

June 20, 2023

BY HAND

Henry Dane, Chair, Select Board
c/o Kerry Lafleur, Town Manager
Town of Concord
22 Monument Square
Concord, MA 01742

Re: Application for Chapter 40B Project Eligibility Letter
Applicant: NOVO Riverside Commons LLC
Project: NOVO Riverside Commons
Subsidy Program: Federal Home Loan Bank of Boston New England Fund (NEF)
Property: 292 & 294 Baker Avenue, Concord, Massachusetts

Dear Mr. Dane and Ms. Lafleur:

I am writing to formally introduce you to a 40B apartment community that my client Taurus Investment Holdings proposes to develop on a portion of the parking field surrounding its Concord Meadows office building at 300-310 Baker Avenue. As the materials that I am sharing with you will show, the community will align strongly with Concord's commitments to affordable housing and sustainability.

The community, called NOVO Riverside Commons, consists of 201 rental units in two buildings to be located on a 10.2 acre portion of the existing Concord Meadows site. Primary access to NOVO Riverside Commons will be via the existing Concord Meadows entrance onto Baker Avenue. The community is transit-oriented in that it is located within walking distance to the West Concord Commuter Rail Station, and will also include pedestrian access to connect with the future Assabet Pedestrian Bridge & Trail Project, an initiative that we have been working on with Elizabeth Hughes for some time.

In order to advance the project under Chapter 40B, I have filed with Mass Housing a Comprehensive Permit Application for Project Eligibility Letter (the PEL), a copy of which is enclosed. The PEL Application for NOVO Riverside Commons is being filed in accordance with the requirements of MassHousing and pursuant to M.G.L. c. 40B, Sections 20-23. The Applicant, NOVO Riverside Commons LLC, is an affiliate of Taurus, as is CD 211 Property LLC, which owns the property at 300-310 Baker Avenue.

The Applicant is requesting that MassHousing issue a Project Eligibility Letter pursuant to the Federal Home Loan Bank of Boston's New England Fund (NEF) Program where MassHousing acts as the Project Administrator. The Applicant maintains site control over the site which is the subject of the Application and proposal.

On behalf of the Applicant, we look forward to working with you and other Town officials and the public on this proposal.

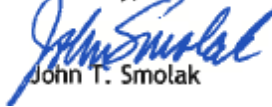
SMOLAK & VAUGHAN LLP

Mr. Henry Dane, Chair
Select Board
Town of Concord
June 20, 2023

If you have any questions, please feel free to contact Taurus's advisors: Kevin Hurley, Dan Holmes, or me. Kevin can be reached at hurleyassociates@comcast.net; Dan at dholmes@lh-law.com; and myself at the email address in my letterhead.

Thank you.

Sincerely,



John T. Smolak

cc: Distribution List

Elizabeth Hughes, Town Planner, Planning Division, Town of Concord
Edward M. Augustus Jr., Secretary, Executive Office of Housing and Livable
Communities (EOHLC)
Philip DeMartino, EOHLC
Jessica Malcolm, Manager of Planning and Programs, MassHousing
Michael Busby, 40B Planning and Programs Specialist, MassHousing
Kevin Hurley, Hurley & Associates
Dan Holmes, Esq., Lerner & Holmes, PC
Allen Peacock, LEED AP, Senior Vice President of Development, Taurus Investment
Holdings, LLC (for Applicant)



**Comprehensive Permit
Site Approval Application
Rental**

www.masshousing.com | www.masshousingrental.com



Comprehensive Permit Site Approval Application/Rental

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

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

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

Please note that MassHousing requires that all applicants meet with a member of our Planning and Programs 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

<https://www.mass.gov/doc/760-cmr-56-comprehensive-permit-low-or-moderate-income-housing/download>
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:

**Manager of Planning Programs
One Beacon Street, Boston, MA 02108**

We look forward to working with you on your proposed development. Please contact Jessica Malcolm at 617-854-1201 or jmalcolm@masshousing.com to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one .

Our Commitment to You

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

Within one week 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 90 days of our receipt of your application package.



Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund ("NEF") Rental Projects

Section 1: GENERAL INFORMATION

Name of Proposed Project: NOVO Riverside Commons

Municipality: Concord

County: Middlesex

Address of Site: 292 & 294 Baker Avenue

Cross Street: Baker Avenue Extension

Zip Code: 01742

Tax Parcel I.D. Number(s): ID# 3794-1, (M/9E/B/3794/L1)

Name of Proposed Development Entity NOVO Riverside Commons, LLC

(typically a single purpose entity):

Entity Type: Limited Dividend Organization

** 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

State Formed: Massachusetts

Name of Applicant: NOVO Riverside Commons, LLC

(typically the Proposed Development Entity or its controlling entity or individual)

Applicant's Web Address: www.tiholdings.com

Does the applicant have a related party relationship with any other member of the development team? Yes

If yes, please explain:

Yes. NOVO Riverside Commons, LLC is an affiliate of Taurus Investment Holdings, LLC

Primary Contact Information:

Contact Name: Allen H. Peacock, LEED AP, SR VP

Relationship to Applicant:

Company Name: NOVO Riverside Commons, LLC

Address: Two International PI, Ste 2710

Municipality: Boston

State: Massachusetts

Zip: 02110

Phone: 617-357-4440

Cell Phone: 407-466-0431

Email: apeacock@tiholdings.com

Secondary Contact Information:

Contact Name:

Relationship to Applicant:

Company Name:

Address:

Municipality:

State:

Zip:

Phone:

Cell Phone:

Email:

Additional Contact Information:

Contact Name:

Relationship to Applicant:

Company Name:

Address:

Municipality:

State:

Zip:

Phone:

Cell Phone:

Email:

Anticipated Construction Financing: NEF

Name of Lender (if not MassHousing financed): Eastern Bank

Anticipated Permanent Financing: NEF

Other Lenders: Eastern Bank

Please note: under the NEF Program, a minimum of 25% of the Permanent financing must be obtained from an NEF Lender and remain in place for 5 years

Age Restriction: None

Brief Project Description:

NOVO Riverside Commons (herein NOVO) is a proposed transit-oriented residential community involving the redevelopment of an existing commercial parking lot area into 201 units of multi-family residential rental apartments in two buildings on 10.2 acres designated as Lot B with direct access onto Baker Avenue and bordered by the Assabet River. The site is currently a part of a 64.97-acre parcel known as 300 & 310 Baker Avenue. The Project will include 78 one-bedroom, 102 two-bedroom, and 21 three-bedroom units in one of two 5-story buildings, along with parking, landscaping and other improvements. Community amenities will be located on the ground floor of the building, including a fitness center, a leasing/ management office, and a multipurpose area for tenants. The site abuts the MBTA Commuter Rail line, is within walking distance to the West Concord MBTA Commuter Rail Station, and is within West Concord Village.

Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 2: EXISTING CONDITIONS / SITE INFORMATION

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.

Buildable Area Calculations (Acres)

Total Site Area:	10.20
Wetland Area (per MA DEP):	0.00
Flood Hazard Area (per FEMA):	0.00
Endangered Species Habitat (per MESA):	0.00
Conservation / Article 97 Land:	0.00
Protected Agricultural Land (i.e. EO 193):	0.00
Other Non-Buildable:	5.88
Total Non-Buildable Area:	5.88
Total Buildable Area:	4.32

Current use of the site and prior use if known:

Site consists of parking, driveway access and open space providing parking and access associated with 300 & 310 Baker Avenue, on which is located an existing 419,000 s.f. commercial building with multiple tenants including office, medical and other commercial uses, along with associated improvements. In the 1990's, the buildings at 300 & 310 Baker Ave. were converted to office use from prior uses as R & D and manufacturing which existed since the 1950's. See Attachment.

