

**HEARINGS, MEETINGS, LICENSES**

**11-9-15**

**CRANBERRY CAPITAL  
OF THE WORLD**



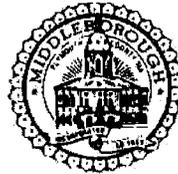
Phone: 508-946-2405

Fax: 508-946-0058

# **Town of Middleborough**

**Massachusetts**

**Board of Selectmen**



The Board of Selectmen, acting in its capacity as the Board of Health, will hold a public hearing in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, Middleborough, MA on Monday, November 9, 2015 at 7:30 PM, at the request of the Health Officer, to consider approval of a variance request by Outback Engineering, Inc. for proposed soil absorption system at Lots 1-3 Thomas Street. Anyone wishing to be heard on this matter should appear at the time and place designated.

Allin Frawley

Leilani Dalpe

John M. Knowlton

Diane Stewart

Stephen J. McKinnon

**BOARD OF SELECTMEN**



**TOWN OF MIDDLEBOROUGH  
HEALTH DEPARTMENT**

Robert E. Buker  
Health Officer

PH: 508-946-2408  
FX: 508-946-2321

**MEMO**

**TO: Board of Selectmen**

**FROM: Robert Buker**

**DATE: October 21, 2015**

**RE: Thomas Street variance requests for soil absorption system siting by Outback Engineering.**

^ Lots 1-3

The Health department is in receipt of three letters from Outback Engineering, dated September 30, 2015. These letters were delivered to our office in order to seek a variance from Middleborough's local regulation that stipulates a 200 foot setback from soil absorption systems and drinking water wells in soils found to percolate at less than 5 minutes per inch. (The state regulation is 100 feet).

This variance seems reasonable enough for consideration, however, owners of existing wells on Thomas Street that are greater than 100 feet, but less than 200 feet from the proposed soil absorption systems do not find the granting of such a variance to be acceptable.

It is the Health Officer's opinion that this request be brought before the Board of Selectmen, acting as the Board of Health, in an open meeting for discussion involving all concerned parties. Thank you for your consideration in this matter.

Sincerely,

Robert E Buker REHS/RS

**Outback  
Engineering**  
Incorporated

165 East Grove Street  
Middleborough, MA 02346

Tel # 508-946-9231

Fax # 508-947-8873

outback-eng.com

Civil Engineers ✦ Land Surveyors ✦ Wetland Scientists ✦ Soils Laboratory

September 30, 2015

Middleborough Board of Selectmen  
10 Nickerson Avenue  
Middleborough, MA 02346

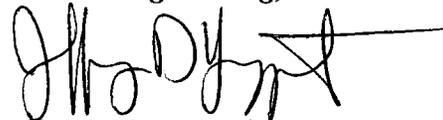
*Subject: Variance Request for proposed soil absorption system at Lot 1 Thomas Street*

Dear Board Members,

On behalf of our client, Falconeiri Construction Inc., we are requesting a variance from Middleborough Board of Health rules and regulations Section 5.003 (B)(8) to allow the proposed septic system to be located 185' and 156' from the existing abutting wells located at 203 and 200 Thomas Street respectively and 146' from the existing well at 4 Old Thomas Street. The septic system is proposed in an area to allow the maximum separation to the existing wells and provide greater than the minimum 100' separation as required in 310CMR 15.211(1) providing a reasonable level of protection to the public health. The 200' setback requirement was originally created to provide adequate separation from existing shallow point wells. The existing wells are all deep drilled wells and are located within the required 200' setback of their own respective septic systems, with only 100' or less separation provided. The placement of their wells along Thomas Street does not allow for the reasonable construction of the proposed home with the 200' separation from the proposed septic. The proposed system complies with all the requirements of the State Environmental Code and provides greater protection to the existing homes than is already achieved with their own septic systems and wells. If you have any questions or comments, please do not hesitate to call me at (508) 946-9231.

Sincerely,

**Outback Engineering, Inc.**



Jeffrey D. Youngquist, P.L.S.



165 East Grove Street  
Middleborough, MA 02346  
Tel # 508-946-9231 Fax # 508-947-8873  
outback-eng.com

Civil Engineers ✦ Land Surveyors ✦ Wetland Scientists ✦ Soils Laboratory

September 30, 2015

Middleborough Board of Selectmen  
10 Nickerson Avenue  
Middleborough, MA 02346

*Subject: Variance Request for proposed soil absorption system at Lot 2 Thomas Street*

Dear Board Members,

On behalf of our client, Falconeiri Construction Inc., we are requesting a variance from Middleborough Board of Health rules and regulations Section 5.003 (B)(8) to allow the proposed septic system to be located 105' and 192' from the existing abutting wells located at 200 and 196 Thomas Street respectively. The septic system is proposed in an area to allow the maximum separation to the existing wells and provide greater than the minimum 100' separation as required in 310CMR 15.211(1) providing a reasonable level of protection to the public health. The 200' setback requirement was originally created to provide adequate separation from existing shallow point wells. The existing wells are all deep drilled wells and are located within the required 200' setback of their own respective septic systems, with only 100' or less separation provided. The placement of their wells along Thomas Street does not allow for the reasonable construction of the proposed home with the 200' separation from the proposed septic. The proposed system complies with all the requirements of the State Environmental Code and provides greater protection to the existing homes than is already achieved with their own septic systems and wells. If you have any questions or comments, please do not hesitate to call me at (508) 946-9231.

Sincerely,

**Outback Engineering, Inc.**

A handwritten signature in black ink, appearing to read "Jeffrey D. Youngquist", is written over a horizontal line.

Jeffrey D. Youngquist, P.L.S.

**Outback  
Engineering**  
Incorporated

165 East Grove Street  
Middleborough, MA 02346  
Tel # 508-946-9231 Fax # 508-947-8873  
outback-eng.com

Civil Engineers + Land Surveyors + Wetland Scientists + Soils Laboratory

September 30, 2015

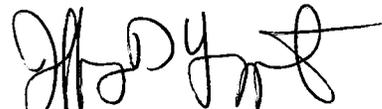
Middleborough Board of Selectmen  
10 Nickerson Avenue  
Middleborough, MA 02346

*Subject: Variance Request for proposed soil absorption system at Lot 3 Thomas Street*

Dear Board Members,

On behalf of our client, Falconeiri Construction Inc., we are requesting a variance from Middleborough Board of Health rules and regulations Section 5.003 (B)(8) to allow the proposed septic system to be located 111' from the existing abutting well located at 196 Thomas Street. The septic system is proposed in an area to allow the maximum separation to the existing wells and provide greater than the minimum 100' separation as required in 310CMR 15..211(1) providing a reasonable level of protection to the public health. The 200' setback requirement was originally created to provide adequate separation from existing shallow point wells. The existing wells are all deep drilled wells and are located within the required 200' setback of their own respective septic systems, with only 100' or less separation provided. The placement of their wells along Thomas Street does not allow for the reasonable construction of the proposed home with the 200' separation from the proposed septic. The proposed system complies with all the requirements of the State Environmental Code and provides greater protection to the existing homes than is already achieved with their own septic systems and wells. If you have any questions or comments, please do not hesitate to call me at (508) 946-9231.

Sincerely,  
**Outback Engineering, Inc.**



Jeffrey D. Youngquist, P.L.S.

**Outback  
Engineering**  
Incorporated

165 East Grove Street  
Middleborough, MA 02346

Tel # 508-946-9231

Fax # 508-947-8873

Civil Engineers + Land Surveyors + Wetland Scientists + Soils Laboratory

October 20, 2015

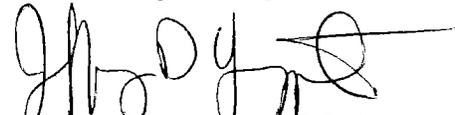
*RE: Variance Request for proposed soil absorption system at Lots 1-3 Thomas Street*

Dear Abutters:

In accordance with the State Environmental Code (310 CMR 15.405 (2)) this letter is sent to notify you of the above referenced Variance Request. The applicant, Falconeiri Construction, has requested a variance from the Middleborough Board of Health Rules and Regulations Section 5.003 (B)(8), to allow the proposed septic system to be located within 200' of a well in soils with a percolation rate greater than 5 minutes per inch. The proposed system complies with all the requirements of the State Environmental Code (Title 5) and provides greater protection to the existing homes than is already achieved with their own septic systems and wells. A public hearing will be conducted to discuss this request, please contact the Board of Selectmen (acting as the Board of Health) for the hearing date and time. If you have any questions or comments, please do not hesitate to call me at (508) 946-9231.

Sincerely,

**Outback Engineering, Inc.**



Jeffrey D. Youngquist, P.L.S.



## TOWN OF MIDDLEBOROUGH HEALTH DEPARTMENT

Jeanne Spalding  
Health Officer

PH: 508-946-2408  
FX: 508-946-2321

### REGULATION

#### 1.000 Variances

**1.001 Authority:** This regulation is promulgated pursuant to the authority granted to the Middleborough Board of Health by Massachusetts General Laws, Chapter 111, Section 31.

#### A) Review and Issuance Authority:

The Middleborough Board of Health or Middleborough Health Officer may vary the application of any provision of a regulation adopted by the Board of Health pursuant to Massachusetts General Laws, Chapter 111, Section 31. A variance may be granted only when in the opinion of the Board of Health or Health Officer –

(1) The person requesting a variance established that enforcement of the health regulation provision from which a variance is sought would be manifestly unjust; and

(2) The person requesting a variance established that a reasonable level of protection of public health and/or public safety can be achieved without enforcement of the provision from which a variance is sought.

#### B) Variance Request:

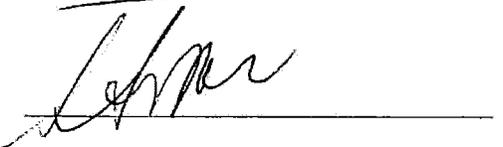
Every request for a variance shall be in writing, shall state the specific provision of a regulation from which a variance is sought and include in the request facts, reason(s) and argument why enforcement of the provision would be manifestly unjust and facts, reason(s) and argument why and how a reasonable level of protection of public health and/or public safety can be achieved without enforcement of the provision.

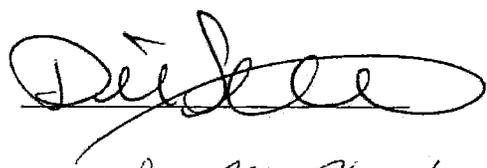
C) Appeal:

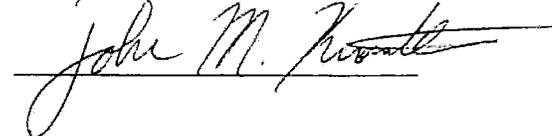
Any person aggrieved by the decision of the Health Officer on a request for variance shall be entitled to a hearing before the Board of Health and such person shall file with the Board of Health within seven days after notice of decision, a written request for hearing.

  
Chairman



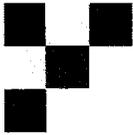






Date Regulation Adopted: 8.11.14

Effective Date of Regulation: 9.1.14



# FREEMAN LAW GROUP LLC

*Attorneys at Law*

**Peter L. Freeman**

pffreeman@freemanlawgroup.com  
Tel. (508) 362-4700 Mobile (781) 854-2430

**Kevin T. Smith, Of Counsel**

ksmith@freemanlawgroup.com  
Tel. (508) 362-4700 (978) 369-0634  
Mobile (978) 549-3399

**Renie Hamman, Paralegal, CP, ACP**

rhamman@freemanlawgroup.com  
Tel. (508) 362-4700

November 3, 2015

**VIA FED EX**

Allin Frawley, Chairman  
Board of Selectmen  
Middleborough Town Hall  
10 Nickerson Avenue  
Middleborough, MA 02346

Attention: Robert G. Nunes, Town Manager

Re: Mayflower Manor Local Initiative Program Application  
84 South Main Street, Middleborough MA

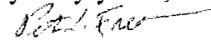
Dear Mr. Frawley:

On behalf of my clients, Marc Resnick (principal) and Mayflower Manor Realty Trust (applicant), please find enclosed herewith six (6) copies of the Massachusetts Department of Housing and Community Development ("DHCD") Local Initiative Program ("LIP") application for the affordable rental housing project at 84 South Main Street, Middleborough, MA. This project was presented to Town staff and the Middleborough Affordable Housing Committee on October 29, 2015. The Committee indicated support for the project and we believe the Committee recommends that the Selectmen vote to give their support to this application.

We are hoping to meet with you at your meeting on November 9, 2015, as per our discussion with Town Manager Robert G. Nunes. Procedurally, if you vote to support this project, we would ask that you sign the LIP Application and sign a Letter of Support, both of which we will then send to DHCD. We look forward to presenting the project to the Board in detail at your November 9, 2015 meeting.

Thank you.

Very truly yours,

  
Peter L. Freeman

cc: Marc Resnick  
Jane Kudcey  
Enclosures



*Town of Middleborough  
Board of Selectmen  
10 Nickerson Avenue  
Middleborough, MA 02346  
(508) 946-2405*

November 9, 2015

Massachusetts Department of Housing and  
Community Development  
Local Initiative Program  
100 Cambridge St., Suite 300  
Boston, MA 02114  
Attn: Toni Coyne Hall, Director, Local Initiative Programs

Dear Ms. Coyne:

The Middleborough Board of Selectmen has voted to support the Local Initiative Project Application known as Mayflower Manor at 84 South Main Street.

Town staff and committee members have met with Marc Resnick's development team to review and discuss his plans to replace the vacant Telephone Company building on the corner of Mayflower and South Main Street with three apartment buildings, 44 units in total.

Efforts have been made by the developers to design the buildings to be consistent with the historic homes on South Main Street. We feel that this project will remove an empty, blighted building and be an improvement to South Main Street while creating affordable housing units for low-moderate income households.

We look forward to working with the Development Team and anticipate their cooperation as they apply for approval of this project.

Sincerely,  
Allin Frawley, Chairman  
Middleborough Board of Selectmen

# **Mayflower Manor**

**84 SOUTH MAIN STREET  
MIDDLEBOROUGH, MASSACHUSETTS**

**TOWN OF MIDDLEBOROUGH  
BOARD OF SELECTMEN**

**LOCAL INITIATIVE APPLICATION**

*Submitted by,*

*Peter L. Freeman, Esquire  
Freeman Law Group LLC  
86 Willow Street  
Yarmouth Port, MA 02675  
508-362-4700  
[pfreeman@freemanlawgroup.com](mailto:pfreeman@freemanlawgroup.com)*

Department of Housing & Community Development  
Local Initiative Program  
Application for Comprehensive Permit Projects

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**MAYFLOWER MANOR**  
**84 South Main Street, Middleborough, MA**

**TABLE OF CONTENTS**

- \* *Application*
- \* *Check in the amount of \$6,200 included with submittal*
  
- 1. Narrative
- 2. Letter of Support from Municipality
- 3. Letter of Support from Housing Committee
- 4. Letter of Interest from Bank
- 5. Proposed Waiver List
- 6. Map of Community and Assessor's Map
- 7. Purchase and Sales Agreement and Declaration of Trust
- 8. Deed
- 9. Photographs of existing site
- 10. Preliminary Site Plan and Landscaping Plan
- 11. Floor Plans and Elevations
- 12. Affirmative Fair Housing Marketing Plan  
*(to be submitted under separate cover letter to DHCD)*

**MASSACHUSETTS**  
Department of Housing & Community Development  
**Local Initiative Program**  
**Application for Comprehensive Permit Projects**

**INSTRUCTIONS**

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required.

An application fee, payable to the Massachusetts Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

	Project Fee	plus	Per Unit Fee
Municipality	\$1,000		\$30
Non-Profit	\$1,750		\$40
All Others	\$4,000		\$50

Mail to:

**Local Initiative Program**  
**Department of Housing & Community Development**  
**100 Cambridge Street, Suite 300**  
**Boston, MA 02114**  
**Attn: Toni Coyne Hall, Director of Local Initiative Program**

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, please contact Toni Coyne Hall at 617-573-1351 or [toni.coyne.hall@state.ma.us](mailto:toni.coyne.hall@state.ma.us).

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhic.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application

Application Contents:

- |                                    |                                     |
|------------------------------------|-------------------------------------|
| I. General Information             | VIII. Surrounding Area              |
| II. Community Support              | IX. Financing                       |
| III. Municipal Contact Information | X. Project Feasibility              |
| IV. Development Team               | XI. Development Schedule            |
| V. Project Information             | XII. Marketing Outreach and Lottery |
| VI. Site Information               | XIII. Checklist of Attachments      |
| VII. Design and Construction       |                                     |

February 2010



## II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- Land donation (dollar value \_\_\_\_\_)
- Building donation (dollar value \_\_\_\_\_)
- Marketing assistance
- Other work by local staff
- Density increase
- Waiver of permit fees
- Other regulatory or administrative relief (specify) \_\_\_\_\_
- Local funds (cash)  
Amount \$ \_\_\_\_\_ Source: \_\_\_\_\_
- HOME funds
- Agreement by a lender to provide favorable end-loan financing  
(ownership projects only)
- Other (specify) \_\_\_\_\_

Briefly explain the contributions: \_\_\_\_\_

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances). According to the Community Development Strategy updated October 2012, which based its strategy on the Housing Production Plan (2011) and the Affordable Housing Plan (FY2005), the goal in creating new affordable units is to pursue substantial rehabilitation and adaptive reuse of existing buildings especially in the historic downtown area. The downtown district is an established neighborhood with existing town sewer and town water and it is within 1 to 3 miles to the Middleborough-Lakeville rail stop and is served by regional bus transportation (GATRA). Although this project proposes demolition of the existing non-historic building, the existing building is a previous brick/masonry Verizon Substation building constructed in 1976 (see attached Assessor record) which does not fit in with the historical architecture of the downtown district. The proposed three building construction will be a more historic Victorian style architecture and would not only provide needed affordable rental dwelling units, but would be a positive site rehabilitation to a more fitting historic architecture for this historic downtown area.

