

# 350 BRADFORD STREET

**350 BRADFORD STREET  
PROVINCETOWN, MASSACHUSETTS**

**MASSHOUSING  
COMPREHENSIVE PERMIT SITE APPROVAL  
APPLICATION/HOMEOWNERSHIP**

*Submitted by,*

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MassHousing  
Comprehensive Permit Site Approval  
Application/Homeownership

**350 BRADFORD STREET**  
**350 Bradford Street, Provincetown, MA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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### **Our Commitment to You**

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

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

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

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

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

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



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

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

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

Name of Proposed Project: 350 Bradford Street

Municipality: Provincetown

Address of Site: 350 Bradford Street

Cross Street (if applicable): (intersects with Commercial Street)

Zip Code: 02657

Tax Parcel I.D. Number(s) (Map/Block/Lot): 17-1-28-0-R

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

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

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

Has this entity already been formed? Yes  No

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

Applicant's Web Address, if any: \_\_\_\_\_

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

**Primary Contact Information** (required)

Name of Individual: Peter L. Freeman

Relationship to Applicant: Attorney

Name of Company (if any): Freeman Law Group LLC

Street Address: 86 Willow Street

City/Town/Zip: Yarmouth Port, MA 02675

Telephone (office and cell) and Email: 508-362-4700 / pfreeman@freemanlawgroup.com

**Secondary Contact Information** (required)

Name of Individual: Christopher D. Wise

Relationship to Applicant: Manager, BPJC LLC

Name of Company (if any): Wiseliving

Street Address: 935 Main Street

City/Town/Zip: Chatham, MA 02633

Telephone (office and cell) and Email: 508-945-5291 office, 508-237-1020 cell, cwise@wiseliving.com

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

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

Relationship to Applicant: \_\_\_\_\_

Name of Company *(if any)*: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/Town/Zip: \_\_\_\_\_

Telephone *(office and cell)* and Email: \_\_\_\_\_

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

If NEF Bank, Name of Bank:  Cooperative Bank of Cape Cod

Total Number of Units  24  # Affordable Units  6  #Market Rate Units  18

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

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

The project is a redevelopment of the project site which includes the demolishing of an existing vacant restaurant and the construction of a 24-unit condominium building; of which six units will be restricted as affordable. The existing vacant restaurant is currently located on a private Title V septic system but the proposal is to connect the condominium to the municipal sewer system.

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\_\_\_\_\_  
\_\_\_\_\_

**Required Attachments Relating to Section 1**

**1.1 Location Map**

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

**1.2 Tax Map**

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

**1.3 Directions**

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

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

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

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

Name of Proposed Project: 350 Bradford Street

**Buildable Area Calculations**

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

|  |  |
|--|--|
| Total Site Area                                  | 39,189+/- s.f.                                       |
| Wetland Area                                     | 440 +/- s.f. (technical coastal bank to be modified) |
| Flood/Hazard Area                                | 22,120+/- s.f. (counted as buildable area)           |
| Endangered Species Habitat (animal and/or plant) | 0  |
| Conservation/Article 97 Land                     | 0  |
| Protected Agricultural Land                      | 0  |
| Other Non-Buildable (Describe)                   | 0  |
| <b>Total Non-Buildable Area</b>                  | <b>0</b>   |
| <b>Total Buildable Site Area</b>                 | <b>39,189+/- s.f.</b>                                |

Current use of the site and prior use if known: A vacant restaurant currently exists on the property.

The prior use was a restaurant use.

Is the site located entirely within one municipality? Yes  No

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

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

Current zoning classification and principal permitted uses: Residential 3 (Res3): "to provide for high-density residential development in the downtown and other appropriate areas", as stated in zoning bylaw.

Single and Multi-family are principal permitted uses.

**Previous Development Efforts**

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

None

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

| Existing Utilities and Infrastructure    | Yes/No | Description   |
|--|--------|---|
| Wastewater- private wastewater treatment | Yes    | On site sewage disposal system - current              |
| Wastewater - public sewer                | Yes    | Municipal sewer stubbed at site - proposed connection |
| Storm Sewer                              | Yes    | Limited drainage system on site                       |
| Water-public water                       | Yes    |   |
| Water-private well                       | No     |   |
| Natural Gas                              | No     |   |
| Electricity                              | Yes    |   |
| Roadway Access to Site                   | Yes    |   |
| Sidewalk Access to Site                  | No     |   |
| Other                                    |        |   |

Describe surrounding land use(s): Residential uses to the east, west, and north of site. Vehicle service garage to the south of the subject site.

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| Surrounding Land Use/Amenities | Distance from Site | Available by Public Transportation? |
|--------------------------------|--------------------|-------------------------------------|
| Shopping Facilities            | 0.64 miles         | No                                  |
| Schools                        | 1.5 miles          | No                                  |
| Government Offices             | 1.5 miles          | No                                  |
| Multi-Family Housing           | .04 miles          | No                                  |
| Public Safety Facilities       | 1.8 miles          | No                                  |
| Office/Industrial Uses         | 1.5 miles          | No                                  |
| Conservation Land              | .37 miles          | No                                  |
| Recreational Facilities        | 2.0 miles          | No                                  |
| Houses of Worship              | 0.6 miles          | No                                  |
| Other                          |                    |                                     |

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

The site is located near a walkable village. The Cape Cod Regional Transit Authority (CCRTA) operates a shuttle bus that runs daily in the summer, weekends in the shoulder season. The CCRTA bus stop is less than .1 mile of site. Also, there is a Plymouth & Brockton bus line that runs from the Provincetown Chamber of Commerce (appx. 1.5 miles from site) to Hyannis then to Boston.

### Site Characteristics and Development Constraints

Please answer "Yes", "No" or "Unknown" to the following questions. If the answer is "Yes" please identify on Existing Conditions Plan as required for Attachment 2.1 and provide additional information and documentation as an attachment as instructed for Attachment 2., "Documentation Regarding Site Characteristics/Constraints."

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

Are there documented hazardous waste sites on or within a 1/2 mile radius of the site? No

Is there any evidence of underground storage tanks or releases of hazardous material, including hazardous waste, on the site or within close proximity to the site? Phase I Assessment has been completed. No REC's were revealed.

Are there any above-ground storage containers with flammable or explosive petroleum products or chemicals on or within 1/2 mile of the site? Propane tanks are common in the area ( No natural gas in town)

Is the site, or any portion thereof, located within a designated flood hazard area? Yes

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

Are there documented state-designated wetlands on the site? Yes (Technical Coastal Bank DEP policy 92-1) / See Coastal Engineering Memo attached to Project Narrative

Are there documented vernal pools on the site? No

Is the site within a local, state or federal Historic District? No

Is the site or any building(s) on the site listed, nominated or eligible for listing on the National Register of Historic Places? No

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

Are there existing buildings and structures on site? Yes - vacant restaurant

Does the site include documented archeological resources? No

Does the site include significant areas of ledge? No

Does the site include areas with slopes greater than 10%? Yes

If applying for MassHousing Financing, is any portion of the site considered "Prime" or "Unique" agricultural land under Executive Order 193? N/A

## Required Attachments Relating to Section 2

### 2.1 Existing Conditions Plan

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

- a. Reduced scale locus map
- b. Surveyed property boundaries
- c. Topography (2' contours)
- d. Wetland boundaries (if applicable)
- e. Existing utilities (subsurface and above ground).
- f. Natural features including bodies of water, rock outcroppings
- g. Existing easements and/or rights of way on the property
- h. Existing buildings and structures, including walls, fences, wells
- i. Existing vegetated areas; specimen trees or those with caliper greater than 18" should be shown individually
- j. Existing Site entries and egresses

Please provide two (2) sets of full size (30" x 40" plans) along with three (3) sets of 11" x 17" reproductions.

### 2.2 Aerial Photographs

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

### 2.3 Site/Context Photographs

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

### 2.4 Documentation Regarding Site Characteristics/Constraints

Please provide documentation of site Characteristics and Constraints as directed including narratives, summaries and relevant documentation including:

- Flood Insurance Rate Map (FIRM) showing site boundaries
- Wetlands delineation
- Historic District Nomination(s)

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

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

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

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

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

Name of Proposed Project: 350 Bradford Street

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

Total Number of Dwelling Units: 24

Total Number of Affordable Units: 6

**Unit Mix: Affordable Units**

| Unit Type           | 0 Bedroom | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|---------------------|-----------|-----------|-----------|-----------|-----------|
| Number of Units     |           | 3         | 2         | 1         |           |
| Number of Bathrooms |           | 1 to 1.5  | 1 - 2     | 2         |           |
| Square Feet/Unit    |           | 721 ave   | 960 ave   | 1293      |           |

**Unit Mix: Market Rate**

| Unit Type           | 0 Bedroom | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|---------------------|-----------|-----------|-----------|-----------|-----------|
| Number of Units     |           | 6         | 9         | 3         |           |
| Number of Bathrooms |           | 1 to 1.5  | 2         | 2         |           |
| Square Feet/Unit    |           | 860 ave   | 1,135 ave | 1,315 ave |           |

Percentage of Units with 3 or More Bedrooms\*: 16.7

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

Number of Handicapped Accessible Units: 2 Market Rate: 1 Affordable: 1

Gross Density (units per acre): 26.7

Net Density (units per buildable acre): 26.7

**Residential Building Information**

| Building Type and Style<br><i>(single family detached, townhouse, multi-family)</i> | Construction or Rehabilitation | Number of Stories | Height | GFA      | Number Bldgs. of this type |
|---|--------------------------------|-------------------|--------|----------|----------------------------|
| Multi-family  | Construction                   | 3                 | 31-8*  | 50,376** | 1                          |
|   |                                |                   |        |          |                            |
|   |                                |                   |        |          |                            |

\*Building height based on average grade around building to top of parapet  
 \*\*GFA includes entire covered area of parking garage (17,094sf)

**Non-Residential Building Information**

| Building Type and Style | Construction or Rehabilitation | Number of Stories | Height | GFA | Number Bldgs. of this type |
|-------------------------|--------------------------------|-------------------|--------|-----|----------------------------|
| N/A                     |                                |                   |        |     |                            |
|                         |                                |                   |        |     |                            |
|                         |                                |                   |        |     |                            |

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

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**Parking**

Total Parking Spaces Provided: 35

Ratio of Parking Spaces to Housing Units: 1.5:1

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

Buildings: 52.5%

Parking and Paved Areas: 9.1%

Usable Open Space: 38.4%

Unusable Open Space: 0%

Lot Coverage: 61.6%

Does Project Fit Definition of "Large Project" (as defined in 760 CMR 56.03 (6))? Yes/No No

## Required Attachments Relating to Section 3

### 3.1 Preliminary Site Layout Plan(s)

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

- Proposed site grading (2' contours)
- Existing lot lines
- Easements (existing and proposed)
- Access to a public way must be identified
- Required setbacks
- Proposed site circulation (entrances/egresses, roadways, driveways, parking areas, walk ways, paths, trails)
- Building and structure footprints (label)
- Utilities (existing and proposed)
- Open space areas
- Schematic landscaping and screening
- Wetland and other restricted area boundaries and buffer zones

Please provide two (2) sets of full size (30" x 40") plans along with three (3) sets of 11" x 17" reproductions.

### 3.2 Graphic Representations of Project/Preliminary Architectural Plans

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

### 3.3 Narrative Description of Design Approach

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

### 3.4 Tabular Zoning Analysis

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

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

All developments seeking Chapter 40B site approval must demonstrate consistency with the Commonwealth's May 2007 Sustainable Development Principles.

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

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

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

Name of Proposed Project: 350 Bradford Street

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

Owned (or ground leased) by Development Entity or Applicant \_\_\_\_\_

Under Purchase and Sale Agreement X

Under Option Agreement \_\_\_\_\_

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

Grantor/Seller: Michael & Sharon Santos

Grantee/Buyer: BPJC LLC

Grantee/Buyer is (check one):

Applicant X    Development Entity \_\_\_\_\_    Managing General Partner of Development Entity \_\_\_\_\_

General Partner of Development Entity \_\_\_\_\_    Other (explain) \_\_\_\_\_

Are the Parties Related? No

**For Deeds or Ground Leases**

Date(s) of Deed(s) or Ground Lease(s): \_\_\_\_\_

Purchase Price: \_\_\_\_\_

**For Purchase and Sale Agreements or Option Agreements**

Date of Agreement: August 28, 2014

Expiration Date: September 2, 2014

If an extension has been granted, date of extension: September 2, 2014

If an extension has been granted, new expiration date: April 2, 2015

Purchase Price: \$799,000 plus additional payment of \$126,082.42

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

Yes \_\_\_\_\_ No X

If Yes, please describe current status of easement:

Owned (or ground leased) by Development Entity or Applicant \_\_\_\_\_

Under Purchase and Sale Agreement \_\_\_\_\_

Under Option Agreement \_\_\_\_\_

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

Grantor/Seller: \_\_\_\_\_

Grantee/Buyer: \_\_\_\_\_

Are the Parties Related? \_\_\_\_\_

**For Easements**

Date(s) of Easement(s): \_\_\_\_\_

Purchase Price: \_\_\_\_\_

**For Easement Purchase and Sale Agreements or Easement Option Agreements**

Date of Agreement: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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

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

Purchase Price: \_\_\_\_\_

**Required Attachments Relating to Section 4**

**4.1 Evidence of Site Control (required)**

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

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

**Section 5: FINANCIAL INFORMATION - Site Approval Application Homeownership 40B**

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

**Name of Proposed Project:** 350 BRADFORD STREET

**Initial Capital Budget** (please enter "0" when no such sales/revenue or costs is anticipated )

**Sales/Revenue**

|                               |                   |
|-------------------------------|-------------------|
| Market                        | 12,852,000        |
| Affordable                    | 950,000           |
| Identity of Interest (Market) |                   |
| Other Income                  |                   |
| <b>Total Sales Revenue</b>    | <b>13,802,000</b> |

**Pre-Permit Land Value, Reasonable Carrying Cost**

| Item  | Budgeted  |
|---|-----------|
| Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal ) plus reasonable carrying costs. | 1,315,000 |

**Costs**

| Item | Budgeted |
|------|----------|
|------|----------|

**Acquisition Cost**

Site Acquisition: pre-permit land value (to be determined by MassHousing Commissioned Appraisal ) plus reasonable carrying costs.

|                                   |                  |
|-----------------------------------|------------------|
| <b>Subtotal</b> Acquisition Costs | <b>1,315,000</b> |
|-----------------------------------|------------------|

**Construction Costs-Residential**

**Construction (Hard Costs)**

|  |                  |
|--|------------------|
| Building Structure Costs - habitable space<br>25,405 s.f. x \$194 per s.f.                       | 4,928,570        |
| Parking garage (14,354 s.f. x \$70 per s.f.) +<br>Common areas inc. terraces (24,315 s.f x \$40) | 1,977,380        |
| Hard Costs Contingency   | 345,298          |
| <b>Subtotal - Residential Construction (Hard Costs)</b>  | <b>7,251,248</b> |

**Costs**

| <b>Item</b>   | <b>Budgeted</b>  |
|---|------------------|
| <b>Construction Costs-Site Work (Hard Costs)</b>  |                  |
| Earth Work  | 275,000          |
| Utilities: On Site  | 75,000           |
| Utilities: Off-Site   | 55,000           |
| Roads and Walks   | 85,000           |
| Site Improvement  | 85,000           |
| Lawns and Planting (hardscape, planting & features)                                     | 60,000           |
| Geotechnical Condition  |                  |
| Environmental Remediation   | 40,000           |
| Demolition  | 35,000           |
| Unusual Site-Conditions/ Other Site Work  |                  |
| <b>Subtotal - Site Work (Hard Costs)</b>  | <b>710,000</b>   |
| <b>Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs)</b> |                  |
| General Conditions  | \$435,075        |
| Builder's Overhead  | \$145,025        |
| Builder's Profit  | \$435,075        |
| <b>Subtotal - General Conditions Builder's Overhead and Profit (Hard Costs)</b>         | <b>1,015,175</b> |
| <b>General Development Costs (Soft Costs)</b>   |                  |
| Appraisal and Marketing Study<br><i>(not 40B "as is" appraisal)</i>                     | 12,000           |
| Lottery <i>(n/a - within affordable commissions )</i>                                   | N/A              |
| Commissions / Advertising-Affordable  | 28,500           |
| Commissions / Advertising-Market  | 410,000          |
| Model Unit  | N/A              |
| Closing Costs <i>(unit sales)</i>   | 75,000           |
| Real Estate Taxes <i>(during construction)</i>  | 60,000           |
| Utility Usage <i>(during construction)</i>  | 25,000           |
| Insurance <i>(during construction)</i>  | 15,000           |
| Security <i>(during construction)</i>   | N/A              |
| Inspecting Engineer   | N/A              |
| Fees to Others  | N/A              |
| Construction Loan Interest  | 280,000          |
| Fees to Construction Lender   | 40,000           |
| Architectural (6.5%)  | 448,887          |
| Engineering (2%)  | 138,119          |
| Survey, Permits, Etc.   | 35,000           |
| Clerk of the Works  | 100,000          |
| Construction Manager  |                  |

| Item  | Budgeted         |
|---|------------------|
| <b>General Development Costs (Soft Costs) - Continued</b> |                  |
| Bond Premiums (Payment/Performance/Lien Bond)             | 51,795           |
| Legal   | 100,000          |
| Title (including title insurance ) and Recording          |                  |
| Accounting and Cost Certification (incl. 40B )            | 10,000           |
| Relocation  |                  |
| 40B Site Approval Processing Fee                          | 2,500            |
| 40B Technical Assistance/Mediation Fund Fee               | 3,220            |
| 40B Land Appraisal Costs (as-is value )                   | 3,500            |
| 40B Final Approval Processing Fee                         | 2,500            |
| 40B Subsidizing Agency Cost Certification                 | 5,000            |
| Examination Fee   | N/A              |
| 40B Monitoring Agent Fees                                 | 7,500            |
| 40B Surety Fees (for 25k LOC x 3% x 3 years)              | 2,250            |
| Other Financing Fees                                      | N/A              |
| Development Consultant                                    |                  |
| Other Consultants: (describe )                            |                  |
| Other Consultants: (describe )                            |                  |
| Soft Cost Contingency                                     | 46,394           |
| Other General Development:                                |                  |
| <b>Subtotal-General Development Costs (Soft Costs)</b>    | <b>1,902,165</b> |
| <b>Developer Overhead</b>                                 |                  |
| Developer Overhead  | 88,000           |
| <b>Subtotal - Developer Overhead</b>                      | <b>88,000</b>    |
| <b>Summary of Subtotals</b>                               |                  |
| Sales/Revenue   | 13,802,000       |
| Site Acquisition  | 1,315,000        |
| Residential Construction                                  | 7,251,248        |
| Site Work   | 710,000          |
| Builder's Overhead, & Profit                              | 1,015,175        |
| General Development Costs (Soft Costs)                    | 1,902,165        |
| Developer Overhead  | 88,000           |
| <b>Summary</b>  |                  |
| Total Sales/Revenue                                       | 13,802,000       |
| Total Development Costs (TDC)                             | 12,281,587       |
| Profit (Loss) from Sales/Revenue                          | 1,520,413        |
| Percentage of Profit (Loss) Over the                      | 12.38%           |

## Required Attachments Relating to Section 5

### 5.1 New England Fund Lender Letter of Interest *(required for projects with NEF financing)*

Please attach a Letter of Interest from a current Federal Home Loan Bank of Boston (FHLBB) member bank regarding financing for the proposed development. The letter of interest must include, at a minimum, the following:

- Identification of proposed borrower, and brief description of the bank's familiarity with the borrower;
- Brief description of the Proposed Project, including location, number of units, and type of building (townhouse, garden style, etc.);
- Confirmation that the bank is a current FHLBB member bank and that the bank will specifically use NEF funds for the proposed development.

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

### 5.2 Market Sale Comparables *(required)*

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

### 5.3 Market Study *(if available)*

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

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

**Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION**

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

Name of Proposed Project: 350 Bradford Street

**Development Team**

Developer/Applicant: BPJC LLC

Development Consultant (if any): Wise Living Development LLC

Attorney: Peter L. Freeman, Freeman Law Group LLC

Architect: Patrick Mixdorf, EGA Architects

Contractor: Wise Living Development LLC

Lottery Agent: TBD

Management Agent: Wise Living Management, LLC

Other (specify): Martin R. Donoghue, P.E., LEED AP BD&C, Coastal Engineering Company, Inc.