Is the site located entirely within one municipality? Yes

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

How much land is in each municipality?

Additional Site Addresses:

Current zoning classification and principal permitted uses:

Ind. Park A. See Attachment.

Previous Development Efforts

Please list 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).

The current owner, CD 211 Property LLC, acquired 300-310 Baker Avenue (including the Site) in 2020 from 300 Baker Owner LLC. The use of the property has not changed under current owner. In 2016, 300 Baker Owner LLC obtained site plan approval to demolish a warehouse building and expand the parking field. From the 1950's to the 1980's buildings were constructed and other parcels no longer a part of the locus were sold by prior owners to other third parties. See Attachment.

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

If Rejected, Please Explain:

Site has not been rejected for project eligibility/site approval by another subsidizing agency or authority.

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	No	
Wastewater - public sewer	Yes	Sewer tie-in to Concord WWTP system
Storm Sewer	Yes	
Water-public water	Yes	Water tie-in to Concord public system
Water-private well	No	
Natural Gas	Yes	Available but not to be used for Project.
Electricity	Yes	Tie-in to Baker Avenue
Roadway Access to Site	Yes	Site has direct access to Baker Avenue
Sidewalk Access to Site	Yes	Via Baker Avenue
Other	No	

Describe Surrounding Land Uses:

Bounded by Assabet River to west and north, including existing commercial office complex, beyond which is open space conservation land and Route 2 to the north; to the south is the MBTA rail line/West Concord Station beyond which is commercial and retail space; and to the east are medical and dental offices, as well as a hotel, beyond which is Baker Avenue Extension.

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	0.40	N/A
Schools	0.50	Yes
Government Offices	2.00	N/A
Multi-Family Housing	0.10	N/A
Public Safety Facilities	0.40	N/A

Office/Industrial Uses	0.10	N/A
Conservation Land	0.10	N/A
Recreational Facilities	0.60	N/A
Houses of Worship	0.50	N/A
Other	0.00	N/A

Public transportation near the Site, including type of transportation and distance from site:

MBTA West Concord Commuter Rail (Fitchburg Line) is less than 1000 feet from the site, and MBTA Concord Depot Commuter Rail is located about 1.9 miles from the site. Yankee Commuter Bus Line offers weekday commuter service between Concord, and Boston, with pickup for inbound and outbound service at Crosby's Market (2.2. mi. from site). The MBTA's RIDE paratransit service provides door-to-door, transportation to eligible persons.

Site Characteristics and Development Constraints

Are there any easements, rights of way or other restrictions of record affecting the development of the site ?	Yes
Is there any evidence of hazardous, flammable or explosive material on the site?	No
Is the site, or any portion thereof, located within a designated flood hazard area?	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
Are there documented vernal pools on the site?	No
Is the site within a local or state Historic District or listed on the National Register or Historic Places?	No
Has the site or any building(s) on the site been designated as a local, state or national landmark?	No
Are there existing buildings and structures on site?	No
Does the site include documented archeological resources?	No
Does the site include any known significant areas of ledge or steep slopes?	Yes

Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 3: PROJECT INFORMATION

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.

Construction Type: New Construction

Total Dwelling Units:	201	Total Number of Affordable Units:	51
Number of Market Units:	150	Number of AMI 50% Affordable Units:	0
		Number of AMI 80% Affordable Units:	51

Unit Information:

Unit Type	Bedrooms	Baths	# Of Units	Unit Sq. Ft.	Rent	Utilities
Market	1 Bedroom	1 Bath	59	630	\$2,759	\$0
Market	2 Bedroom	2 Baths	76	1,031	\$3,846	\$0
Market	3 Bedroom	2 Baths	15	1,183	\$4,797	\$0
Affordable Unit - Below 80%	1 Bedroom	1 Bath	19	630	\$1,993	\$229
Affordable Unit - Below 80%	2 Bedroom	2 Baths	26	1,031	\$2,367	\$299
Affordable Unit - Below 80%	3 Bedroom	2 Baths	6	1,183	\$2,700	\$380

Utility Allowance Assumptions *(utilities to be paid by tenants):*

Units will be separately metered for electric service with tenants paying unit electric bills directly to provider. Ownership will cover water utility costs, but each unit is sub metered for water usage, and tenants will be billed by Ownership for unit water usage.

Percentage of Units with 3 or More Bedrooms: 10.45

* 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.

Handicapped Accessible Units - Total:	11	Market Rate:	8	Affordable:	3
Gross Density (units per acre):	19.7059	Net Density (units per buildableacre):	46.5278		

Building Information:

Building Type	Building Style	Construction Type	Stories	Height	GFA	Number Bldg
Residential	Multi-family	Construction	5	66	113,585	1
Residential	Multi-family	Construction	5	61	181,690	1

Will all features and amenities available to market unit residents also be available to affordable unit residents?

Yes

If not, explain the differences:

Parking

Total Parking Spaces Provided: 304

Ratio of Parking Spaces to Housing Units: 1.51

Lot Coverage

Buildings: 10%

Parking and Paved Areas: 19%

Usable Open Space: 26%

Unusable Open Space: 45%

Lot Coverage: 29%

Does project fit definition of "Large Project" (as defined in 760 CMR 56.03 (6))?

No

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

Section 4: SITE CONTROL

Grantor/Seller: CD 211 PROPERTY LLC

Grantee/Buyer: NOVO Riverside Commons, LLC

Grantee/Buyer Type: Development Entity

If Other, Explain:

Are the Parties Related? Yes Seller is an affiliate of Buyer

For Deeds or Ground Leases:

Date(s) of Deed(s) or Ground Leases(s):

Purchase Price: \$0

For Purchase and Sales Agreements or Option Agreements:

Date of Agreement: 06/16/2023

Expiration Date: 06/15/2025

Date of Extension *(if extension granted):* 06/15/2025

New Expiration Date *(if extension granted):* 06/15/2027

Purchase Price: \$5,000

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

If Yes, Current Status of Easement: Under Option Agreement

Date(s) of Easements(s):

For Easements:

Date of Agreement:

Purchase Price: \$0

For Easement Purchase and Sales Agreements or Easement Option Agreements:

Expiration Date:

Date of Extension *(if extension granted):*

New Expiration Date *(if extension granted)*

Purchase Price: \$0

Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 5: FINANCIAL INFORMATION

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.

Initial Capital Budget

Sources

Description	Source	Budgeted
Private Equity	Owner's Cash Equity	\$42,400,000
Private Equity	Tax Credit Equity	\$0
Private Equity	Developer Fee Contributed or Loaned	\$0
Private Equity	Developer Overhead Contributed or Loaned	\$0
Other Private Equity		\$0
Public/Soft Debt		\$0
Subordinate Debt		\$0
Permanent Debt		\$63,700,000
Permanent Debt		\$0
Construction Debt	<i>for informational purposes only, not included in Sources T</i>	\$0
Additional Source		\$0
Additional Source		\$0
Total Sources		\$106,100,000

Pre-Permit Land Value

Item	Budgeted
As-Is Market Value*:	\$7,850,000
Reasonable Carrying Costs:	\$0
Total Pre-Permit Land Value:	\$7,850,000

* As-Is market value to be determined by a MassHousing commissioned appraisal

Uses (Costs)