### III. MUNICIPAL CONTACT INFORMATION

#### Chief Elected Official

**Name** Allin Frawley, Chairman Board of Selectmen  
**Address** 10 Nickerson Avenue Middleborough, MA 02346  
**Phone** 508-946-2405  
**Email** selectmanfrawley@middleborough.com

#### Town Administrator/Manager

**Name** Robert Nunes, Town Manager  
**Address** 10 Nickerson Avenue Middleborough, MA 02346  
**Phone** 508-947-0928  
**Email** rnunes@middleborough.com

#### City/Town Planner (if any)

**Name** Ruth McCawley Geoffroy, Planning Director  
**Address** 10 Nickerson Avenue Middleborough, MA 02346  
**Phone** 508-946-2425  
**Email** rgffry@middleborough.com

#### City/Town Counsel

**Name** Kopelman & Paige  
**Address** 101 Arch Street Boston, MA 02110  
**Phone** 617-556-0007  
**Email** \_\_\_\_\_

#### Chairman, Local Housing Partnership (if any)

**Name** Middleborough Affordable Housing Committee  
**Address** \_\_\_\_\_  
**Phone** \_\_\_\_\_  
**Email** \_\_\_\_\_

#### Community Contact Person for this project

**Name** Jane Kudcey, Program Manager, Office of Economic & Community Development  
**Address** 20 Centre Street, Third Floor, Middleborough, MA 02346  
**Phone** 508-946-2402  
**Email** JKudcey@middleborough.com

IV. DEVELOPMENT TEAM - CONTACT INFORMATION (include all development members)

**Developer** Name: Mayflower Manor  
Realty Trust  
Address: 138 Harvard Avenue  
Allston, MA 02134  
Phone 617-782-7800  
Email  
resnick.beantown@  
mail.com  
Tax ID # \_\_\_\_\_

Address: 86 Willow Street  
Yarmouthport, MA 02675  
Phone 508-362-4700  
Email  
pfreeman@freemanla  
wgroup.com  
Tax ID # \_\_\_\_\_

**Contractor** Name: Kaplan Construction  
Address: 116 Harvard Street  
Phone 617-232-3300  
Email  
npeck@kaplanconstru  
cts.com  
Tax ID # \_\_\_\_\_

**Mkting/  
Lottery Agent** Name: S-E-B, Inc.  
Address: 165 Chesnut Hill  
Avenue, #2  
Phone 617-782-2300  
Email brian@s-e-b.com  
Tax ID # \_\_\_\_\_

**Architect** Name: Dave Seibert  
Address: 142 Crescent Street  
Brockton, MA 02302  
Phone 508-583-5603  
Email  
dseibert@bkaarchs.co  
m  
Tax ID # \_\_\_\_\_

**Housing  
Consultant** Name: Michael Jacobs  
Address: 41 Coolidge Street  
Brookline, MA 02446  
Phone 617-232-7475

**Engineer** Name: J.K. Holmgren  
Engineering Inc  
Address: 1313 Belmont Street  
Brockton, MA 02301  
Phone 508-583-2595  
Email  
admin@jkholmgren.c  
om  
Tax ID # \_\_\_\_\_

Email  
m.jacobs@mhjassocia  
tes.com  
Tax ID # \_\_\_\_\_

**Attorney** Name: Peter Freeman

**TEAM EXPERIENCE - DEVELOPER QUALIFICATIONS**

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. **Developer:** Mayflower Manor Realty Trust / The developer of the following properties is The Beantown Companies, Inc., the principals of which are the principals of Mayflower Manor Realty Trust.

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	The Emerson Lofts at Cottage Park	Penniman on the Park	9 Gardner Street	141-149 Brighton Avenue
Community/Address	22 Cottage Park Avenue Cambridge, MA 02140	20 Penniman Road Boston, MA 02134	9 Gardner Street Boston, MA 02134	
Housing Type	Residential	Residential	Residential	Residential
Number of Units	16	36	14	4
Total Development Costs	\$7,000,000	\$10,500,000	\$5,500,000	\$1,100,000
Subsidy Program (if applicable)				
Date Completed	2013	in progress	2009	2012
Reference: Name & Telephone #	Lisa Drapkin 617-930-1288	David O'Sullivan 781-439-6166	Daniel Carr 617-212-8939	Perry Stolberg 781-417-8100

2. Contractor: Kaplan Construction

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	Washington Mill Lofts	New England Homes for the Deaf	St. Botolph Terrace	Riverwalk Apartments and Townhouses
Community/Address	Lawrence, Mass.	Danvers, Mass.	Boston, Mass.	Amesbury, Mass.
Housing Type	Loft style apartments	Assisted living facility, group up	Brick row apartments	Townhouses/apartments
Number of Units	155	40	30	87
Total Development Costs	\$24,650,000	\$8,355,000	\$3,200,000	\$15,182,000
Subsidy Program (if applicable)	Yes	No	Yes	Yes
Date Completed	January 2008	May 2004	Sept. 2015 (in progress)	April 2007
Reference: Name & Telephone #	George Cole 617-504-4025	Sal Davola 617-305-7100	Russell Tanner 617-849-6245	Sam Zell 781-248-7811

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies?  Yes  No

If yes, please explain. Freeman Law Group has extensive experience with Comprehensive Permitting throughout the Commonwealth; see attached CV. Additionally, see attached CV for David S. Seibert, AIA, BKA Architects.

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed?  Yes  No

If yes, please explain. \_\_\_\_\_

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is Trustee (Title) of Mayflower Manor Realty Trust - (Legal Name of Applicant) and that the information requested below for the project known as Mayflower Manor (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer \_\_\_\_\_

Date \_\_\_\_\_

V. PROJECT INFORMATION

1.	Type of Housing	Total number of units
	Single Family House	_____
	Condo	_____
	Rental	44
	Other	_____

2. Total Number of Units 44      Affordable 11      Market 33

3.	Project Style	Total number of units
	Detached single-family house	_____
	Rowhouse/townhouse	_____
	Duplex	_____
	Multifamily house (3+ family)	_____
	Multifamily rental building	44
	Other (specify)	_____

4. Is this an age-restricted (55+) Development? Yes  No   
 If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:  
 Buildings 24%    Parking & Paved Areas 45%  
 Usable Open Space 31%    Unusable Open Space n/a

6. Is any portion of the project designed for non-residential use? No  
 If yes, explain the non-residential uses. \_\_\_\_\_

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles? Per the Massachusetts guidelines for Sustainable Development Principles, this project supports the revitalization of the town center and neighborhood by promoting development that is compact and protects historic resources and integrates uses. This project will remediate and reuse an existing site and help to create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, and educational and recreational activities. The development is along a main corridor and within walking distance of 0.5 miles of Middleborough Center and 1.1 miles of the Middleborough/Lakeville MBTA commuter rail station.

B. How will the project maximize energy efficiency and meet Energy Star Standards? The development will completely conform to the Massachusetts Energy Code Standard of 2012 IECC. The new energy code is considered one of the country's most progressively strict energy codes. All HVAC equipment and appliances will carry energy star certification.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

Yes  No If yes, explain. \_\_\_\_\_

B. Has the municipality denied a permit on another proposal for this site within the last 12 months?  Yes  No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site?  Yes  No

If yes, explain. There is outstanding litigation with a former tenant of the existing building over rent/broken lease.

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	6	1	1	725 ave	_____	\$1,079	_____	<input type="checkbox"/> # _____
	4	2	1-2	1,122 ave	_____	\$1,278	_____	<input type="checkbox"/> # _____
	1	3	1.5-2	1,335 ave	_____	\$1,465	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	19	1	1	725 ave	_____	1,225	_____	<input type="checkbox"/> # _____
	10	2	1-2	1,122 ave	_____	\$1,425	_____	<input type="checkbox"/> # _____
	4	3	1.5-2	1,335 ave	_____	1,700	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

VI. SITE INFORMATION

1. Total Acreage 1.53 Total Buildable Acreage 1.53

2. Describe the current and prior uses of the subject site: Verizon Substation

Existing buildings on site? Yes  No

If yes, describe plans for these buildings: Demolition

3. Current Zoning Classification:

Residential RB (minimum lot size) 20,000

Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Other \_\_\_\_\_

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes  No  If yes, how many acres are wetlands? \_\_\_\_\_

If yes, attach map of site noting wetland areas.

Is map attached?  Yes  No

5. Is the site located within a designated flood hazard area?

Yes  No

If yes, please attach a map of the site with flood plain designations.

Is map attached?  Yes  No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes  No

7. Is the site within a Historic District? Yes  No

If yes, describe the architectural, structural and landscape features of the area: Middleborough Center Historic District; Nat'l Register District (6/15/2000 - #685)

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes  No  If yes, please explain: \_\_\_\_\_

9.  Indicate which utilities are available to the site:

Public Sewer	<input checked="" type="checkbox"/>	Private Septic	<input type="checkbox"/>	Public Streets	<input checked="" type="checkbox"/>
Public Water	<input checked="" type="checkbox"/>	Private Wells	<input type="checkbox"/>	Private Ways	<input type="checkbox"/>
Natural Gas	<input checked="" type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>		
On-site Sewer Treatment Facility	<input type="checkbox"/>				
Other	<input type="checkbox"/>	Explain:	_____		

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. None

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing.  Yes  No

12. What waivers will be requested under the comprehensive permit? See Attached

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A.  Owned by Developer \_\_\_\_\_

B.  Under Purchase and Sale Agreement \_\_\_\_\_

C.  Under Option \_\_\_\_\_

Seller: Marc Resnick Buyer: Mayflower Manor Realty Trust

Is there an identity of interest between the Buyer and Seller? If yes, please explain: Yes, Seller, Marc Resnick is the principal of the Buyer, Mayflower Manor Realty Trust

Date of Agreement November 2, 2015 Expiration Date May 16, 2016

Extensions granted? Yes  No  Date of Extension \_\_\_\_\_

Purchase Price \$800,000

VII. DESIGN AND CONSTRUCTION

1. **Drawings**

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- Dwelling unit distribution by floor, size, and bedroom/bath number
- Square footage breakdown of commercial, residential, community, and other usage in the buildings
- Number of parking spaces

**Site plan showing:**

- Lot lines, streets, and existing buildings
- Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- Wetlands, contours, ledge, and other environmental constraints
- Identification of affordable units
- Identification of handicapped accessible units.
- Sidewalks and recreational paths
- Site improvements, including landscaping
- Flood plain (if applicable)

**Utilities plan showing:**

- Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- Typical building plan
- Typical unit plan for each unit type with square footage tabulation
- Typical unit plan for each accessible unit type with square footage tabulation
- Elevation, section, perspective, or photograph
- Typical wall section

2. Construction Information

<u>Foundations</u>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade	9	3	Unfinished	_____	_____
Crawl Space	_____	_____	Finished	_____	_____
Full Basement	_____	_____	Other	24	8
<u>Exterior Finish</u>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood	X	_____	Outdoor	_____	_____
Vinyl	_____	_____	Covered	_____	_____
Brick	_____	_____	Garage	_____	_____
Fiber Cement	X	_____	Bicycle	_____	_____
Other	_____	_____			

Heating System

Fuel:  Oil  Gas  Electric  Other

Distribution method (air, water, steam, etc.): Air

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:

Energy Star HVAC Equipment and appliances/building materials containing recycled content/fiber cement siding

Modular Construction

If modular construction will be used, explain here:

N/A

Amenities

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

Yes. All features and amenities are available to all buyers.

## VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood.

Residential and Educational.

2. What is the prevailing zoning in the surrounding neighborhood?

Residential with General Use nearby.

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?

Per the Town of Middleborough's direction, the site plan and architectural design respond to the existing Middleborough Center Historic District through Victorian detail and massing. Two buildings align with South Main Street and are detailed to complement adjacent existing massing of larger wood-frame Victorian homes in the area. The third structure along Mayflower Street is adjacent to an existing multi-family development. The building responds to this contextually in form as a three-story traditional flat apartment structure with Victorian massing and detail.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.

The Mary K. Goode Elementary School and Henry B. Burkland Elementary School are less than a five minute walk away. Memorial Early Childhood Center is located .6 miles north of the property. Middleborough High School is 1 mile walking/driving from the site and Nichols Middle School is a 2.2 mile walk/drive from the site. Massasoit Community College has a small satellite campus .5 miles from the property.

The property is less than a ten minute walk from the town's downtown, Middleborough Center. The Center is home to a number of public offices, shops and restaurants. The public library is located a half mile from the property, along with the police and fire departments.

Main Street is also home to two pizza parlors, Honey Dew Donuts, Benny's Department Store, Middleborough's post office, several small convenience stores/gas stations and a Santander bank. Within walking distance, there are five churches, a dance studio, a boxing gym, and a woman's gym.

Less than a five minute walk from the property is a Dunkin Donuts, Dairy Queen, and Rite Aid Pharmacy. There is also an auto parts store, liquor store, laundromat, dry cleaners, and pizzeria. There is also a Hannaford's Supermarket and Pharmacy a short walk/drive from the property.

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).

This redevelopment project will be a concentrated development in a town center. Additionally, although the existing non-historical building will be demolished, the project is a reuse of a developed site.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.

Middleborough is accessible by public transportation through the MBTA's Old Colony Line. The Middleborough/Lakeville Commuter Rail Station is located at 125 Commercial Drive in Lakeville, 1.1 miles from the property. A bus service sponsored by the Greater Attleboro Taunton Regional Transit Authority connects Wareham, Lakeville, and Middleborough to the Middleborough/Lakeville MBTA Commuter Rail Station with services to Boston. It stops in Middleborough six times a day. The Downtown Middleborough Area shuttle, also operated by GATRA, has a stop at Middleborough Town Hall, .4 miles from the property.

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: No

Describe the form of financial surety to be used to secure the completion of cost certification for this project Letter of Credit

## Section 3 SOURCES AND USES OF FUNDS

### Sources of Funds

**Private Equity:**

81 . Developer's Cash Equity	\$5,142,035
82 . Tax Credit Equity (net amount) <i>(See line 360, Section 5, page 18.)</i>	
83 . Developer's Fee/Overhead, Contributed or Loaned	\$990,203
84 . Other Source:	

*Optional user calculations*

5.0%	of Acquisition	\$40,000
15.0%	\$3,000,000	\$450,000
12.5%	\$2,000,000	\$250,000
10.0%	\$4,102,035	\$410,203
7.5%	\$0	\$0
5.0%	\$0	\$0
<b>MAXIMUM DEVELOPER FEE/OVERHEAD:</b>		<b>\$1,150,203</b>
<b>DEVELOPER FEE/OVERHEAD:</b>		<b>\$990,203</b>
0.00	<b>SURPLUS</b>	
1.25	<b>DSC</b>	

**Public Equity:**

85 . HOME Funds, as Grant	\$
86 . Grant: City of Taunton	
87 . Grant:	\$
88 . <b>Total Public Equity</b>	<b>\$0</b>

**Subordinate Debt (see definition):**

	Amount	Rate	Amortization	Term
89 . Home Funds-DHCD, as Subordinate Debt		%	yrs.	yrs.
Source: DHCD				
90 . Brownfields Credits		%	yrs.	yrs.
Source: Dept of Revenue				
91 . Subordinate Debt		%	yrs.	yrs.
Source: DHCD				
92 . Subordinate Debt		%	yrs.	yrs.
Source: AHIF				
93 . Subordinate Debt		%	yrs.	yrs.
Source: State LIHTC				
94 . <b>Total Subordinate Debt</b>	<b>\$0</b>			

**Permanent Debt (Senior):**

	Amount	Rate	Override	Amortiz.	Term	MIP
95 . MHFA MHFA Program 1			%			
96 . MHFA MHFA Program 2	\$	%	%	yrs.	yrs.	%
97 . MHP Fund Permanent Loan	\$	%		yrs.	yrs.	%
98 . Other Permanent Senior Mortgage	\$4,760,000	4.75%		30.00	5.00	%
Source:						
99 . Other Permanent Senior Mortgage	\$	%		yrs.	yrs.	%
Source:						
100 . <b>Total Permanent Senior Debt</b>	<b>\$4,760,000</b>					
101 . <b>Total Permanent Sources</b>	<b>\$10,892,238</b>					

**Construction Period Financing:**

	Amount	Rate	Term
102 . Construction Loan	\$4,728,000	4.75%	18.0
Source:			
Repaid at: Converts to Permanent	(event)		
103 . Other Interim Loan		%	mos.
Source:			
Repaid at: (event)			
104 . Syndication Bridge Loan			
Source:			
Repaid at: (event)			

**Uses of Funds**

*The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.*

**Direct Construction:**

105 . Who prepared the estimates? Kaplan Construction Signature

106 . Basis for estimates? Review of Schematic Plans

DV	Trade Item	Amount	Description
107 .	3	Concrete	\$246,376
108 .	4	Masonry	
109 .	5	Metals	
110 .	6	Rough Carpentry	\$878,850
111 .	6	Finish Carpentry	\$219,450
112 .	7	Waterproofing	\$388,894
113 .	7	Insulation	\$219,713
114 .	7	Roofing	\$106,838
115 .	7	Sheet Metal and Flashing	
116 .	7	Exterior Siding	
117 .	8	Doors	\$244,125
118 .	8	Windows	\$138,228
119 .	8	Glass	
120 .	9	Lath & Plaster	
121 .	9	Drywall	\$537,075
122 .	9	Tile Work	
123 .	9	Acoustical	
124 .	9	Wood Flooring	
125 .	9	Resilient Flooring	\$244,125 Includes carpet
126 .	9	Carpet	
127 .	9	Paint & Decorating	\$114,739
128 .	10	Specialties	\$66,203
129 .	11	Special Equipment	
130 .	11	Cabinets	In finish carpentry
131 .	11	Appliances	\$62,370
132 .	12	Blinds & Shades	\$9,240
133 .	13	Modular/Manufactured	
134 .	13	Special Construction	
135 .	14	Elevators or Conveying Syst.	
136 .	15	Plumbing & Hot Water	\$623,700
137 .	15	Heat & Ventilation	\$589,050
138 .	15	Air Conditioning	
139 .	15	Fire Protection	\$134,269
140 .	16	Electrical	\$769,230
141 .		Accessory Buildings	
142 .		Other/misc	\$52,500 Winter weather
143 .		<b>Subtotal Structural</b>	<b>\$5,644,975</b>
144 .	2	Earth Work	\$142,275
145 .	2	Site Utilities	\$167,475
146 .	2	Roads & Walks	\$157,920
147 .	2	Site Improvement	\$30,188
148 .	2	Lawns & Planting	\$52,500
149 .	2	Geotechnical Conditions	
150 .	2	Environmental Remediation	
151 .	2	Demolition	\$78,750
152 .	2	Unusual Site Cond	
153 .		<b>Subtotal Site Work</b>	<b>\$629,108</b>
154 .		<b>Total Improvements</b>	<b>\$6,274,083</b>
155 .	1	General Conditions	\$445,638
156 .		<b>Subtotal</b>	<b>\$6,719,721</b>
157 .	1	Builders Overhead	\$385,395
158 .	1	Builders Profit	\$288,009
159 .		<b>TOTAL</b>	<b>\$7,393,125</b>

160 Total Cost/square foot: \$158.99 Residential Cost/s.f.: \$158.99

**Development Budget:**

	Total	Residential	Commercial	Comments
161 . Acquisition: Land	\$800,000	\$800,000		
162 . Acquisition: Building	\$0			
163 . <b>Acquisition Subtotal</b>	\$800,000	\$800,000	\$0	
164 . Direct Construction Budget	\$7,393,125	\$7,393,125		(from line 159)
165 . Construction Contingency	\$369,656	\$369,656		5.0% of construction
166 . <b>Subtotal: Construction</b>	\$7,762,781	\$7,762,781	\$0	