Other (specify): \_\_\_\_\_

**Role of Applicant in Current Proposal**

| Development Task             | Developer/Applicant | Development Consultant (identify) |
|------------------------------|---------------------|-----------------------------------|
| Architecture and Engineering |                     | EGA / Coastal Engineering         |
| Local Permitting             |                     | Freeman Law Group                 |
| Financing Package            | Applicant           |                                   |
| Construction Management      |                     | Wise Living Development           |
| Other                        |                     |                                   |

**Applicant's Ownership Entity Information**

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

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

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

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

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

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

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

**1. Applicant**

Name of Applicant: BPJC, LLC

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

State in which registered/formed: Massachusetts

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

Christopher D. Wise, individual Manager

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

JBM Family Limited Partnership, J. Bruce MacGregor, General Partner

PZL, LLC, Christopher D. Wise, Manager

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

Wise Living Development LLC, Christopher D. Wise, Manager

Wise Living Management LLC, Christopher D. Wise, Manager

**2. Proposed Development Entity**

Name of Proposed Development Entity: N/A - Development Entity is Applicant

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

State in which registered/formed: \_\_\_\_\_

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

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

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

**Applicant Entity 40B Experience**

Please identify every Chapter 40B project in which the Applicant or any Applicant Entity (as defined above) has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted. *(use additional pages as necessary.)*

| 40B Project              | Municipality | Number of Units/Type | Year Completed | Cost Cert Submitted? |
|--------------------------|--------------|----------------------|----------------|----------------------|
| Dillingham Place         | Falmouth     | 54                   | 2006           | Yes                  |
| Orleans Place            | Orleans      | 41                   | 2005           | Yes                  |
| Wise Living @ Woods Hole | Woods Hole   | 54                   | n/a            | not built            |
|                          |              |                      |                |                      |
|                          |              |                      |                |                      |
|                          |              |                      |                |                      |

**Certification**

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

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

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

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

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

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

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

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

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

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

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

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, (ii) submission to MassHousing, within one hundred eighty (180) days after substantial completion or, if later, within ninety (90) days of the date on which all units are sold, of a cost certification examined in accordance with AICPA attestation standards by an approved certified public accountant and (iii) the posting of surety for completion of the cost certification as a condition of Final Approval by MassHousing under Chapter 40B.

Signature: Christopher D. Wise

Name: Christopher D. Wise

Title: Manager of BPSC LLC

Date: 2-11-15

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

### **6.1 Development Team Qualifications**

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

*(If the Applicant (or, if the Applicant is a single purpose entity, its parent developer entity) has received financing from MassHousing within the past five (5) years for a development of comparable size and complexity to the Proposed Project, no resume or list of project experience need be submitted for the Applicant or, as applicable, its parent developer entity. Information regarding the other team members still will be required.)*

### **6.2 Applicant's Certification**

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

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

**Section 7: NOTIFICATIONS AND FEES**

Name of Proposed Project: \_\_\_\_\_

**Notice**

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing: \_\_\_\_\_

Date copy of complete application sent to Chief Elected Office of Municipality: \_\_\_\_\_

Date notice of application sent to DHCD: \_\_\_\_\_

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

|   |         |
|---|---------|
| MassHousing Application Processing Fee (\$2500):                                      | \$2,500 |
| Chapter 40B Technical Assistance/Mediation Fee  |         |
| a. Base Fee:  | \$2,500 |
| <i>(Limited Dividend Sponsor \$2500, Non-Profit or Public Agency Sponsor \$1,000)</i> |         |
| b. Unit Fee <i>(all projects)</i> \$30 per Unit:                                      | \$ 720  |
| Total TA/Mediation Fee <i>(Base Fee plus Unit Fee)</i> :                              | \$3,220 |
| Total Fees Due:   | \$5,720 |

**Land Appraisal Cost**

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

## **Required Attachments Relating to Section 7**

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

## Application Checklist

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

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

- \* Completed application form, and certification under pains and penalties of perjury (one (1) signed original) accompanied by two (2) copies of the complete application package
- \* Location Map
- Tax Map
- \* Directions to the proposed Site
- \* Existing Conditions Plan
- Aerial Photographs
- Site/Context Photographs
- \* Documentation Regarding Site Characteristics/Constraints
- \* By Right Site Plan, if applicable
- \* Preliminary Site Layout Plan(s)
- \* Graphic Representations of Project/Preliminary Architectural Plans
- \* Narrative Description of Design Approach
- \* Tabular Zoning Analysis
- Sustainable Development Principles Evaluation Assessment Form
- \* Evidence of site control (*documents and any plans referenced therein*)
- Land Disposition Agreement, if applicable
- \* NEF Lender Letter of Interest
- Market Sales Comparables
- Market Study, if required by MassHousing
- \* Development Team Qualifications
- Applicant's Certification (*any required additional sheets*)
- Narrative describing prior contact (*if any*) with municipal officials
- \* Evidence that a copy of the application package has been received by the Chief Elected Official in the municipality (*may follow after initial submission of application package, but site visit will not be scheduled nor request for municipal comments made until such evidence is received by MassHousing*)
- Copy of notification letter to DHCD
- \* Fees (\$5,000 plus \$30 per unit of housing proposed) payable to MassHousing (*once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional non-refundable appraisal fee will be required*)

[ATTACH SUSTAINABLE DEVELOPMENT SCORECARD HERE]



**SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD**

Project Name:

Project Number:

Program Name:

Date:

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

**DEVELOPER SELF-ASSESSMENT**  
(for consistency with the Sustainable Development Principles)

**Method 1:**

**Redevelop First**

Check "X" Below

| Yes                                 | No                       | NA                       |
|-------------------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*If Rehabilitation:*

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

Check "X" below if applicable

|                                     |
|-------------------------------------|
| <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> |

*If New Construction:*

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

|                                     |
|-------------------------------------|
| <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            |

**Explanation (Required)**

The project will be the redevelopment of an existing vacant restaurant building into a 24 unit condominium. The project is proposed to connect to the municipal sewer system. The existing restaurant is on a private Title V wastewater system.

**Optional - Demonstration of Municipal Support:**

Check "X" below if applicable

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

|                                     |
|-------------------------------------|
| <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            |
| <input type="checkbox"/>            |

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

**Explanation (Required)**

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

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

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

**(1) Concentrate Development and Mix Uses**

| Yes                                 | No                       | NA                       |
|-------------------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

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

Check "X" below if applicable

|                                     |
|-------------------------------------|
| <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> |

**Explanation (Required)**

The project is a proposed redevelopment of an existing vacant restaurant into a 24-unit condominium. The project proposes to connect to existing available water and sewer infrastructure. The property is located in a pedestrian village area.

Check "X" Below

| Yes                                 | No                       | NA                       |
|-------------------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**(2) Advance Equity & Make Efficient Decisions**

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

Promote development in accordance with smart growth and environmental stewardship.

Check "X" below if applicable

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

**Explanation (Required)**

The project is a 40B project consisting of a redevelopment into a 24-unit condominium. The project will provide six affordable dwelling units in a upper income area which will promote social equity and social diversity. The proposal is to connect to available municipal sewer. The current existing building - a vacant restaurant - utilized a private Title V wastewater system.

Check "X" Below

| Yes                                 | No                       | NA                       |
|-------------------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**(3) Protect Land and Ecosystems**

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

Check "X" below if applicable

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

**Explanation (Required)**

The proposed project will demolish an existing aging vacant restaurant building and construct a new 24-unit condominium building enhancing this cultural historic area.

Check "X" Below

| Yes                                 | No                       | NA                       |
|-------------------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**(4) Use Natural Resources Wisely**

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

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

Check "X" below if applicable

|                                     |
|-------------------------------------|
| <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> |

**Explanation (Required)**

The proposed project will remove a Title V septic system and connect to municipal sewer. The proposed project also includes a stormwater recharge basin.

Check "X" Below

| Yes                                 | No                       | NA                       |
|-------------------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**(5) Expand Housing Opportunities**

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

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

Check "X" below if applicable

|                                     |
|-------------------------------------|
| <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> |

**Explanation (Required)**

This project will provide six affordable homeownership units in a predominantly upper income area. The site is located within walking distance to many amenities and located nearby to a commercial shopping village.

Check "X" Below

| Yes                                 | No                       | NA                       |
|-------------------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**(6) Provide Transportation Choice**

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

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

Check "X" below if applicable

|   |
|---|
| X |
| X |
| X |
|   |
| X |

**Explanation (Required)**

The projec site is located nearby a pedestrian village center wherein most modes of transportation are via pedestrian, bike or summer shuttle bus. The Cape Cod Regional Transit Authority (CCRTA) operates a shuttle bus that runs daily in the summer, weekends in the shoulder season. The CCRTA bus stop is less than .1 mile of site. Additionally, there is a Plymouth & Brockton bus line that runs from the Provincetown Chamber of Commerce (appx. 1.5 miles from site) to all points to Hyannis and on to Boston.

**(7) Increase Job and Business Opportunities**

Check "X" Below

| Yes | No | NA |
|-----|----|----|
| X   |    |    |

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

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

Check "X" below if applicable

|   |
|---|
|   |
|   |
| X |
|   |
|   |
| X |
|   |
|   |
|   |
|   |
| X |

**Explanation (Required)**

The proposed project will bring valuable construction jobs to the area. The site is located next to an active village (main street) center that promotes local businesses and shops including arts and culture.

**(8) Promote Clean Energy**

Check "X" Below

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

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

Check "X" below if applicable

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

**Explanation (Required)**

The units will be serviced by electric high efficiency heat pumps as their heat source. All units will include Energy Star appliances.

**(9) Plan Regionally**

Check "X" Below  
**Yes** **No** **NA**

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

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

Check "X" below if applicable

**Explanation (Required)**

For further information regarding 40B applications, please contact Greg Watson, Manager, Comprehensive Permit Programs, at (617) 854-1880 or gwatson@masshousing.com

MassHousing  
Comprehensive Permit Site Approval  
Application/Homeownership  
General Narrative

**350 BRADFORD STREET  
PROVINCETOWN, MA**

**PROJECT NARRATIVE**

***Property Description***

The property is addressed as 350 Bradford Street located at the east end of Provincetown where Bradford Street connects with Commercial Street. The property consists of approximately 39,189 square feet. A vacant restaurant currently exists on the property which would be demolished under this proposal. The property is located in a Residential District 3 and a small portion of the property located at the northeast back of the property is located within in the High Elevation Protection Overlay District “A”. The design approach is detailed in narrative submitted under Section 3 – Project Information pursuant to the application.

***Site Description***

See attached memorandum entitled “Property Description” from Coastal Engineering regarding flood elevations, technical coastal bank DEP Policy 92-1, and stormwater recharge.

***Proposed Project***

The proposed project consists of demolishing the existing restaurant building and redeveloping the property with new construction of a 24-unit residential condominium building. Twenty-five (25%) percent (i.e. six homes) of the dwelling units will be restricted affordable to households earning at or below 80% of Area Median Income.

The property is currently serviced by a private Title V septic system. The project proposal is to remove the Title V septic system and connect to the municipal sewer system. The property will be serviced by municipal water. The property will be serviced by electric high efficiency heat pumps. The property will also be serviced by a trash removal system.

## MEMORANDUM

February 3, 2015

Project No. C18211.00

To: Renie Hamman [rhamman@freemanlawgroup.com](mailto:rhamman@freemanlawgroup.com)  
From: Reggie Donoghue

### Property Description

The subject property has a total area of 38,189+/- s.f. The property fronts on Bradford Street. The site is presently occupied by a wood frame commercial structure that housed a restaurant and associated bituminous paved parking area, utilities and site improvements. The properties to the east, north and west of the site include residential uses. The properties to the south of the site across Bradford Street include residential uses and an automotive service facility.

The site ranges in elevation from approximately elevation 6 feet to elevation 12 feet moving from west to east along the Bradford Street frontage and rises to elevation 44 along the northerly boundary of the site. The low lying southerly portion of the site lies within a FEMA mapped AE (EI 9) flood zone as shown on FEMA FIRM Panel #25001C0116J. The effective date of the Firm Panel is July 16, 2014. On the previous, superseded, Firm Panel, the site was mapped outside of a flood zone.

Geologically, as is most of Provincetown, the site is a post-glacial dunal land form. However, it is not a Coastal Dune that is subject to protection under the Wetlands Protection Act. Using the definition of a technical Coastal Bank as defined by DEP Policy 92-1, portions of the site are considered a Coastal Bank due to the location of the limits of the flood zone relative to the slope of the landform adjacent to the limits of the flood zone. A technical coastal bank is significant to storm damage protection under the Wetlands Protection Act because it is a vertical buffer to storm waters. As a result of FEMA's remapping of the special flood hazard area at the property, small portions of the slopes on the site and the concrete retaining wall that was constructed for the restaurant sewage disposal system are considered a Coastal Bank under DEP policy 92-1. The proposal includes the removal of the wall for construction of the new building and some regrading of the site that will modify the boundaries of the Coastal Banks on the site. The proposed site redevelopment will have no adverse effects on the stability of the Coastal Bank or its ability to act as a vertical buffer to flood waters.

The proposed parking area will be constructed in the lower level of the new building below the flood elevation (EL 9 feet) at Elevation 7.0 feet. The driveway will provide access to the parking level of the building from Bradford Street and the lower level parking area to automatically drain in the event of flooding, as permitted by FEMA and Building Code requirements.

Stormwater runoff from the proposed building roof and common terrace areas will be recharged using a stormwater recharge basin that will be constructed between the proposed building and Bradford Street. The stormwater recharge basin will be constructed with rows of HDPE chambers and stone. Stormwater from the proposed access drive will be accommodated by a pervious pavement system and an underlying stone drainage layer. The proposed project will result in a decrease of impervious area on the site and is considered a "Site Redevelopment" under the Massachusetts Stormwater Standards.



The Official Website of the Executive Office of Energy and Environmental Affairs

## Energy and Environmental Affairs

EEA Home > Agencies > MassDEP > Water Resources > Laws & Rules > Wetlands Program Policy 92-1: Coastal Banks

### Wetlands Program Policy 92-1: Coastal Banks

**Coastal Banks:** Definition and Delineation Criteria for Coastal Bank (DWW Policy 92-1) Issued: March 3, 1992

**Purpose** The purpose of this policy is to clarify the definition of coastal bank contained in the Wetlands Regulations, 310 CMR 10.00, by providing guidance for identifying 'top of coastal bank'. **Regulatory Standards** Coastal wetlands are defined in the Wetlands Protection Act (MGL c. 131, s.40) as:

"any bank, marsh, swamp, meadow, flat or other lowland subject to tidal action or coastal storm flowage".

Coastal banks are defined at 310 CMR 10.30(2) as:

"the seaward face or side of any elevated landform, other than a coastal dune, which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland".

When these two definitions are read together, coastal banks can be inferred to be associated with lowlands subject to tidal action or subject to coastal storm flowage. Coastal banks, therefore, can occur around non-tidal ponds, lakes and streams provided that these elevated landforms confine water associated with coastal storm events, up to the 100-year storm elevation or storm of record. Land Subject to Coastal Storm Flowage, in turn, is defined at 310 CMR 10.04 as:

"land subject to any inundation caused by coastal storms up to and including that caused by the 100-year storm, surge of record or storm of record, whichever is greater".

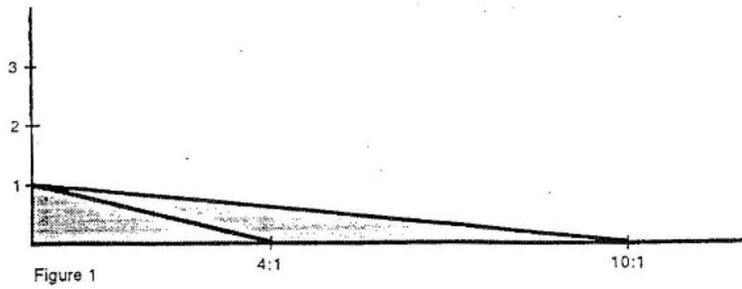
The Department uses the 100-year coastal flooding event as defined and mapped by the Federal Emergency Management Agency (FEMA) per the National Flood Insurance Program, as the maximum flood elevation associated with land subject to coastal storm flowage, unless recorded storm data reveals a higher flood elevation (which is the storm of record). Analysis Top of Coastal Bank Delineation The phrase "top of coastal bank" is used to establish the landward edge of the coastal bank (310 CMR 10.30). There is no definition for "top of coastal bank" provided in the Act or the Regulations. A Guide to the Coastal Wetlands Regulations, prepared by the Massachusetts Coastal Zone Management Office, upon which Conservation Commissions and the Department have relied for guidance, states that the landward boundary of a coastal bank is "the top of, or first major break in, the face of the coastal bank", and implies that it is easily identified using United States Geologic Survey topographic quadrangles. However, the scale of topographic quadrangle maps generally do not allow for parcel specific analysis. No further definition of "top of" and "major break" is provided. The following standards should be used to delineate the "top of coastal bank" [refer to figures 1-7 for a graphic presentation of the information below]:

- A) The slope of a coastal bank must be greater than or equal to 10:1 (see [Figure 1](#)).
- B) For a coastal bank with a slope greater than or equal to 4:1 the "top of coastal bank" is that point above the 100-year flood elevation where the slope becomes less than 4:1. (see [Figure 2](#)).
- C) For a coastal bank with a slope greater than or equal to 10:1 but less than 4:1, the top of coastal bank is the 100-year flood elevation. (see [Figure 3](#)).
- D) A "top of coastal bank" will fall below the 100-year flood elevation and is the point where the slope ceases to be greater than or equal to 10:1. (see [Figure 4](#)).
- E) There can be multiple coastal banks within the same site. This can occur where the coastal banks are separated by land subject to coastal storm flowage [an area less than 10:1]. (See [Figures 5 and 6](#)).

When a landform, other than a coastal dune, has a slope that is so gentle and continuous that it does not act as a vertical buffer and confine elevated storm waters, that landform does not qualify as a coastal bank. Rather, gently sloping landforms at or below the 100-year flood elevation which have a slope less than 10:1 shall be regulated as "land subject to coastal storm flowage" and not as coastal bank (see [Figure 7](#)). Land subject to coastal storm flowage may overlap other wetland resource areas such as coastal beaches and dunes. Information Requirements for Project Review Due to the complex topography associated with coastal banks, the following requirements are intended to promote consistent delineations. In order to accurately delineate a coastal bank, the following information should be submitted, at a minimum,, to the Conservation Commission and the Department of Environmental Protection: the coastal bank should be delineated and mapped on a plan(s) to a scale of not greater than 1 inch = 50 feet, including a plan view and a cross section(s) of the area being delineated showing the slope profile, the linear distance used to calculate the slope profile, and the location of this linear distance. In addition, there must be an indication which of the five diagrams mentioned above is (are) representative of the site. Averaging and/or interpolating contours on plans can result in inaccurate delineations. Therefore, it is strongly recommended that follow-up field observations be made to verify delineations made from engineering plan data and as shown on the submitted plans. The final approval of resource boundary delineations rests with the issuing authority (Conservation Commission or Department of Environmental Protection).



Figures 1, 2, and 3



Note that 4:1 slope is greater than (steeper than) 10:1 slope.  
 - 4:1 is equivalent to 14 degrees or 25 percent.  
 - 10:1 is equivalent to 6 degrees or 10 percent.