Item	Budgeted
Acquisition Cost (Actual):	
Actual Acquisition Cost: Land	\$7,850,000
Actual Acquisition Cost: Buildings	\$0
Reasonable Carrying Costs	\$0
Subtotal - Acquisition Costs	\$7,850,000
Construction Costs-Building Structural Costs (Hard Costs):	
Building Structure Costs	\$55,321,848
Hard Cost Contingency	\$2,941,865
Subtotal - Building Structural Costs (Hard Costs)	\$58,263,713
Construction Costs-Site Work (Hard Costs):	
Earth Work	\$991,435
Utilities: On-Site	\$706,872
Utilities: Off-Site	\$0
Roads and Walks	\$937,285
Site Improvement	\$563,215
Lawns and Plantings	\$600,000
Geotechnical Condition	\$0
Environmental Remediation	\$0
Demolition	\$344,529
Unusual Site Conditions/Other Site Work	\$250,000
Subtotal - Site Work (Hard Costs)	\$4,393,336
Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs):	
General Conditions	\$3,573,976
Builder's Overhead	\$2,256,350
Builder's Profit	\$2,933,255
Subtotal - General Conditions, Builder's Overhead & Profit	\$8,763,581
General Development Costs (Soft Costs):	
Appraisal and Marketing Study <i>(not 40B "As Is" Appraisal)</i>	\$35,000
Marketing and Initial Rent Up <i>(include model units if any)</i>	\$125,000
Real Estate Taxes <i>(during construction)</i>	\$500,000
Utility Usage <i>(during construction)</i>	\$150,000
Insurance <i>(during construction)</i>	\$964,800
Security <i>(during construction)</i>	\$75,000
Inspecting Engineer <i>(during construction)</i>	\$75,000
Construction Loan Interest	\$4,044,549
Fees to Construction Lender:	\$477,750
Fees to Permanent Lender:	\$0
Fees to Other Lenders: debt broker fee/consultant fee	\$877,750

General Development Costs (Soft Costs) - continued

Item	Budgeted
Architecture / Engineering	\$1,339,000
Survey, Permits, etc.	\$2,980,000
Clerk of the Works	\$0
Construction Manager	\$0
Bond Premiums	\$0
Environmental Engineer	\$65,000
Legal	\$1,050,000
Title (including title insurance) and Recording	\$350,000
Accounting and Cost Certification (incl. 40B)	\$100,000
Relocation	\$0
40B Site Approval Processing Fee	\$7,803
40B Technical Assistance / Mediation Fee	\$12,550
40B Land Appraisal Cost (as-is value)	\$10,000
40B Final Approval Processing Fee	\$47,754
40B Subsidizing Agency Cost Certification Examination Fee	\$25,000
40B Monitoring Agent Fee	\$15,000
MIP	\$0
Credit Enhancement	\$0
Letter of Credit Fees	\$0
Tax Credit Allocation Fee	\$0
Other Financing Fees	\$775,700
Development Consultant	\$100,000
Other Consultant: 40B consultant/fair housing	\$50,000
Other Consultant: ESS	\$450,000
Syndication Costs	\$424,000
Soft Cost Contingency	\$519,153
Other Development Costs: traffic study, signage, monument sign, impact	\$590,000
Subtotal - General Development Costs (Soft Costs)	\$16,235,809
Developer Fee and Overhead:	
Developer Fee	\$8,301,376
Developer Overhead	\$60,000
Subtotal Developer Fee and Overhead	\$8,361,376
Capitalized Reserves:	
Development Reserves	\$1,350,000
Initial Rent Up Reserves	\$250,000
Operating Reserves	\$350,000
Net Worth Account	\$0
Other Capitalized Reserves	\$282,184

Subtotal - Capitalized Reserves **\$2,232,184**

Summary of Subtotals

Item	Budgeted
Acquisition Costs (Actual):	\$7,850,000
Building Structural Costs (Hard Costs)	\$58,263,713
Site Work (Hard Costs)	\$4,393,336
General Conditions, Builder's Overhead & Profit (Hard Costs)	\$8,763,581
Developer Fee and Overhead	\$8,361,376
General Development Costs (Soft Costs)	\$16,235,809
Capitalized Reserves	\$2,232,184
Total Development Costs (TDC)	\$106,099,999

Summary

Total Sources	\$106,100,000
Total Uses (TDC)	\$106,099,999

Projected Developer Fee and Overhead*: \$8,301,376

Maximum Allowable Developer Fee and Overhead::** \$60,000

Projected Developer Fee and Overhead Equals 100.00% of Maximum Allowable Fee and Overhead

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

*** Please consult the most recent DHCD Qualified Allocation Plan (QAP) to determine how to calculate the maximum allowable developer fee and overhead. If you have any questions regarding this calculation, please contact MassHousing.*

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

Item	Notes	Amount
Permanent Debt Assumptions		
Loan Amount	Lende Eastern Bank	\$63,700,000
Annual Rate	SOFR plus 3%	0.00%
Term	3 years interest only with 2 1-year extensions	0 Months
Amortization	over 30 years after year 3	0 Months
Lender Required Debt Service Coverage Ratio	1.25x	1.25
Gross Rental Income		
		\$8,554,137
Other Income (utilities, parking)		\$697,282
Less Vacancy (Market Units): 5% (vacancy rate)		\$350,765
Less Vacancy (Affordable Units): 5% (vacancy rate)		\$76,942
Gross Effective Income		
		\$8,823,712
Less Operating Expenses		\$2,354,331
Net Operating Income		
		\$6,469,381
Less Permanent Loan Debt Service		\$4,529,564
Cash Flow		
		\$1,939,818
Debt Service Coverage		1.43

Describe Other Income:

Parking, storage, utilities, internet, amenity fee

Rental Operating Expense Assumption

Item	Notes	Amount
Assumed Maximum Operating Expenses	Calculated based on Net Operating Income, Debt Service and required Debt Service Coverage listed above.	\$3,160,000
Assumed Maximum Operating Expense/Unit*	Number of Units: 201	\$15,721

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

Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

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

Development Team:

Company Name	Contact Name	Contact Role	Applicant	Dev Entity	Primary For Role
NOVO Riverside Commons	Allen H. Peacock, LEED AF	Developer	Yes	Yes	Yes
Beals & Thomas, Inc.	Daniel Feeney, PE, LEED /	Consultant - Architect and Engineer	No	No	Yes
Cube3 Studio, Inc.	Steve Prestejohn, Project L	Consultant - Architect and Engineer	No	No	Yes
Hurley Associates	Kevin Hurley	Development Consultant	No	No	Yes
Smolak & Vaughan LLP	John T. Smolak, Esq.	Attorney	No	No	Yes
VHB, Inc.	Randall C. Hart	Consultant - Other	No	No	Yes
Kirk & Company, Inc.	Brett Pelletier, CRE, FRICS	Consultant - Financing Package	No	No	Yes

Entities Responsible for Development Tasks:

Development Task	Developer / Applicant	Contact Name / Company
	No	VHB, Inc., Randall C. Hart
Architecture and Engineering	No	Cube3 Studio, Inc., Steve Prestejohn, Project Lead
Finance Package	No	Kirk & Company, Inc., Brett Pelletier, CRE, FRICS
Local Permitting	No	Hurley Associates, Kevin Hurley
Local Permitting	No	Smolak & Vaughan LLP, John T. Smolak, Esq.

Affiliated Entities:

Company Name	Individual Name	Affiliation	Relation
NOVO Riverside Commons, LLC		Related Affiliate	Applicant

Previous Applications:

Project Name:	Filing Date:
Municipality:	
Subsidizing Agency:	Decision:
Type:	Other Reference:

Certification and Acknowledgement

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.)