**General Development Costs:**

167 . Architecture & Engineering	\$300,000	\$300,000		
168 . Survey and Permits	\$188,882	\$188,882		
169 . Clerk of the Works	\$112,500	\$112,500		
170 . Environmental Engineer	\$0	\$0		
171 . Bond Premium	\$73,931	\$73,931		
172 . Legal	\$75,000	\$75,000		
173 . Title and Recording	\$35,000	\$35,000		
174 . Accounting & Cost Cert.	\$30,000	\$30,000		
175 . Marketing and Rent Up	\$87,900	\$87,900		
176 . Real Estate Taxes	\$41,372	\$41,372		
177 . Insurance	\$19,407	\$19,407		
178 . Lease-Up Deficit	\$0	\$0		
179 . Appraisals/Market Study	\$15,000	\$15,000		
180 . Bridge Loan Interest	\$0	\$0		
181 . Construction Loan Interest	\$181,461	\$181,461		
182 . Inspecting Engineer	\$17,500	\$17,500		
183 . Fees to: Cons/Bridge	\$53,640	\$53,640		
184 . Fees to: Permanent	\$23,640	\$23,640		
185 . MIP	\$0			
186 . Credit Enhancement Fees	\$0			
187 . Letter of Credit Fees	\$0			
188 . Other Financing Fees	\$30,520	\$30,520		Application Fees
189 . Development Consultant	\$0			
190 . Other: 40B consult	\$3,500	\$3,500		
191 . Other:	\$0			
192 . Soft Cost Contingency	\$50,000	\$50,000		3.9% of soft costs
193 . <b>Subtotal: Gen. Dev.</b>	\$1,339,253	\$1,339,253	\$0	

194 . <b>Subtotal: Acquis., Const and Gen. Dev.</b>	\$9,902,035	\$9,902,035	\$0
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195 . Capitalized Reserves	\$0		
196 . Developer Overhead	\$0		
197 . Developer Fee	\$990,203	\$990,203	

198 . <b>Total Development Cost</b>	\$10,892,238	\$10,892,238	\$0	<b>TDC per unit</b>	\$247,551
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199 . <b>TDC, Net</b>	\$9,902,035	\$9,902,035	\$0	<b>TDC, Net per unit</b>	\$225,046
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**Additional Detail on Development Pro-Forma:**

200 .	Gross Syndication Investment	<input type="text"/>
<b>Off-Budget Costs:</b>		
<b>Syndication Costs:</b>		
201 .	Syndication Legal	<input type="text"/>
202 .	Syndication Fees	<input type="text"/>
203 .	Syndication Consultants	<input type="text"/>
204 .	Bridge Financing Costs	<input type="text"/>
205 .	Investor Servicing (capitalized)	<input type="text"/>
206 .	Other Syndication Expenses	<input type="text"/>
207 .	Total Syndication Expense	<input type="text" value="\$0"/>
208 .	Current Reserve Balance	
<b>Reserves (capitalized):</b>		
209 .	Development Reserves	<input type="text"/>
210 .	Initial Rent-Up Reserves	<input type="text"/>
211 .	Operating Reserves	<input type="text"/>
212 .	Net Worth Account	<input type="text"/>
213 .	Other Capitalized Reserves	<input type="text"/>
214 .	Subtotal: Capitalized Reserves	<input type="text" value="\$0"/>
215 .	Letter of Credit Requirements	<input type="text"/>
216 .	Total of the Above	<input type="text" value="\$0"/>

**Check: Line 214 is the same as line 195.**

Please Answer The Following	Dev. Reserves	Initial Rent-Up	Op. Reserves	Net Worth	Other	Letter of Credit
Who requires the reserves?						
Who administers the reserves?						
When and how are they used?						
Under what circumstances can they be released?						

**Unit Sales (For Sale Projects Only):**

217 .	Gross Sales From Units	<input type="text" value="\$"/>
218 .	Cost of Sales (Commissions, etc.)	<input type="text" value="\$"/>
219 .	Net Receipt from Sales	<input type="text" value="\$0"/>

**Debt Service Requirements:**

220 .	Minimum Debt Service Coverage	<input type="text"/>
221 .	Is this Project subject to HUD Subsidy Layering Review?	<input type="text"/>

*Optional user comments*

## Section 4 OPERATING PRO-FORMA

Operating Income				
Rent Schedule:	Contract	Utility	Total	No. of
	Rent	Allowance	Gross Rent	Units
222 . Low-Income (Rental Assisted):				
0 bedroom			\$0	0
1 bedroom			\$0	0
2 bedrooms			\$0	0
3 bedrooms			\$0	0
4 bedrooms			\$0	0
5 bedrooms			\$0	0
223 . Low-Income (below 50%):				
0 bedroom			\$0	0
1 bedroom			\$0	0
2 bedrooms			\$0	0
3 bedrooms			\$0	0
4 bedrooms			\$0	0
5 bedrooms			\$0	0
224 . Low-Income (below 60%):				
0 bedroom			\$0	0
1 bedroom			\$0	0
2 bedrooms			\$0	0
3 bedrooms			\$0	0
4 bedrooms			\$0	0
5 bedrooms			\$0	0
225 . Other Income 80%	Below 80% of the median income for the region			
0 bedroom			\$0	0
1 bedroom	\$1,079	\$93	\$1,172	6
2 bedrooms	\$1,278	\$129	\$1,407	4
3 bedrooms	\$1,465	\$160	\$1,625	1
4 bedrooms			\$0	0
5 bedrooms			\$0	0
226 . Market Rate (unrestricted occupancy):				
0 bedroom				0
1 bedroom	\$1,225			19
2 bedrooms	\$1,480			10
3 bedrooms	\$1,700			4
4 bedrooms				0
5 bedrooms				0
<b>Commercial Income:</b>				
227 . Square Feet:	0	@	(average)	/square foot =
				\$0
<b>Parking Income:</b>				
228 . Spaces:	0	@	(average)	/month x 12 =
				\$0



<b>Operating Expenses</b>				
<b>Annual Operating Exp.:</b>	<i>Total</i>	<i>Residential</i>	<i>Commercial</i>	<i>Comments</i>
250 . Management Fee	\$30,229	\$30,229		4.5%
251 . Payroll, Administrative	\$32,000	\$32,000		PT Manager
252 . Payroll Taxes & Benefits, Admin.	\$9,600	\$9,600		
253 . Legal	\$2,000	\$2,000		
254 . Audit	\$8,000	\$8,000		
255 . Marketing	\$6,500	\$6,500		
256 . Telephone	\$2,400	\$2,400		
257 . Office Supplies	\$1,500	\$1,500		
258 . Accounting & Data Processing	\$0	\$0		
259 . Investor Servicing	\$0	\$0		
260 . DHCD Monitoring Fee	\$1,320	\$1,320		
261 . Other:	\$0	\$0		
262 . Other:	\$0	\$0		
263 . <b>Subtotal: Administrative</b>	<b>\$63,320</b>	<b>\$63,320</b>	<b>\$0</b>	
264 . Payroll, Maintenance	\$26,500	\$26,500		
265 . Payroll Taxes & Benefits, Admin.	\$7,950	\$7,950		
266 . Janitorial Materials	\$2,400	\$2,400		
267 . Landscaping	\$7,500	\$7,500		
268 . Decorating (inter. only)	\$2,420	\$2,420		
269 . Repairs (inter. & ext.)	\$4,840	\$4,840		
270 . Elevator Maintenance	\$0	\$0		
271 . Trash Removal	\$5,280	\$5,280		
272 . Snow Removal	\$7,200	\$7,200		
273 . Extermination	\$2,000	\$2,000		
274 . Recreation	\$0	\$0		
275 . Other: Fire Supp, HVAC	\$2,500	\$2,500		
276 . <b>Subtotal: Maintenance</b>	<b>\$68,590</b>	<b>\$68,590</b>	<b>\$0</b>	
277 . <b>Resident Services</b>	<b>\$0</b>	<b>\$0</b>		
278 . <b>Security</b>	<b>\$0</b>	<b>\$0</b>		
279 . Electricity	\$15,400	\$15,400		
280 . Natural Gas	\$11,000	\$11,000		
281 . Oil	\$0	\$0		
282 . Water & Sewer	\$17,600	\$17,600		
283 . <b>Subtotal: Utilities</b>	<b>\$44,000</b>	<b>\$44,000</b>	<b>\$0</b>	
284 . <b>Replacement Reserve</b>	<b>\$11,000</b>	<b>\$11,000</b>		
285 . <b>Operating Reserve</b>	<b>\$0</b>	<b>\$0</b>		
286 . Real Estate Taxes	\$65,000	\$65,000		
287 . Other Taxes	\$0	\$0		
288 . Insurance	\$16,500	\$16,500		
289 . MIP	\$0	\$0		
290 . Other:	\$0	\$0		\$6,787.25
291 . <b>Subtotal: Taxes, Insurance</b>	<b>\$81,500</b>	<b>\$81,500</b>	<b>\$0</b>	
292 . <b>TOTAL EXPENSES</b>	<b>\$298,639</b>	<b>\$298,639</b>	<b>\$0</b>	

**Other Operating Expense Assumptions**

**Trending Assumptions for Expenses**

	Year 2	Year 3	Years 4-5	Years 6-20
293 . Sewer & Water .....	3.0%	3.0%	3.0%	3.0%
294 . Real Estate Taxes .....	2.5%	2.5%	2.5%	2.5%
295 . All Other Operating Expenses .....	3.0%	3.0%	3.0%	3.0%

**Reserve Requirements:**

296 . Replacement Reserve Requirement .....		per unit per year
297 . Operating Reserve Requirement .....		per unit per year

**Debt Service:**

		Annual Payment
298 . MHFA	MHFA Program 1	N/A
299 . MHFA	MHFA Program 2	N/A
300 . MHP Fund Permanent Loan		N/A
301 . Other Permanent Senior Mortgage		\$297,965
Source:	N/A	
302 . Other Permanent Senior Mortgage		N/A
Source:	N/A	
303 . <b>Total Debt Service (Annual)</b>		\$297,965
304 . <b>Net Operating Income</b>		\$373,117 (in year one)
305 . <b>Debt Service Coverage</b>		1.25 (in year one)

**Affordability: Income Limits and Maximum Allowable Rents**

306 . County  MSA

This MSA does not match the county you have chosen

307 . **Maximum Allowed Rents, by Income, by Unit Size:** Income Limits last updated on

	Maximum Income			Maximum Rent (calculated from HUD income data)		
	50%	60%	80%	50%	60%	80%
0 bedroom	\$28,400	\$34,100	\$45,450	\$710	\$853	\$1,136
1 bedroom	\$30,450	\$36,550	\$48,700	\$761	\$914	\$1,218
2 bedrooms	\$36,550	\$43,850	\$58,450	\$914	\$1,096	\$1,461
3 bedrooms	\$42,200	\$50,650	\$67,550	\$1,055	\$1,266	\$1,689
4 bedrooms	\$47,100	\$56,500	\$75,350	\$1,178	\$1,413	\$1,884
5 bedrooms	\$51,950	\$62,350	\$83,150	\$1,299	\$1,559	\$2,079
Area median income for a family of	\$81,200					

308 . **H.U.D. "Fair Market Rents" (Maximum):**

0 bedroom	\$862
1 bedroom	\$867
2 bedrooms	\$1,133
3 bedrooms	\$1,446
4 bedrooms	\$1,531
5 bedrooms	\$1,761

**FMR Information last updated on**

## XII. MARKETING OUTREACH AND LOTTERY

### Affirmative Fair Housing Marketing Plan:

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

Information materials for applicants that will be used that provides key project information;  
Eligibility requirements;  
Lottery and resident selection procedure;  
Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);  
Measures to ensure affirmative fair marketing including outreach methods;  
Application materials that will be used; and  
Lottery Agent.

### XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1.  Letter of support signed by Chief Elected Officer of municipality
2.  Letter of support from local housing partnership (if applicable)
3.  Signed letter of interest from a construction lender
4.  Map of community showing location of site
5.  Check payable to DHCD
6.  Rationale for calculation of affordable purchase prices or rents (see Instructions)
7.  Copy of site control documentation (deed or Purchase & Sale or option agreement)
8.  Last arms length transaction or current appraisal under by-right zoning
9.  21E summary (if applicable)
10.  Photographs of existing building(s) and/or site
11.  Site Plan showing location of affordable units
12.  Sample floor plans and/or sample elevations
13.  Proposed marketing and lottery materials

**PETER L. FREEMAN • ATTORNEY  
FREEMAN LAW GROUP LLC**

◆ **PRACTICE**

Peter L. Freeman's practice involves a wide range of areas including housing, municipal, zoning, land development, environmental and wetlands permitting, real estate acquisition and financing, construction law, administrative law, commercial transactions, and litigation, with a special emphasis on affordable housing development, including Chapter 40B and Chapter 40R. He has represented applicants on over 100 Comprehensive Permit projects in over 70 cities and towns in Massachusetts. His representation covers the entire spectrum of the development process, from initial planning to subsidizing agencies, transactional work including project based Section 8 and HAP contracts and closing of project loans, Zoning Board of Appeal hearings, Planning Boards, Conservation Commissions and other municipal hearings, state agencies such as Department of Environmental Protection, appeals to the Housing Appeals Committee, Land Court and Superior Court, and Chapter 40B Final Approval. He represents or has provided services to municipal clients such as the Wellfleet Housing Authority (currently), Cambridge Affordable Housing Corp. (affiliate of the Cambridge Housing Authority), the Town of Brookline (a consulting contract in 2005 for "Zoning Administration and Enforcement") and the Barnstable Housing Authority (real estate acquisition matters in the 1990's). He is also a frequent speaker at seminars and conferences on land use matters and affordable housing, a member of the Construction Industry Panel of Neutrals of the American Arbitration Association, and an Adjunct Professor of Law at Boston University School of Law.

◆ **EDUCATION**

J.D. Boston University School of Law – 1975  
B.A. Yale University - 1971

◆ **EXPERIENCE**

Freeman Law Group LLC and predecessors – Manager and Member 1984 to present  
Macomber Development Associates – General Counsel 1979 to 1984  
Kaye, Fialkow, Richmond & Rothstein – 1978 to 1979  
George Michaels, P.C. – 1976 to 1978

◆ **ADMISSIONS**

Mr. Freeman is admitted to practice law in the Commonwealth of Massachusetts and United States District Court Massachusetts District.

◆ **ASSOCIATIONS**

Mr. Freeman is a member of the American Bar Association, Massachusetts Bar Association, Barnstable County Bar Association, and Real Estate Bar Association and is a Sponsor of Massachusetts Continuing Legal Education

**PETER L. FREEMAN • ATTORNEY**

**◆ TEACHING EXPERIENCE AND SEMINAR PRESENTATIONS**

- Boston University School of Law  
Adjunct Professor of Law – 1993 to present  
Lecturer in Law & Adjunct Associate Professor of Law -1978 to 1993  
Courses on Historic Preservation Law and Affordable Housing and Community Development
- Massachusetts Continuing Legal Education Developing Housing Under Chapter 40B– 2004 to 2008
- Citizens Housing and Planning Association and Massachusetts Housing Partnership Comprehensive Permit and Affordable Housing Conference – 2007
- Department of Housing and Community Development Comprehensive Permit Seminar at Yarmouth Town Hall – 2006
- Massachusetts Municipal Association 40B Seminar – 2006
- Lorman Educational Seminar on Affordable Housing 2004-2005
- Massachusetts Association of Land Surveyors and Civil Engineers 40B Seminar – 2003
- Rhode Island Historical Commission – Historic District Commission Due Process Conference - 1988

**◆ CIVIC ACTIVITIES**

- Housing Assistance Corp.  
and Alliance for the Preservation of Cape Cod  
Member – Workforce Housing Task Force  
2007 to 2010
- Old King's Highway Regional  
Historic District Commission and  
Barnstable Committee  
Member/Chairman 1986 to 1998
- Our First Home, Inc.  
Yarmouthport, Massachusetts  
Board of Directors – 2000 to present
- Community Leadership Institute  
Of Cape Cod and the Islands, Inc.  
Board of Directors – 2004 to present

**PETER L. FREEMAN • ATTORNEY**

- AmeriCorps of Cape Cod  
Advisory Board – 2008 to present
- Cape Cod Justice for Youth Collaborative, Inc.  
Board of Directors – 2011 to present
- Housing Assistance Corp.  
Board of Directors – 2006 to present
- Cape Cod Rowing, Inc.  
Board of Directors/President – 1997 to 2001
- Town Of Barnstable Affordable Housing  
Technical Assistance Program  
Task Force Member – 1996 to 1998



## DAVID S. SEIBERT, AIA

President / Senior Designer

***“Architecture is the artful expression of conscience and matter which provokes the senses.”***

David Seibert has over 32 years of experience as an architect in all market sectors. As lead designer for BKA, Mr. Seibert provides the design direction for the firm and clients. His conceptual design skills and rendering expertise enable clients to easily envision their projects in the preliminary phase.

Mr. Seibert has the proven ability to comprehend the client's vision, goals, budget and schedule needs, and maximize their potential as expressed in the built environment in an integrated manner.

### EDUCATION

Clemson University  
*Masters of Architecture*

Clemson University  
*Bachelor of Design*

### AFFILIATIONS

American Institute of Architects  
National Council of Architectural  
Registration Boards

### REGISTRATION

KY, MA, MI, MN, MO, OH, UT, VT, WA

### PROJECT EXPERIENCE

244 Washington Place  
Easton, MA

Lofts at Noco (Econic Building)  
Brockton, MA

SoCo 146 (Strathmore Building)  
Brockton, MA

Shovel Shop  
Easton, MA

The Village at Cedar Heights  
Mansfield, MA

Robadeer Meeting House  
Nantucket, MA

The Gables  
Abington, MA

Pleasant Green Studios  
Brockton, MA



# TAB 1

Department of Housing & Community Development  
Local Initiative Program  
Application for Comprehensive Permit Projects

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**MAYFLOWER MANOR**  
**84 South Main Street, Middleborough, MA**

**NARRATIVE**

***Property Description***

The property is addressed as 84 South Main Street, Middleborough and is shown on Assessors Map 58F as Plot 2067 located in the historic town center district. The property consists of approximately 66,647 square feet. A vacant 1976 non-historic brick/masonry office building currently exists on the property which would be demolished under this proposal. The property is located in a Residence B (RB) Zoning District and in the Water Resource Protection District Zone 3 (WRPD-Z3). The property is also located in the Middleborough Center Historic District.

***Proposed Project***

The proposed project consists of demolishing the existing office building and redeveloping the property with new construction of 44 residential rental dwelling units in three buildings. Twenty-five (25%) percent (i.e. eleven units) of the rental dwelling units will be restricted affordable to households earning at or below 80% of Area Median Income. The property will be connected to municipal water and sewer systems.

The site is located in proximity to a mix of commercial, civic, residential, educational and recreational activities and accessible to public transportation.

***Architecture & Design:***

The architectural design will preserve the Middleborough Center Historic District with Victorian detail and massing and setbacks. The two buildings that align with South Main Street are detailed to complement adjacent existing wood frames Victorian residential dwellings and the third three-story building, adjacent to an existing multi-family development, incorporates the Victorian style to produce an overall historic Victorian architectural design.