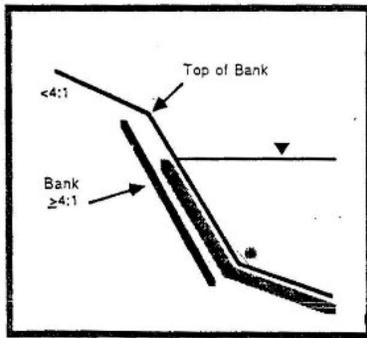


Figure 2

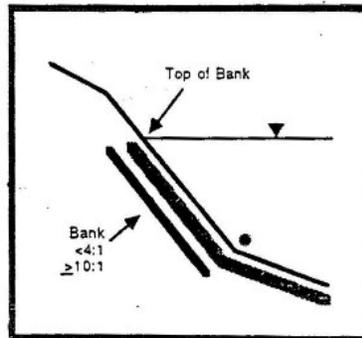


Figure 3

Legend - Figures 2 and 3 are not to scale

-  100 year flood elevation (as shown on community FIRM) or storm of record
-  Land subject to coastal storm flowage (LSCSF)

-  Coastal Bank
-  Toe of bank which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland

Figures 4, 5, 6, and 7

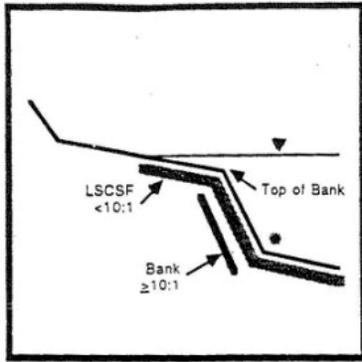


Figure 4

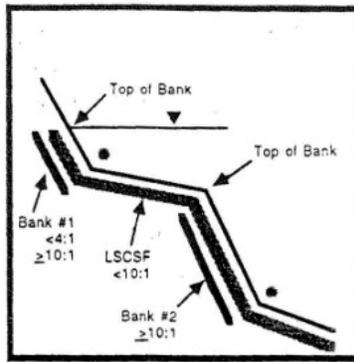


Figure 5

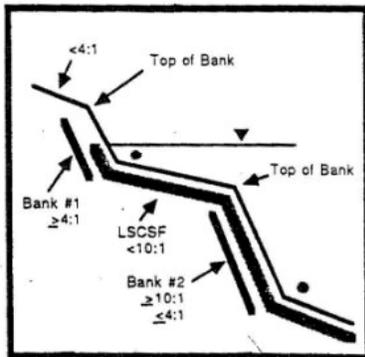


Figure 6

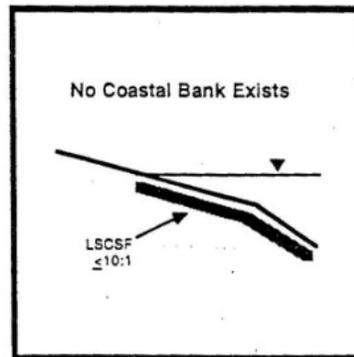


Figure 7

Legend - Figures 4, 5, 6, and 7 are not to scale

-  100 year flood elevation (as shown on community FIRM) or storm of record
-  Land subject to coastal storm flowage (LSCSF)
-  Coastal Bank
-  Toe of bank which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland

Did you find the information you were looking for on this page? \*

- Yes
- No

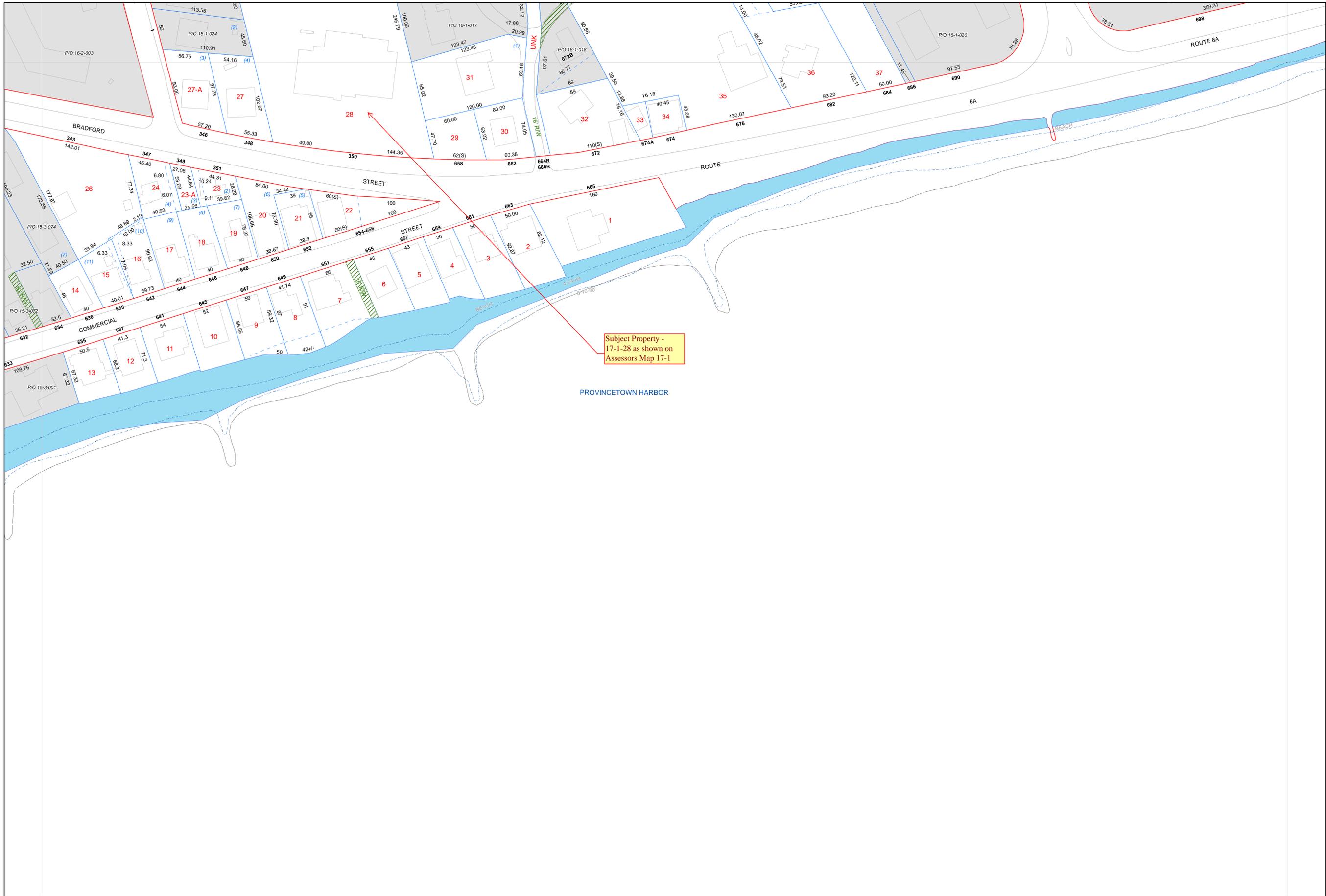
# TAB 1



LOCUS  
350 BRADFORD  
STREET

Time: PROVINCETOWN  
Date: 1/21/2015  
Scale: 1 inch equals 2000 feet

Location: 042° 03' 44.89" N 070° 11' 21.44" W NAD 27  
Caption: 350 Bradford Street,  
Provincetown, MA



# Tax Map 17-1



## PROVINCETOWN

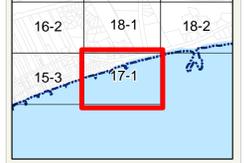
MASSACHUSETTS



### LEGEND

- Parcel
- Original Parcel
- Public Right of Way
- Private Right of Way
- Easement
- Ocean
- High Water Mark
- Wet Area
- 3 Parcel Number
- 3 Parcel Number (Disjointed)
- 100 Dimension
- 100(S) Scaled Dimension
- (2) Survey Lot Number

INTENDED FOR ASSESSMENT PURPOSES ONLY. COMPILED FROM TAX MAPS, ORTHOPHOTOGRAPHY AND OTHER PUBLIC RECORDS AND DATA. USERS SHOULD CONSULT THE PUBLIC PRIMARY SOURCE DOCUMENTS FOR VERIFICATION OF THE INFORMATION APPEARING ON THIS MAP.



SHEET INDEX



Offices nationwide  
800.648.4202 sewall.com info@sewall.com

# Tax Map 18-1



## PROVINCETOWN MASSACHUSETTS



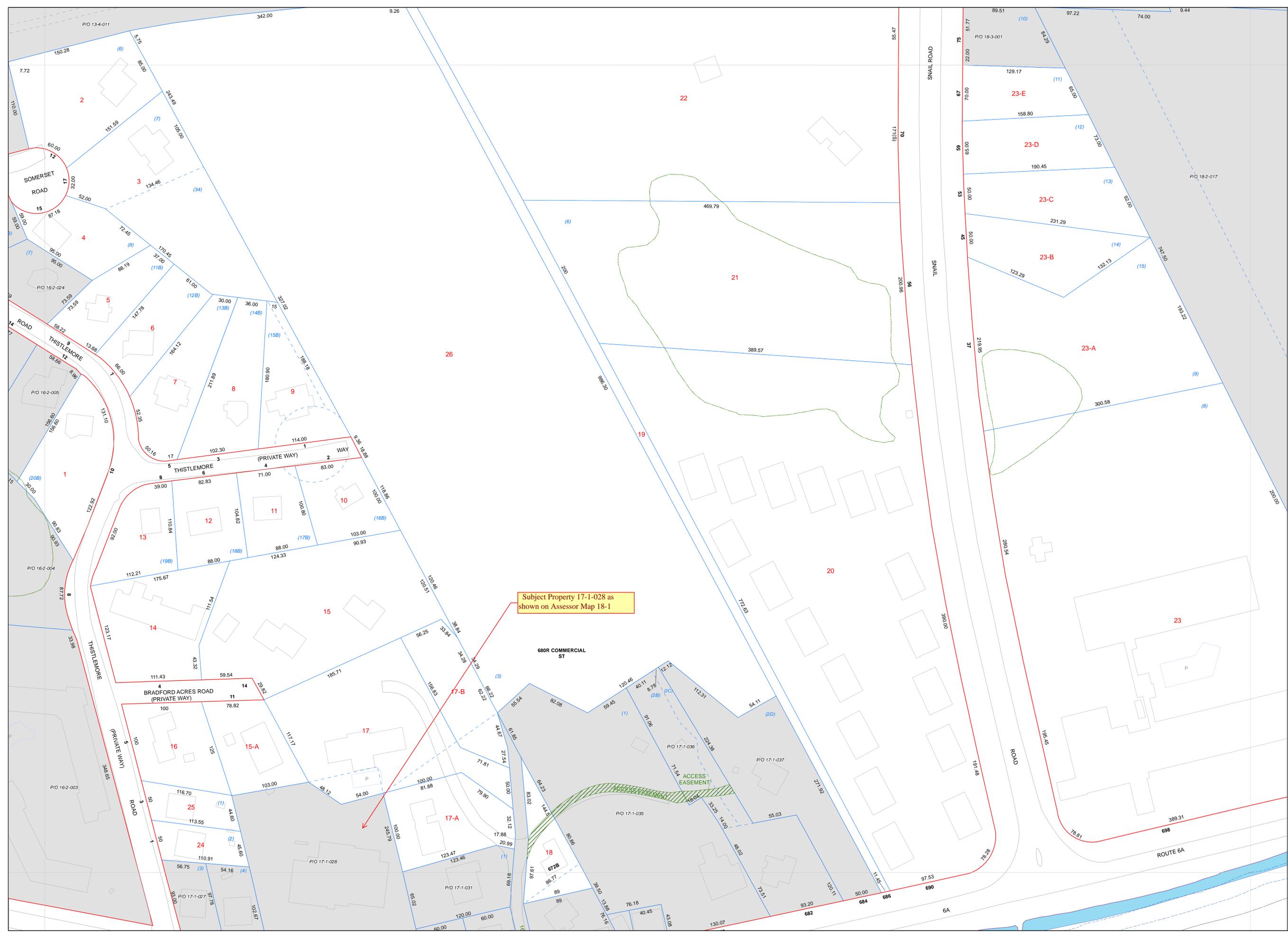
### LEGEND

- Parcel
- Original Parcel
- Public Right of Way
- Private Right of Way
- Easement
- Ocean
- High Water Mark
- Wet Area
- 3 Parcel Number
- 3 Parcel Number (Disjointed)
- 100 Dimension
- 100(S) Scaled Dimension
- (2) Survey Lot Number

INTENDED FOR ASSESSMENT PURPOSES ONLY. COMPILED FROM TAX MAPS, ORTHOPHOTOGRAPHY AND OTHER PUBLIC RECORDS AND DATA. USERS SHOULD CONSULT THE PUBLIC PRIMARY SOURCE DOCUMENTS FOR VERIFICATION OF THE INFORMATION APPEARING ON THIS MAP.

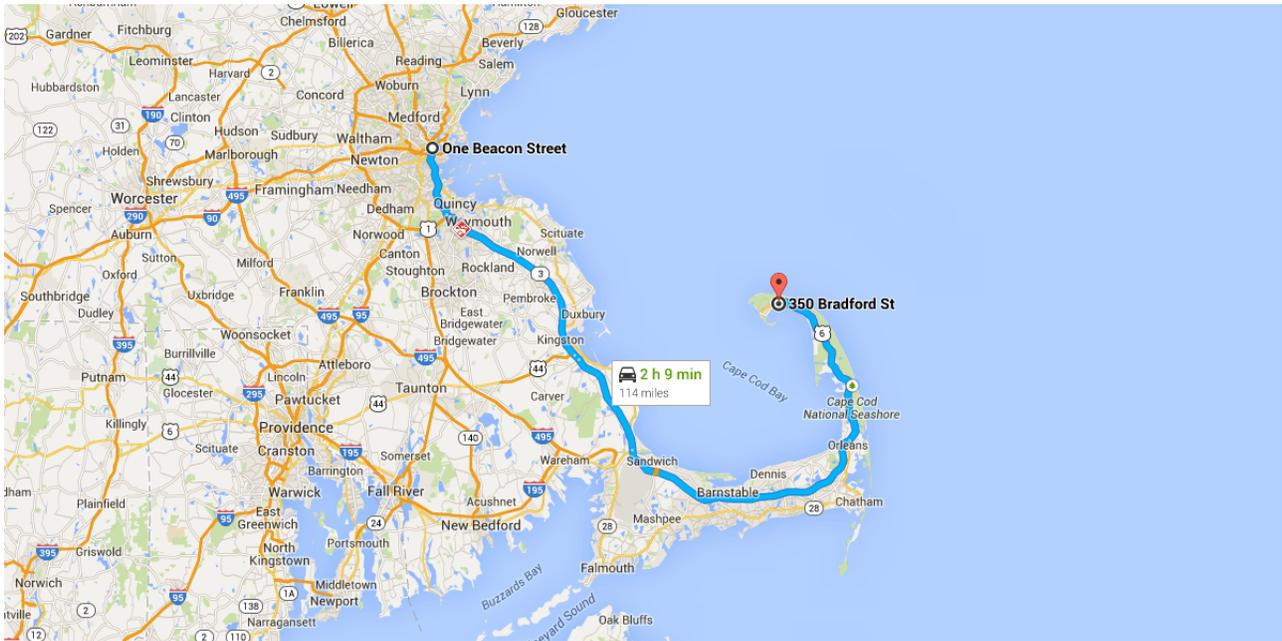
|      |      |      |
|------|------|------|
| 16-4 | 18-3 | 18-4 |
| 16-2 | 18-1 | 18-2 |
| 15-3 | 17-1 |      |

SHEET INDEX





### Directions from One Beacon Street to 350 Bradford St



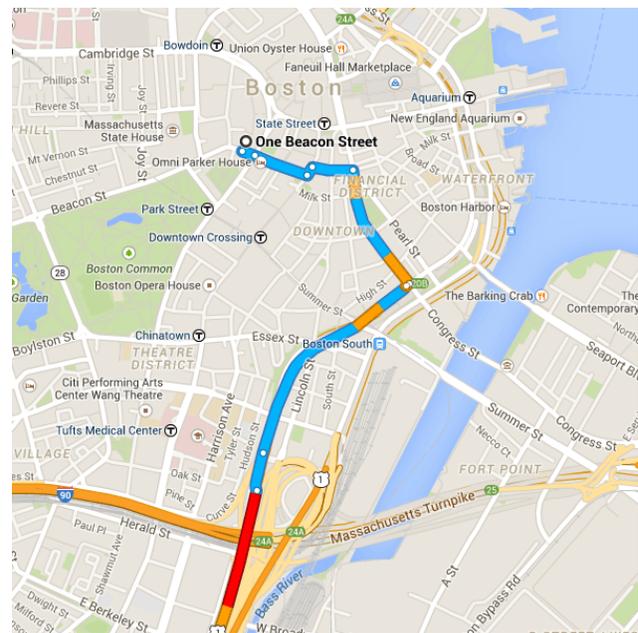
#### ○ One Beacon Street

Boston, MA 02108

#### Get on I-93 S from Congress St

1.1 mi / 4 min

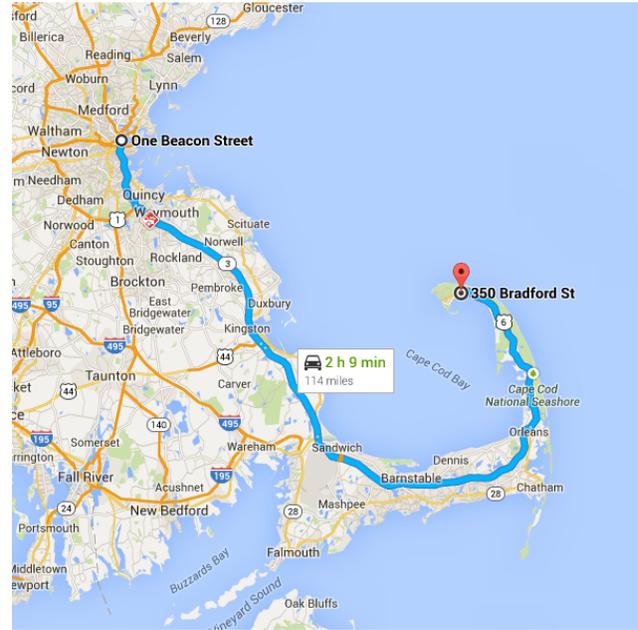
- ↑ 1. Head east on Beacon St toward Freedom Trail  
148 ft
- ↑ 2. Continue straight onto School St  
0.1 mi
- ↶ 3. Turn left onto Washington St  
105 ft
- ↷ 4. Turn right onto Water St  
456 ft
- ↷ 5. Turn right onto Congress St  
0.3 mi
- ↷ 6. Turn right onto Purchase St  
46 ft
- ↑ 7. Take the I-93 S ramp on the left to I-90 W/Quincy/Worcester  
0.5 mi



- 8. Keep **left** at the fork, follow signs for **Interstate 93 S** and merge onto **I-93 S**  
420 ft

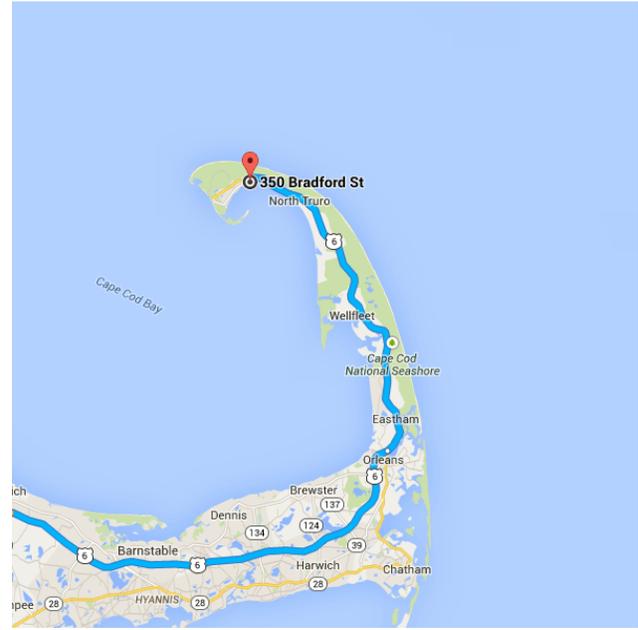
Take **MA-3 S** to **US-6 E** in Orleans  
88.2 mi / 1 h 31 min

- 9. Merge onto **I-93 S**  
9.0 mi
- 10. Take exit 7 on the **left** toward **Cape Cod**  
0.7 mi
- 11. Continue onto **MA-3 S**  
26.8 mi
- 12. Continue onto **MA-3 S/US-44 E**  
0.9 mi
- 13. Continue onto **MA-3 S**  
14.7 mi
- 14. Continue onto **US-6 E**  
36.2 mi



Follow **US-6 E** to **Bradford St** in Provincetown  
24.6 mi / 34 min

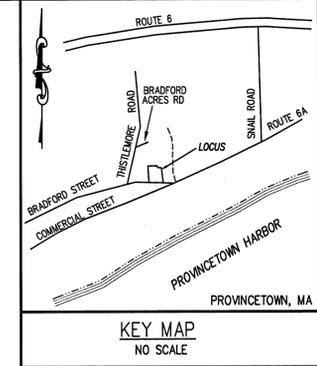
- 15. At the traffic circle, take the **2nd** exit and stay on **US-6 E**  
24.1 mi
- 16. Turn **left** onto **Snail Rd**  
0.3 mi
- 17. Turn **right** onto **Bradford St/Commercial St**
  - Continue to follow **Bradford St**
  - Destination will be on the **right**0.2 mi