Question	Answer
Is there pending litigation with respect to any of the Applicant Entities ?	No
Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities ?	No
Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes , reporting of employees and contractors, or withholding of child support?	No
Have any of the Applicant Entities ever been the subject of a felony indictment or conviction ?	No
During the last 10 years, have any of the Applicant Entities ever been party to a lawsuit involving fraud , gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy?	No
Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions?	No
Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements ?	No
Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts , and any agency, authority or instrument thereof?	No

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

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

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

Signature: _____

Name: Peter Merrigan

Title: Manager

Date: 06/14/2023

Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 7: NOTIFICATION AND FEES

Notices

Event	Date
Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing :	06/16/2023
Date of Pre-Application Meeting with MassHousing:	06/02/2023
Date copy of complete application sent to chief elected office of municipality :	06/20/2023
Date notice of application sent to DHCD:	06/16/2023

Fees

All fees that are payable to MassHousing should be sent via ACH/Wire Transfer. Please contact MassHousing for the ACH/Wire Transfer instructions.

Fees payable to the Massachusetts Housing Partnership should be sent directly to MHP with the [MHP Cover Letter](#)

Fee	Amount	Description
MassHousing Application Processing Fee:	\$7,803	<i>payable to MassHousing</i>
Chapter 40B Technical Assistance/Mediation Fee:	\$2,500	<i>(Limited Dividend Sponsor \$2,500, Non-Profit or Public Agency Sponsor \$1,000)</i>
Unit Fee:	\$10,050	<i>(\$50 per Unit)</i>
Total TA/Mediation and Unit Fee:	\$12,550	<i>(Payable to Massachusetts Housing Partnership)</i>

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

SUSTAINABLE DEVELOPMENT CRITERIA

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Please provide information indicating that your development complies with either Method 1 or Method 2 of the Sustainable Development Principles

Method 2 - Consistency with Sustainable Development Principals

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, 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 check the applicable boxes within the "Optional - Demonstration of Municipal Support" section below, include an explanation in the box if necessary and provide attachments where applicable.

Optional - Demonstration of Municipal Support

- | | |
|---|----|
| - Letter of Support from the Chief Elected Official of the municipality * | No |
| - Housing development involves municipal funding | No |
| - Housing development involves land owned or donated by the municipality | No |

**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)

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

(1) Concentrate Development and Mix Uses

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

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

Explanation (Required)

See Attached 3.5 Sustainable Development Principles Narrative

(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.

- Concerted public participation effort (beyond the minimally required public hearings) No
- Streamlined permitting process, such as 40B or 40R Yes
- Universal Design and/or visitability Yes
- Creates affordable housing in middle to upper income area and/or meets regional need Yes
- Creates affordable housing in high poverty area No
- Promotes diversity and social equity and improves the neighborhood Yes
- Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community No
- Other (discuss below) No

Explanation (Required)

See Attached 3.5 Sustainable Development Principles Narrative

(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.

- Creation or preservation of open space or passive recreational facilities Yes
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands Yes
- Environmental remediation or clean up No
- Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.) No
- Eliminates or reduces neighborhood blight No
- Addresses public health and safety risk No
- Cultural or Historic landscape/existing neighborhood enhancement No
- Other (discuss below) No

Explanation (Required)

See Attached 3.5 Sustainable Development Principles Narrative

(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 No
- Uses low impact development (LID) for other innovative techniques Yes
- Other (discuss below) No

Explanation (Required)

See Attached 3.5 Sustainable Development Principles Narrative

(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 Yes
- Includes homeownership units, including for low/mod households No
- Includes housing options for special needs and disabled population Yes
- Expands the term of affordability Yes
- Homes are near jobs, transit and other services Yes
- Other (discuss below) No

Explanation (Required)

See Attached 3.5 Sustainable Development Principles Narrative

(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 Yes
- Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses) Yes
- Increased bike and ped access Yes
- 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 No
- Other (discuss below) No

Explanation (Required)

See Attached 3.5 Sustainable Development Principles Narrative

(7) Increase Job and Business Opportunities

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

- Permanent Jobs Yes
- Permanent jobs for low- or moderate- income persons Yes
- Jobs near housing, service or transit Yes
- Housing near an employment center Yes
- Expand access to education, training or entrepreneurial opportunities No
- Support local business Yes
- Support natural resource-based businesses (i.e., farming, forestry, or aquaculture) No
- Re-uses or recycles materials from a local or regional industry's waste stream No
- Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials Yes
- Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products No
- Other (discuss below) No

Explanation (Required)

See Attached 3.5 Sustainable Development Principles Narrative

(8) Promote Clean Energy

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

- Energy Star or Equivalent* Yes
- 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 was reduction and conservation of resources Yes
- Other (discuss below) Yes

*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)

See Attached 3.5 Sustainable Development Principles Narrative

(9) Plan Regionally

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

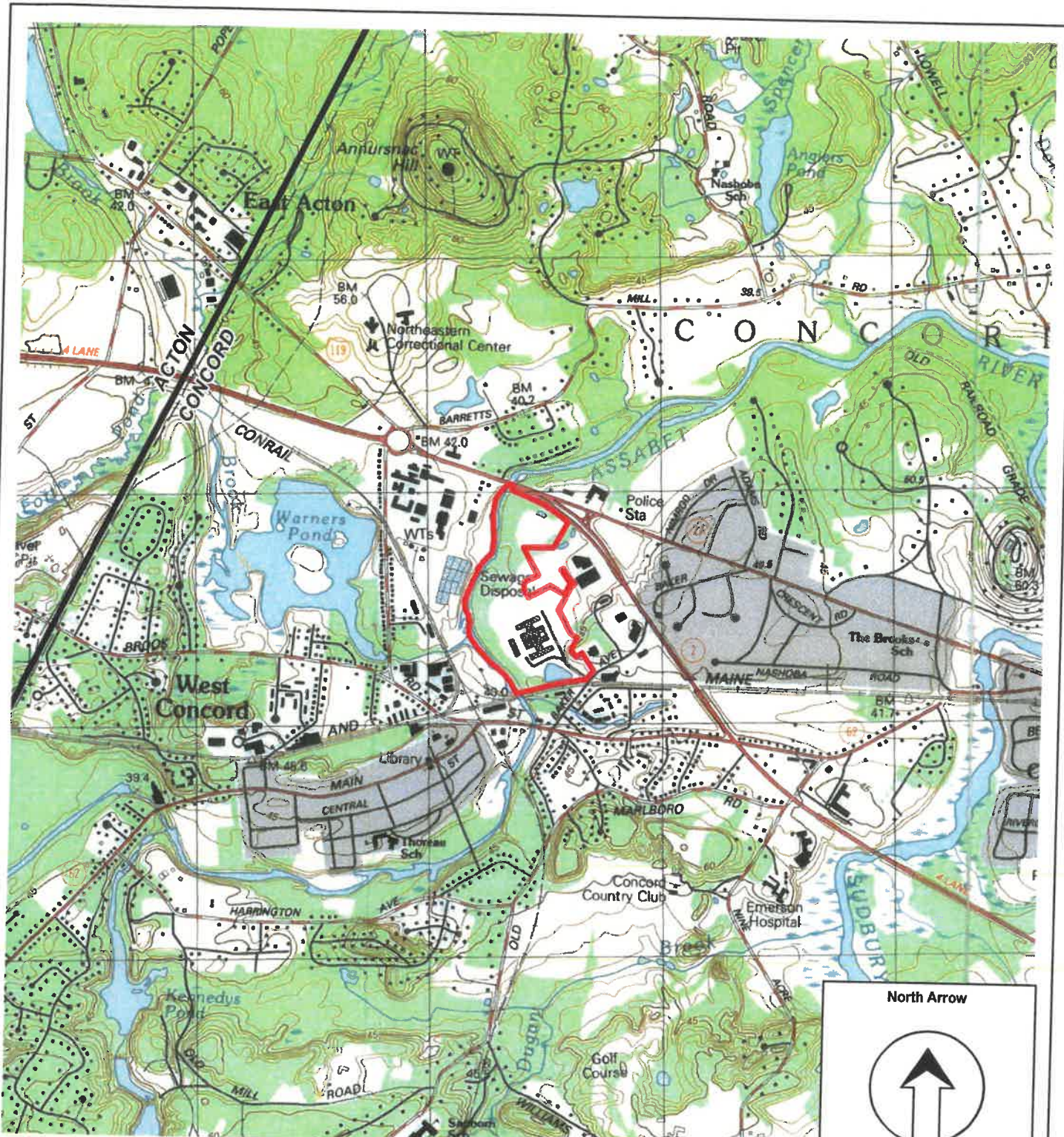
- Consistent with a municipally supported regional plan Yes
- Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing Yes
- Measureable public benefit beyond the applicant community Yes
- Other (discuss below) No

Explanation (Required)

See Attached 3.5 Sustainable Development Principles Narrative

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.