**TAB 2**

Department of Housing & Community Development  
Local Initiative Program  
Application for Comprehensive Permit Projects

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**MAYFLOWER MANOR**  
**84 South Main Street, Middleborough, MA**

Letter of Support from Municipality

Pending

**TAB 3**

Department of Housing & Community Development  
Local Initiative Program  
Application for Comprehensive Permit Projects

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**MAYFLOWER MANOR**  
**84 South Main Street, Middleborough, MA**

Letter of Support from Housing Partnership

Pending

**TAB 4**



# South Shore Bank

*... Just better®*

November 2, 2015

Mr. Marc Resnick, Trustee  
Mayflower Manor Realty Trust  
138 Harvard Avenue  
Allston, MA 02134

Dear Mr. Resnick:

Thank you for the opportunity to discuss the possibility of establishing a banking relationship between Mayflower Manor Realty Trust and South Shore Bank (SSB). As we understand, you are planning to develop three apartment buildings containing a total of 44 rental dwelling units on 84 South Main Street, Middleborough, MA. Eleven of these rental dwelling units will be restricted as affordable units. SSB would be interested in further discussing the financing for this project once the project is approved. SSB is a member in good standing with the Federal Home Loan Bank of Boston.

Sincerely,

Michael R. Healy  
Senior Vice President

**TAB 5**

# J.K. HOLMGREN ENGINEERING, INC.

Registered Professional Engineers and Land Surveyors

1313 Belmont street, Brockton, MA 02301 Tel: (508) 583-2595 Fax: (508) 588-7518

Toll Free: (800) 439-2595

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May 28, 2015

## Zoning Bylaw waivers required for 84 South Main Street, Middleborough, MA

Section 3.0 Use Regulations – A. Residential Uses: Two-family, multifamily, and dwelling units above street level are not permitted.

- multiple dwelling units proposed, including dwelling units above street level floor

### Section 4.0 Dimensional Requirements

#### Sec. 4.1.1 Table of Dimensional Requirements

Minimum Front Yard: 25 feet required

- rear decks facing South Main Street are 15' proposed, main buildings are over 25'
- covered entry facing Mayflower Avenue is 19' proposed, main building is over 25'

#### Sec. 4.2.1 One Structure per Lot – Three (3) structures proposed

### Section 5.0 General Regulations

Sec. 5.3.8 No Backing Out – Parking areas shall be designed to prevent the necessity of any vehicles backing into a common access drive or street.

- Parking spaces require backing out into common access drive

Sec. 5.3.10 Dimensional Standards – (1) Each parking space shall have a useable area of at least two hundred (200) square feet. Each parking space shall be a minimum of ten (10') feet wide by twenty (20') feet long.

- Proposed parking spaces are nine (9') feet wide by twenty (20') long.

Sec. 5.3.10 Dimensional Standards – (2) No parking area shall be located less than 25 feet from an existing street line. Nor less than 20 feet from a side or rear lot line.

- Parking spaces proposed no less than 10 feet from existing street line and no less than 6 feet from side or rear lot line.

### Section 5.7 Signs

Sec. 5.7.4 Residence Districts – Sign are permitted for:

- (1) Advertising the sale or rental of the property on which it is located.
- (2) Advertising activities with a permitted use and those uses allowed by special permit or variance. There shall only be one sign and it shall not exceed six square feet in area.
  - Two connected signs proposed at intersection of South Main Street and Mayflower Avenue. One at rear entrance? Larger than six square feet (approx. 50 SF each?)

Section 7.3 Family Accessory Apartments

Not sure if a full waiver request from this section is necessary.

Section 8.2 Water Resource Protection District (WRPD)

Sec. 8.2.8 WRPD Z3 Use Regulations

(1) Permitted Uses: Except as specified in 8.2.8.2 Prohibited Uses and 8.2.8.3 Special Permitted Uses, those principal and accessory uses authorized in the underlying district (Residence B) are permitted in WRPD Z3.

- Multifamily, multi-unit, multi-level apartments are not permitted in Residence B.

(3) a. Enlargement or alteration of existing uses and structures that do not conform to the WRPD are prohibited.

(3) j. Any use that will render any lot more than 40% impervious is prohibited...

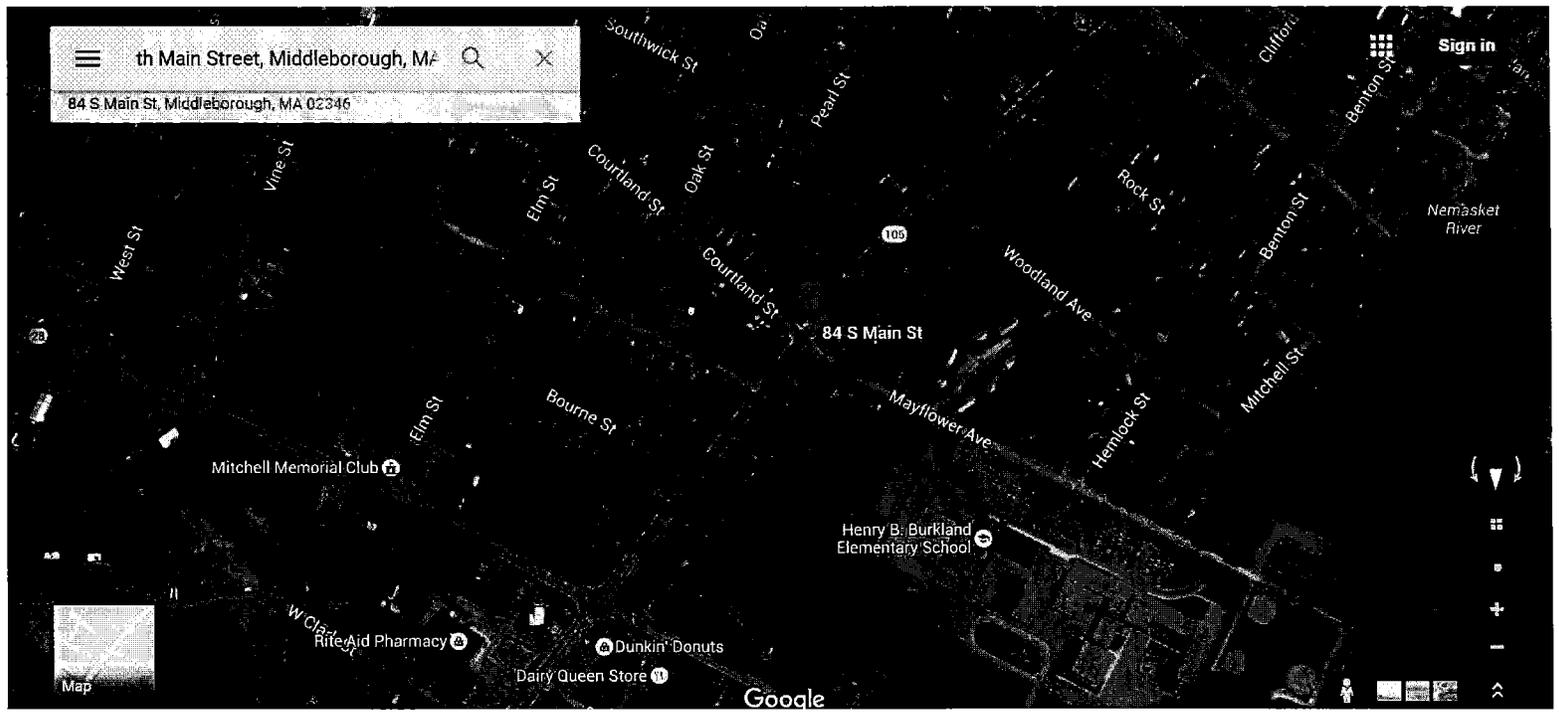
Not less than 35% of any lot area shall be maintained as a Natural Vegetation Area.

- Approximately 69% of the lot is proposed impervious area (buildings, parking, sidewalk, etc.). Approximately 19% of the lot could be "Natural Vegetation Area".

**TAB 6**

th Main Street, Middleborough, MA  
84 S Main St, Middleborough, MA 02346

Sign in



Google



Map  
 Search Properties  
 Property Info  
 Abutters  
 Town of Middleborough  
 Help

280 ft



**TAB 7**



5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is Eight Hundred Thousand (\$800,000.00) and no/100 dollars, of which

\$ 1,000.00	have been paid as a deposit this day and
\$ 39,000.00	are to be paid upon the Due Diligence Period Expiration Date (as defined in Paragraph 43)
\$ 760,000.00	are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s), or attorney's IOLTA conveyancing account check.
<hr/>	
\$ 800,000.00	TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered on that date which is forty (40) days after the completion of Buyer's permitting (the "Closing Date"). Buyer shall provide Seller with written notice of permitting completion within one (1) day after said permitting is complete. In any event, the Closing Date shall not be later than May 16, 2016. The Closing shall take place at the office of Buyer's lender's attorney or such other place that the parties mutually agree upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION and CONDITION of PREMISES

Full possession of said premises is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of the premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, 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, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days. Reasonable efforts shall be defined as the expenditure of no more than \$1,000.00 by Seller.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

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, within the time period set forth in the Act, if applicable, to proceed with such repair or restoration as may be necessary for such purposes, or shall expressly agree not to so proceed, or the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore 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, on delivery of the deed, unless said premises have previously been restored to their former condition, pay over or assign to the BUYER all amounts recovered or recoverable by the SELLER on account of such insurance, and give the BUYER a credit against the purchase price equal to any amounts otherwise so recoverable which are retained by the holder of mortgage on the premises, 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 PURCHASE MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, 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.

15. INSURANCE

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

<u>Type of insurance</u>	<u>Amount of Coverage</u>
(a) Fire	\$ As currently insured.
(b) Extended coverage	
(c)	

16. ADJUSTMENTS

Water and sewer use charges, and taxes for the then current year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

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

A Broker's fee for professional services of \$40,000.00 is due from the SELLER to Realm Realty Group, the broker herein, but only if as and when the Deed is conveyed and recorded and funds disbursed to seller, but not otherwise.

19. BROKERS WARRANTY

The Broker named herein warrant that they are duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Realm Realty Group, 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 instructions mutually given by the SELLER and the BUYER. The deposit shall be held in a federally insured escrow account paying money-market interest rates. All accrued interest shall be divided evenly between the parties at closing, except in the event of a default or termination, in which event the interest shall follow the deposit.

21. BUYER'S DEFAULT; DAMAGES

If Buyer shall fail to fulfill Buyer's obligations and agreement herein, all deposits made hereunder shall be retained by Seller as complete damages and shall be Seller's sole remedy and recourse in law or at equity, Seller and Buyer hereby agreeing that the deposit hereunder is a reasonable forecast of Seller's losses that would result if Buyer were to breach this Agreement, which losses could result from Seller's inability to resell the premises for the same agreed purchase price due to any number of presently undeterminable factors.

22. RELEASE BY HUSBAND OR WIFE

The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

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

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 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 - INTENTIONALLY OMITTED

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 enures 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 BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

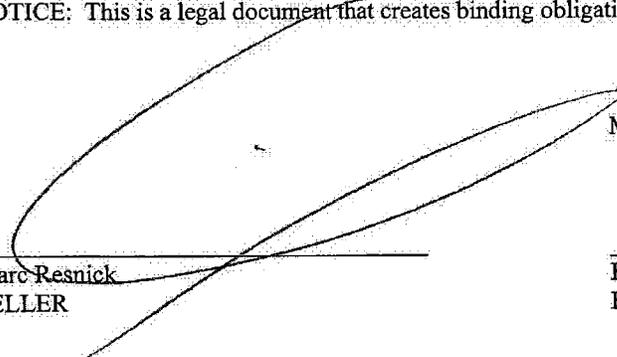
27. LEAD PAINT LAW - INTENTIONALLY OMITTED

28. SMOKE DETECTOR and CARBON MONOXIDE DETECTOR - INTENTIONALLY OMITTED

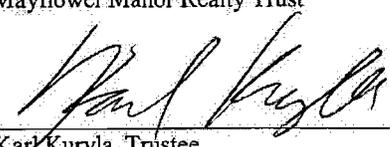
29. ADDITIONAL PROVISIONS

The initialed Rider A attached hereto, is incorporated herein by reference.

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

  
\_\_\_\_\_  
Marc Resnick  
SELLER

Mayflower Manor Realty Trust

  
\_\_\_\_\_  
Karl Kuryla, Trustee  
BUYER

Rider A

30. The Buyer acknowledges that the Buyer has been given full and ample opportunity to inspect the premises; that the Seller has no responsibility for any failure by the Buyer to fully exercise such inspection rights; that, except as may be expressly set forth in this Agreement, the Seller has made no statements and no warranties or representations, express or implied, regarding the premises on which the Buyer has relied in connection with the Buyer's decision to purchase the premises; and it is the understanding of the parties that the entire agreement of the parties with respect to the transaction which is the subject of this Agreement is fully and completely set forth in this Agreement. The parties acknowledge that Seller is selling the Premises in its "as is" condition without representations or warranties of any kind, and that the Due Diligence Period granted to Buyer hereunder is designed to allow Buyer to satisfy itself regarding all aspects of the Premises, including, without limitation, its physical condition, legal compliance, title and financial or market conditions affecting the Premises. The Buyer's agreements in this paragraph shall survive delivery of the deed.
31. Paragraph 14 of the Purchase and Sale Agreement is amended by adding the following language:
- However, in the event there is a mortgage or mortgages held by an institutional lender, the instruments to discharge same may be recorded after the delivery of the deed, so long as arrangements have been made for obtaining same in accordance with usual conveyancing practices.
32. The Seller hereby agrees to sign and deliver, at the time of performance, such affidavits, documents and certificates as may be reasonably required by the lending institution which is providing the purchase money mortgage funds to the Buyer for this transaction provided that the same are reasonably requested by such lending institution.
33. The ability to secure financing, as a condition of this contract, shall not be contingent upon the sale or closing of other real estate.
34. Access: The Seller shall allow the Buyer to have reasonable access to the premises at reasonable times and upon reasonable notice for inspections, arranging financing, measurements and other reasonable purposes, including without implied limitation, the right to inspect the premises just prior to the closing. Said right of access shall be exercised only after reasonable prior notice and only in the presence of Seller or Seller's agent.
35. Any matter relating to the performance of this Agreement which is the subject to a title, practice or ethical standard of the Real Estate Bar Association ("REBA") formerly known as Massachusetts Conveyancers' Association shall be governed by the provisions of said standard to the extent applicable.
36. Any notice or other communication hereunder shall be deemed to have been duly given when mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or by facsimile addressed as follows:

If to Seller: Alissa Devlin, Esquire  
The Beantown Companies, Inc.  
138 Harvard Avenue  
Allston, MA 02134  
Telephone (617) 782-7800  
Facsimile (617) 787-4431  
[Devlin.beantown@gmail.com](mailto:Devlin.beantown@gmail.com)

If to Buyer: Joshua Krefetz, Esquire  
Krefetz Law Firm LLC  
P.O. Box 88  
Somerville, MA 02143  
Telephone (617) 254-8000

Facsimile (617) 254-8001  
Joshua@krefetzlaw.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

37. Representations Concerning Broker. Buyer and Seller represent and warrant to each other that they have not contacted any real estate broker in connection with this transaction other than those Brokers named herein, and were not directed to the other party as a result of any services or facilities of any other real estate broker. Each agrees to indemnify the other against and to hold the other harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted by any real estate broker with whom Buyer or Seller has dealt in connection with this transaction. The provisions of this paragraph shall survive the delivery of the deed.
38. This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto except as this Agreement is modified or altered by written agreement signed by the parties hereto. All prior offers and agreements between the parties with respect to the transaction contemplated hereby shall be null and void.
39. If any paragraph contained in this Rider conflicts in any way with the printed form of the Purchase and Sale Agreement, then the paragraph contained in this Rider shall control.
40. Assignment: Except with the prior approval of Seller (which may be granted or withheld by Seller in Seller's sole and absolute discretion), in each instance, Buyer shall not assign its rights and obligations under this Agreement to any person or entity nor shall Buyer record this Agreement at the Registry of Deeds or Land Court in the county where the Premises are situated. Any purported assignment or recording shall be null and void. If Buyer purports to assign or record this Agreement, then at Seller's option, this Agreement shall terminate and all deposits made hereunder shall be retained by Seller as liquidated damages.
42. The parties hereby acknowledge that Seller and Buyer may each elect to participate in a tax deferred exchange under Section 1031 of the IRC. Seller and Buyer agree to cooperate with one another in the event that either party decides to so participate. Such cooperation shall include the execution of applicable documentation, provided neither party incurs cost or liability in executing same.
43. **DUE DILIGENCE PERIOD:**  
The parties acknowledge that Buyer intends to investigate certain aspects of the Premises in order to determine its suitability for purchase by Buyer. Such investigation shall include but not be limited to: site assessment, title review, survey, environmental site assessment and geotechnical testing. Seller has agreed to grant Buyer the period of ninety (90) days from the date of the signing of this Agreement ("the Due Diligence Period") for such investigations. At any time during the Due Diligence Period, Buyer may terminate this Agreement for any reason whatsoever, and receive back the Deposit, provided that Buyer gives written notice to Seller, in accordance with the terms hereof, to terminate this transaction on or before 5:00 PM EST of the last day of the Due Diligence Period, (the "Due Diligence Period Expiration Date"). After the Due Diligence Period Expiration Date, Buyer shall have waived its right to terminate this Agreement for any reason, including Buyer's dissatisfaction with the condition of the Premises (including environmental, title, buildings condition, tenancies, compliance with laws or regulations etc.) and the Deposit, shall be retained by Seller in the event of Buyer default and otherwise be applied to the Purchase Price at Closing.

In the event that this Agreement shall terminate without conveyance of the Premises for any reasons other than default by Seller, the Buyer, without liability of any kind for the form or content of any materials delivered to Seller, shall forthwith thereafter deliver to Seller, without cost or charge to Seller, copies of all surveys, building and other plans, results of soil tests, borings and other tests or studies, analyses and engineering and environmental data, if any, obtained by Buyer from independent third parties and made of

or with respect to said Premises. All due diligence investigations shall be kept confidential by Buyer. The obligations of Buyer under this paragraph shall survive any such termination.

44. **ACCESS**

At all times prior to the Due Diligence Expiration Date, Seller will provide Buyer and Buyer's agents, employees and contractors access to the Premises. Any access to the Premises by Buyer or its agents during the Due Diligence Period shall require reasonable advance notice to Seller, which may be oral notice if given at least 24 hours in advance and consented to orally by Seller. After performing any inspections, surveys, tests or other investigations Buyer shall promptly restore the Premises to its prior condition. Seller shall have the right to attend all testing and inspections and Buyer shall notify Seller of the need for any entry on the Premises. Neither Buyer nor its agents shall be responsible for notifying any party, including any public agency, of the contents of any environmental reports. Seller shall assume all responsibility for such notification. Buyer shall direct its agents not to disclose the contents of any reports unless required by law or by professional ethical standards for disclosure of the same.

During the Due Diligence Period Buyer may conduct an inspection of the buildings at the Premises including roofs, walls, floors, electrical, mechanical and HVAC systems, as well as review any building and site modifications required to bring the premises into full compliance with all state and local requirements. The cost of said due diligence shall be the Buyer's sole responsibility.

Prior to any entry on the Premises for any of the due diligence permitted hereunder, Buyer shall provide Seller with a certificate of insurance evidencing Buyer's maintenance of comprehensive general liability and premises liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to premises in any one occurrence. Such certificate shall name Seller, and such other parties as Seller may specify, as additional insureds.