**350 Bradford St**  
Provincetown, MA 02657

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

## **TAB 2**



**PLAN REFERENCES:**  
 ASSESSORS MAP 17-1, PARCEL 28  
 PLAN BOOK 482, PAGE 50

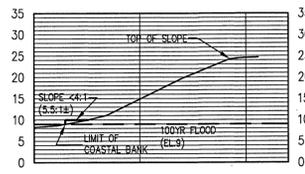
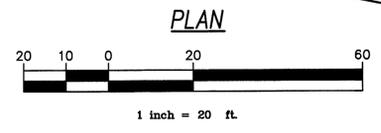
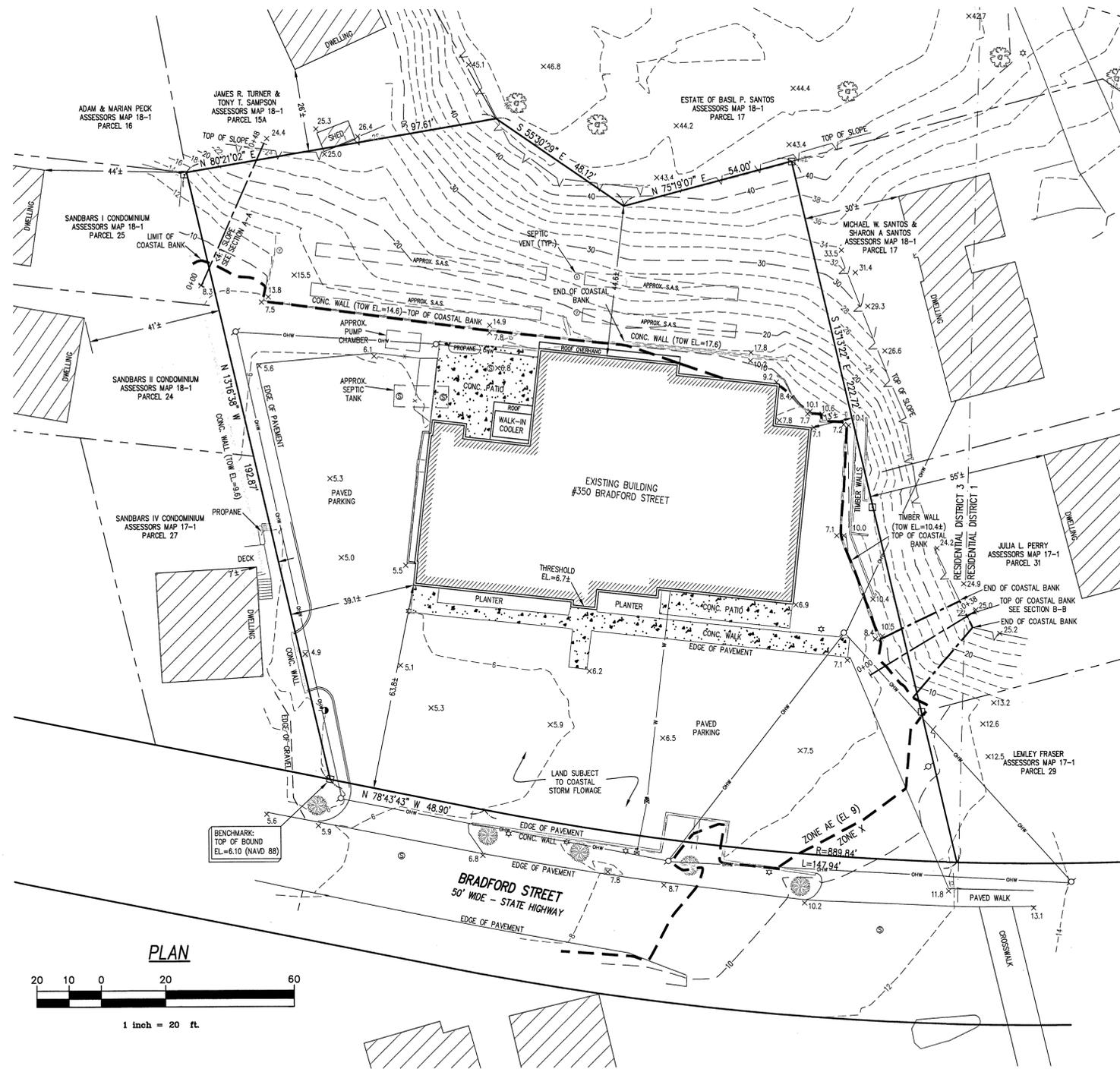
**FLOOD NOTE:**  
 FLOOD ZONE AE (EL 9) AS SHOWN ON  
 FEMA FIRM PANEL #25001C0116J  
 EFFECTIVE JULY 16, 2014

**DATUM NOTE:**  
 ELEVATIONS SHOWN HEREON ARE BASED  
 ON THE NORTH AMERICAN VERTICAL  
 DATUM 1988 (NAVD 1988)  
 UNLESS NOTED OTHERWISE

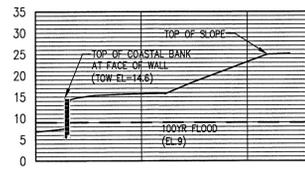
ZONING DISTRICT: RES 3 - RESIDENTIAL DISTRICT 3  
 HIGH ELEVATION PROTECTION OVERLAY DISTRICT A

**LEGEND**

- BOUND
- ▣ CATCH BASIN
- ⊕ WATER VALVE
- ⊙ SEWER MANHOLE
- ⊠ TELEPHONE BOX
- ⊛ LIGHTPOST
- ⊙ MISC. SIGN
- ⊙ UTILITY POLE
- ⊙ GUY WIRE
- ⊙ TREE
- FENCE
- OHW — OVERHEAD UTILITY LINE
- W — WATER LINE
- 10 — CONTOUR



**SECTION A-A**  
 HORIZONTAL SCALE: 1"=20'  
 VERTICAL SCALE: 1"=20'

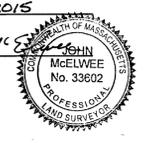


**SECTION B-B**  
 HORIZONTAL SCALE: 1"=20'  
 VERTICAL SCALE: 1"=20'

I HEREBY CERTIFY THAT THE CONDITIONS SHOWN HEREON ARE LOCATED AS THEY EXISTED ON THE GROUND AS OF 10-31-14.

DATE JAN 23, 2015

P.L.S. *John McElwhee*



| NO. | DATE    | REVISION                         | BY  |
|-----|---------|----------------------------------|-----|
| 1   | 1-23-15 | ADD BUILDING SET BACK DIMENSIONS | MAP |

PROJECT: **BPJC, LLC**  
 350 BRADFORD STREET  
 SHEET TITLE: **PLAN SHOWING EXISTING SITE CONDITIONS**

SCALE: AS NOTED  
 DRAWING FILE: C18211-00.dwg  
 DATE: 11-3-14  
 DRAWN BY: JLH  
 CHECKED BY:

PROJECT NO. **C1.2.1**  
 1 OF 1 SHEETS  
 PROJECT NO. C18211.00



Imagery ©2015 DigitalGlobe, MassGIS, Commonwealth of Massachusetts EOE, Map data ©2015 Google 100 ft



350 Bradford

Provincetown, Massachusetts

Street View - Aug 2011

Image capture: Aug 2011 © 2015 Google

Directly across - south - west side

Provincetown, Massachusetts

Street View - Aug 2011



Image capture: Aug 2011 © 2015 Google

directly across - south

Provincetown, Massachusetts

Street View - Aug 2011



Image capture: Aug 2011 © 2015 Google



East to connection with Commercial Street

Commercial Street

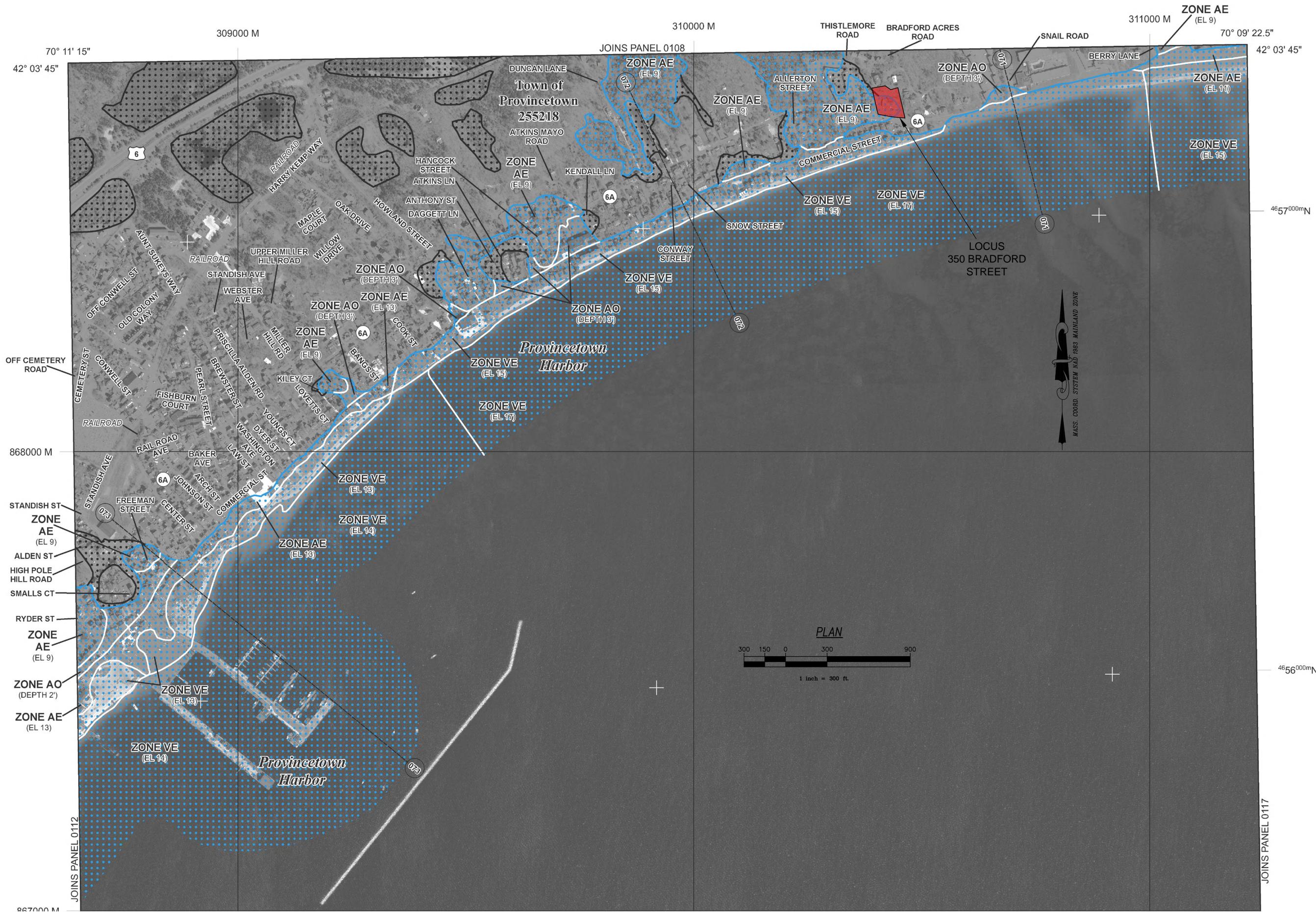
Image capture: Aug 2011 © 2015 Google



Image capture: Aug 2011 © 2015 Google



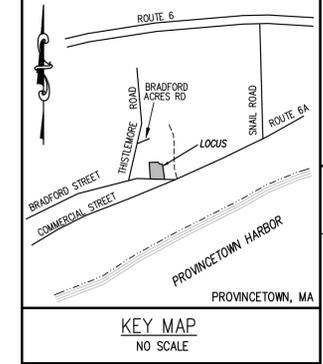
Image capture: Aug 2011 © 2015 Google



F:\SDSKPROJ\CI8800\CI8211\CI8211-00\CI8211-00\city.dwg, Jan 21, 2015 - 11:10am

JOINS PANEL 0112

JOINS PANEL 0117

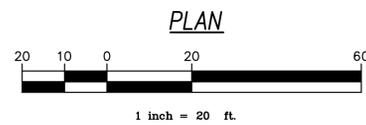
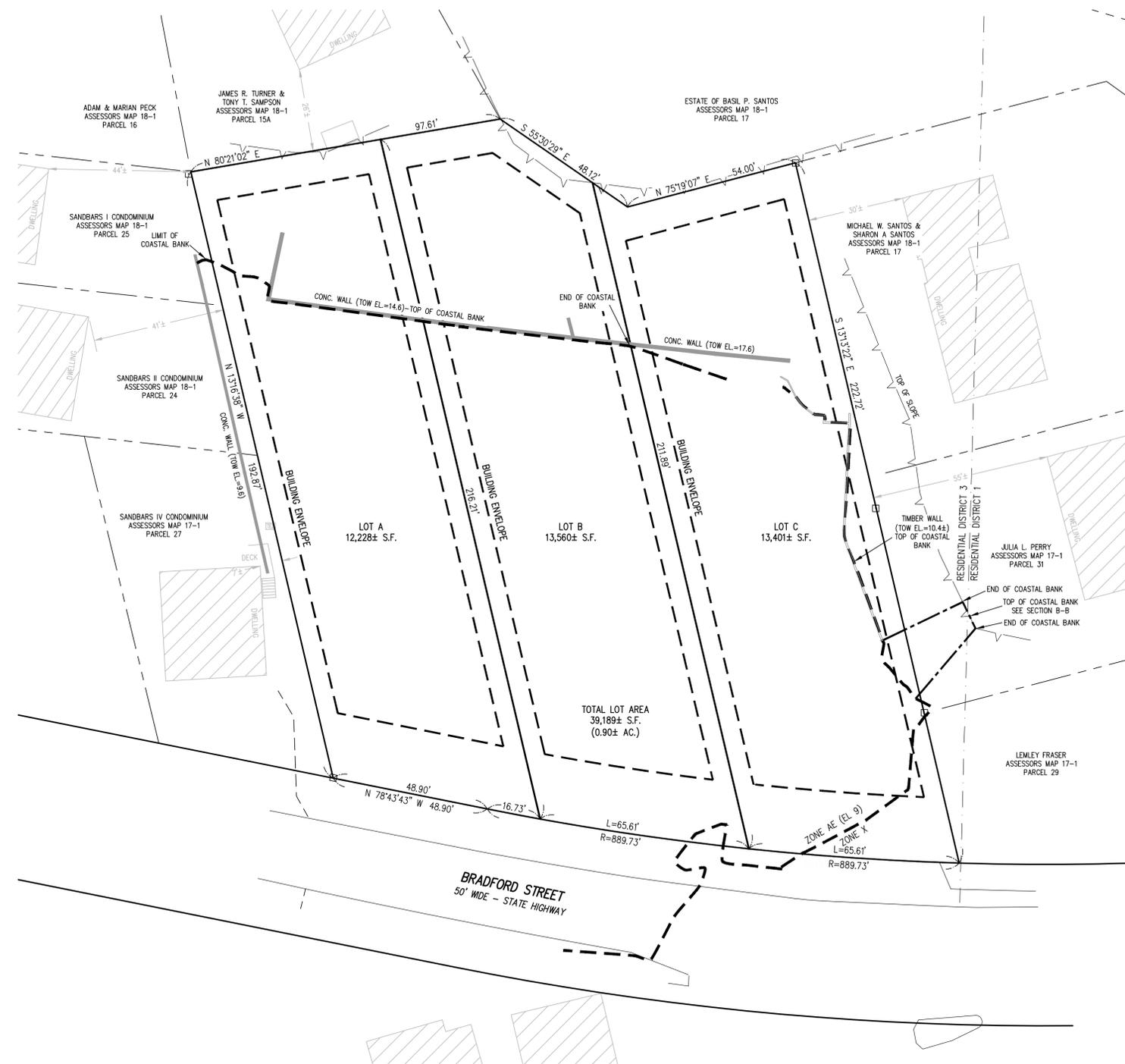


**PLAN REFERENCES:**  
 ASSESSORS MAP 17-1, PARCEL 28  
 PLAN BOOK 482, PAGE 50

**FLOOD NOTE:**  
 FLOOD ZONE AE (EL 9) AS SHOWN ON  
 FEMA FIRM PANEL #25001C0116J  
 EFFECTIVE JULY 16, 2014

ZONING DISTRICT: RES 3 - RESIDENTIAL DISTRICT 3  
 HIGH ELEVATION PROTECTION OVERLAY DISTRICT A

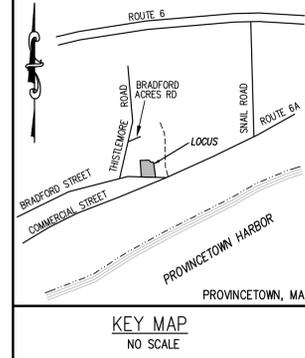
**RESOURCE DELINEATION NOTE:**  
 THE LIMIT OF THE RESOURCE AREAS AND COASTAL BANK  
 DELINEATION ARE SHOWN HEREON AS DEFINED IN MA DEP  
 WETLANDS PROTECTION POLICY 92-1: COASTAL BANKS.



| NO. | DATE | REVISION | BY |
|-----|------|----------|----|
|     |      |          |    |
|     |      |          |    |
|     |      |          |    |
|     |      |          |    |

|                     |                                    |
|---------------------|------------------------------------|
| PROJECT             | PROVINCETOWN, MA                   |
| 350 BRADFORD STREET |                                    |
| SHEET TITLE         | <b>CONCEPTUAL SUBDIVISION PLAN</b> |
| SCALE               | AS NOTED                           |
| DRAWING FILE        | C18211-00.dwg                      |
| DATE                | 1-23-15                            |
| DRAWN BY            | JLH/MJB                            |
| CHECKED BY          | MRD                                |
| <b>C1.11</b>        |                                    |
| 1 OF 1 SHEETS       |                                    |
| PROJECT NO.         | C18211.00                          |

## **TAB 3**



**PLAN REFERENCES:**  
 ASSESSORS MAP 17-1, PARCEL 28  
 PLAN BOOK 482, PAGE 50

**FLOOD NOTE:**  
 FLOOD ZONE AE (EL 9) AS SHOWN ON FEMA FIRM PANEL #25001C0116J EFFECTIVE JULY 16, 2014

**DATUM NOTE:**  
 ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 1988) UNLESS NOTED OTHERWISE

ZONING DISTRICT: RES 3 - RESIDENTIAL DISTRICT 3  
 HIGH ELEVATION PROTECTION OVERLAY DISTRICT A (HED)

**LEGEND**

**EXISTING**

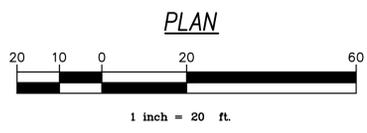
- BOUND
- ▣ CATCH BASIN
- ⊗ WATER VALVE
- ⊙ SEWER MANHOLE
- ⊞ TELEPHONE BOX
- ⊛ LIGHTPOST
- ⊠ MISC. SIGN
- ⊕ UTILITY POLE
- ⊖ GUY WIRE
- ⊗ TREE
- FENCE
- OHW— OVERHEAD UTILITY LINE
- W— WATER LINE
- 10— CONTOUR

**PROPOSED**

- 6 CONTOUR
- +7.8 SPOT GRADE
- ⊙ CATCH BASIN
- RD--- ROOF DRAINAGE
- W— WATER LINE
- S— SEWER LINE

**RESOURCE DELINEATION NOTE:**

THE LIMIT OF THE RESOURCE AREAS AND COASTAL BANK DELINEATION ARE SHOWN HEREON AS DEFINED IN MA DEP WETLANDS PROTECTION POLICY 92-1: COASTAL BANKS.



| NO. | DATE | REVISION | BY |
|-----|------|----------|----|
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|     |      |          |    |

PROJECT: 350 BRADFORD STREET, PROVINCETOWN, MA

SHEET TITLE: PRELIMINARY SITE AND UTILITIES PLAN

SCALE: AS NOTED

DRAWING FILE: C18211-00.dwg

DATE: 02-02-15

DRAWN BY: MAP/MRD

CHECKED BY: MRD

**C2.12**

PROJECT NO. C18211.00

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**BPJC, LLC - 350 Bradford Street  
24 Unit Condominium  
Provincetown, MA**

**OWNER:**

BPJC, LLC  
86 WILLOW STREET  
YARMOUTHPORT, MA 02675  
508-362-4700

**ARCHITECT:**

EGA PC  
12 AUBURN STREET  
NEWBURYPORT, MA 01950  
(978) 462-5515

**CIVIL ENGINEER:**

COASTAL ENGINEERING, INC  
260 CRANBERRY HIGHWAY  
ORLEANS, MA 02653  
508-255-6511



CIVIL ENGINEER:  
Civil Engineer  
STRUCTURAL ENGINEER:  
Structural Engineer  
MEP ENGINEER:  
MEP Engineer  
INTERIOR DESIGNER:  
Interior Designer

BPJC  
350 Bradford Street  
Provincetown, MA

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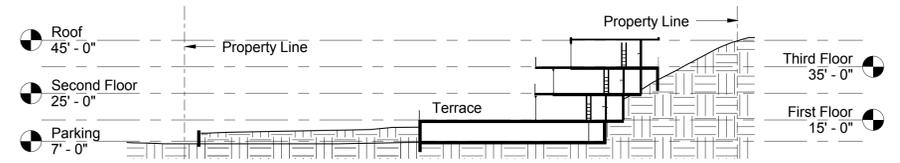
Building Key:

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Cover

Sheet Number:  
**A0**



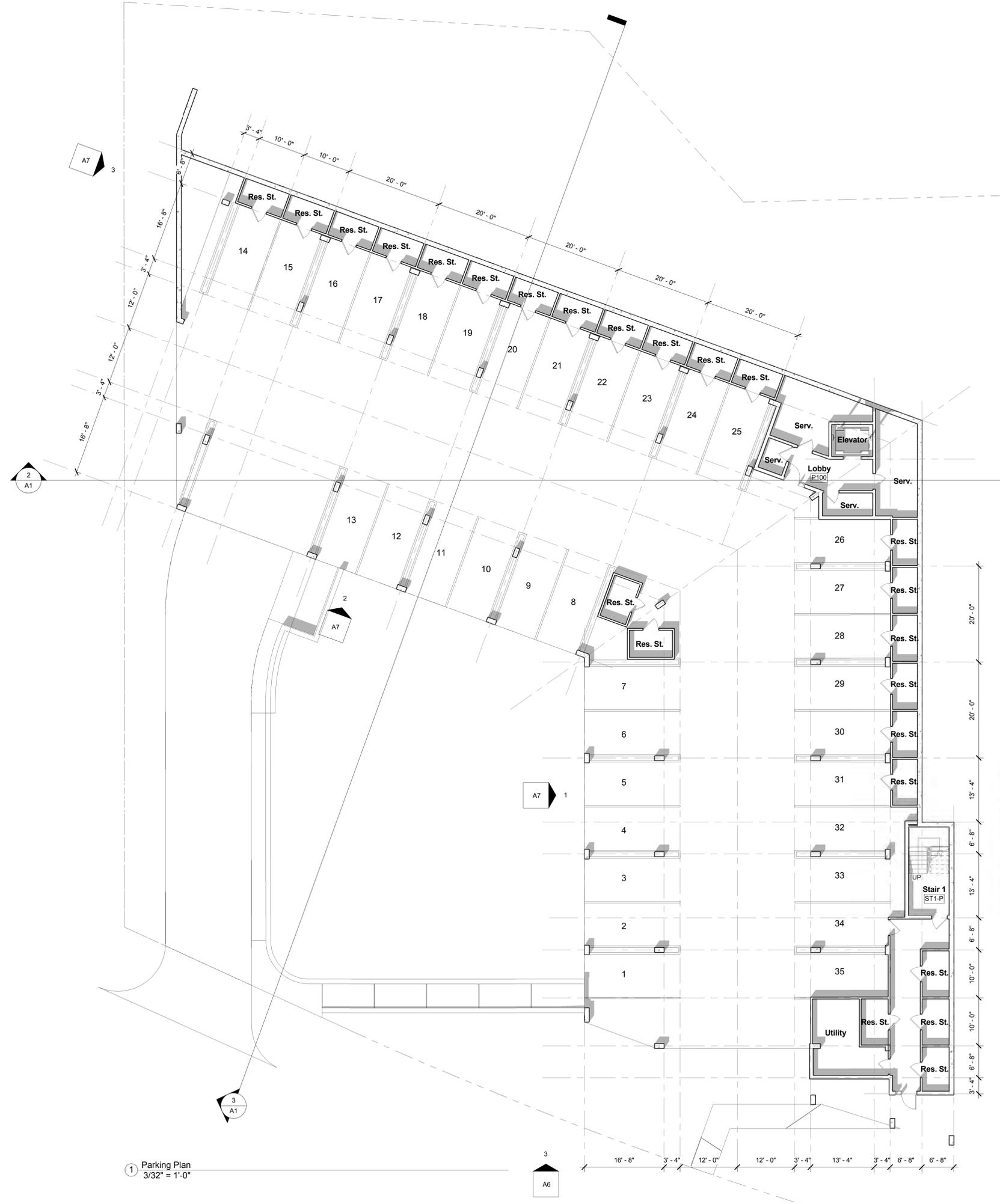
4 Conceptual Site Plan  
1" = 40'-0"



3 Conceptual North/South Section  
1/32" = 1'-0"



2 Conceptual East/West Section  
1/32" = 1'-0"



1 Parking Plan  
3/32" = 1'-0"

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Newburyport, MA 01950  
Phone 978-462-5515  
Fax: 978-462-5525

CIVIL ENGINEER:  
Civil Engineer  
STRUCTURAL ENGINEER:  
Structural Engineer  
MEP ENGINEER:  
MEP Engineer  
INTERIOR DESIGNER:  
Interior Designer

**BPJC**  
350 Bradford Street  
Provincetown, MA

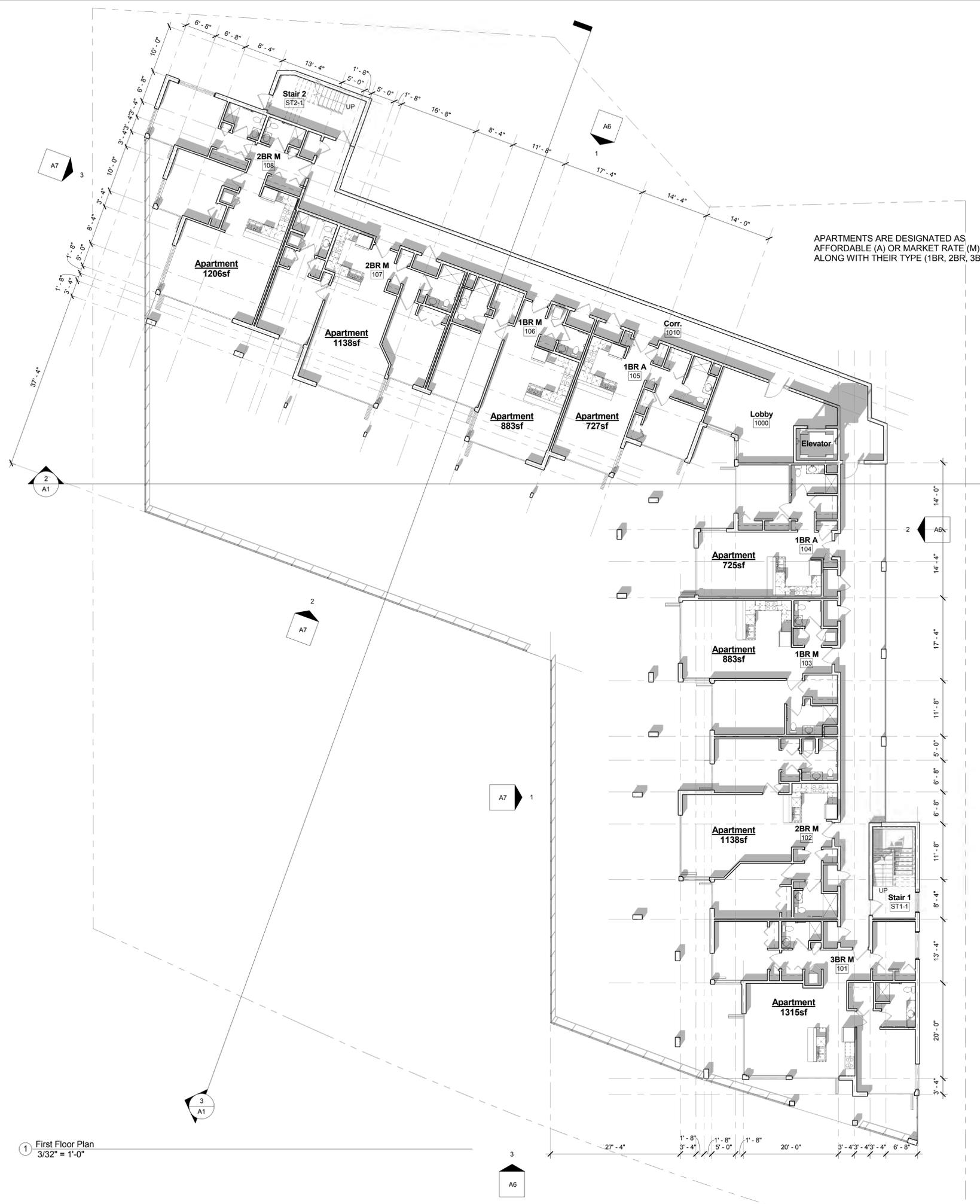
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Building Key:

Sheet Title:  
Parking Plan

Sheet Number:  
**A1**



APARTMENTS ARE DESIGNATED AS AFFORDABLE (A) OR MARKET RATE (M) ALONG WITH THEIR TYPE (1BR, 2BR, 3BR)

### Unit Mix

|                         | First Floor | Second Floor | Third Floor | Total     |
|-------------------------|-------------|--------------|-------------|-----------|
| <b>Market Rate</b>      |             |              |             |           |
| 1 Bedroom               | 2           | 2            | 2           | 6         |
| 2 Bedroom               | 3           | 3            | 3           | 9         |
| 3 Bedroom               | 1           | 1            | 1           | 3         |
| <b>Affordable</b>       |             |              |             |           |
| 1 Bedroom               | 2           | 0            | 1           | 3         |
| 2 Bedroom               | 0           | 2            | 0           | 2         |
| 3 Bedroom               | 0           | 0            | 1           | 1         |
| <b>Total Apartments</b> | <b>8</b>    | <b>8</b>     | <b>8</b>    | <b>24</b> |

### Area Analysis

|                             | Parking Level    | First Floor      | Second Floor     | Third Floor      | Total            |
|-----------------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Apartments</b>           | 0 sf             | 8,015 sf         | 8,544 sf         | 8,846 sf         | 25,405 sf        |
| <b>Commons</b>              | 132 sf           | 339 sf           | 123 sf           | 157 sf           | 751 sf           |
| <b>Service</b>              | 758 sf           | 0 sf             | 0 sf             | 0 sf             | 758 sf           |
| <b>Resident Storage</b>     | 1,527 sf         | 0 sf             | 0 sf             | 0 sf             | 1,527 sf         |
| <b>Corridors (Interior)</b> | 294 sf           | 1,033 sf         | 914 sf           | 0 sf             | 2,241 sf         |
| <b>Stairs/Elevators</b>     | 263 sf           | 472 sf           | 472 sf           | 472 sf           | 1,679 sf         |
| <b>Total Interior Space</b> | <b>2,974 sf</b>  | <b>9,859 sf</b>  | <b>10,053 sf</b> | <b>9,475 sf</b>  | <b>32,361 sf</b> |
| <b>Exterior Walkways</b>    | 0 sf             | 949 sf           | 998 sf           | 1,947 sf         | 3,894 sf         |
| <b>Terrace</b>              | 0 sf             | 7,945 sf         | 0 sf             | 0 sf             | 7,945 sf         |
| <b>Decks</b>                | 0 sf             | 0 sf             | 2,659 sf         | 2,861 sf         | 5,520 sf         |
| <b>Parking</b>              | 14,354 sf        | 0 sf             | 0 sf             | 0 sf             | 14,354 sf        |
| <b>Total Exterior Space</b> | <b>14,354 sf</b> | <b>8,894 sf</b>  | <b>3,657 sf</b>  | <b>4,808 sf</b>  | <b>31,713 sf</b> |
| <b>Overall Total</b>        | <b>17,328 sf</b> | <b>18,753 sf</b> | <b>13,710 sf</b> | <b>14,279 sf</b> | <b>64,074 sf</b> |

1 First Floor Plan  
3/32" = 1'-0"

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Newburyport, MA 01950  
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Fax: 978-462-5525

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Civil Engineer

STRUCTURAL ENGINEER:  
Structural Engineer

MEP ENGINEER:  
MEP Engineer

INTERIOR DESIGNER:  
Interior Designer

**BPJC**

**350 Bradford Street**  
**Provincetown, MA**

Issued For: \_\_\_\_\_ Date: \_\_\_\_\_

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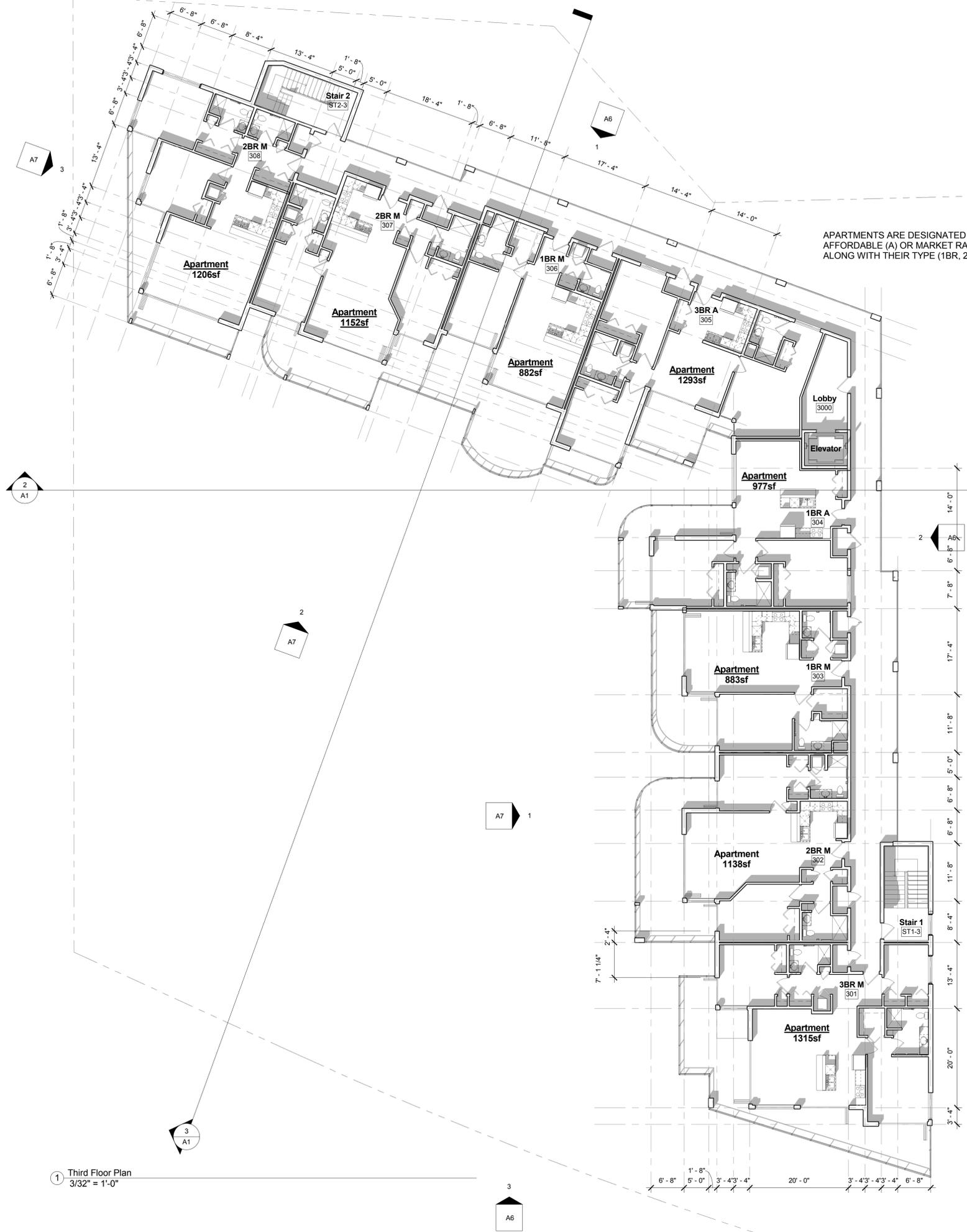
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First Floor Plan

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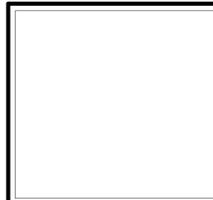
**A2**





APARTMENTS ARE DESIGNATED AS AFFORDABLE (A) OR MARKET RATE (M) ALONG WITH THEIR TYPE (1BR, 2BR, 3BR)

1 Third Floor Plan  
3/32" = 1'-0"



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MEP ENGINEER:  
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INTERIOR DESIGNER:  
Interior Designer

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**350 Bradford Street**  
**Provincetown, MA**

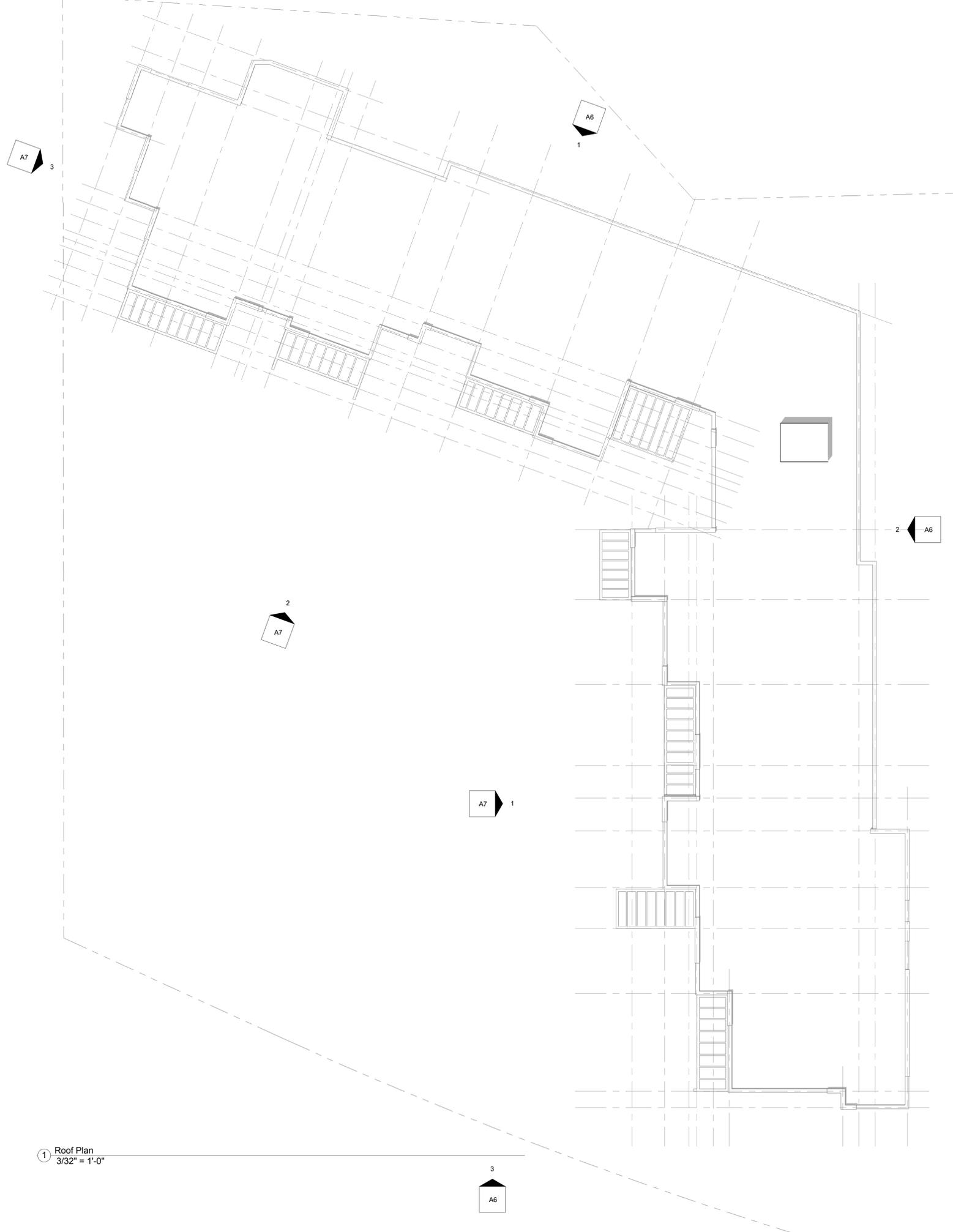
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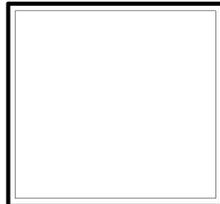
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Sheet Title:  
Third Floor Plan

Sheet Number:  
**A4**



① Roof Plan  
3/32" = 1'-0"



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Interior Designer

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**350 Bradford Street  
Provincetown, MA**

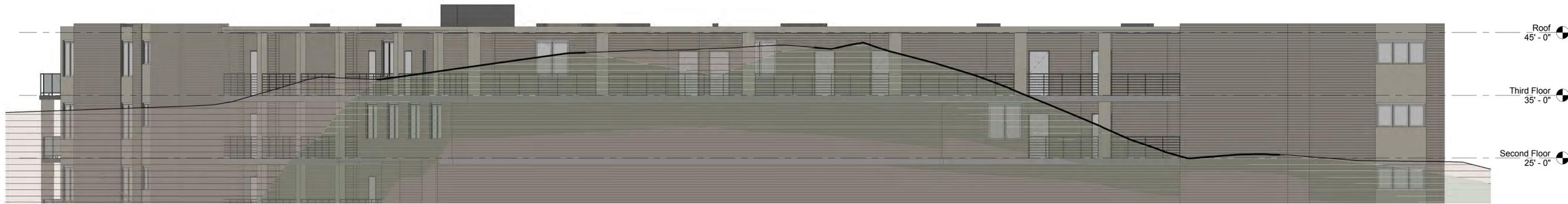
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Roof Plan

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**A5**



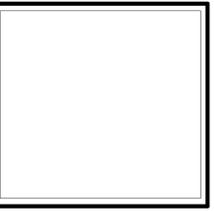
① Elevation 4 - a  
1/8" = 1'-0"



② Elevation 5 - a  
1/8" = 1'-0"



③ Elevation 6 - a  
1/8" = 1'-0"



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Civil Engineer

STRUCTURAL ENGINEER:  
Structural Engineer

MEP ENGINEER:  
MEP Engineer

INTERIOR DESIGNER:  
Interior Designer

BPJC

350 Bradford Street  
Provincetown, MA

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Sheet Title:  
Elevations

Sheet Number:  
**A6**



① Elevation 1 - a  
1/8" = 1'-0"



② Elevation 2 - a  
1/8" = 1'-0"



③ Elevation 3 - a  
1/8" = 1'-0"



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Civil Engineer

STRUCTURAL ENGINEER:  
Structural Engineer

MEP ENGINEER:  
MEP Engineer

INTERIOR DESIGNER:  
Interior Designer

BPJC

350 Bradford Street  
Provincetown, MA

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Building Key:

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Elevations

Sheet Number:  
**A7**

MassHousing  
Comprehensive Permit Site Approval  
Application/Homeownership  
Section 3 – Project Information  
Subsection 3.3 – Narrative Description of Design Approach

**350 BRADFORD STREET  
PROVINCETOWN, MA**

**DESIGN APPROACH NARRATIVE**

The proposed building replaces a non-descript one story restaurant on a site with significant grade change (+/- 45ft). The building nestles into a steep hill on the north side of the property, maintaining the primary views of the houses on top of that hill. The layout places the principle massing of the building back from the street and acts as a retaining wall for the hill, causing minimal impact to the street scape. Approaching from the east, most of the building is hidden by the hill, while an approach from the west would be disguised by the adjacent structures with most of the building massing hidden until one is right next to the property.