Digital USGS Map of Maynard, MA, dated 1987, provided by the Bureau of Geographic Information (MassGIS), Commonwealth of Massachusetts, Executive Office of Technology and Security Services.



North Arrow

NORTH

COPYRIGHT (C) BY BEALS AND THOMAS, INC. ALL RIGHTS RESERVED

PROJECT:
300-310 Baker Avenue
 CONCORD, MASSACHUSETTS

Locus Map

PREPARED FOR:
TAURUS INVESTMENT HOLDINGS, LLC
 TWO INTERNATIONAL PLACE
 BOSTON, MASSACHUSETTS

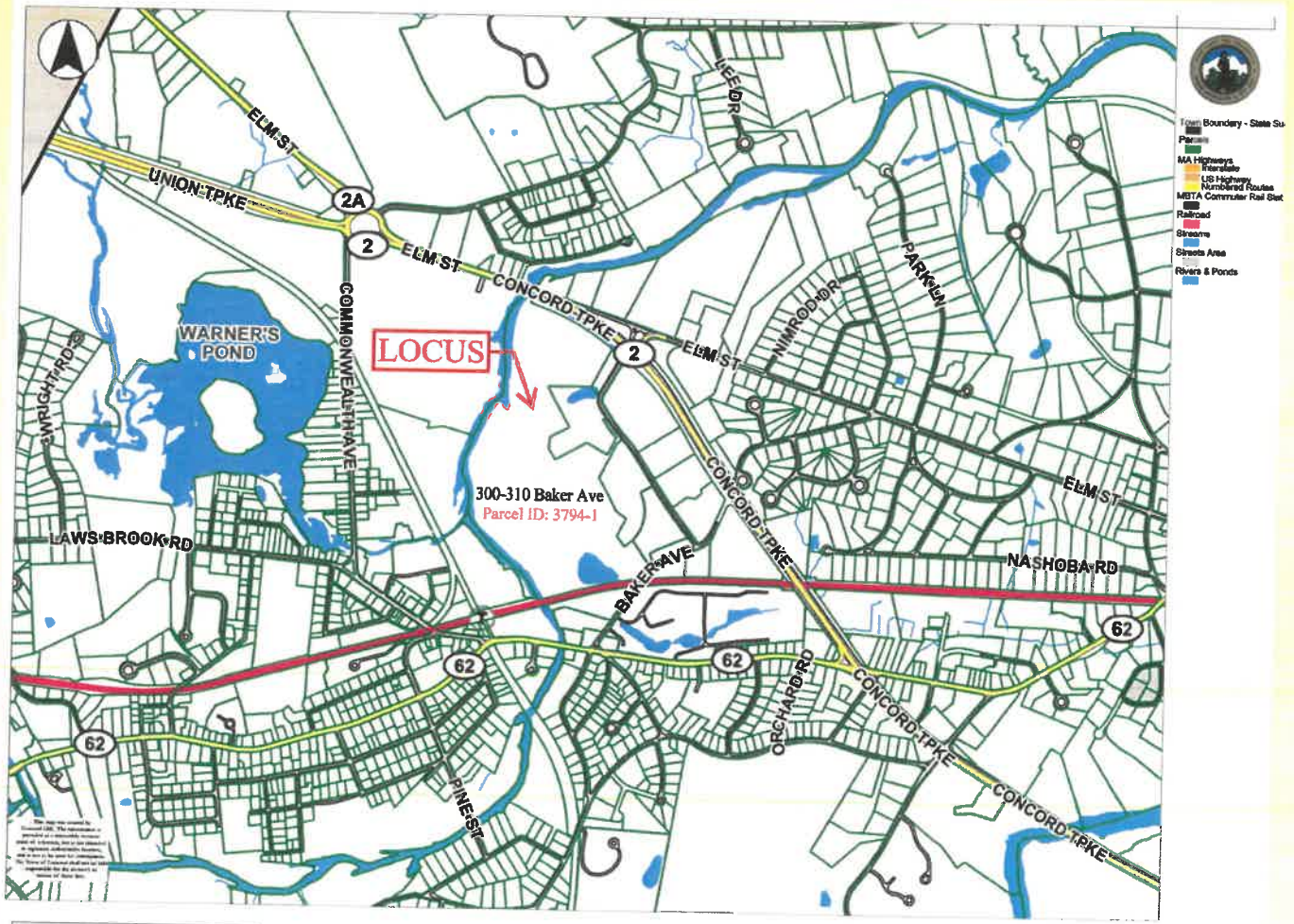
Scale: 1" = 2,000'
 Date: April 25, 2023
 Source File 206327P120A.mxd
 B+T Project No. 2063.27

1.2 Tax Map:

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

300-310 Baker Avenue

Concord, Massachusetts



Printed on 03/09/2023 at 09:59 AM

Concord, MA - Public Webmap

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.

**DIRECTIONS FROM MASSHOUSING
TO
NOVO RIVERSIDE COMMONS
292 AND 294 BAKER AVENUE
CONCORD, MA 01742**

1. Take I-93 North to the Mystic Valley Parkway in Medford and the Alewife Brook Parkway in Arlington to the Alewife Rotary at Route 2 West or take Storrow Drive to Route 2 (also designated Route 3 and/or Route 16) in Cambridge to the Alewife Rotary at Route 2 West.
2. Follow Route 2 West to Concord and at the fourth set of traffic lights in Concord turn left onto Route 62 West (Main Street).
3. Follow Route 62 West (Main Street) 0.5 miles to the first set of traffic lights and turn right onto Baker Avenue.
4. Follow Baker Avenue 0.2 miles and turn left into the first driveway after crossing over the MBTA Commuter Rail tracks at the Baker Avenue entrance to Concord Meadows.
5. Meet in the 292 and 294/Concord Meadows Parking Lot 100 feet in from Baker Avenue.

**NOVO RIVERSIDE COMMONS
SITE MEETING LOCATION
292 AND 294 BAKER AVENUE
CONCORD, MA 01742**

MEET HERE



**INTERSECTION OF BAKER AVENUE
AND
ENTRANCE TO LOCUS/CONCORD MEADOWS**

2.0 Supplement – Buildable Area Calculations, Current Use of the Site and Prior Use, Current Zoning Classification and Principal Permitted Uses, and Previous Development Efforts

ATTACHMENT (2.0 OTHER)

<u>Buildable Area Calculations</u>	<u>(In Acres)</u>
Total Site Area:	10.20
Wetland Area (per MA DEP):	3.23*
Flood Hazard Area (per FEMA):	5.67*
Endangered Species Habitat (per MESA):	0.00
Conservation/Article 97 Land:	2.26*
Protected Agricultural Land (i.e. EO 193):	0.00
Other Non-Buildable:	0.00
Total Non-Buildable Area:	5.88**
Total Buildable Site Area:	4.32

*PEL Form does not allow for counting of acreage which is classified as both wetland and floodplain, and the calculations above overlap for purposes of calculations.

