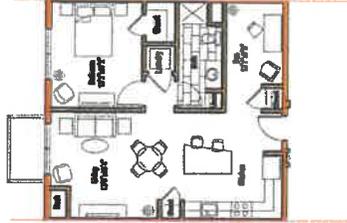
A 9



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				
	146 PS				
PARKING / UNIT	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. 18, 2019

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

A 1

HIGHLANDS VILLAGE

COMPREHENSIVE PERMIT APPLICATION – BRAINTREE ZBA

4. SITE DEVELOPMENT PLANS

- i. Existing Conditions Plan**
- ii. Layout & Utility Plan**
- iii. Grading & Drainage Plan**
- iv. Erosion Control Plan & Detail Sheet**