The massing of the proposed building is designed to minimize visual impact, reduce the overall scale of the building and improve the view opportunities of the residential units (all of them face towards the bay). The portion of the building that abuts Bradford Street is the width of a typical single family home (excluding the parking level). Facades which are visible from public ways are broken up to fit in with the surrounding structures and neighborhood character.

The style of the building is “contemporary” with a nod towards traditional “Cape Cod” in the use of natural siding. The façade of the building is a series of vertical planes, broken into alternating glazed and opaque sections. The glazed sections are mostly glass with an EIFS or similar material as the infill, while the opaque sections are uninterrupted natural siding, to provide the connection to the traditional architecture of Provincetown and to provide warmth. In order to keep the height of the building down (to limit the impact of the building on the neighbors on the hill to the north and west) the roof line is simple, with subtle differentiation of the vertical sections. Most of the northern and western elevations are siding.

MassHousing  
 Comprehensive Permit Site Approval  
 Application/Homeownership  
 Section 3 – Project Information  
 Subsection 3.4 – Tabular Zoning Analysis

**WISE, CHRISTOPHER**  
**350 Bradford Street, Provincetown, MA**

**TABULAR ZONING ANALYSIS**

**Zoning District: Residential District 3**

|                           | <b>Required</b> | <b>Proposed</b>        | <b>Variance</b> |
|---------------------------|-----------------|------------------------|-----------------|
| Minimum Lot Size          | 8,000 s.f.      | 39,189+/-              | n/a             |
| Minimum Frontage          | 50'             | 196.84'                | n/a             |
| Front Setback             | 20'             | 20' (min.)             | n/a             |
| Side Setback              | 6'              | 10' +/-                | n/a             |
| Rear Setback              | 10'             | 10' (min.)             | n/a             |
| Maximum Building Coverage | 40%             | 52.5% (20,574+/- s.f.) | 12.5%           |
| Maximum Lot Coverage      | 70%             | 61.6% (24,147+/- s.f.) | n/a             |
| Building Height           | 23'*            | 33.5'                  | yes             |
| Number of Stories         | 2.5             | 3                      | yes             |
| Floor Area Ratio          | n/a             |                        | n/a             |
| Units Per Acre            | 9.68**          | 26.67                  | 17              |
| Units Per Buildable Acre  |                 |                        | n/a             |
| Parking Per Unit          | Varies***       |                        | n/a             |
| Parking - Total           | 31              | 35                     | n/a             |

\* 23' Max height for a flat roof

\*\* 1 unit/4,500 s.f. under ZBL

\*\*\* 1 parking space for a one bedroom unit, 1.5 parking spaces per unit for 2+ bedroom units.

# TAB 4

FROM THE OFFICE OF:  
Robert F. Smith, Esq.  
610 Main Street,  
P O Box 1101  
Dennis Port, MA 02639  
508-394-1377

PURCHASE AND SALE AGREEMENT

This 28<sup>th</sup> day of September 2014.

1. PARTIES  
Michael <sup>(A)</sup> Santos and Sharon A. Santos, Trustees of the Whistle-Stop Realty Trust, hereinafter called the SELLER, agrees to SELL and  
  
BPJC LLC, or Nominee  
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. PREMISES  
The land and buildings at 350 Bradford Street, Provincetown, MA as further described in a deed recorded with the Barnstable County Registry of Deeds in Book 14082 on Page 43.
3. BUILDINGS, FIXTURES, APPLIANCES  
Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, refrigerators, mantels, outside television antennas, fences, gates, trees, and furniture, fixtures and equipment therein.
4. TITLE  
Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except  
  - (a) Intentionally omitted;
  - (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
  - (c) Any liens for municipal betterments assessed after the date of this agreement;
  - (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises as a multi-unit residential property;
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 \$799,000.00 SEVEN HUNDRED NINETY NINE THOUSAND AND 00/100 dollars, PLUS the additional payment, arrearages and carrying costs as hereinafter set forth in Paragraph 44, of which  
\$ 10,000.00 have be paid as a deposit this day and

\$ 789,000.00 are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, attorney escrow account or bank check(s).  
\$ 799,000.00 TOTAL.

The Buyers shall pay to the Sellers the sum of \$126,082.42, at the time of the execution of this agreement by the Sellers, representing the total amount as set forth in Paragraph 44.

8. DATE OF PERFORMANCE  
Such deed is to be delivered at 1:00 o'clock P. M. on the 2nd day of September 2014, at the office of Robert F. Smith, Esq., 610 Main Street, Dennis Port, MA, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. If the lending institution or the lending institution's attorney shall not have completed the title examination or preparation of other documents necessary for closing in sufficient time to close on the date for performance, the date for performance shall be extended to a business day as soon thereafter as practicable after completion of such documents or title examination, not to exceed five business days.
9. POSSESSION AND CONDITION OF PREMISE.  
Full possession of said premises free of all tenants and occupants, except as herein provided, 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 provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this 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, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event and thereupon the time for performance hereof shall be extended for a period of thirty days or the day upon which the Buyer's mortgage commitment or rate lock expires, whichever is sooner. Nothing herein shall require the Seller to spend more than one half of one percent of the sale price in using "reasonable efforts" exclusive of voluntary liens and attorney's fees.
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, 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, etc. 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, unless the SELLER has previously restored the premises to their former condition, either  
(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or  
(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.



13. ACCEPTANCE OF DEED The acceptance 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. Except as otherwise expressly set forth herein, all representations and warranties set forth in this Contract shall survive delivery of said deed.
14. USE OF 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, or arrangements are made to record the documents later in the manner customary in Barnstable County.
15. INSURANCE Until the delivery of the deed, the SELLER shall maintain Fire and Extended Coverage insurance on said premises in the amount that presently exists.
16. ADJUSTMENTS Water and sewer use charges, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount hereof 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 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.
18. BROKER'S FEE There is no broker.
19. BROKER(S) WARRANTY There is no broker.
20. DEPOSIT All deposits made hereunder shall be held in escrow by George Cavanaugh, attorney for the seller, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. Said deposit shall be held in a non-interest bearing account. Said deposit shall be forfeited as liquidated damages in accordance with the provisions of Paragraph 21 if Buyer fails to fulfill the Buyer's agreements herein.
21. BUYER'S DEFAULT If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be Seller's sole remedy at law or in equity. The parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER'S default under this Agreement because it is impossible to compute exactly the damages that would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (a) the deposit hereunder is the best estimate of the damages which would accrue to SELLER in the event of BUYER'S default hereunder; (b) said deposit represents damages and not a penalty against BUYER; and (c) the Parties have had the benefit of counsel with regards to the provisions of this Paragraph 21.
22. BROKER AS PARTY There is no broker.
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 The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has



REPRESENTATIONS he relied upon any warranties or representations not set forth or incorporated in this agreement, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

(a) Seller is duly authorized to execute and perform this Contract and the transactions contemplated herein.

(b) To Seller's knowledge, there are no contracts of any nature (including broker or commission fee arrangements) relating to the Property which are not terminable as of Settlement or if not terminable would be binding on Purchaser as of Settlement.

(c) Seller has no knowledge of any pending or threatened condemnation or similar proceeding affecting any part of the premises.

(d) There are, to Seller's knowledge, no actions, suits, proceedings or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use or operation of any part of the Property, pending or, to Seller's knowledge, threatened in or before any court, agency, commission or board.

(e) ~~All permits, licenses or other approvals or consents required for the operation and use of the Premises have been obtained and are in full force and effect.~~

(f) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or to Seller's knowledge threatened against or contemplated by Seller.

(g) Seller has not to its knowledge received any written notice from any governmental authority that remains unresolved alleging that the Property contains any violations of applicable health, fire, building, safety, environmental, or planning or zoning law ordinances.

(h) All machinery and equipment, furniture, fixtures, and other items of personal property used in the operation of the Seller's business are owned by the Seller free and clear of any liens, claims, and encumbrances. The Seller shall not remove from the Premises any of such items of machinery, equipment, or personal property between the date of this Contract and the Settlement Date, except as may be required for repair or replacement, and replacements shall be of equal quality and quantity and shall be free and clear of any lien or encumbrance.

(i) Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, as amended ("FIRPTA"). At the time of Settlement, the Seller shall execute such instruments, certifications and/or affidavits as Purchaser or its lender or title insurance company reasonably may deem necessary in order to comply with FIRPTA. Seller's tax identification number set forth on the signature page of this Contract is correct.

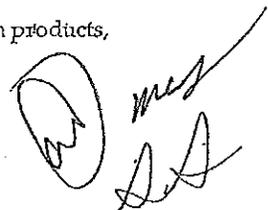
(j) The Seller is the record owner of the premises

(k) There are no pending mortgage foreclosure proceedings against the seller with regard to the premises.

(l) There are no other proceedings, anticipated or in progress that would in any material way, impact adversely on seller's ability to perform on the date of performance.

(m) Seller has no knowledge that there is asbestos or underground storage tank on the premises.

(n) Other than reasonable amount of over-the-counter household and garden products, seller has not buried or stored any hazardous waste on the premises.

Handwritten signature and initials in the bottom right corner of the page.

~~(e) — The premises are not located in a flood zone.~~

25. MORTGAGE CONTINGENCY

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ 725,000 at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before 2014 the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon 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. " Commitment" shall be defined to mean a firm written commitment containing only conditions that can reasonably be met by Buyer. The Buyer shall not be required to apply to more than one institutional mortgage lender or broker to satisfy the diligent efforts requirement. If the BUYER's financing commitment expires or adversely changes during any extension of the closing date requested by the Seller, and the Buyer is unable to obtain an extension of the original mortgage commitment, the Buyer may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER. The obligations hereunder are contingent on the property meeting lender's requirements, including appraisal.

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 canceled, modified or amended only by a written instrument executed by both the SELLER and the 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. CONDITION OF PREMISES

At the time of the delivery of the Sellers deed the premises shall be broom clean and free of trash, debris and personal property not included in the sale. Seller shall continue to maintain the landscaping and mow lawn until closing, and shall maintain and service the Premises and its appurtenances at the same level of effort and expense as the Seller has maintained or serviced the Premises for the Seller's own account prior to the date of this Agreement. The Seller agrees that at the time of the closing all systems of the Premises, including, but not limited to plumbing and electricity and appliances shall be in the same condition as at the time of inspection, reasonable wear and tear excepted. At the closing, Seller agrees to deliver to Buyer all keys and electronic garage door openers to the premises, if any, in the possession or under the control of Seller and any warranties for personal property from the manufacturer in the possession of Seller.

28. LEAD PAINT LAW

Intentionally omitted.

29. SMOKE/CO DETECTORS

Intentionally omitted.

30. INSPECTIONS

Unless the property is connected to a municipal sewer, as a condition of this sale, as required by the Regulation of the Board of Health for the Town in which the property is located and the State Sanitary Code, the Seller named herein shall provide, at Seller's expense, a sanitary system inspection report by a licensed inspector on the DEP form for the property to be sold hereunder. Should the conclusion of this report indicate that the system passes, then the provision of this contingency will be satisfied, and the balance of the agreement will be held in full force and effect. Seller shall provide Buyer at closing a certificate from the Board of Health indicating satisfaction with the report. If the inspection report indicates that the septic system has failed or conditionally passes, the Seller shall upgrade or install a new Title 5 septic system at the premises on or before the date called for delivery of the deed herein. Should the Seller fail to do so or opt not to correct the system, the Buyer may accept the property as is, or, as Buyer's sole remedy at law or in equity, serve written notice to the Seller or Seller's agent, that the

Buyer is terminating this agreement, whereupon all deposits made by the Buyer shall be forthwith refunded and this agreement shall become null and void and without further recourse to the parties hereto.

31. NOTICE CLAUSE

Whenever by the terms of this Agreement, notice shall or may be given either to Buyer or to Seller, such notice shall be deemed to have been given only if in writing and either hand delivered or sent by registered or certified mail, postage prepaid, if intended for the seller or buyer to the address listed in paragraph 1 or to such other address as may be specified by either party to the other by like notice. All notices shall be effective when deposited in the United States mail within the continental United States.

In the event the Parties have a TELEFAX (so called) machine in order to send written documents, Notice shall be deemed given pursuant to this clause if sent by TELEFAX and independent objective evidence is available as to the date and time the Notice was received. Such evidence of proof of timeliness of Notice shall include, but not be limited to, the date and time printed by the TELEFAX machine on the Notice sent if so printed on the Notice at time of sending.

32. ACCESS CLAUSE

Buyers shall have the right, upon execution of this agreement by both Buyer and Seller and delivery to Seller of a certificate of liability insurance, to have complete access to the premises during the term of the Agreement for the purpose of showing the property to prospective lenders/appraisers and conducting inspections and the like. Buyer hereby indemnifies and agrees to hold Seller harmless from any and all damage to the premises and claims for injury to Buyer and Buyer's representatives, contractors, architects, lenders and other invitees.

33. TITLE INSURANCE CLAUSE

Title to the subject premises shall be deemed to be satisfactory and in compliance with the provisions of Paragraph 4 of this Agreement and with other applicable provisions of this Agreement only if a nationally recognized title insurance company is willing to issue to the buyer, upon delivery from seller to buyer of the deed contemplated by this agreement, and upon recordation of such deed, at normal title insurance premium rates, an Owner's title insurance policy insuring fee title in the Buyer free from all exceptions other than those exceptions set forth in Schedule B of the ALTA Form policy and Paragraph 4 of this Agreement.

34. AGREEMENT TO EXECUTE AND DELIVER CLAUSE

Seller agrees to execute at time for performance such true affidavits and indemnifications as are customarily required of Seller of real estate by Buyers Mortgagee or by any nationally recognized title insurance company intending to issue a title insurance policy for the benefit of Buyer and/or Buyer's mortgagee including, without limitation, a) an affidavit and indemnification to the Buyer's Title Insurance Company indicating that there are no persons in the possession of the unit and indemnifying the title insurance company against claims of workmen and materialmen under statutory liens, all as of the date of closing, and indicating the residential nature of the premises, b) UFFI certification, and c) an affidavit pursuant to Section 1445 (b) (2) of the Internal Revenue Code to establish that Seller is not a "foreign person" within the meaning of that section c) Affidavits relative to homesteads in accordance with MGL chapter 188 section 13.

35. NONCONFORMITY CLAUSE

Without limiting the requirement that Seller convey a good and clear record and marketable title as set forth in Paragraph 4 herein, title to the premises shall not be deemed to conform with the requirements thereof unless:

- (a) Buyer's survey or mortgage plot plan (if any) indicate that no structures and/or improvements on the premises encroach upon adjacent properties;
- (b) That no structures on abutting properties encroach upon the premises;
- (c) The premises have vehicular and pedestrian access to a public way.



36. MUNICIPAL ASSESSMENTS Seller shall pay and discharge at or before closing, any assessment of any public or taxing authority that affects or is a lien upon the premises, of record prior to this agreement; this applies to but is not limited to assessments as to which an installment method of payment was previously elected. This provision shall survive the delivery of the deed.
37. RECORDING COSTS Seller shall pay for the necessary documentary stamps at closing and for the cost of recording any instruments required to clear title. Buyer shall pay for the recording of the deed (not including documentary stamps), any mortgages, and any other instruments to be recorded.
38. REBA STANDARDS CLAUSE Any title or practice matter arising under or relating to this agreement which is the subject to a title or practice standard of the Real Estate Bar Association at the time for delivery of the deed contemplated hereunder shall be governed by such title or practice standard, as the case may be, to the extent applicable.
39. FORM 1099-S CLAUSE The parties agree to execute at closing completed I.R.S. Form 1099-S, and any other related documents as required by law or deemed reasonably necessary by the Buyers Attorney.
40. CORRECTIONS CLAUSE If any error or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within 120 days of the date of delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. Each party agrees to execute any document reasonably required by Buyer's Attorney to confirm re-execution of documents to correct errors and omissions.
41. CONFORMING STRUCTURES ~~Sellers warrant and represent that all structures on the premises and use are in compliance with all zoning ordinances and that no suits, claims, or causes of actions are pending or anticipated concerning said structures. Seller does hereby indemnify and hold harmless the Buyer from all damages, costs, and expenses, including reasonable attorney's fees, incurred in defending or settling such matters. This paragraph shall survive the delivery of the deed.~~
42. MECHANICS LIENS Sellers agree that if any mechanics' or materialmen's liens with respect to work done on the premises on Sellers' behalf are recorded after the delivery of the deed, Sellers will promptly cause such liens to be duly discharged of record. Sellers agree to indemnify and hold Buyer harmless from and against any cost, loss, damage or expense, including reasonable attorneys' fees, if any, arising out of or relating to any such liens being placed on said premises. The provisions of this paragraph shall survive delivery of the deed.
43. LIMITED POWER OF ATTORNEY Any party who is represented by an attorney hereby appoints said attorney as his/her/their attorney in fact for the limited purpose of signing any documents extending any time for performance hereunder.
44. ARREARAGES It is understood and agreed that the Buyer is the nominee of ADIE LLC a prior tenant of Seller which owes Seller certain monetary obligations under a lease and an asset purchase agreement totaling \$126,082.42. Buyer agrees to pay the balance of \$35,000 due under the asset purchase agreement and all arrearages under the lease and asset purchase agreement, currently consisting of unpaid rent in the amount of \$37,305, electric charges in the amount \$3070.98, direct energy charges in the amount of \$2950.87, insurance payments in the amount of \$7932.60, real estate taxes in the amount of \$10,109.76 for fiscal year 2013, real estate taxes in the amount of \$11,059.34 for the period July 1, 2013 through June 30, 2014 and additional real estate taxes of \$430.77 including unpaid water charges, water charges from October 28, 2013 through April 1, 2014 \$10,413.67 and the Horizon beverage bill in the amount of \$6333.99.



In addition, Buyer Will continued to pay monthly lease payments in the amount \$4145 each month until the purchase is completed and assume liability for ongoing real estate taxes, sewer and water bills, personal property taxes and insurance until the purchase is completed.

45. EXTENSION

The Buyer may extend the date of closing for a period or periods of up to six months in order to enable the Buyer to obtain proper mortgage financing or necessary permits to allow redevelopment of the property, provided that the Buyer continues to pay all rental and ongoing real estate taxes, sewer and water bills, personal property taxes and insurance cost.

46. UNIT PURCHASE

If the Buyer is successful in constructing multifamily housing units on the premises, then the Buyer grants to the Seller the right to purchase a unit at the price of 15% over the cost of the unit. The right shall be exercised by written notice from the Seller to the Buyer indicating that the Seller is exercising the right and listing four of the units in which the Seller has interest. Buyer shall then choose one of the units for transfer. The Buyer shall give written notice to the Seller upon substantial completion of the construction the cost of all units and that the Seller has 14 days to choose the four units of interest. Upon receipt of the four units of interests, the Buyer shall notify the Seller within seven days which unit will be sold. The Seller shall have 60 days thereafter to complete the purchase. If the Seller shall fail to notify the Buyer of the units chosen within said 14 days or once the unit has been chosen fails to complete the purchase within said 60 days, then it shall be conclusively established that the Seller has waived their rights hereunder. The provisions of this paragraph shall survive delivery of the deed.

47. ENCUMBRANCES

Seller agrees to not further encumber the property during the term of this agreement.

Witness Our Hands and Seals.

*Chanel Myers* BPJC LLC  
BUYER

*Christopher D. Wise*  
BUYER

SELLER

SELLER

Paragraph 46 is modified to read as follows:

The seller shall have the right to purchase the unit closest to their home on the terms specified above.