** Overlapping Non-Buildable Areas (wetlands, floodplain, and Article 97 land areas) were not counted for purposes of calculating Buildable and Non-Buildable Areas.

Current Use of the Site and Prior Use, If Known

The Project is proposed to be located on a 10.2-acre portion (the Property) of an existing 64.97-acre parcel known and numbered as 300 & 310 Baker Avenue (the Site). The Property currently consists of parking, driveway access and open space which provides parking and access to, and is currently a part of, the Site, which also currently includes a 419,000 s.f. commercial building with multiple tenants including office, medical and other commercial uses, along with parking, associated improvements and open space areas. As such, the Property and the Site are currently owned by CD 211 Property LLC (Owner). The Owner acquired the Site in 2020, and has undertaken no land permitting efforts at the site since 2020.

More specifically, in the mid-1990's, the buildings at 300 & 310 Baker Avenue were converted to office use from prior uses as R & D and manufacturing which had existed since the 1950's. Neither the Applicant nor the Owner were involved in development activities at the Site, and the Owner has not undertaken any permitting or development efforts since the Owner acquired the Site in 2020. A development chronology, taken from secondary sources, is as follows:

- The first use of the Site, prior to 1951, was residential, namely two homes.
- Specifically, in 1944 Archibald and Dora Ferran, husband and wife, acquired a portion of the Site from Allen Farm, Inc.
- In 1949, General Radio Company acquired a portion of the Site from Charles S. Moulton.
- In 1951, Tracerlab, Inc. acquired a portion of the Site from Mr. and Mrs. Ferran.
- Two days later, General Radio Company purchased the Tracerlab, Inc. property, which, combined with the land acquired from Charles S. Moulton, became the real property upon which,

over the course of the next 30 years, General Radio Company constructed a number of buildings, including the building currently located at 300-310 Baker Avenue. General Radio Company used the building for research, development, manufacturing and general administrative uses.

- 300 Baker Avenue Associates, Limited Partnership acquired the Site in 1996 from General Radio Company. 300 Baker Avenue Associates, Limited Partnership rehabilitated the main building and converted it to office use.
- Metropolitan Life Insurance Company acquired the Site in 1999 from 300 Baker Avenue Associates, Limited Partnership. Metropolitan Life Insurance Company divided the real property into three lots, one of which includes the Site, and obtained special permits and site plan approval to construct two 100,000 office buildings on portions of the real property not currently a part of what is known as the Site.
- 300 Baker, LLC acquired the Site in 2004 from Metropolitan Life Insurance Company.
- Normandy Concord Acquisition LLC acquired the Site in 2006 from 300 Baker, LLC.
- In 2012, Normandy Concord Acquisition LLC sold land it had owned which abuts the Site (now known as 330 Baker Avenue) to Normandy Concord BTS, LLC. This land was subsequently sold to a third party and is currently used as a medical office building.
- Normandy 300 Baker LLC acquired the Site in 2013 from Normandy Concord Acquisition LLC. In 2014, Normandy 300 Baker sold a different abutting parcel (now known as 320 Baker Avenue) to WDC Concord Hotel, LLC, upon which WDC Concord Hotel, LLC constructed a 120-room Marriott Residence Inn.
- 300 Baker Owner LLC acquired the Site in 2016 from Normandy 300 Baker LLC. 300 Baker Owner LLC obtained site plan approval to demolish a warehouse building and expand the parking field.
- The current owner, CD 211 Property LLC, acquired the Site in 2020 from 300 Baker Owner LLC in 2020. The use of the property has not changed under current ownership.

Current Zoning Classification and Principal Permitted Uses

The Site is located entirely within the Industrial Park A (IP A) Zoning District, and portions of the Site are located within the Wetlands Conservancy District (mapped wetlands but only for planning purposes), and Floodplain Conservancy District (i.e., FEMA designated floodplain where work must meet applicable performance standards), all as defined under Section 2.1 of the Concord Zoning Bylaw. Multifamily residential use is not permitted within the IP A Zoning District, but permitted principal uses, as listed in Table 1 – Principal Use Regulations, include, but are not limited to, the following: Hotel, Extended Stay Hotel, Motel (4.29) which is a listed residential use; earth removal by special permit (4.5.4); Institutional Uses (4.3) such as educational (4.3.1), child care (4.3.2), religious (4.3.3) and philanthropic uses (4.3.4); Municipal uses by the Town of Concord (4.4.1); Large Ground-Mounted Solar Voltaic Installation (4.4.5); Business Uses (4.5) such as a Craft Shop (4.5.3), Restaurant (4.5.4), Indoor Amusement (4.5.5), financial and business office (4.5.10), professional office (4.5.11), medical center or laboratory (4.5.12), and transportation services (4.5.18); and Industrial Uses (4.6) such as research & development (R&D) and light manufacturing (4.6.3), and manufacturing, testing, processing and packaging (4.6.4).

Previous Development Efforts

Since the Owner, CD 211 Property LLC, acquired the Site, the Owner has not undertaken any filings related to development efforts at the Site. Similarly, the Applicant has undertaken no development efforts

at the Site. The Owner acquired 300-310 Baker Avenue (including the Site) in 2020 from 300 Baker Owner LLC. The use of the property has not changed under the current owner. In 2016, 300 Baker Owner LLC obtained site plan approval to demolish a warehouse building and expand the parking field. From the 1950's to the 1980's buildings were constructed and other parcels no longer a part of the locus were sold by prior owners to other third parties. The following is a more detailed chronology of prior permitting efforts, taken from various sources.

- Between 1951 and 1980, it is reported that General Radio Company developed real property, including the Site, for industrial and office uses. The specific permits obtained are not readily ascertainable. On February 18, 1998, 300 Baker Avenue Associates, Limited Partnership applied for, and, on March 18, 1998 received, an Order of Conditions for site work associated with the rehabilitation of the former General Radio Corporation facility located on the property. The Applicant played no role respecting this permit.
- On January 3, 2001 Metropolitan Life Insurance Company applied for, and on June 29, 2001 received, an Order of Conditions for site work associated with the development of additional structures on Lot A (330 Baker Avenue) and Lot C (320 Baker Avenue), both of which are parcels not currently a part of the Site.
- On June 1, 2001, 300 Baker Avenue LLC applied for, and on September 12, 2001 received, a special permit, an earth removal permit, site plan approval, and approval of a joint parking agreement for work associated with the development of additional structures on 330 Baker Avenue and 320 Baker Avenue, both of which are parcels not currently a part of the Site.
- On May 2, 2016, Normandy 300 Baker, LLC applied for, and on September 23, 2016 received, an Order of Conditions for site work associated with the development of additional parking spaces on the Site.
- On May 4, 2016, Normandy 300 Baker, LLC applied for, and on November 4, 2016 received, a special permit and site plan approval for site work associated with the development of additional parking spaces on the Site.