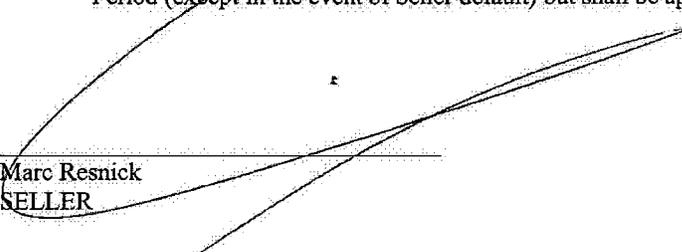
In consideration of the grant by Seller of the foregoing access rights, Buyer shall indemnify, exonerate and hold Seller harmless from and against any and all injury, loss, damage, claims, liability, cost or expense, of whatever nature (including attorneys' fees and any other costs of the defense of claims made) arising out of or alleged to have arisen out of any entry upon the Premises by Buyer or its agents or any action taken by Buyer and those claiming under Buyer pursuant to this Section 46, including, without limitation, injury (including death) to persons or damage to property or the Premises. Notwithstanding the foregoing, Buyer shall not be responsible for any hazardous waste conditions, including their remediation, existing on the Premises prior to Buyer's entry, unless exacerbated by actions of Buyer or its agents. This indemnity shall survive the termination of this Agreement and the delivery of the deed contemplated hereby.

45. **PERMIT PERIOD**

Buyer shall have up to ninety (90) days after the signing date of this Agreement (the "Permit Period") to obtain all necessary governmental and other regulatory licenses, permits, approvals and agreements required to construct and occupy a minimum of 44 residential units in a project pursuant to M.G.L Chapter 40B ("Permits"). Said Permit Period shall run concurrently with the Due Diligence Period. So long as this Agreement is in effect, Buyer shall have the right to take any and all actions which Buyer, in its' sole discretion, deems necessary or appropriate to enable Buyer to obtain the Permits including without limitation the right to file, in Buyer's name (or, if required by any governmental agency, in Seller's name as Seller's agent) and for Buyer's sole benefit, zoning code approvals, variances, changes or other appropriate relief, environmental or other related approvals. Seller agrees to execute and deliver to Buyer any and all instruments as Buyer may reasonably request and otherwise to cooperate (at no cost to Seller) with Buyer in connection with the exercise of its rights.

In the event that the Permit Period expires and Buyer has pending before an approval-granting agency, court or other entity, an application, appeal or pleading with respect to any Permits or third party actions, affecting the Property, or in the event such Permits or third party actions are in the process of being litigated, upon payment by Buyer of Twenty-Five Thousand Dollars (\$25,000.00) to Seller ("Extension

Payment"), Buyer shall have the right to extend the Permit Period by a timeframe that is acceptable to Buyer but which shall not be more than ninety (90) days from the expiration of the Permit Period. The Buyer's deposit, along with the Extension Payment (if any), shall be non-refundable during the Permit Period (except in the event of Seller default) but shall be applicable to the Purchase Price at Closing.

  
\_\_\_\_\_  
Marc Resnick  
SELLER

Mayflower Manor Realty Trust

By:   
\_\_\_\_\_  
Karl Kuryla, Trustee  
BUYER

DECLARATION OF TRUST  
ESTABLISHING

Mayflower Manor Realty Trust

Karl Kuryla of Allston, MA and Marc Resnick, of Newton, MA (the "Trustees"), hereby declares that Ten (10) Dollars is held in trust hereunder and any and all additional property and interest in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust, solely as nominee, for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in said Schedule, which Schedule has this day been executed by the Beneficiaries and filed with the Trustees with receipt acknowledged by at least one Trustee (hereafter, as it may be amended, "Schedule of Beneficiaries").

SECTION ONE  
NAME AND PURPOSE

1.1 This trust shall be known as the Mayflower Manor Realty Trust and is intended to be a nominee trust, so-called, for federal and state income tax purposes and to hold the record legal title to the Trust Estate and perform such functions as are necessarily incidental thereto.

SECTION TWO  
TRUSTEES

2.1 In the event that there are two Trustees, ANY ONE TRUSTEE may execute any and all instruments and certificates necessary to carry out the provisions of the Trust. In the event there are more than two Trustees, ANY TWO TRUSTEES, except as otherwise provided in paragraph 7.2, may execute such instruments and certificates necessary to carry out the provisions of the Trust.

2.2 No Trustee shall be required to furnish bond. No Trustee hereunder shall be liable for any action taken at the direction of the Beneficiaries, nor for any error of judgment nor for any loss arising out of any act or omission in the execution of the Trust so long as acting in good faith, I but shall be responsible only for his or her own willful breach of trust. No license of court shall be responsible only for his or her own validity of any transaction entered into by the Trustees. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease deed, mortgage, note or other instrument or document executed or action taken by the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required by Paragraph 2.1, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries.

2.3 Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by the person or persons appearing from the records of the

Registry of Deeds to be Trustees, as required by Paragraph 2.1 as to who are the Trustees or the Beneficiaries hereunder or as to the authority of the Trustees to act or as to the existence or nonexistence or any fact or facts which constitute conditions precedent to actions by the Trustees or which are in any fact or facts germane to the affairs of the Trust. Execution, delivery or recording of such certificate shall not be a condition precedent to the validity of any transaction of the Trust.

### SECTION THREE BENEFICIARIES

3.1 The term "Beneficiaries" shall mean the persons and entities listed as Beneficiaries in the Schedule of Beneficiaries and in such revised Schedule of Beneficiaries, from time to time hereafter executed and delivered as provided above and the respective interests of the Beneficiaries shall be as therein stated.

3.2 Decisions made and actions taken hereunder (including without limitation, amendment and termination of this Trust; appointment and removal of Trustees; directions and notices to Trustees; and execution of documents) shall be made or taken, as the case may be, by all the Beneficiaries.

3.3 Any Trustee may without impropriety become a Beneficiary hereunder and exercise all rights of a Beneficiary with the same effect as though he or she or it were not a trustee. The parties hereunder recognize that if a sole Trustee and a sole Beneficiary are one and the same person, legal and equitable title hereunder shall merge as a matter of law.

### SECTION FOUR POWERS OF TRUSTEES

4.1 The Trustees shall hold the principal of this Trust and receive the income therefrom for the benefit of the beneficiaries, and shall pay over the principal and income pursuant to the direction of all the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests.

4.2 Except as hereinafter provided in case of the termination of this Trust, the Trustees have no power to deal in or with the Trust Estate except as directed by all of the Beneficiaries. When, as if and to the extent directed by all of the Beneficiaries, the Trustees shall have the following powers:

- 4.2.1 to buy, sell, convey, assign, mortgage, or otherwise dispose of any part of the Trust Estate and as landlord or tenant execute and deliver leases and subleases;
- 4.2.2 to execute and deliver notes for borrowing for the Beneficiaries;
- 4.2.3 to grant easements or aquifer rights or easements and enter into agreements and arrangements with respect to the Trust Estate;
- 4.2.4 to endorse and deposit checks in an account for the benefit of the Beneficiaries.

Any and all instruments executed pursuant to such direction may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the Trust. A direction to the Trustees by the Beneficiaries may be by a Durable Power of Attorney.

4.3 Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve the Trustee in any personal liability unless first satisfactorily indemnified.

4.4 All persons extending credit to, contracting with or having any claim against the Trustees shall look only to the funds and property of this Trust for payment of any contract, claim, or for the payment of any debt, damage, judgment, decree, or for any money that may be otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the Beneficiaries shall be personally liable therefore. If any Trustee shall at any time for any reason (other than for willful breach of trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Beneficiaries, jointly and severally, against all loss, costs, damage, or expense by reason of such liability.

#### SECTION FIVE TERMINATION

5.1 This Trust may be terminated at any time by notice in writing from all of the Beneficiaries, provided that such termination shall be effective only when a certificate thereof signed by the Trustees, shall be recorded with the Registry of Deeds. Notwithstanding any other provision of this Declaration of Trust, and consistent with the intention of the undersigned that this trust not violate the Rule Against Perpetuities, this Trust shall terminate in any event TWENTY (20) years from the date of the death of the last surviving Trustee of the original Trustees named in the instrument.

5.2 In the case of any termination of the Trust, the Trustees shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the Beneficiaries as tenants in common in proportion to their respective interests hereunder, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustees may retain such portion thereof as is in their opinion necessary to discharge any expense or liability determined or contingent, of the Trust.

#### SECTION SIX AMENDMENTS

6.1 This Declaration of trust may be amended from time to time by an instrument in writing signed by all of the Beneficiaries and delivered to the Trustees, provided in each case that the amendment shall not become effective until the instrument of amendment or certificate setting forth the terms of such amendment, signed by the Trustees, is recorded with the Registry of Deeds.

SECTION SEVEN  
RESIGNATION AND SUCCESSOR TRUSTEE

7.1 Any Trustee hereunder may resign at any time by an instrument in writing signed and acknowledged by such Trustee and delivered to all remaining Trustees and to each Beneficiary. Such resignation shall take effect on the later of the dates specified therein or upon the date of the recording of such instrument with the Registry of Deeds.

7.2 Succeeding or additional Trustees may be appointed or any trustee may be removed by an instrument or instruments in writing signed by all the Beneficiaries, provided in each case that certificate signed by ANY TRUSTEE naming the Trustee or Trustees appointed or removed and, in the case of an appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded in the Registry of Deeds. Upon recording of such instrument, the legal title to the Trust Estate shall, without the necessity of any conveyance, be vested in said succeeding or additional Trustee or Trustees, with all the rights, powers, authority, and privileges as if named as an original Trustee hereunder.

7.3 In the event that there is no Trustee, either through the death or resignation of a sole trustee without prior appointment of a successor Trustee or for any other cause, a person purporting to be a successor Trustee hereunder may record in the Registry of Deeds an affidavit, under pains and penalties of perjury, stating that he or she has been appointed by all of the Beneficiaries a successor Trustee. Such affidavit when recorded together with an attorney's certificate under M.G.L.C. 183 Section 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a trustee required or permitted hereunder had been recorded and persons dealing with the Trust or Trust Estate may always rely without further inquiry upon such an affidavit as so executed and recorded as to the matters stated herein.

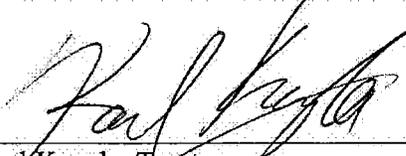
SECTION EIGHT  
GOVERNING LAW

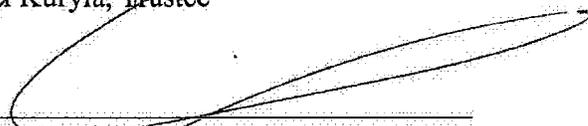
8.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINE  
REGISTRY OF DEEDS

9.1 The term "Registry of Deeds" shall mean the Registry of Deeds or Registry District of the Land Court for the district in the Commonwealth of Massachusetts in which the real estate which is the subject of this Trust is located, and in which this Declaration of Trust is recorded or registered.

Executed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 2015.

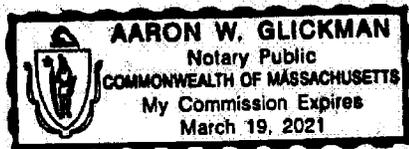
  
\_\_\_\_\_  
Karl Kuryla, Trustee

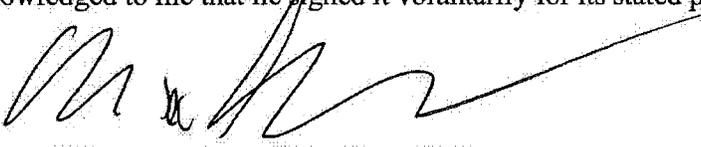
  
\_\_\_\_\_  
Marc Resnick, Trustee

COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this 2nd day of November, 2015, before me, the undersigned notary public, personally appeared Karl Kuryla, and proved to me through satisfactory evidence of identification, which were MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

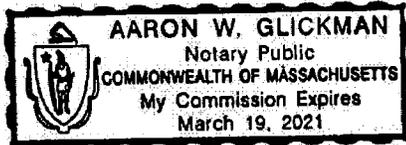


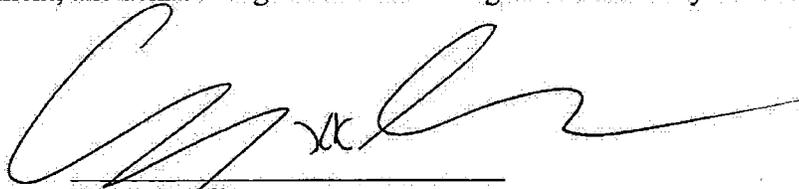
  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

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County, ss.

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My Commission Expires:

DECLARATION OF TRUST  
ESTABLISHING

Mayflower Manor Realty Trust

Karl Kuryla of Allston, MA and Marc Resnick, of Newton, MA (the "Trustees"), hereby declares that Ten (10) Dollars is held in trust hereunder and any and all additional property and interest in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust, solely as nominee, for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in said Schedule, which Schedule has this day been executed by the Beneficiaries and filed with the Trustees with receipt acknowledged by at least one Trustee (hereafter, as it may be amended, "Schedule of Beneficiaries").

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7.3 In the event that there is no Trustee, either through the death or resignation of a sole trustee without prior appointment of a successor Trustee or for any other cause, a person purporting to be a successor Trustee hereunder may record in the Registry of Deeds an affidavit, under pains and penalties of perjury, stating that he or she has been appointed by all of the Beneficiaries a successor Trustee. Such affidavit when recorded together with an attorney's certificate under M.G.L.C. 183 Section 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a trustee required or permitted hereunder had been recorded and persons dealing with the Trust or Trust Estate may always rely without further inquiry upon such an affidavit as so executed and recorded as to the matters stated herein.

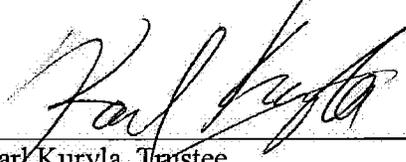
SECTION EIGHT  
GOVERNING LAW

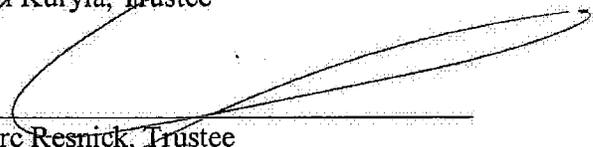
8.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINE  
REGISTRY OF DEEDS

9.1 The term "Registry of Deeds" shall mean the Registry of Deeds or Registry District of the Land Court for the district in the Commonwealth of Massachusetts in which the real estate which is the subject of this Trust is located, and in which this Declaration of Trust is recorded or registered.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

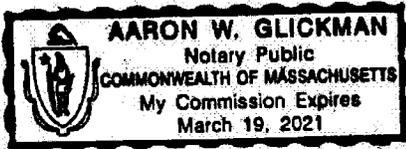
  
\_\_\_\_\_  
Karl Kuryla, Trustee

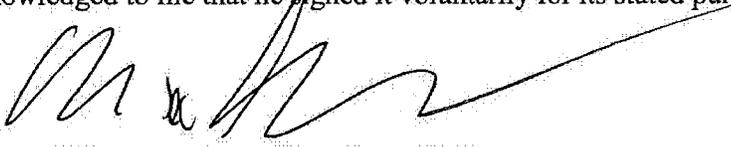
  
\_\_\_\_\_  
Marc Resnick, Trustee

COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this 2nd day of November, 2015, before me, the undersigned notary public, personally appeared Karl Kuryla, and proved to me through satisfactory evidence of identification, which were MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



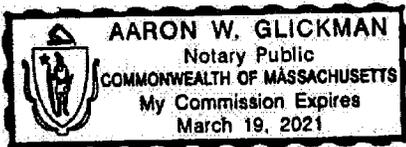
  
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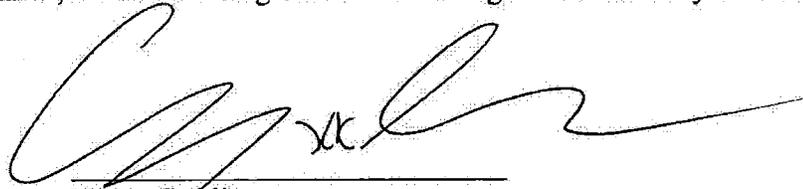
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this 2nd day of November, 2015, before me, the undersigned notary public, personally appeared Marc Resnick, and proved to me through satisfactory evidence of identification, which were MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



  
\_\_\_\_\_

Notary Public  
My Commission Expires:

**TAB 8**

15332

Received & Recorded  
PLYMOUTH COUNTY  
REGISTRY OF DEEDS  
10 FEB 2006 11:48AM  
JOHN R. BUCKLEY, JR.  
REGISTER  
Bk 32199 Pg 187-188

QUITCLAIM DEED

We, Scott Anderson of 39 Fairmount Street, Brookline, Massachusetts and  
Catherine A. Minnerly of 23 Shoreline Drive, Foxboro, Massachusetts, for consideration  
paid in the amount of One Million Four Hundred Twenty Five Thousand  
(\$1,425,000.00) dollars

Hereby **GRANTS** to Marc Resnick, Individually, of 183 Harvard Street, Allston,  
Massachusetts, 02134

with **QUITCLAIM COVENANTS**, the land in Middleborough, Plymouth County,  
Commonwealth of Massachusetts described as follows:

A certain parcel of land with the improvements thereon situate on the  
northeasterly side of Mayflower Avenue and the southeasterly side of South Main Street,  
Middleborough, Plymouth County, Massachusetts dated July 31, 1970 by Schofield  
Brothers Inc., registered land surveyors, recorded with the Plymouth County Registry of  
Deeds on September 22, 1970 at Book 3619, Page 782, bounded and described as  
follows:

- SOUTHWESTERLY by Mayflower Avenue by two lines measuring  
Respectively 111.99 feet and 219.96 feet;
- NORTHWESTERLY by South Main Street by two lines measuring  
respectively 222.75 feet and 8.83 feet;
- NORTHEASTERLY by land now or formerly of Edward F. and Gertrude  
A. Morrissey by two lines measuring 172.31 feet  
and 160.96 feet; and
- SOUTHEASTERLY by land now or formerly of Middleborough Housing  
Authority 157.16 feet.

Containing according to said plan, 66,740 square feet more or less.

SERAFINI, TOSCANI, CASARDO & WELLS  
1200 Hancock Street  
Quincy, MA 02169

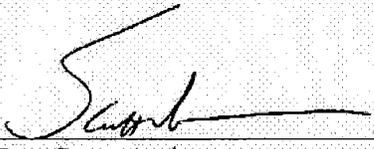
Property Address: 84 South Main Street, Middleboro, MA

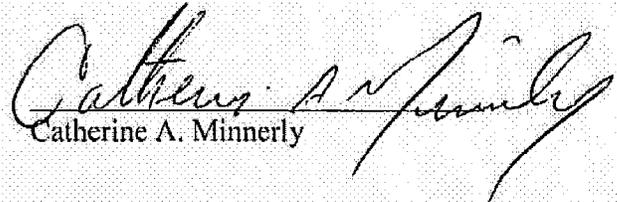
**CANCELLED**  
RICKLAND  
FEB 26 11:48 AM '06  
PLYMOUTH

02/10/06 11:48 AM  
0000040555  
FEE  
0.00  
0.00  
0.00

Meaning and intending to describe and convey the same premises conveyed to the within grantor by deed of New England Telephone and Telegraph Company dated June 3, 1999 and recorded in the Plymouth County Registry of Deeds at Book 17546, Page 254-255. See also Deed to be recorded immediately prior hereto.