*Michael W. Santos*  
Michael W. Santos

BPJC, LLC, by  
*Chanel Myers*  
Christopher D. Wise  
Manager

*Sharon A. Santos*  
Sharon A. Santos

*Chanel Myers*  
*Christopher D. Wise*

OR 77

WISE LIVING DEVELOPMENT LLC  
P.O. BOX 785  
CHATHAM, MA 02633-0785

Sovereign Bank, N.A.  
PART OF THE SANTANDER GROUP  
5-7515-110

Security features. Details on back.

TO THE ORDER OF Michael W. Gambos and Shrum A. Gambos

Ten thousand and 26 thousand 82 Dols 49/100

\$ 126,082.49

DOLLARS

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

0 Deposit 300 Broadway St.

⑆002296⑆ ⑆01075150⑆ 56900017890⑆

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHICH THE PAPER AND ORIGINAL DOCUMENT SECURITY SCREENING BACKSWAT READ (COC SECURITY) CAN BE SEEN

ROBERT F. SMITH, ESQ.  
IOLTA ACCOUNT  
610 MAIN STREET (ROUTE 28)  
P.O. BOX 1101  
DENNIS (PORT), MA 02639

Citizens Bank  
5-7017/2110

7517

PAY TO THE ORDER OF GEORGE CAVANAUGH ATTORNEY - ESCROW

TEN THOUSAND and 00/100

\$ 10,000.00

DOLLARS  
Security features  
included.

EXTENSION OF TIME FOR PERFORMANCE

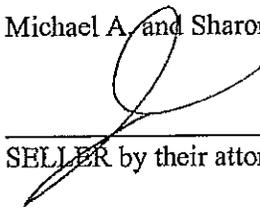
RE: Purchase and Sale Agreement  
between  
Michael A. and Sharon A. Santos, Trustees as Seller ("Seller")  
And  
BPJC LLC as Buyer ("Buyer")  
dated September 2, 2014  
For 350 Bradford Street, Provincetown, Massachusetts

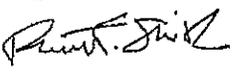
The Date of Performance as stated in Paragraph 8 is extended until 11:00 o'clock AM on April 2, 2015, time still being of the essence of this agreement as extended.

In all other respects the said Purchase and Sale Agreement is hereby ratified and confirmed.

This extension, executed in multiple counterparts is intended to take effect as a sealed instrument.

Michael A. and Sharon A. Santos, Trustees BPJC LLC

  
\_\_\_\_\_  
SELLER by their attorney

  
\_\_\_\_\_  
BUYER by its attorney

QUITCLAIM DEED

I, KAREN B. KATZEL, Trustee of the KAREN B. KATZEL LIVING TRUST u/d/t dated March 23, 2000 and recorded with the Barnstable County Registry of Deeds at Book 13018, Page 108, with a usual address of 447 Commercial Street, Provincetown, Massachusetts 02657,

for consideration of Two Hundred Seventy-four Thousand Nine Hundred One and 38/100 (\$274,901.38) DOLLARS paid,

grant to Michael W. Santos and Sharon A. Santos, Trustees of the Whistle-Stop Realty Trust u/d/t dated July 26, 2001 and recorded with the Barnstable County Registry of Deeds herewith, with a mailing address of P.O. Box 805, Provincetown, Massachusetts 02657

with QUITCLAIM COVENANTS,

A certain parcel of land with the buildings thereon located in Provincetown, Barnstable County, Massachusetts being shown on a plan entitled "Plan of Land at Paradise Village in Provincetown, Mass., to be conveyed to Basis P. Santos" by Schofield Bros. C.E. dated June, 1947, which plan is recorded with the Barnstable Registry of Deeds in Plan Book 78, Page 97, said land is bounded and described as follows:

Beginning at the southeasterly corner thereof, at land now or formerly owned by Ella Doty and the State Highway, known as Bradford Street;

thence running westerly by said Bradford Street one hundred forty-four and 35/100 (144.35) feet by the arc of a curve whose radius is 889.84;

thence continuing by said Bradford Street N 64 39' 30" W forty-nine (49) feet;

thence turning and running northerly along land now or formerly of Helen L. St. Amand N 0° 47' 30" E one hundred ninety-three (193) feet;

thence turning and running S 85° 35' 00" E one hundred eighty-four and 25/100 (184.25) feet along land of said St. Amand;

thence turning and running S 0° 47' 30" W two hundred forty-five and 79/100 (245.79) feet along land of said Doty to the point of beginning.

Containing according to said plan an area of one (1) acre, more or less.

Excluded from this conveyance is the parcel of land conveyed to Basil P. Santos by deed dated April 26, 1991 and recorded with the Barnstable County Registry of Deeds, Book 7647, Page 29.

I hereby certify that I am the sole Trustee of the above Trust; the Trust has not been altered, amended, revoked or terminated, and I have the power and authority pursuant to the Trust to

350 Bradford Street, Provincetown, Barnstable County, MA

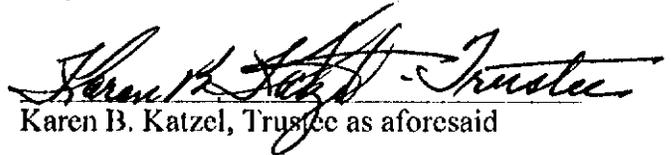
sell the property herein described.

Said premises are subject to the restrictions as set forth in deed from Helen St. Amand to Basil P. Santos dated June 16, 1947 recorded with said deeds in Book 673, Page 41, and subject to all matters of record, including all outstanding mortgages and real estate taxes, which the grantees expressly agree to assume.

For title see Barnstable County Registry of Deeds, Book 13018, Page 162.

Property Address: 350 Bradford Street, Provincetown

WITNESS my hand and seal this 26th day of July, 2001.

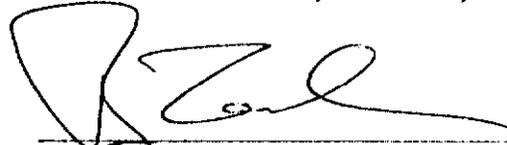
  
Karen B. Katzel, Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

July 26, 2001

Then personally appeared the above-named Karen B. Katzel, Trustee as aforesaid, and acknowledged the foregoing instrument to be her free act and deed, before me,



Notary Public  
My commission expires:

Benjamin E. Zehnder, Esq.  
My Commission Expires  
October 31, 2004

**CANCELLED**  
BARNSTABLE COUNTY  
REGISTRY OF DEEDS  
COUNTY EXCISE TAX

**CANCELLED**  
REGISTRY OF DEEDS  
REG #  
BARNSTABLE

DATE 07.27.'01 FRI  
TAX \$627.00  
TOTAL \$627.00  
CASH \$627.00  
CLERK 1 NO.022558  
TIME 14:58 1111

07/27/01 3:02PM 01  
000000 #6188  
FEE \$940.50  
CASH \$940.50

487-50

PLAN BOOK 259 PAGE 69

PLAN BOOK 214 PAGE 25  
JANET W. COSTA  
PARCEL 3

MAUDE B. MILLER  
PARCEL 4

BASIL P. UX  
LOT 1  
PLAN BOOK 443 PAGE 92

PARCEL 2  
Area = 2231 ± sq. ft.

THE SANDBARS I  
CONDOMINIUM  
LOT 1  
PLAN BOOK 448 PAGE 65

THE SANDBARS II  
CONDOMINIUM  
LOT 2  
PLAN BOOK 448 PAGE 65

THE SANDBARS IV  
CONDOMINIUM  
LOT 4  
PLAN BOOK 451 PAGE 51

MICHAEL W. SANTOS  
ET UX  
LOT 2  
PLAN BOOK 443 PAGE 92

JOHN WILSON PERRY  
ET AL  
PARCEL A B B  
PLAN BOOK 173 PAGE 75

PARCEL 1  
Area = 39,188 ± sq. ft.

NORMAN E. ZINBERG  
ET AL

BRADFORD STREET A STATE HIGHWAY 50' WIDE

NOTE: PARCEL 2 IS TO BE CONVEYED TO  
BASIL P. SANTOS ET UX - LOT 1.

NOTE: ( ) DENOTES RECORD INFORMATION.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED  
IN CONFORMITY WITH THE RULES AND REGULATIONS  
OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH  
OF MASSACHUSETTS.

APPROVAL UNDER THE SUBDIVISION  
CONTROL LAW NOT REQUIRED; REF:  
CHAR 41, SEC. 81-P, G.L.  
PROVINCETOWN PLANNING BOARD:

*William N. Rogers*  
*Robert J. Phelan*  
*Robert A. Miller*  
*James A. Gaskill*

REFERENCE: PLAN BOOK 78 PAGE 97  
DEED BOOK 6833 PAGE 280

SCALE OF FEET  
0 5 20 40

PLAN OF LAND  
IN  
PROVINCETOWN

as surveyed for  
**RCR REALTY TRUST**

SCALE: 1 IN. = 20 FT. MAY, 1991

WILLIAM N. ROGERS  
PROFESSIONAL  
CIVIL ENGINEERS & LAND SURVEYORS  
OFF CEMETERY ROAD, PROVINCETOWN, MASS.



W.N.R. 7/2/91  
P.L. 5/1/91





# **TAB 5**



February 18, 2015

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

**RE: BPJC, LLC for Wise 40(B) Project, 350 Bradford Street Provincetown, MA 02657**

Dear Mr. Watson:

The borrower is a new entity to us, BPJC, LLC. However, the main member of this LLC is J. Bruce MacGregor and his family trust, JBM Family Limited Partnership. Mr. MacGregor is the General Partner of the JBM Family Limited Partnership. I have done business with Mr. MacGregor, both at my current Bank and my previous Bank for over 20 years. Our current Bank has issued several loans to Mr. MacGregor, and the various entities that he creates to own and operate these projects. Our loans, open and paid in full, have, for the most part, have been real estate based. All the loans have been paid As Agreed.

The proposed project is in the easterly end of Provincetown, Mass. The site is approximately 38,000 square feet. The site has been a restaurant since at least the 1950's starting out as a Howard Johnson's. The existing structure will be razed and in its place will be constructed 24 unit residential condominiums in one 2.5 story building. Within the 24 units, 6 units will be deed restricted affordable units. The remaining 18 units will be market rate. There will be onsite parking for all of the units with parking under the building.

This letter will confirm that The Cooperative Bank of Cape Cod is a member of the Federal Home Loan Bank of Boston. We have access to the New England Fund. Cooperative Bank of Cape Cod has an interest in pursuing the financing for the project once it is approved and permitted. If we ultimately approve the loan request, the Bank will fund the project with NEF funds.

If you have any questions, please do not hesitate to give me a call at 508-568-1217 or e-mail at [psmith@mycapecodbank.com](mailto:psmith@mycapecodbank.com).

Sincerely yours:

P.Q. Smith  
Vice President

Commercial Loan Department  
695 Attucks Lane ♦ Hyannis, MA 02601  
(508) 568-3200 or (800) 641-1100  
[www.mycapecodbank.com](http://www.mycapecodbank.com)

Atlantic  
Bay



Sotheby's  
INTERNATIONAL REALTY

108 Commercial Street  
Provincetown, MA 02657  
t 508.487.2430  
f 508.487.6571  
atlanticbaysir.com

February 10, 2015

Mr. Christopher D. Wise, CEO  
Wise Living

Re: 350 Bradford Street, Provincetown

Dear Mr. Wise,

Thank you for contacting me in regards to marketing your upcoming development at 350 Bradford Street in Provincetown. Our team is the #1 selling office in Provincetown, and we work with many developers bringing new construction to the market.

I have reviewed your plans and specifications and have also researched the recent comparables as well as the market trends for the past several years. The data shows that there is most demand for 2BR units, followed by 1BR units, and new construction does very well in competition with existing housing stock. Therefore, your proposed mix of 9 2BR, 6 1BR and 3 3BR seems to be in line with market demand.

In Provincetown, though we use price per square foot averages when valuing property, there are other factors that weigh more heavily into our assessments: distance from the center of town, distance from the ocean, level of finishes and amenities, newness of construction.

In looking at the comparables (see next page) we would value the 1BRs at an average of \$570,000, the 2BRs at \$760,000 and the 3BRs at \$864,000.

Please do not hesitate to call me if I can be of further assistance.

Sincerely,

Emily Flax  
Broker Owner

# CMA Report

Sorted by Price (asc)

Listings as of 02/10/15 at 2:44pm

Property Type Condominium Town Provincetown Status Sold (1/1/2014 or after) Price 500,000 or more Bedrooms 1, 2, 3, 4

**CONDOMINIUM**

**SOLD Properties**

| Address                | Village         | Map | Bd | Bth     | SqFt                | LotSz       | Year | Date     | DOM/CDOM           | Orig Price | List Price | Selling Price         | SP % LP |
|------------------------|-----------------|-----|----|---------|---------------------|-------------|------|----------|--------------------|------------|------------|-----------------------|---------|
| 12 Atwood Ave #B       | Provincetown    |     | 1  | 1 (1 0) | 696                 | 0.9990ac    | 1930 | 09/10/14 | 155/155            | 525,000    | 525,000    | 505,000               | 96.19   |
| 98 Commercial St #U1   | Provincetown    |     | 1  | 1 (1 0) | 570                 | 8567sf      | 1900 | 05/09/14 | 51/51              | 550,000    | 550,000    | 525,000               | 95.45   |
| 5 Cottage St #1        | Provincetown    |     | 1  | 2 (1 1) | 880                 | 9583.0000ac | 1876 | 09/12/14 | 115/115            | 567,800    | 567,800    | 550,000               | 96.37   |
| 77 Commercial St #1    | Provincetown    |     | 1  | 1 (1 0) | 437                 | 17424sf     | 1880 | 02/13/14 | 162/162            | 579,000    | 579,000    | 560,000               | 96.72   |
| 67 Commercial St #2    | Provincetown    |     | 1  | 1 (1 0) | 455                 | 3049sf      | 2014 | 09/11/14 | 78/78              | 599,000    | 599,000    | 585,000               | 97.66   |
| 481 Commercial St #2   | Provincetown    |     | 1  | 1 (1 0) | 487                 | 7840sf      | 1900 | 09/08/14 | 38/38              | 645,000    | 645,000    | 627,500               | 97.29   |
| 67 Commercial St #3    | Provincetown    |     | 1  | 1 (1 0) | 475                 | 3049sf      | 2014 | 08/13/14 | 39/39              | 699,000    | 699,000    | 695,000               | 99.43   |
| 385 Commercial St #4   | Provincetown    |     | 1  | 2 (1 1) | 633                 | 5227.0000ac | 2004 | 10/29/14 | 124/124            | 875,000    | 875,000    | 850,000               | 97.14   |
| <b>Listing Count 8</b> | <b>Averages</b> |     |    |         | 579                 |             |      |          | 95.95              | 629,975    | 629,975    | 612,188               | 97.18   |
|                        |                 |     |    |         | <b>High 850,000</b> |             |      |          | <b>Low 505,000</b> |            |            | <b>Median 572,500</b> |         |

**Report Count 8**

**Report Averages**

Property Type Condominium Town Provincetown Status Sold (1/1/2014 or after) Price 675,000 or more Bedrooms 2, 3, 4

**CONDOMINIUM**

**SOLD Properties**

| Address                   | Village         | Map | Bd | Bth     | SqFt                | LotSz       | Year | Date     | DOM/CDOM           | Orig Price | List Price | Selling Price         | SP % LP |
|---------------------------|-----------------|-----|----|---------|---------------------|-------------|------|----------|--------------------|------------|------------|-----------------------|---------|
| 57 West Vine St #B        | Provincetown    |     | 2  | 3 (2 1) | 1,300               | 7840.0000ac | 2013 | 01/23/15 | 93/93              | 749,000    | 749,000    | 692,250               | 92.42   |
| 361-B Commercial St #B    | Provincetown    |     | 2  | 1 (1 0) | 880                 | 4791sf      | 2007 | 06/09/14 | 53/2034            | 699,000    | 699,000    | 696,500               | 99.64   |
| 4 Bradford St #1          | Provincetown    |     | 2  | 2 (2 0) | 1,000               | 6969.0000ac | 1800 | 08/26/14 | 118/118            | 785,000    | 785,000    | 743,750               | 94.75   |
| 5 School St #2            | Provincetown    |     | 2  | 3 (2 1) | 960                 | 7840.0000ac | 2014 | 12/19/14 | 137/153            | 799,000    | 799,000    | 760,000               | 95.12   |
| 10 Prince St #2           | Provincetown    |     | 2  | 3 (3 0) | 1,404               | 0.1300ac    | 2013 | 11/20/14 | 96/384             | 799,000    | 775,000    | 762,500               | 98.39   |
| 4 Bradford St #2          | Provincetown    |     | 2  | 2 (2 0) | 1,100               | 6969sf      | 1800 | 07/09/14 | 84/84              | 799,000    | 799,000    | 780,000               | 97.62   |
| 19 Tremont St #3          | Provincetown    |     | 2  | 3 (2 1) | 1,148               | 8276.0000ac | 1920 | 01/15/15 | 130/130            | 899,000    | 799,000    | 786,000               | 98.37   |
| 21 Bradford Street EX #12 | Provincetown    |     | 2  | 3 (2 1) | 1,400               |             | 2012 | 06/20/14 | 646/646            | 895,000    | 815,000    | 795,000               | 97.55   |
| 5 School St #1            | Provincetown    |     | 2  | 3 (2 1) | 974                 | 7840.0000ac | 2014 | 12/31/14 | 153/153            | 849,000    | 849,000    | 850,000               | 100.12  |
| 5 School St #3            | Provincetown    |     | 2  | 3 (3 0) | 1,420               | 7840.0000ac | 2014 | 12/08/14 | 158/158            | 899,000    | 899,000    | 899,000               | 100.00  |
| <b>Listing Count 10</b>   | <b>Averages</b> |     |    |         | 1,158               |             |      |          | 167.395            | 817,200    | 796,800    | 776,500               | 97.45   |
|                           |                 |     |    |         | <b>High 899,000</b> |             |      |          | <b>Low 692,250</b> |            |            | <b>Median 771,250</b> |         |

**Report Count 10**

**Report Averages**

Property Type Condominium Town Provincetown Status Sold (1/1/2014 or after) Price 775,000 or more Bedrooms 1, 2, 3, 4

**CONDOMINIUM**

**SOLD Properties**

| Address                        | Village         | Map | Bd | Bth     | SqFt                | LotSz        | Year | Date     | DOM/CDOM           | Orig Price | List Price | Selling Price         | SP % LP |
|--------------------------------|-----------------|-----|----|---------|---------------------|--------------|------|----------|--------------------|------------|------------|-----------------------|---------|
| 125 Bradford Extension St #402 | Provincetown    |     | 3  | 3 (2 1) | 1,515               | 13068.0000ac | 2006 | 10/30/14 | 277/652            | 829,000    | 829,000    | 797,000               | 96.14   |
| 501 Commercial St #1A          | Provincetown    |     | 3  | 3 (3 0) | 1,505               | 34412.0000ac | 1900 | 08/27/14 | 316/316            | 899,000    | 899,000    | 850,000               | 94.55   |
| 21 Bradford Street EX #14      | Provincetown    |     | 3  | 4 (4 0) | 2,260               |              | 2013 | 04/24/14 | 277/277            | 995,000    | 995,000    | 953,750               | 95.85   |
| <b>Listing Count 3</b>         | <b>Averages</b> |     |    |         | 1,760               |              |      |          | 290/415            | 907,667    | 907,667    | 866,917               | 95.51   |
|                                |                 |     |    |         | <b>High 953,750</b> |              |      |          | <b>Low 797,000</b> |            |            | <b>Median 850,000</b> |         |

**Report Count 3**

**Report Averages**

Presented By: Emily Flax, Atlantic Bay Sotheby's Int'l R Phone: 508-487-2430 x115

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# TAB 6

# Christopher D. Wise

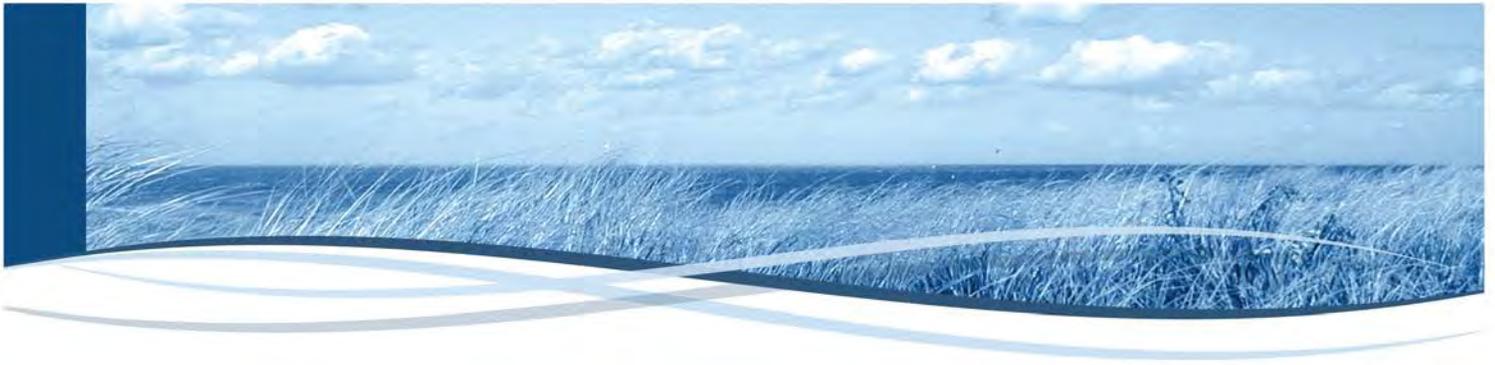
Christopher Wise, founder and CEO of Wise Living, is a New England native and has lived much of his life in Massachusetts. He began developing housing on Cape Cod in 1985.