2.1 Existing Conditions Plan (required):

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

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

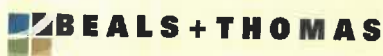
See Existing Conditions Plan attached as a Part of 3.1 Preliminary Site Layout Plans

2.2 Aerial Photographs (required):

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

NOVO Riverside Commons

Concord, Massachusetts



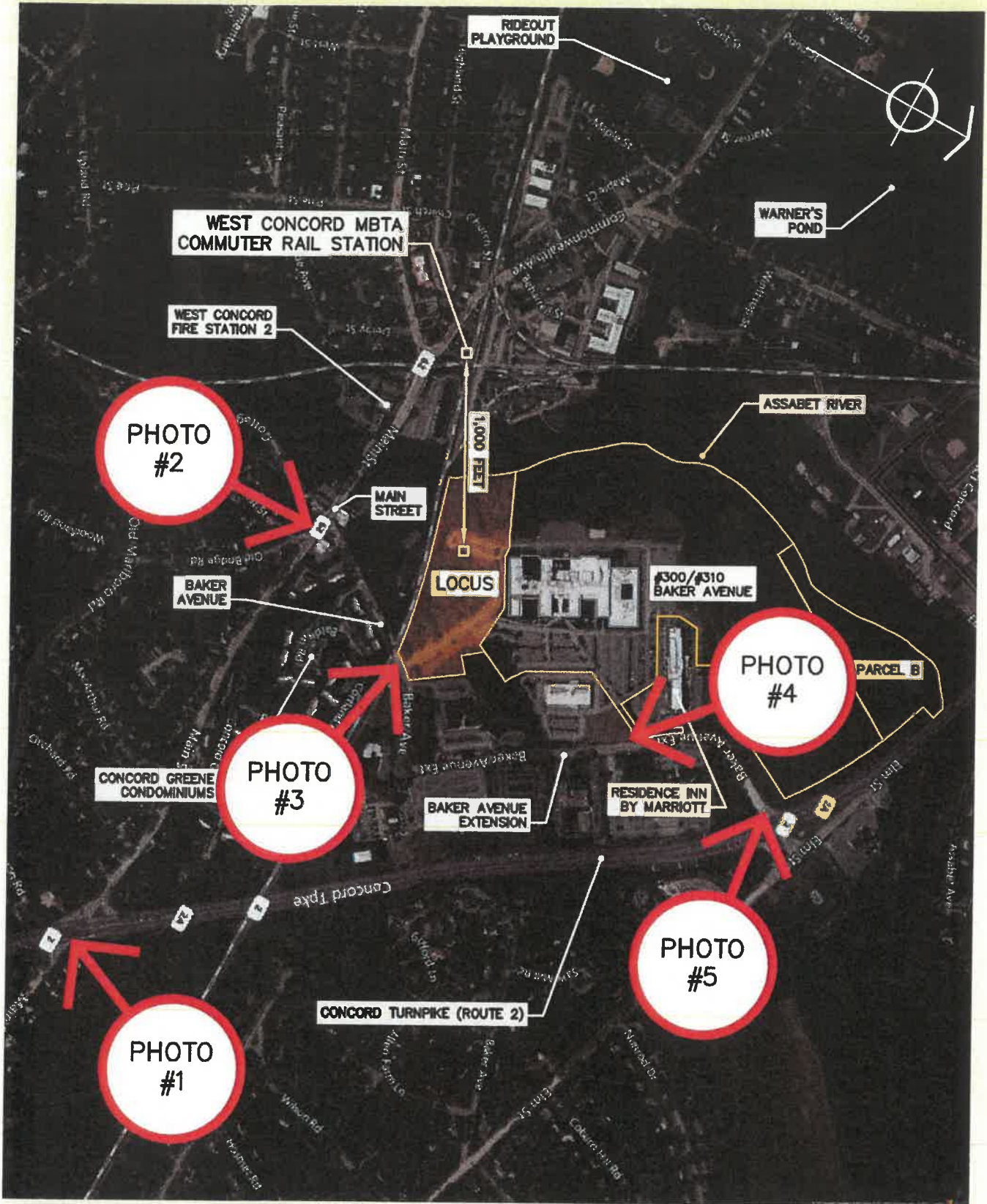
#292 & #294 Baker Avenue

2.3 Site/Context Photographs (required):

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.

NOVO Riverside Commons - Photo Locations

Concord, Massachusetts



BEALS + THOMAS

#292 & #294 Baker Avenue

B+T Drawing No. 206327P119A-003 Date: 06/08/2023 Scale: 1" = 700'

Aerial Exhibit



**INTERSECTION OF ROUTE 2
AND
MAIN STREET**

#1



**INTERSECTION OF MAIN STREET
AND
BAKER AVENUE**

#2



**INTERSECTION OF BAKER AVENUE
AND
ENTRANCE TO LOCUS/CONCORD MEADOWS**

#3



**INTERSECTION OF BAKER AVENUE EXTENSION
AND
ENTRANCE TO CONCORD MEADOWS**

#4



**INTERSECTION OF BAKER AVENUE EXTENSION
AND
ROUTE 2**

#5

2.4 Documentation Regarding Site Characteristics/ Development Constraints (required):

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

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

2.4 Documentation Regarding Site Characteristics/Constraints (required):

The following includes documentation of site characteristics and constraints, including available narratives, summaries and relevant documentation including: Flood Insurance Rate Map (FIRM) showing site boundaries, Wetlands Delineation, and Historic District Nomination(s), and other matters as described below.

A. Floodplain

Portions of the Property lie within a designated ZONE AE, depicted on the Civil Plans as elevation 124.7 on FEMA FIRM Community Panel 359 of 656, Map Number 25017C0359F. The limits of the Zone AE are also depicted on Sheet C2.1 of the Civil Plans attached as Attachment 3.1, Preliminary Site Layout Plan(s).

B. Wetland Resource Areas

A delineation of wetland resource areas and associated buffer zones was performed by Beals and Thomas in February of 2023. Wetlands associated with the Assabet River were taken from a plan entitled “Existing Condition Plan, Assabet River Trail and Bridge Project, Concord, Massachusetts”, prepared by GPI, dated April 26, 2021. Wetland resources areas, consisting of the 200-foot Riverfront Area associated with the Assabet River, Land Subject to Flooding, Bordering Vegetated Wetlands, and Buffer Zones are depicted on Sheet 2.1 of the Civil Plans attached as Attachment 3.1, Preliminary Site Layout Plan(s).

C. Conservation Restriction

Certain portions of the Property are encumbered by a Conservation Restriction (CR), but no work is proposed within any area subject to the CR. The geographical limits of the areas subject to the Conservation Restriction are depicted on Sheet TP-1 of the Civil Plans attached as Attachment 3.1, Preliminary Site Layout Plan(s).

D. Endangered Species

Based upon a review of the NHESP regulatory data viewer, the Property is not located in a mapped NHESP Priority Habitats of Rare Species or NHESP Estimated Habitats of Rare Wildlife using the most up to date Priority & Estimated Habitats (15th Edition Natural Heritage Atlas, August 1, 2021).

E. Historic Resources

The Property is not subject to an historic preservation restriction, and to the Applicant’s knowledge, the Property does not include any historic landmark, is not listed on the National Register of Historic Places or State Register of Historic Places, is not located within a local historic district, and is not an inventoried property.

F. Other Potential Constraints

As noted in the “Development Constraints” Section of this PEL Application, the following are identified on the “Existing Conditions Plan” and a brief description of the same is as follows:

(a) Easements, rights of way or other restrictions of record affecting the development of the site.

In addition to the CR noted above, there are existing easements of record encumbering the Property, but are not anticipated to be a Project site constraint.

(b) Site, or any portion thereof, located within a designated flood hazard area.

As noted above, and as identified on the Existing Conditions Plan, portions of the Property are located within identified floodplain, but the Project will comply with applicable wetlands, floodplain and other performance standards.

(c) Documented state-designated wetlands on the site?

As noted above, and as identified on the Existing Conditions Plan, portions of the Property include wetland resource areas and associated buffer zones.

(d) Known significant areas of ledge or steep slopes.