EXECUTED UNDER SEAL as of this 10th day of February, 2006.

  
By: Scott Anderson

  
By: Catherine A. Minnerly

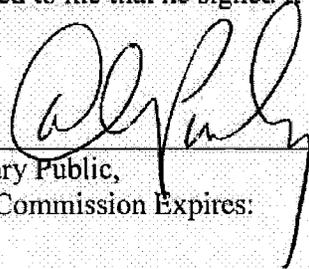
COMMONWEALTH OF MASSACHUSETTS

NORFOLK County

On this 10th day of February, 2006, before me, the undersigned notary public, personally appeared Scott Anderson, and proved to me through satisfactory evidence of *DRIVERS LIC.* identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose



Douglas C. Purdy  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES 11/05/2010

  
Notary Public,  
My Commission Expires:

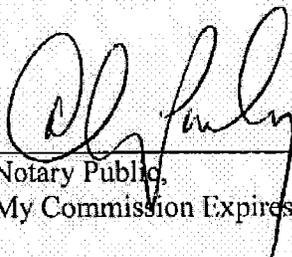
COMMONWEALTH OF MASSACHUSETTS

NORFOLK County

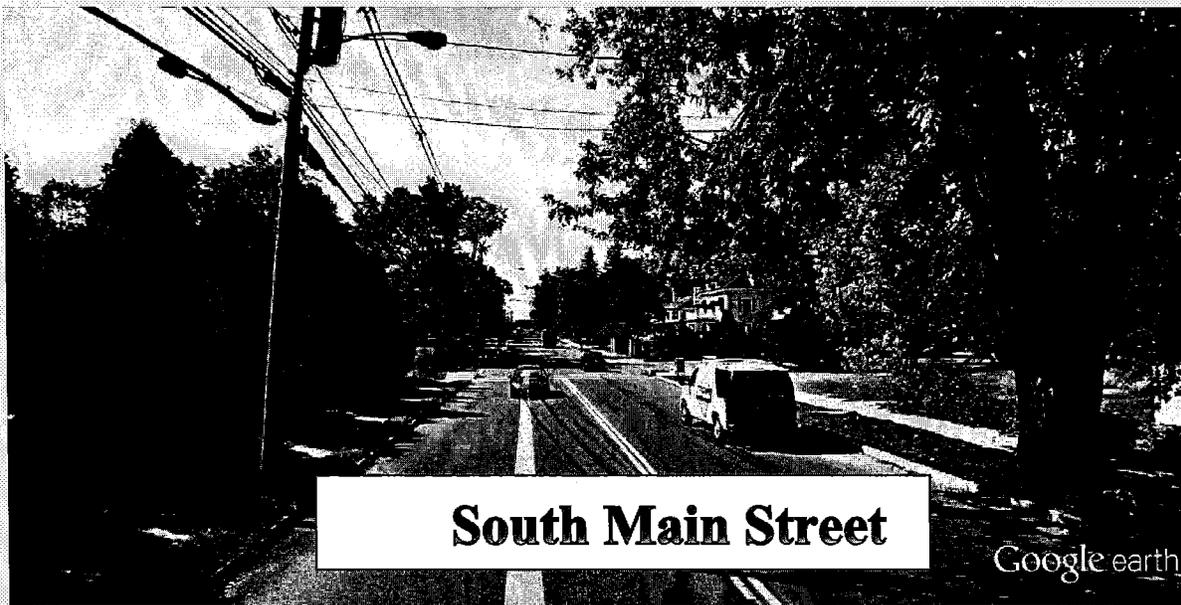
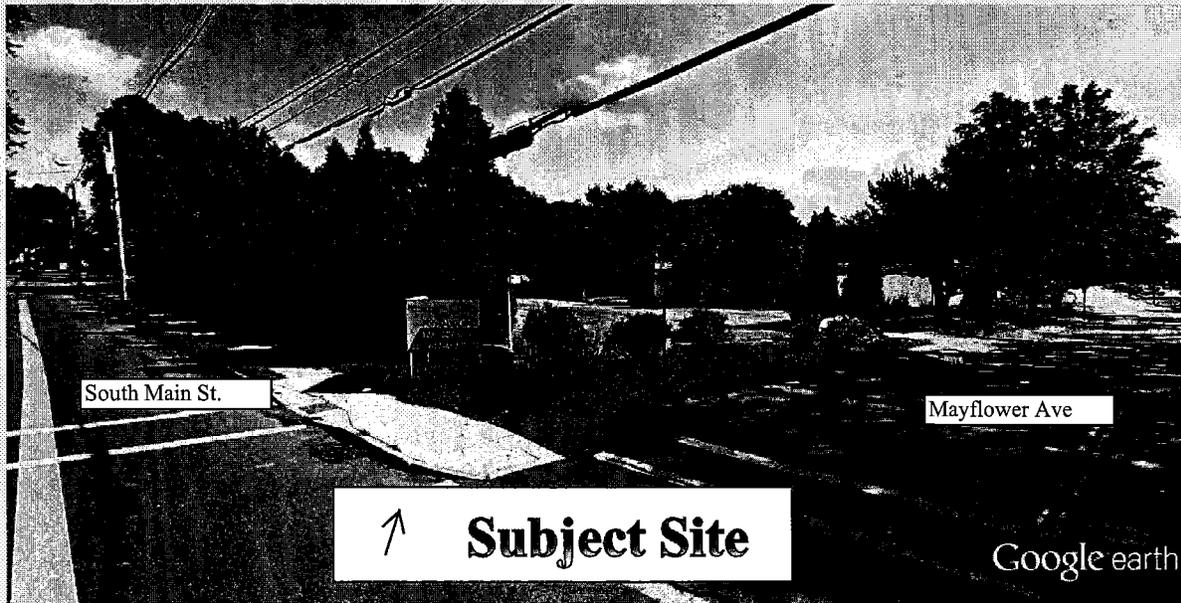
On this 10th day of February, 2006, before me, the undersigned notary public, personally appeared Catherine A. Minnerly, and proved to me through satisfactory evidence of *DRIVERS LICENSE* identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose

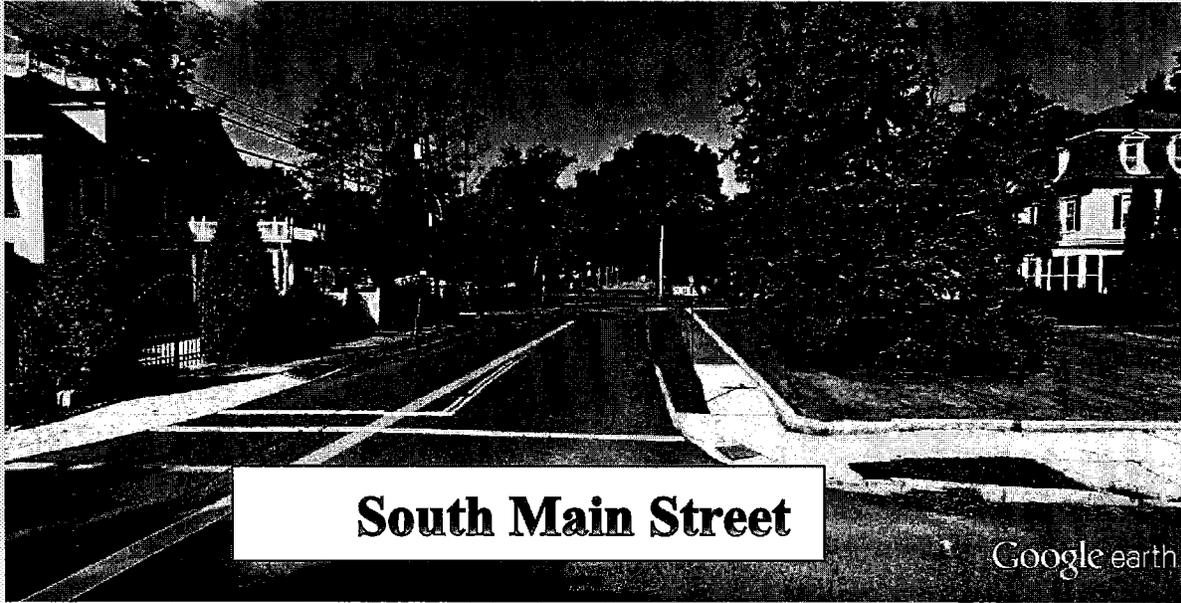


Douglas C. Purdy  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES 11/05/2010

  
Notary Public,  
My Commission Expires:

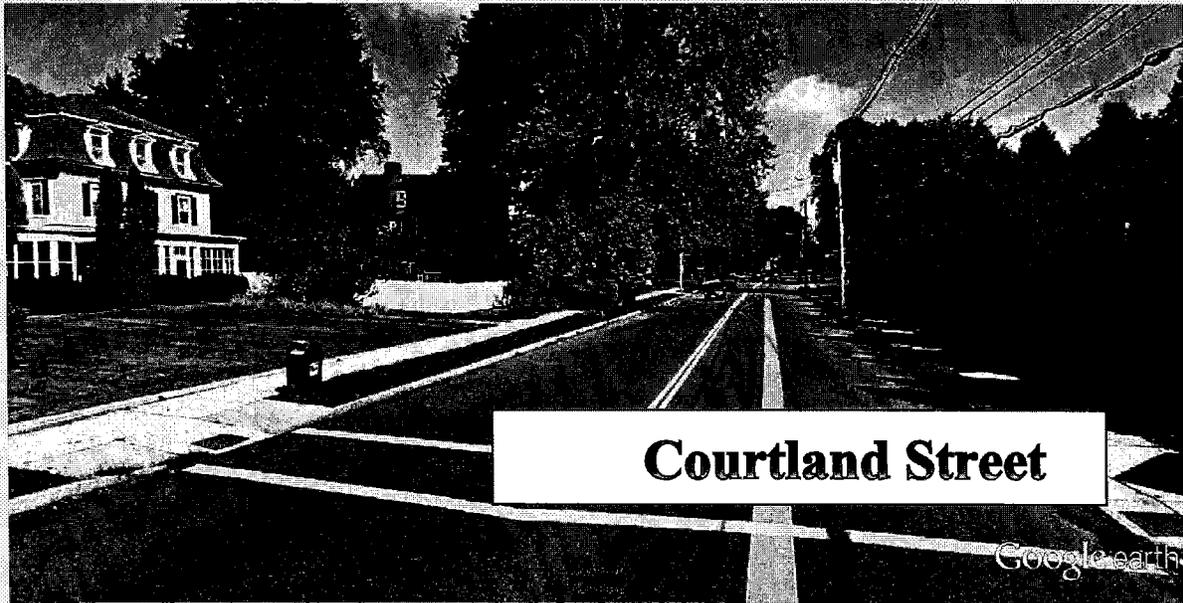
**TAB 9**





**South Main Street**

Google earth



**Courtland Street**

Google earth

**TAB 10**

**TAB 11**



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



FRONT ELEVATION

BUILDING ONE - 8 UNITS

MIDDLEBORO APARTMENTS  
MIDDLEBORO, MA

84 SOUTH MAIN STREET REALTY TRUST SCALE: NOT TO SCALE  
ALLSTON, MA APRIL 17, 2015

DRAWN BY: JB  
PROJECT NO.: 21188

**b a** BKA Architects, Inc.  
1000 Main Street, Suite 100  
Middleboro, MA 01948  
www.bka.com



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



FRONT ELEVATION

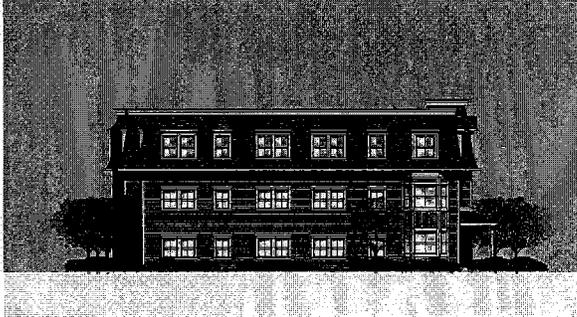
BUILDING TWO - 10 UNITS

MIDDLEBORO APARTMENTS  
MIDDLEBORO, MA

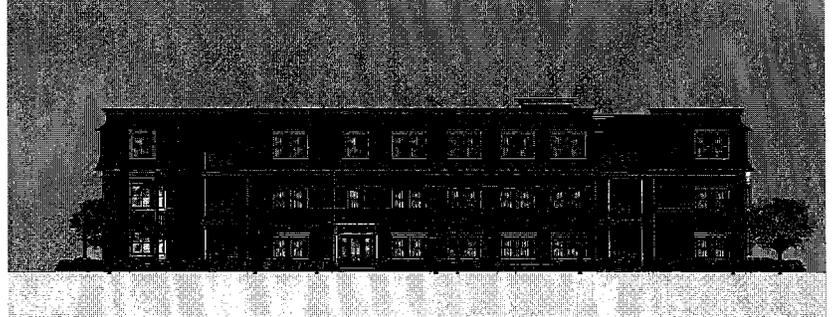
84 SOUTH MAIN STREET REALTY TRUST SCALE: NOT TO SCALE  
ALSTON, MA APRIL 17, 2016

DRAWN BY: JL  
PROJECT NO.: 212186

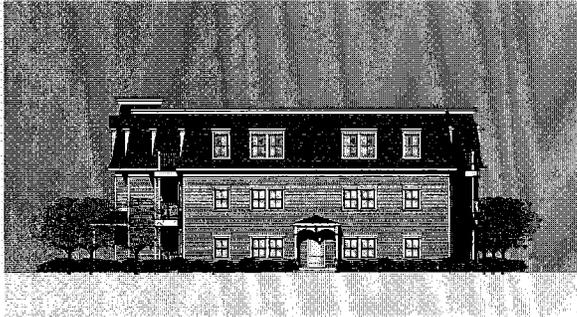
**b a** BKA Architects, Inc.  
100 STATE STREET - 2ND FLOOR  
ALSTON, MA 01915  
TEL: 508-885-1100  
WWW.BKA-ARCHITECTS.COM



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



FRONT ELEVATION

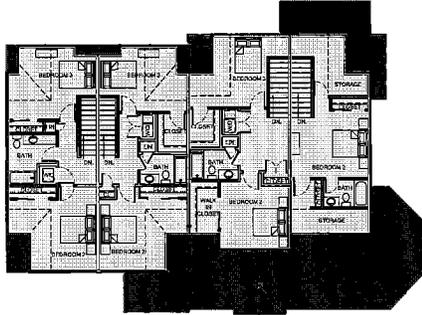
BUILDING THREE - 24 UNITS

MIDDLEBORO APARTMENTS  
MIDDLEBORO, MA

84 SOUTH MAIN STREET REALTY TRUST SCALE: NOT TO SCALE  
ALLSTON, MA APRIL 17, 2015

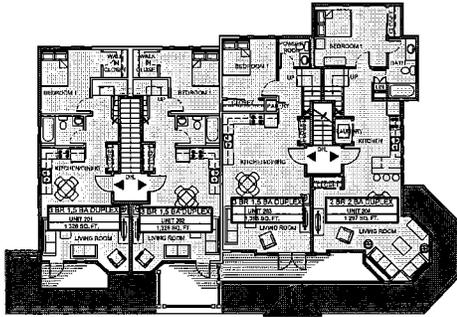
DRAWN BY: JB  
PROJECT NO.: 212108

**b a** BKA Architects, Inc.  
ARCHITECTS - INTERIORS  
100 STATE STREET, SUITE 200  
MIDDLEBORO, MA 01502  
TEL: 508.457.1000

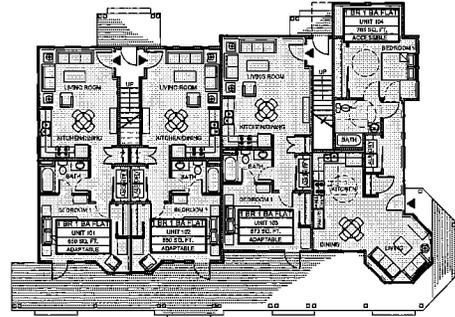


THIRD FLOOR PLAN  
SCALE: 1/8" = 1'-0"

UNIT COUNT	
<b>SECOND FLOOR / THIRD FLOOR</b>	<b>TOTAL</b>
(1) - 2 BEDROOM, 2 BATH	4 UNITS
(2) - 3 BEDROOM, 1.5 BATH	
<b>FIRST FLOOR</b>	<b>TOTAL</b>
(1) - 1 BEDROOM, 1 BATH (ACCESSIBLE)	4 UNITS
(2) - 1 BEDROOM, 1 BATH (ADAPTABLE)	
<b>8 - TOTAL UNITS</b>	
1 - ACCESSIBLE (GROUP 2 PER SQ CMR) 3 - ADAPTABLE (GROUP 1 PER SQ CMR)	



SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

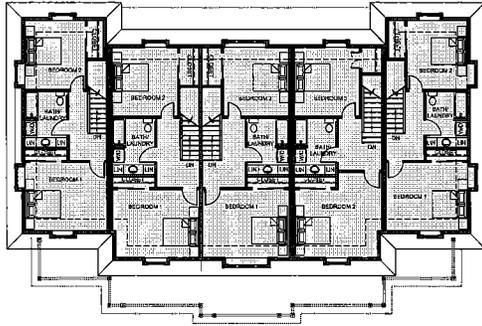
BUILDING ONE - 8 UNITS

MIDDLEBORO APARTMENTS  
MIDDLEBORO, MA

84 SOUTH MAIN STREET REALTY TRUST SCALE: AS NOTED  
ALBTON, MA FEBRUARY 25, 2015

SHEET 1 OF 1  
DRAWN BY: JR  
PROJECT NO.: 312188

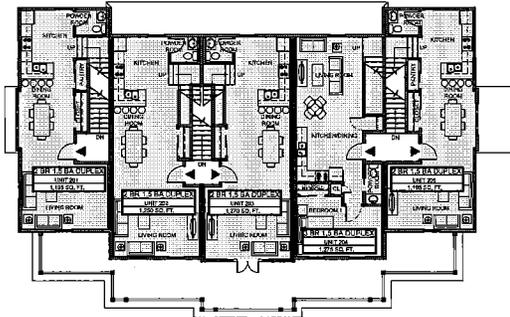
**ba** BKA Architects, Inc.  
445 STATE STREET, SUITE 200  
MIDDLEBORO, MA 01545  
PHONE: 508.457.2222  
FAX: 508.457.2223



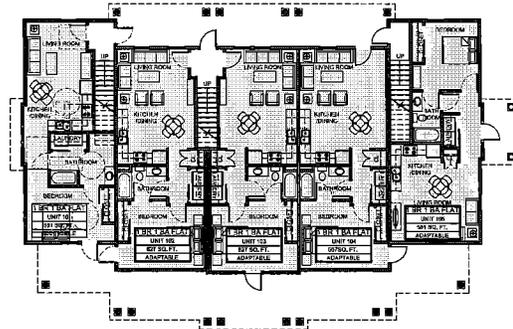
THIRD FLOOR PLAN  
SCALE: 1/8" = 1'-0"