Chris developed the Wise Living concept in response to his Grandmother's retirement needs. In aiding her with her search for a retirement solution, Chris built his first independent living community in Chatham, MA in 1990, "The Chatham House".

Since then, Chris has presided over the development of six independent living communities two of which are located in Chatham, and one each in Orleans, Harwich, Harwich Port and Falmouth. Chris also has a fully permitted independent living project in Woods Hole awaiting development. Wise Living is headquartered in Chatham MA and has over 40 employees.

Chris is committed to the preservation of community and has served on the following boards:

- Housing Assistance Corporation Board of Directors for 4 years, participated on the Business & Philanthropy Committee and Workforce Housing Task Force
- Hospice & Palliative Care of Cape Cod Board of Directors for over 12 years, serving the last 2 years as Chairman of the Governance and Nominating Committee
- Cape Cod Foundation for 3 years
- Board of Directors of the American Red Cross, Hyannis Chapter
- Historic Business District Commission of Chatham, MA.



## Company Profile

Coastal Engineering Co., Inc. is a provider of land surveying, civil engineering, structural engineering, marine/waterfront engineering, land-use planning and permitting, and environmental permitting services. Based on Cape Cod, a region of significant environmental exposure and sensitivity, we are exceptionally experienced in:

- Onsite wastewater treatment and disposal in environmentally sensitive areas
- Stormwater management using LID (Low Impact Development) techniques
- Shorefront protection
- Structural engineering in high wind areas
- Environmental permitting

Since our founding in 1976, we have expanded our staff and broadened our expertise to keep abreast of the increasing environmental concerns and government regulations that affect our clients and the communities in which we practice. Coastal Engineering understands the intricacies of the federal, state, and local regulations that affect our clients' projects, and has developed cooperative working relationships with the various regulatory agencies.



Coastal Engineering is committed to providing designs and solutions that are right for the community and for our clients. That may be the reason more than half of our clients have done business with us before. Our clients include:

- Homeowners
- Developers and Contractors
- Business Owners
- Design Professionals and Attorneys
- Town, State, and Federal Agencies
- Non-profit Agencies
- Public Utilities and Municipalities

At Coastal, we take pride in designing solutions that are cost effective, constructible, and responsible. We know that our clients' projects are very important to them, no matter how small. Accordingly, every project is overseen by a project manager with many years of experience to guide the client through the planning, design, permitting, and construction phases of their project.



## Civil Engineering

### Our approach

Coastal Engineering has been providing civil engineering services to public and private clients for more than 35 years. Whether a residential project or a large-scale, commercial or institutional development, attention to the details can be the difference in making a project a success.

Coastal Engineering pays attention to the details. Preparing designs that are constructible has always been a hallmark of Coastal Engineering.

Our engineers use their experience and ingenuity to prepare designs that meet today's tough environmental standards, while being ever mindful of the construction logistics and the construction costs associated with implementing our designs. In essence, we value engineer every project before it goes to bid.



### Our services

Civil engineering services include:

- Project Feasibility and Site Development
- Road Design
- Stormwater Management
- Sewage Disposal System
- Wastewater Treatment Plant Design
- Water Supply Testing and Hydrogeology
- Soil Evaluation and Geotechnical Services



## David J. Michniewicz, P.E.

*Director - Civil Engineering and Surveying Department*

David J. Michniewicz, P.E., is a principal owner, Vice-President, and Director of the Civil Engineering and Surveying Department of Coastal Engineering Co., Inc. He is the principal-in-charge of the company's civil engineering and surveying projects, responsible for overseeing a wide array of state, municipal, commercial, and residential projects. He also serves as a project manager on special projects.

Mr. Michniewicz has more than 37 years of civil and environmental engineering experience, all with Coastal Engineering. He is highly experienced in site planning and environmentally responsible site development, roadway and parking design, stormwater management using Best Management Practices and Low Impact Development techniques, flood mitigation, municipal water and sewer systems, and sewage treatment and disposal, system design, including Title 5 septic systems, Innovative/Alternative treatment systems, and large-scale wastewater treatment plants.

Mr. Michniewicz also has extensive experience in environmental and land-use permitting with state, county and municipal agencies, including zoning boards, planning boards, boards of health, Cape Cod Commission, Massachusetts Department of Environmental Protection, Massachusetts Department of Energy and Environmental Affairs, and Massachusetts Department of Transportation.

Mr. Michniewicz's project experience includes municipal buildings, schools, shopping centers, resort hotels, retail and office buildings, banks, multi-family and affordable housing developments, subdivisions, roadways, and single family dwellings.

### Education

University of Massachusetts at Amherst, Bachelor of Science, Civil Engineering–1977

### Continuing Education

- Real Estate and Construction Issues for Schools in Massachusetts Seminar
- Zoning and Land Use in Massachusetts Seminar
- Erosion and Sediment Control Workshop
- Porous Asphalt Pavement Seminar
- MALSCE – Stormwater Management Seminar
- Nitrogen Removal: On-site Wastewater Systems Seminar
- Managing Small Scale, Alternative & On-Site Wastewater Systems Seminar
- OSHA Construction Safety and Health Training Course

### Registrations and Professional Affiliations

- Registered Professional Civil Engineer--Massachusetts Registration No. 31493
- Massachusetts Approved Title 5 Soil Evaluator
- Massachusetts Certified Title 5 System Inspector
- American Society of Civil Engineers, Member
- National Society of Professional Engineers, Member
- Water Environment Federation



## **Martin R. Donoghue, P.E., LEED AP BD&C**

*Senior Civil Project Engineer*

Years of Experience: Over 29 years of experience.

Martin R. Donoghue, P.E. has more than twenty-nine years of experience in civil and environmental engineering, including engineering design and project management for numerous state, municipal, commercial, and residential projects. Responsibilities include the design of site plans, sanitary sewage conveyance systems, stormwater drainage systems including the application of stormwater Best Management Practices, parking facilities, roadways, water systems, subdivisions, utilities, and on-site sewage disposal and advanced treatment systems. Additional experience includes waterfront engineering, construction site erosion control measures, wetland replication, site evaluation, planning for land development, and environmental permitting on the federal, state, and local levels.

### **Educational Background**

- University of Massachusetts at Amherst, Bachelor of Science, Civil Engineering-1983

### **Continuing Education**

- MALSCE - Stormwater Management Seminar
- MACC – Basic Wetland Delineation Workshop
- SWCS – Erosion and Sediment Control Workshop
- SWCS – Stormwater Quality Workshop
- MALSCE – Boundary Surveys A-Z Seminar
- The Green Roundtable – LEED Project Management

### **Registrations and Professional Affiliations**

- Registered Professional Civil Engineer: Massachusetts Registration No. 35909
- Registered Professional Civil Engineer: New Hampshire Registration No. 2792
- Massachusetts Approved Title 5 Soil Evaluator
- Massachusetts Certified Title 5 System Inspector
- Massachusetts Certified Wastewater Treatment Plant Operator, Grade 4M
- Member of Board of Director for Massachusetts Association of Land Surveyors and Civil Engineers (MALSCE)
- USGBC - LEED AP, BD & C (Leadership in Energy and Environmental Design Accredited Professional with specialty credentials in Building Design & Construction)



## **Tarja L. McGrail, P.E.**

*Project Manager*

Years of Experience: More than 12 years of civil engineering experience, including 8 years with Coastal Engineering Co., Inc.

Tarja McGrail has more than twelve years of experience in civil and environmental engineering of commercial, municipal, and residential projects. She has extensive experience in the design and preparation of site plans for sanitary sewage conveyance systems; Title 5 and advanced treatment sewage disposal systems; stormwater drainage systems utilizing stormwater best management practices and LID techniques; roadway and parking facilities; water systems; utilities; and subdivisions. In addition to her design experience, Tarja has provided review of stormwater system designs and plans from several municipalities and has assisted towns in the development of stormwater management regulations.

### **Educational Background**

- University of Massachusetts at Amherst, Bachelor of Science in Civil Engineering - 2003

### **Continuing Education**

- MALSCE – Stormwater Management Seminar
- OSHA – Construction Safety Health

### **Registrations and Professional Affiliations**

- Registered Professional Civil Engineer: Massachusetts Registration No. 47593
- Massachusetts Approved Title 5 Soil Evaluator

# FIRM PROFILE

EGA is an architectural design and planning firm that was founded in 1966 with the commitment to offer only the highest levels of design service to its clients. While EGA has provided architectural services for a diverse listing of project types, the firm's primary practice is the study and design of senior living environments. This has been the foundation and focus of the practice from the firm's inception. Today, with an office on the North Shore in Newburyport, Massachusetts, EGA is a nationally recognized leader in the senior living field with a continuing commitment to excellence in design and service to its clients.

Chairman of EGA, Charles Griffin, joined the firm in 1967 as a young intern. Gerry Menke came aboard in the early 1980's and today is the CEO. Peter Schmidt has been with the firm since 1995 and is President. Together Chuck, Gerry, and Peter have logged nearly 100 years at EGA, involved in the sole practice of the firm: **Senior Living Environments.**

EGA designed its first Continuing Care Retirement Community in 1966. Since that youthful initiation into the seniors market, the vast majority of EGA's work has been the design of Continuing Care Retirement Communities, Assisted Living Facilities, Long-Term Care Facilities, Alzheimer's Units and Hospices. In more than 150 senior projects, over 20,000 dwelling units in 17 states have been designed by EGA. Working with visionary clients, we have long been involved in the development and evolution of new ideas and better ways to serve the needs of the elderly. Our innovative and sensitive designs have helped define senior living as it exists in the U.S. today.

Working mostly with nonprofit volunteer boards, but also nationally renowned clients such as Atria Senior Living, Marriott, Sunrise, the Masons of CT and MA and Kapson Senior Quarters, EGA has seen just about every kind of budget, program, big project, small project, good idea and bad idea that

can be imagined. This uncommon resume is the foundation that allows EGA to provide thoughtful and appropriate responses to the complicated problems of developing senior living projects.

EGA is client focused and goals oriented. We strongly embrace resident centered design across all of the levels of care our projects encompass.

EGA has received many awards for our designs from the American Institute of Architects (AIA), Leading Age (formerly American Association of Homes and Services for the Aging - AAHSA) and the National Association of Home Builders (NAHB). EGA was one of the 16 founding members of the National Association of Senior Living Industries (NASLI), is an affiliate member of the American Association of Homes and Services for the Aging (AAHSA) and a member of the Assisted Living Facility Association of America (ALFAA). Charles Griffin, Chairman of EGA, was a founding board member of MASS ALFA.



EGA - Newburyport Office

## FIRM PROFILE



EGA - Newburyport office



EGA - Newburyport office

EGA is client oriented and resident centered. We believe strongly that the design of a seniors' project needs to evolve around the needs and wishes of the residents. We also believe that the only way to afford this much-needed approach is to design and develop an efficient operational platform for staff. Our experience has been that health care providers are generally worth their weight in gold, not only for the care provided, but also for the personal connections and bonds developed between residents and staff. If we are able to develop a more efficient service platform, staff usually has more time for personal interaction with the residents, developing into a much more compassionate and valuable experience for both. We have achieved this in our past projects with quite varied programs and design approaches.



# RESUME

## GERALD B. MENKE, AIA

LEED® AP

### CHIEF EXECUTIVE OFFICER

#### EDUCATION

Iowa State University; Bach. of Arts in Architecture; 1981  
Iowa State University; Bach. of Architecture; 1982

#### PROFESSIONAL HISTORY

EGA, PC., Newburyport, MA;  
2005-present  
*Chief Executive Officer*

EGA, PC., Newburyport, MA;  
1999-2005  
*Senior Vice President/Principal*

Engelbrecht & Griffin Architects., Newburyport, MA;  
1985-1999  
*Senior Associate/Senior Architect*

James W. Wilkins, Architect and Planner, Des Moines, IA; 1984-1985  
*Intern Architect*

Engelbrecht & Griffin Architects, Des Moines, IA; 1982-1984  
*Intern Architect*

#### STATE REGISTRATIONS

|               |               |
|---------------|---------------|
| Connecticut   | Georgia       |
| Indiana       | Rhode Island  |
| Maine         | Massachusetts |
| New Hampshire | New Jersey    |
| New York      | Pennsylvania  |

#### PROFESSIONAL MEMBERSHIPS

National Council of Architectural Registration Boards (NCARB)

LeadingAge Massachusetts

Massachusetts Assisted Living Facilities Association (MASS-ALFA)

International Code Council (ICC)

#### SUMMARY

*In Gerry's 30+ years with the firm, he has operated as the Design Architect for the majority of EGA's projects and is currently CEO. Gerry has a strong background in design through construction administration that he contributes to each project. Gerry's experience and design ability enables him to understand client objectives and helps to guide the project to successful conclusions.*

#### PROJECT DESIGN

The following are just a few of some examples of Gerry's design work:

- |   |  |
|---|--|
| RIVERWOODS<br>Exeter, NH  | DEACONESS ABUNDANT<br>LIFE COMMUNITIES<br>Newbury Court-Tower 3<br>Newbury Commons<br>Newbury Court Phase 3<br>Concord, MA<br>Parkview on the Fells<br>Malden, MA<br>Rockridge<br>Northampton, MA<br>Seashore Point<br>Provincetown, MA<br>The Groves<br>Lincoln, MA |
| PIPER SHORES<br>Scarborough, ME   | ASHLAR OF NEWTOWN<br>Newtown, CT   |
| CANTERBURY WOODS<br>CCRC - Phase I<br>Additions - Phase II & III<br>Amherst, NY   | MASONICARE<br>Wallingford, CT<br>Oxford, CT  |
| THE HUNTINGTON AT<br>NASHUA<br>CCRC - Phase I<br>Additions - Phase II<br>Nashua, NH   | MARY'S MEADOW<br>Holyoke, MA   |
| THE HILL AT WHITEMARSH<br>Philadelphia, PA  | MOUNTAIN VIEW COMMUNITY<br>Ossipee, NH   |
| THE OVERLOOK<br>Charlton, MA  | BHI HOOSIER VILLAGE<br>Zionsville, IN  |
| SHERBURNE COMMONS<br>Nantucket, MA  | AVITA<br>Newburyport, MA   |
| MERRIMACK PLACE<br>Newburyport, MA  | ST. JOHN LAND<br>King's Park, NY   |
| NEWTON GROUP<br>Waterford, CT   | KAPLAN DEVELOPMENT KDG 2X<br>Hanson, MA<br>Various others  |
| ASHLAR VILLAGE<br>Pondridge Expansion<br>Hartog Activities Building<br>Independent Living Expansion<br>Addition of 40 Villas<br>Wallingford, CT | PROMISED LAND AT EAST LAKE<br>Atlanta, GA  |
| JRC<br>Woodbridge - Phase I<br>Special Care - Phase II<br>Peabody, MA   | JEFFERSON'S FERRY<br>South Setauket, NY  |
| WOODSIDE<br>Laconia, NH   | SCOTT-FARRAR HOME<br>Peterborough, NH  |
| THE COMMONS AT NISKAYUNA<br>Niskayuna, NY   | ATRIA SENIOR LIVING<br>Falmouth, MA  |
| THE KAPLAN FAMILY<br>HOSPICE HOUSE<br>Danvers, MA   | MORRISON<br>Whitefield, NH   |
| VILLAGE AT COMMERCE<br>GREEN<br>Marshfield, MA  | SHINEHARMONY HOLDINGS<br>Barrington, RI  |
| WEBSTER AT BREAKFAST HILL<br>Rye, NH  | D&F DEVELOPMENT<br>Patchogue, NY<br>Levittown, NY  |
| SHERBURNE COMMONS<br>Nantucket, MA  |  |



**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

# **TAB 7**

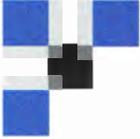
MassHousing  
Comprehensive Permit Site Approval  
Application/Homeownership  
Section 7 – Notification and Fees  
Subsection 7.1 – Notification Narrative

**350 BRADFORD STREET  
PROVINCETOWN, MA**

**MUNICIPALITY CORRESPONDENCE NARRATIVE**

Applicant has met with numerous municipal staff over the past year and has an open ongoing communication with staff from several departments. In summary:

- Over the past 12 months, applicant has met with the then acting Building Commissioner (who attended the first meeting) a representative from the Board of Health, the Town Planner, the Permit Coordinator and the Town Manager as a group three times.
- Applicant met another time with the Town Planner, the new Building Commissioner, a representative from the Water Department, the Permit Coordinator, and the Town Administrator.
- Additionally, applicant had two meetings with the Town Planner and the Permit Coordinator.



# FREEMAN LAW GROUP LLC

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February 26, 2015

Chrystal Kornegay, Undersecretary  
Massachusetts Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

Re: *350 Bradford Street, Provincetown, MA*

Dear Ms. Kornegay:

On behalf of my client, BPJC LLC and pursuant to 760 CMR 56.04(2), please be advised that my client has submitted this date a Project Eligibility Application to the Massachusetts Housing Finance Agency under the New England Fund Program ("NEF") for the above referenced project. The project will consist of twenty-four (24) single family homes, with six (6) of these units being designated affordable units.

If you have any questions, please feel free to contact me. Thank you.

Very truly yours,

Peter L. Freeman

Cc: Greg Watson, Massachusetts Housing Finance Agency  
Thomas N. Donegan, Chairman, Provincetown Board of Selectmen  
BPJC LLC

## Request for Taxpayer Identification Number and Certification

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

|   |   |  |
|---|---|--|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)<br><b>BPJC LLC</b>  |  |
|   | Business name/disregarded entity name, if different from above  |  |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions):<br><br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____ |
|   | Address (number, street, and apt. or suite no.)<br><b>935 Main Street</b><br>City, state, and ZIP code<br><b>Chatham, MA 02633</b>  | Requester's name and address (optional)<br><b>MassHousing</b><br><b>One Beacon Street</b><br><b>Boston, MA 02108</b>         |
| List account number(s) here (optional)                |   |  |

|  |  |                                       |   |   |   |   |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |
|--|--|---------------------------------------|---|---|---|---|---|---|---|--|--|---|---|---|---|---|---|---|---|---|---|
| <b>Part I Taxpayer Identification Number (TIN)</b>   | <b>Social security number</b>  |                                       |   |   |   |   |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td colspan="4" style="text-align: center;">-</td><td colspan="2" style="text-align: center;">-</td><td colspan="4"></td></tr> </table>   |                                       |   |   |   |   |   |   |   |  |  | - |   |   |   | - |   |   |   |   |   |
|  |  |                                       |   |   |   |   |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |
| -  |  |                                       |   | - |   |   |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |
| <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="10" style="text-align: center;"><b>Employer identification number</b></td></tr> <tr><td style="width: 20px; height: 20px; text-align: center;">4</td><td style="width: 20px; height: 20px; text-align: center;">7</td><td style="width: 20px; height: 20px; text-align: center;">-</td><td style="width: 20px; height: 20px; text-align: center;">2</td><td style="width: 20px; height: 20px; text-align: center;">1</td><td style="width: 20px; height: 20px; text-align: center;">3</td><td style="width: 20px; height: 20px; text-align: center;">0</td><td style="width: 20px; height: 20px; text-align: center;">9</td><td style="width: 20px; height: 20px; text-align: center;">6</td><td style="width: 20px; height: 20px; text-align: center;">0</td></tr> </table> | <b>Employer identification number</b> |   |   |   |   |   |   |   |  |  | 4 | 7 | - | 2 | 1 | 3 | 0 | 9 | 6 | 0 |
| <b>Employer identification number</b>  |  |                                       |   |   |   |   |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |
| 4  | 7  | -                                     | 2 | 1 | 3 | 0 | 9 | 6 | 0 |  |  |   |   |   |   |   |   |   |   |   |   |

|  |  |
|--|--|
| <b>Part II Certification</b>   |  |
| Under penalties of perjury, I certify that:  |  |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and<br>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and<br>3. I am a U.S. citizen or other U.S. person (defined below), and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. |  |
| <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.  |  |

|                  |                            |                       |
|------------------|----------------------------|-----------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ <b>2-11-15</b> |
|------------------|----------------------------|-----------------------|

**General Instructions**

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.