UNIT COUNT	
SECOND FLOOR (THIRD FLOOR)	TOTAL
(4) - 2 BEDROOM, 1.5 BATH	5 UNITS
(1) - 2 BEDROOM, 1.5 BATH	
FIRST FLOOR	TOTAL
(1) - 1 BEDROOM, 1 BATH (ACCESSIBLE)	5 UNITS
(4) - 1 BEDROOM, 1 BATH (ADAPTABLE)	
10 - TOTAL UNITS	

1 - ACCESSIBLE (GROUP 2 PER 521 CMR)  
4 - ADAPTABLE (GROUP 1 PER 521 CMR)



SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

BUILDING TWO - 10 UNITS

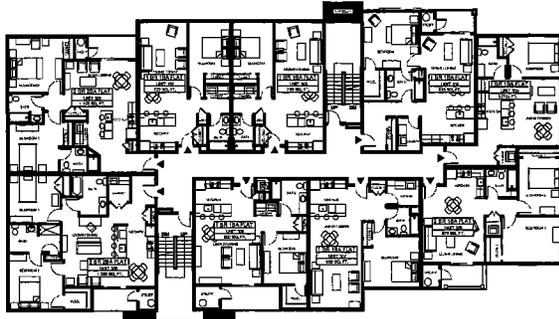
MIDDLEBORO APARTMENTS  
MIDDLEBORO, MA

84 SOUTH MAIN STREET REALTY TRUST  
ALTON, MA

SCALE: AS NOTED  
FEBRUARY 25, 2015

SHEET 2 OF 3  
DRAWN BY: JI  
PROJECT NO.: 322/18

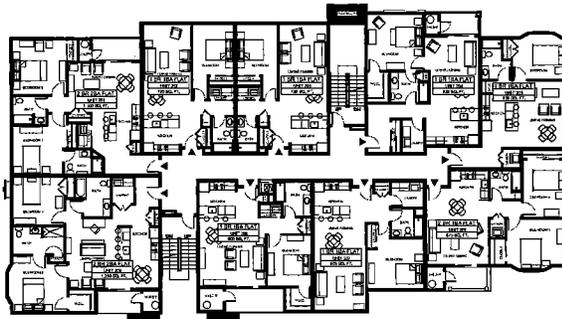
**b a** BKA Architects, Inc.  
ARCHITECTS  
145 GARDNER STREET, SUITE 200  
MIDDLEBORO, MASSACHUSETTS 01545  
PHONE: 508.452.1234



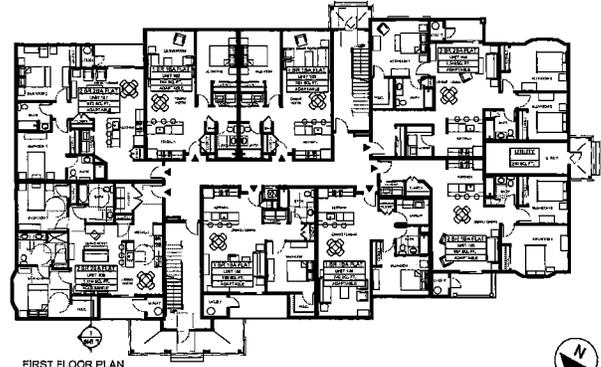
THIRD FLOOR PLAN  
SCALE 3/32" = 1'-0"

UNIT COUNT	
<b>SINGLE-BED</b>	<b>TOTAL</b>
(U)-2 BEDROOM, 2 BATH	2 UNITS
(U)-2 BEDROOM, 1 BATH	2 UNITS
(U)-1 BEDROOM, 1 BATH	2 UNITS
<b>TWO-BED</b>	<b>TOTAL</b>
(U)-1 BEDROOM, 1 BATH	8 UNITS
(U)-1 BEDROOM, 1 BATH	8 UNITS
<b>THREE-BED</b>	<b>TOTAL</b>
(U)-1 BEDROOM, 2 BATH (ADAPTABLE)	4 UNITS
(U)-1 BEDROOM, 2 BATH (ADAPTABLE)	4 UNITS
(U)-1 BEDROOM, 1 BATH (ADAPTABLE)	4 UNITS
(U)-1 BEDROOM, 1 BATH (ADAPTABLE)	4 UNITS
<b>26 - TOTAL UNITS</b>	

1 - ACCESSIBLE GROUP 1 PER 201 CMR  
2 - ACCESSIBLE GROUP 2 PER 201 CMR



SECOND FLOOR PLAN  
SCALE 3/32" = 1'-0"



FIRST FLOOR PLAN  
SCALE 3/32" = 1'-0"

BUILDING THREE - 26 UNITS

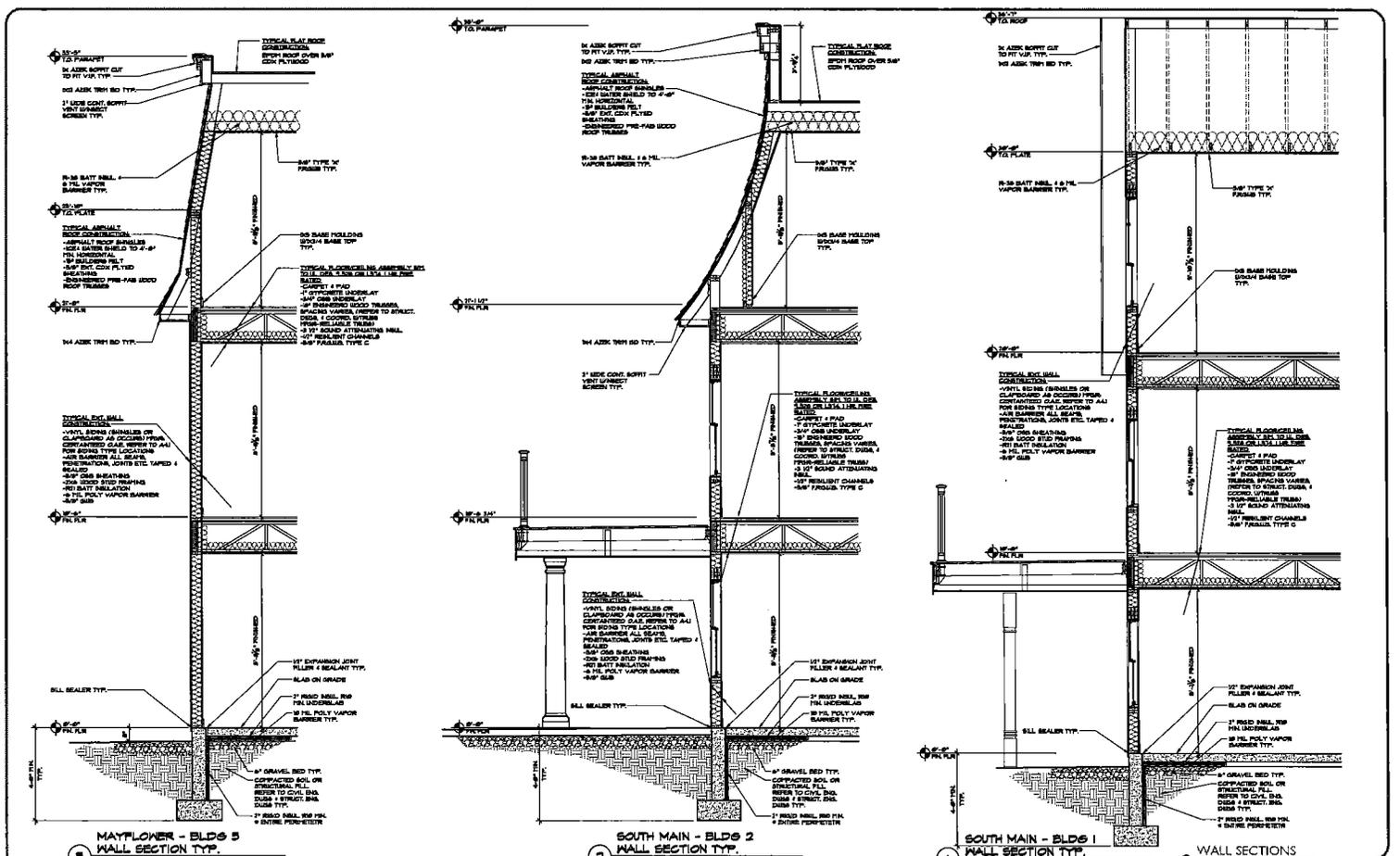
MIDDLEBOROUGH APARTMENTS  
SOUTH MAIN STREET, MIDDLEBOROUGH, MA

84 SOUTH MAIN STREET REALTY TRUST  
ALSTON, MA

SCALE AS NOTED  
FEBRUARY 25, 2015

SHEET 3 OF 3  
DRAWN BY: JL  
PROJECT NO.: 211188

**b a** BKA Architects, Inc.  
21114151710 • 941.431.1111  
117 CHURCH STREET, SUITE 100  
MIDDLEBOROUGH, MA 01501



3 MAYFLOWER - BLDG 5 WALL SECTION TYP. SCALE: 1/2" = 1'-0"

2 SOUTH MAIN - BLDG 2 WALL SECTION TYP. SCALE: 1/2" = 1'-0"

1 SOUTH MAIN - BLDG 1 WALL SECTION TYP. SCALE: 1/2" = 1'-0"

WALL SECTIONS

MIDDLEBOROUGH APARTMENTS  
SOUTH MAIN STREET, MIDDLEBOROUGH, MA

84 SOUTH MAIN STREET REALTY TRUST  
ALSTON, MA

SCALE: AS NOTED  
SEPTEMBER 19, 2014

SHEET 7 OF 7  
DRAWN BY: SLC  
PROJECT NO.: 211188

**ba** BKA Architects, Inc.  
2000 Main Street, Suite 200  
Middleborough, MA 01842  
PH: 508.833.1100

**TAB 12**

Department of Housing & Community Development  
Local Initiative Program  
Application for Comprehensive Permit Projects

---

**MAYFLOWER MANOR**  
**84 South Main Street, Middleborough, MA**

Affirmative Fair Housing Marketing Plan  
To Be Provided

# Site Development Plans

COVER - GENERAL NOTES - LEGEND SHEET

Issued for : Preliminary Comprehensive Permit

Date Issued - 5-28-2015

Job Number - 2014-040

## Index

No.	Drawing Title	Date
C-1	Cover, Legend & Notes Sheet	5-28-2015
C-2	Existing Conditions Plan	5-28-2015
C-3	Layout Plan	5-28-2015
C-4	Grading & Drainage Plan	5-28-2015

## LEGEND

EXIST	PROP	EXIST	PROP

## GENERAL NOTES

- THE CONTRACTOR OR OWNER SHALL RETAIN THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR TO RESET ALL MONUMENTATION DISTURBED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL PROVIDE A SURVEY BY A PLS TO ENSURE THAT THE MONUMENTATION IS RESET TO ITS ORIGINAL LOCATION. MONUMENTS INCLUDE: BUT ARE NOT LIMITED TO, TOWN BOUNDS, MASSHIGHWAY BOUNDS, PROPERTY LINE MONUMENTS, IRON RODS, STAKES, CONCRETE BOUNDS, GRANITE BOUNDS AND STONE WALLS WITH DRILL HOLES.
- ALL PROPOSED WALKWAYS WILL BE HANDICAPPED ACCESSIBLE. ALL PROPOSED SLOPES ON WALKWAYS TO BE LESS THAN 5%.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY EXISTING INFORMATION OR OTHER PROPOSED IMPROVEMENTS. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO J.K. HOLMGREN ENGINEERING. CONTRACTOR WILL REFER TO J.K. HOLMGREN ENGINEERING FOR ALL TECHNICAL COMMENTS FOR RESOLUTION OF THE CONFLICT.
- AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
- THE TERM "PROPOSED" (PROP.) MEANS WORK TO BE CONSTRUCTED USING NEW MATERIALS OR, WHERE APPLICABLE, RE-USING EXISTING MATERIALS IDENTIFIED AS "REMOVE AND RESET", (R&R).
- JOINTS BETWEEN NEW BITUMINOUS CONCRETE ROADWAY PAVEMENT AND SANCT EXISTING PAVEMENT SHALL BE SEALED WITH BITUMEN AND BACKSANDS.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE THE START OF ANY WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE THE UTILITIES EXACTLY. THE CONTRACTOR SHALL PRESERVE ALL UNDERGROUND UTILITIES. THE CONTRACTOR MUST CALL "DIG SAFE" AND THE TOWN OF WEST BROOKFIELD UTILITY DIVISION (AT 1-888-DIG-SAFE) AT LEAST 72 HOURS TO MARK APPROPRIATE UTILITIES BEFORE THE START OF CONSTRUCTION.
- ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND. LAWN AREAS SHALL HAVE A MODIFIED LOAM BORROW PLACED AND SEEDS. THE MODIFIED LOAM BORROW SHALL HAVE A MINIMUM DEPTH OF 4" AND SHALL BE PLACED FLUSH WITH THE TOP OF ADJACENT CURB, EDGING, BERM, OR OTHER SURFACE.
- THE CONTRACTOR SHALL WATER, MOW, AND FERTILIZE LAWN AREAS UNTIL SATISFACTORY GRASS STANDS, AND/OR THE OWNER OR ITS REPRESENTATIVE IS SATISFIED.
- THE CONTRACTOR SHALL PROTECT ALL UNDERGROUND DRAINAGE, SEWER, AND UTILITY FACILITIES FROM EXCESSIVE VEHICULAR LOADS DURING CONSTRUCTION. ANY FACILITIES DAMAGED BY CONSTRUCTION LOADS SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- UPON AWARD OF CONTRACT, CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY PERMITS, PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH SAME, AND COORDINATE WITH THE ENGINEER AS REQUIRED.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION MEANS AND METHODS.
- THE CONTRACTOR SHALL REMOVE ALL STUMPS, RUBBISH, AND DEBRIS FROM THE PROJECT SITE. STORAGE OF THESE ITEMS WILL NOT BE PERMITTED ON THE PROJECT SITE. THE CONTRACTOR SHALL LEAVE THE SITE IN A SAFE, CLEAN, AND LEVEL CONDITION AT THE COMPLETION OF THE SITE CLEARANCE WORK.
- ALL ELECTRICAL, TELEPHONE, AND LOCAL FIRE DEPARTMENT CONDUITS ARE TO BE INSTALLED BY THE ELECTRICAL CONTRACTOR. TRENCHING, BACKFILLING AND CONCRETE AND STREET REPAIR SHALL BE PERFORMED BY THE GENERAL CONTRACTOR.
- PROPOSED FINAL ELEVATIONS ARE TO BE SET FLUSH AND CONSISTENT WITH GRADING PLANS. ADJUST ALL OTHER RIM ELEVATIONS OF MANHOLES, GAS GATES, WATER GATES AND OTHER UTILITIES TO FINISHED GRADE WITHIN THE LIMITS OF THE SITE WORK. IF ANY CONFLICTS ARE DISCOVERED NOTIFY OWNERS REPRESENTATIVE.
- THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS WITH THE APPROPRIATE UTILITY COMPANIES FOR POLE RELOCATION, AND FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE, FIRE ALARM, AND ANY OTHER PRIVATE UTILITIES, AS REQUIRED.

# Mayflower Manor

## 84 South Main Street, Middleborough

### Plymouth County, Massachusetts

Prepared For :

# The Beantown Companies

Applicant / Owner :

The Beantown Companies  
183 Harvard Avenue  
Allston, MA 02134  
Phone - (617) 782-7800

Designer Engineer/Surveyor:

J.K. HOLMGREN ENGINEERING INC.  
Registered Professional  
Engineers and Land Surveyors  
1313 Belmont Street, Brockton, MA, 02301  
Phone - (508) 583-2595 Fax - (508) 588-7518  
Email: admin@jkholmgren.com



Locus Map Scale :NTS

ENGINEER:  
JOHN K. HOLMGREN  
MASSACHUSETTS REGISTERED  
PROFESSIONAL ENGINEER REG#30848

DATE: 5-28-15

○ = Construction Revision
Blank = Submittal Action
△ = Plan Revision

REV.	BY:	DATE:	REMARKS:

<b>C-1</b>
DRAWING NUMBER

H:\2014\2014-040\CIVIL\DESIGN\2014-040COV3.dwg

Job # 2014-040



ZONING TABLE		
ZONE: RESIDENCE B		
PROPOSED USE: RESIDENTIAL APARTMENTS		
MIN. LOT AREA	REQUIRED 20,000 SF	PROVIDED 66,740 SF
FRONTAGE	REQUIRED 125'	PROVIDED 317.84'
FRONT SETBACK	REQUIRED 25'	PROVIDED 18.7' (DECK/ENTRY) 25.9' (BUILDING)
SIDE SETBACK	REQUIRED 10'	PROVIDED 25.2'
REAR SETBACK	REQUIRED 10'	PROVIDED 40'
MAX. BLDG. HEIGHT (STORIES)	REQUIRED NONE	PROVIDED 4'
MAX. % BLDG. LOT COVERAGE	REQUIRED NONE	PROVIDED 23.6%
MIN. OPEN SPACE (GREEN SPACE)	REQUIRED NONE	PROVIDED 31.1%

ASSESSORS MAP 58F, PLOT 2067  
 OWNER: MARC RESNICK  
 183 HARVARD AVENUE  
 ALLSTON, MA.  
 DEED REFERENCE: Bk. 32199, Pg. 187  
 ZONING: RESIDENCE B  
 WATER RESOURCE PROTECTION DISTRICT ZONE 3  
 PLAN REFERENCE: "PLAN OF LAND IN MIDDLEBORO, MA., PREPARED FOR THE NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY" DATED 7-31-1970, PREP. BY SCHOFIELD BROTHERS, INC & RECORDED AT THE PLYMOUTH COUNTY REGISTRY OF DEEDS IN PLAN BOOK 3619, PAGE 782.

Preliminary Comprehensive Permit Plans for  
**Mayflower Manor Realty Trust**  
 Assessors Map: 58F Plot: 2067  
 84 South Main Street, Middleborough, Massachusetts

PREPARED FOR  
**84 South Main St  
 Realty Trust**  
 TITLE  
 Layout Plan

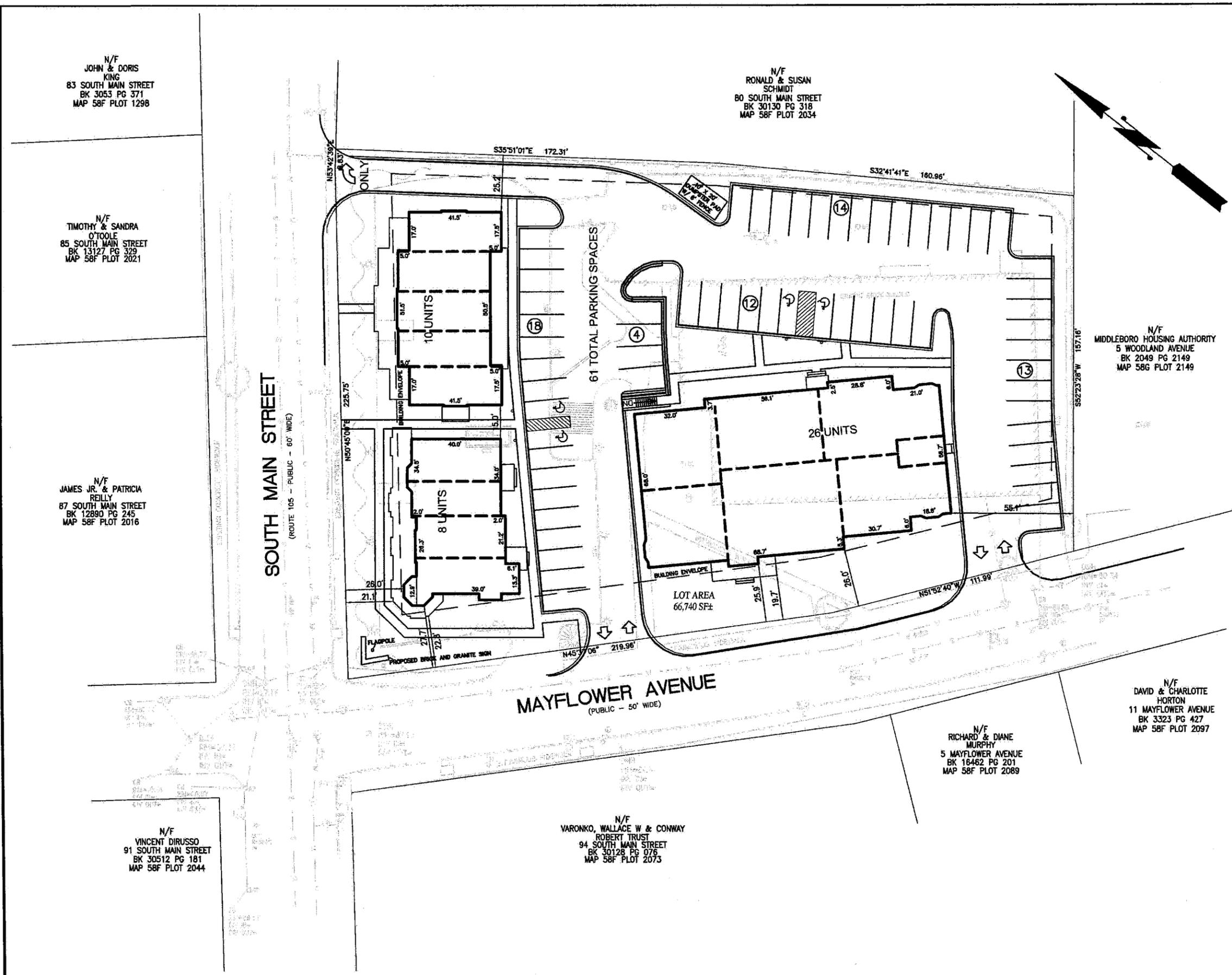
**J.K. HOLMGREN ENGINEERING, INC.**  
 Registered Professional Engineers and Land Surveyors  
 1313 Belmont Street, Brockton, MA. 02301  
 Phone - (508) 583-2595 Fax - (508)-588-7518  
 Email : admin@jkholmgren.com



SCALE: 1" = 20' DATE: 5-28-2015

NO.	BY	DATE	REMARKS

H:\2014-040\CIVIL\DESIGN\2014-04PRE3.dwg  
 2014-040



N/F  
 JOHN & DORIS  
 KING  
 83 SOUTH MAIN STREET  
 BK 3053 PG 371  
 MAP 58F PLOT 1298

N/F  
 TIMOTHY & SANDRA  
 O'TOOLE  
 85 SOUTH MAIN STREET  
 BK 13127 PG 329  
 MAP 58F PLOT 2021

N/F  
 JAMES JR. & PATRICIA  
 RELLY  
 87 SOUTH MAIN STREET  
 BK 12890 PG 245  
 MAP 58F PLOT 2016

N/F  
 VINCENT DIRUSSO  
 91 SOUTH MAIN STREET  
 BK 30512 PG 181  
 MAP 58F PLOT 2044

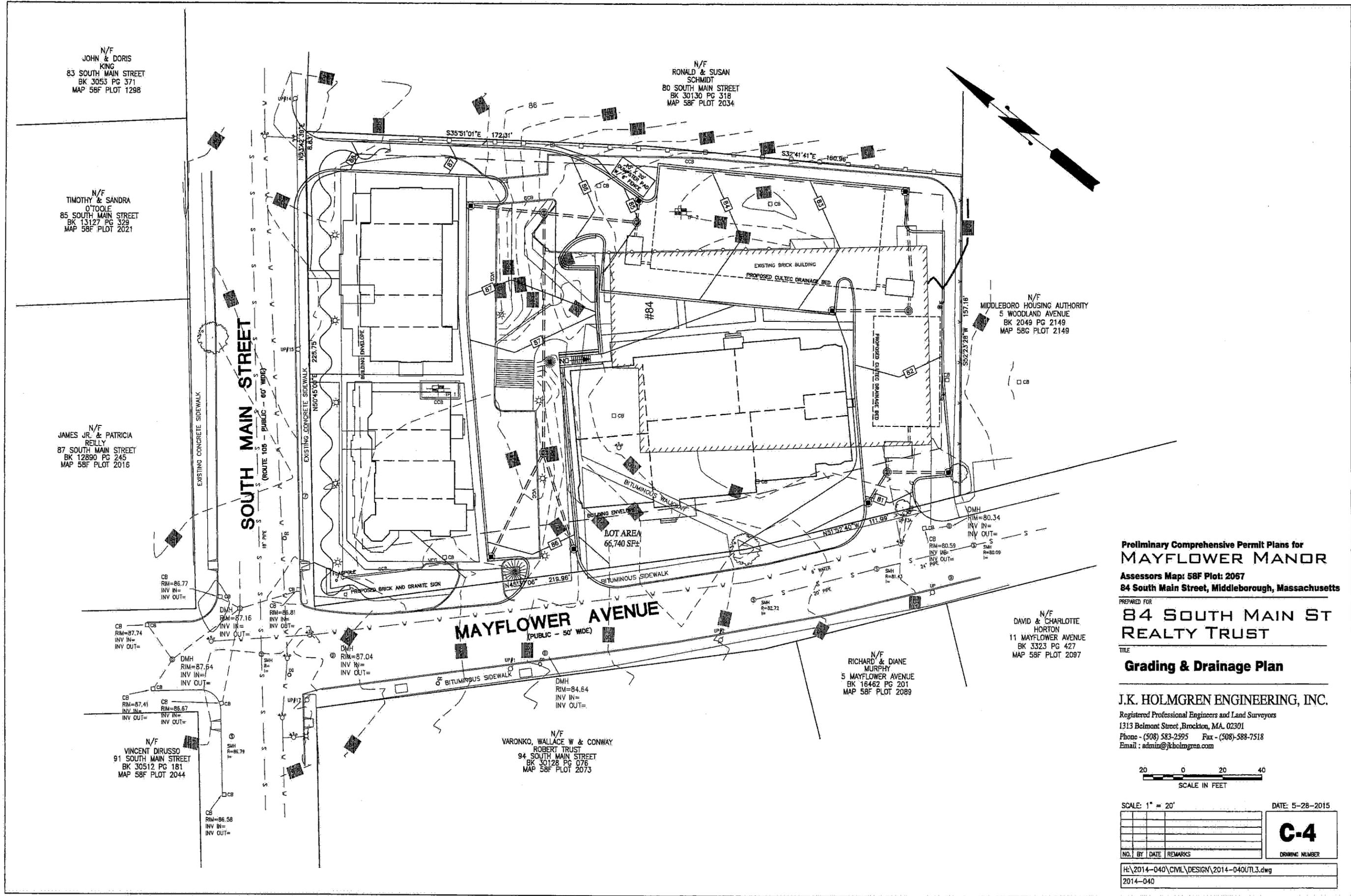
N/F  
 VARONKO, WALLACE W & CONWAY  
 ROBERT TRUST  
 94 SOUTH MAIN STREET  
 BK 30128 PG 076  
 MAP 58F PLOT 2073

N/F  
 RONALD & SUSAN  
 SCHMIDT  
 80 SOUTH MAIN STREET  
 BK 30130 PG 318  
 MAP 58F PLOT 2034

N/F  
 MIDDLEBORO HOUSING AUTHORITY  
 5 WOODLAND AVENUE  
 BK 2049 PG 2149  
 MAP 58G PLOT 2149

N/F  
 RICHARD & DIANE  
 MURPHY  
 5 MAYFLOWER AVENUE  
 BK 16462 PG 201  
 MAP 58F PLOT 2089

N/F  
 DAVID & CHARLOTTE  
 HORTON  
 11 MAYFLOWER AVENUE  
 BK 3323 PG 427  
 MAP 58F PLOT 2097



N/F  
JOHN & DORIS  
KING  
83 SOUTH MAIN STREET  
BK 3053 PG 371  
MAP 58F PLOT 1298

N/F  
TIMOTHY & SANDRA  
O'TOOLE  
85 SOUTH MAIN STREET  
BK 13127 PG 329  
MAP 58F PLOT 2021

N/F  
JAMES JR. & PATRICIA  
REILLY  
87 SOUTH MAIN STREET  
BK 12890 PG 245  
MAP 58F PLOT 2016

N/F  
RONALD & SUSAN  
SCHMIDT  
80 SOUTH MAIN STREET  
BK 30130 PG 319  
MAP 58F PLOT 2034

N/F  
MIDDLEBORO HOUSING AUTHORITY  
5 WOODLAND AVENUE  
BK 2049 PG 2149  
MAP 58G PLOT 2149

N/F  
DAVID & CHARLOTTE  
HORTON  
11 MAYFLOWER AVENUE  
BK 3323 PG 427  
MAP 58F PLOT 2097

N/F  
RICHARD & DIANE  
MURPHY  
5 MAYFLOWER AVENUE  
BK 16462 PG 201  
MAP 58F PLOT 2089

N/F  
VARONKO, WALLACE W & CONWAY  
ROBERT TRUST  
94 SOUTH MAIN STREET  
BK 30128 PG 076  
MAP 58F PLOT 2073

N/F  
VINCENT DIRUSSO  
91 SOUTH MAIN STREET  
BK 30512 PG 181  
MAP 58F PLOT 2044

**Preliminary Comprehensive Permit Plans for  
MAYFLOWER MANOR**

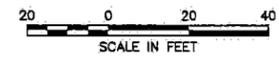
**Assessors Map: 58F Plot: 2067  
84 South Main Street, Middleborough, Massachusetts**

PREPARED FOR  
**84 SOUTH MAIN ST  
REALTY TRUST**

**Grading & Drainage Plan**

**J.K. HOLMGREN ENGINEERING, INC.**

Registered Professional Engineers and Land Surveyors  
1313 Belmont Street, Brockton, MA, 02301  
Phone - (508) 583-2595 Fax - (508)-588-7518  
Email : admin@jkholmgren.com



SCALE: 1" = 20' DATE: 5-28-2015

NO.	BY	DATE	REMARKS

**C-4**  
DRAWING NUMBER

H:\2014-040\CIVIL\DESIGN\2014-040\U13.dwg  
2014-040

ZONING TABLE		
ZONE: RESIDENCE B		
PROPOSED USE: RESIDENTIAL APARTMENTS		
	REQUIRED	PROVIDED
MIN. LOT AREA	20,000 SF	66,740 SF
FRONTAGE	125'	317.84'
FRONT SETBACK	25'	19.7' (DECK/ENTRY)
SIDE SETBACK	10'	25.2'
REAR SETBACK	10'	40'
MAX. BLDG. HEIGHT (STORIES)	NONE	23.5%
MAX. % BLDG. LOT COVERAGE	NONE	28.6%
MIN. OPEN SPACE (GREEN SPACE)	NONE	

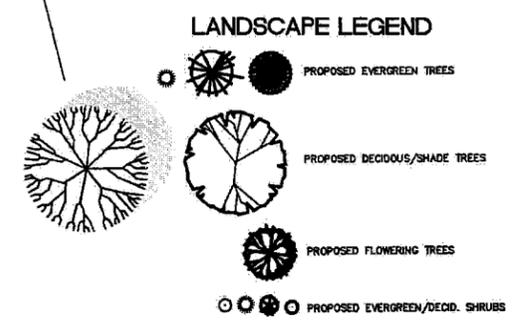
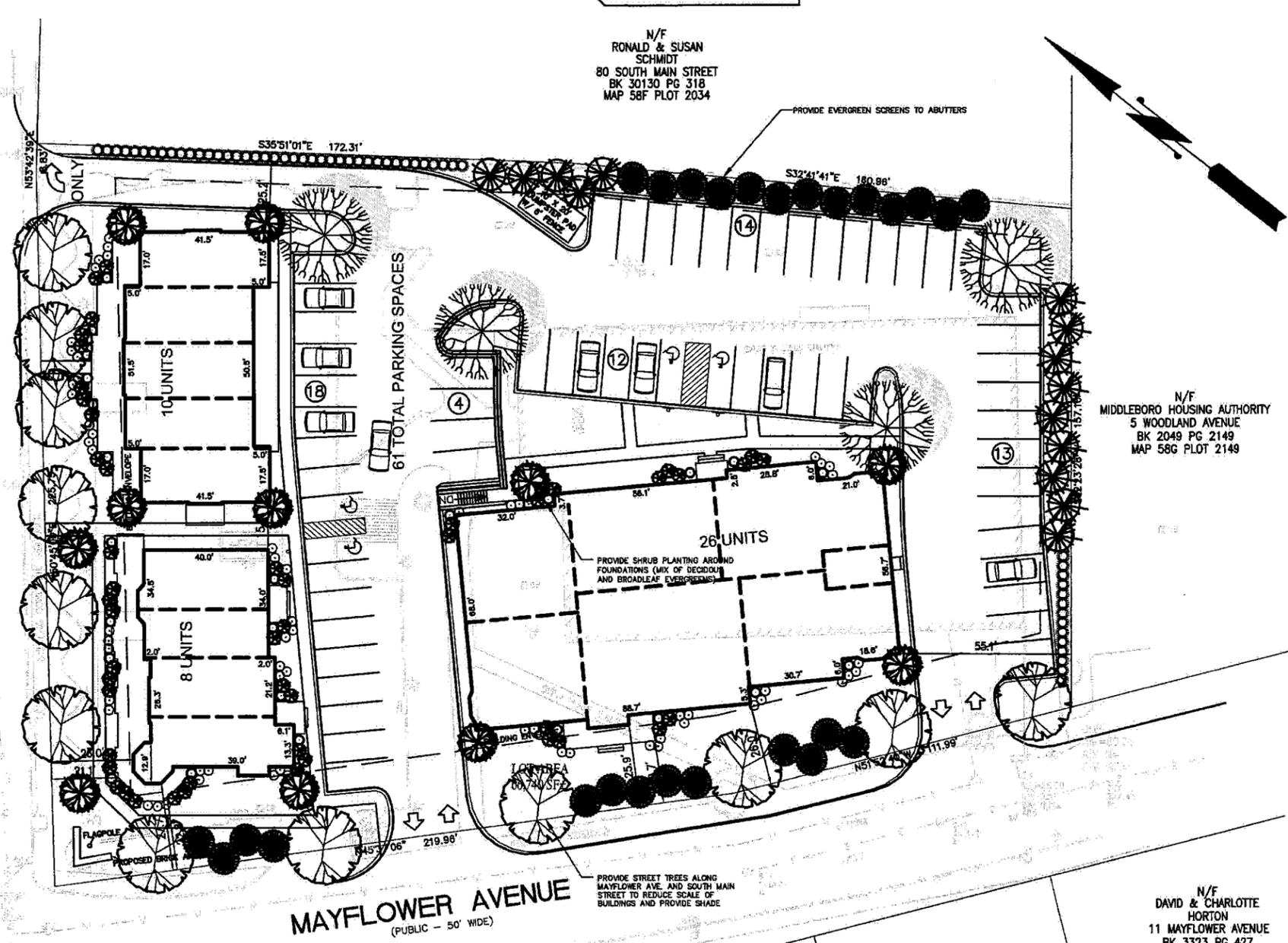
ASSESSORS MAP 58F, PLOT 2067  
 OWNER: MARC RESNICK  
 183 HARVARD AVENUE  
 ALLSTON, MA.  
 DEED REFERENCE: Bk. 32199, Pg. 187  
 ZONING: RESIDENCE B  
 WATER RESOURCE PROTECTION DISTRICT ZONE 3  
 PLAN REFERENCE: "PLAN OF LAND IN MIDDLEBORO, MA., PREPARED FOR THE NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY" DATED 7-31-1970, PREP. BY SCHOFIELD BROTHERS, INC. & RECORDED AT THE PLYMOUTH COUNTY REGISTRY OF DEEDS IN PLAN BOOK 3619, PAGE 782.

Preliminary Comprehensive Permit Plans for  
**Mayflower Manor**  
 Assessors Map: 58F Plot: 2067  
 84 South Main Street, Middleborough, Massachusetts  
 PREPARED FOR  
**84 South Main St Realty Trust**  
 TITLE  
**Preliminary Landscape Development Plan**  
 J.K. HOLMGREN ENGINEERING, INC.  
 Registered Professional Engineers and Land Surveyors  
 1313 Belmont Street, Brockton, MA. 02301  
 Phone - (508) 583-2595 Fax - (508)-588-7518  
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SCALE: 1" = 20' DATE: 5-28-2015

NO.		BY	DATE	REMARKS	DRAWING NUMBER <b>C-3</b>
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2014-040					



N/F  
 JOHN & DORIS KING  
 83 SOUTH MAIN STREET  
 BK 3053 PG 371  
 MAP 58F PLOT 1298

N/F  
 TIMOTHY & SANDRA O'TOOLE  
 85 SOUTH MAIN STREET  
 BK 13127 PG 329  
 MAP 58F PLOT 2021

N/F  
 JAMES JR. & PATRICIA REILLY  
 87 SOUTH MAIN STREET  
 BK 12890 PG 245  
 MAP 58F PLOT 2016

N/F  
 VINCENT DIRUSSO  
 91 SOUTH MAIN STREET  
 BK 30512 PG 181  
 MAP 58F PLOT 2044

N/F  
 VARONKO, WALLACE W & CONWAY ROBERT TRUST  
 94 SOUTH MAIN STREET  
 BK 30128 PG 076  
 MAP 58F PLOT 2073

N/F  
 RONALD & SUSAN SCHMIDT  
 80 SOUTH MAIN STREET  
 BK 30130 PG 318  
 MAP 58F PLOT 2034

N/F  
 MIDDLEBORO HOUSING AUTHORITY  
 5 WOODLAND AVENUE  
 BK 2049 PG 2149  
 MAP 58G PLOT 2149

N/F  
 RICHARD & DIANE MURPHY  
 5 MAYFLOWER AVENUE  
 BK 16462 PG 201  
 MAP 58F PLOT 2089

N/F  
 DAVID & CHARLOTTE HORTON  
 11 MAYFLOWER AVENUE  
 BK 3323 PG 427  
 MAP 58F PLOT 2097