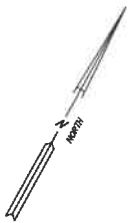
As identified on the Existing Conditions Plan, portions of the Property include steep slopes have a grade of greater than 25% near the eastern property line adjacent to Baker Avenue. A limited amount of parking is proposed in this area and retaining walls will be utilized to accommodate the work in, and to minimize potential impacts to, certain portions of these areas.

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.

100-YEAR FLOOD CONTOUR ELEVATION 124.7

NOTE:
DEVELOPMENT TO BE ACHIEVED VIA A
CONDOMINIUM FORM OF OWNERSHIP WITH THE
ABUTTING LOT A.



ZONING SUMMARY TABLE

ZONING CLASSIFICATION: INDUSTRIAL PARK A
WELLES CONSERVANCY DISTRICT
FLOODPLAIN CONSERVANCY DISTRICT

DIMENSIONAL REQUIREMENT	REQUIRED	PROPOSED (LOT B)
MINIMUM LOT AREA (ACRES)	4	10.24
MINIMUM LOT FRONTAGE (FEET)	200	155.95
MINIMUM LOT DEPTH (FEET)	100	100
MINIMUM FRONT YARD (FEET)	50	50.57
MINIMUM SIDE YARD (FEET)	20	20.93
MINIMUM REAR YARD (FEET)	20	16.81
MINIMUM BUILDING HEIGHT	20	20.79
MINIMUM BUILDING FOOTPRINT (%)	20	29.55
MINIMUM BUILDING HEIGHT IN STORES	3	3
MINIMUM BUILDING HEIGHT IN FEET	40	40
MAXIMUM LOT COVERAGE (%)		30.00
STRUCTURES FOOTPRINT (%)		8.75%
STRUCTURES (% OF TOTAL LOT AREA) (INCLUDING BUILDINGS) ALL IMPERVIOUS (SF)		133,213.4
ALL IMPERVIOUS AREAS (% OF TOTAL LOT AREA)		50%
ALL IMPERVIOUS AREAS (% OF TOTAL LOT AREA)		30.43%

*JOINT PARKING WITH NO SETBACK IS PERMITTED IF APPROVED UNDER SITE PLAN REVIEW

PARKING SUMMARY TABLE

PROPOSED USE: RAMP / LIGHT MANUFACTURING
PROPOSED DIST. 60,000 SQUARE FEET / 3 STORES

REQUIREMENT	PROPOSED	REQUIRED
1 SPACE PER 400 SF → 50,000 SF x (1 SPACE/400 SF)	250 SPACES	250 SPACES (INCL. 7 ACCESSIBILITY)
*A TOTAL OF 200-300 PARKING SPACES REQUIRES THERE TO BE 7 ACCESSIBLE PARKING SPACES		

PREPARED FOR:
TAURUS INVESTMENT HOLDINGS, LLC
170 INTERNATIONAL PLACE
BOSTON, MASSACHUSETTS 02110



FOR PERMITTING ONLY
COPYRIGHT © BY BEALS & THOMAS, INC.
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PREPARED BY:
BEALS & THOMAS
BEALS AND THOMAS, INC.
1500 SOUTH BOSTON STREET
SOUTH BOSTON, MASSACHUSETTS 02127-2104
TEL: 617.267.1000 | WWW.BEALSTHOMAS.COM

NO.	DATE	DESCRIPTION
1	05/14/2023	PRELIMINARY
2	05/14/2023	REVISIONS
3	05/14/2023	REVISIONS
4	05/14/2023	REVISIONS
5	05/14/2023	REVISIONS
6	05/14/2023	REVISIONS
7	05/14/2023	REVISIONS
8	05/14/2023	REVISIONS
9	05/14/2023	REVISIONS
10	05/14/2023	REVISIONS

PROJECT:
NOVO RIVERSIDE COMMONS
292 & 294 BAKER AVENUE
CONCORD, MASSACHUSETTS

SCALE: 1" = 40'
DATE: MAY 22, 2023

BY: RIGHT PLAN
BY: JOB NO. 2023-07
BY: PLAN NO. 2023-001

3.1 Preliminary Site Layout Plan(s) (required):

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

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

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

NOVO RIVERSIDE COMMONS 292 & 294 BAKER AVENUE

IN
CONCORD, MASSACHUSETTS
(Middlesex County)

OWNER

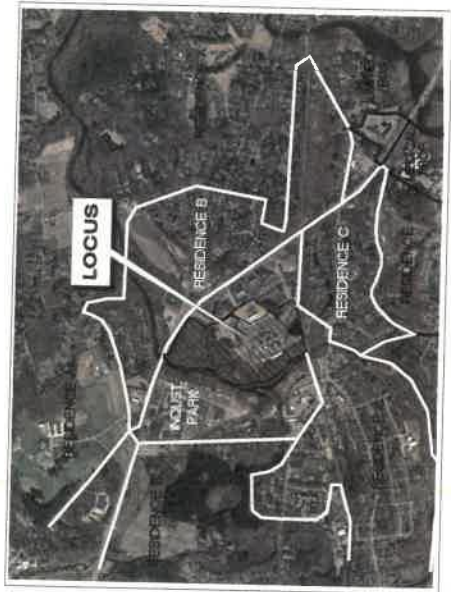
Taurus Investment Holdings, LLC
Two International Place
Boston, Massachusetts 02110

ARCHITECT

CUBE | 3
370 Merrimack Street, Suite 337
Lawrence, Massachusetts 01843

CIVIL ENGINEER/SURVEYOR

Beals and Thomas, Inc.
Reservoir Corporate Center
144 Turnpike Road
Southborough, Massachusetts 01772
Christopher Mark E. Beaman
5/22/2023



Locus Map
Scale: 1" = 1000'

PEL SUBMISSION SET
MAY 22, 2023

SHEET INDEX

- C1.0 Cover Sheet/Locus Plan (1" = 1000')
- C1.1 Notes, References, and Legend
- TP-1 - TP-3 Existing Conditions Plans
- PL Lotting Plan
- C2.1 Layout and Materials Site Plan
- C3.1 Grading and Drainage Plan
- C4.1 - C4.2 Site Details

PREPARED FOR:

TAURUS INVESTMENT HOLDINGS, LLC
810 N WYANDORF RD #2000
MAYLAND, FL 32701

RECORD OWNER:

CD 211 PROPERTY LLC
REED BOOK 24436, PAGE 411
LOT B-1
PLAN NO. 980 OF 2014

1. 03/29/2014	ISSUED SET
2. 04/22/2014	REVISIONS
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PREPARED FOR:

TAURUS INVESTMENT HOLDINGS, LLC
TWO INTERNATIONAL PLACE
BOSTON, MASSACHUSETTS 02110



Maria E. Keenan
5/18/2023



Edy H. Torres

FOR PERMITTING ONLY

COMMENT: (S) BY SCALE AND NUMBER, INC.
ALL RIGHTS RESERVED

PREPARED BY:

DEBALS & THOMAS

1155 STATE STREET, SUITE 100
SOUTH BOSTON, MASSACHUSETTS 02127
TEL: 617.267.0000 | WWW.DEBALSTHOMAS.COM

NO.	DESCRIPTION	DATE	BY	APP'D.
1	PRELIMINARY PLAN	05/18/2023	MEK	ETH
2	FOR PERMITTING ONLY	05/18/2023	MEK	ETH

PROJECT:

**NOVO RIVERSIDE COMMONS
202 & 204
BAKER AVENUE
CONCORD, MASSACHUSETTS**

SCALE: 1" = 40'

DATE: MAY 22, 2023

PROJECT NO. 2023-0011-01

LAYOUT AND MATERIALS SITE PLAN

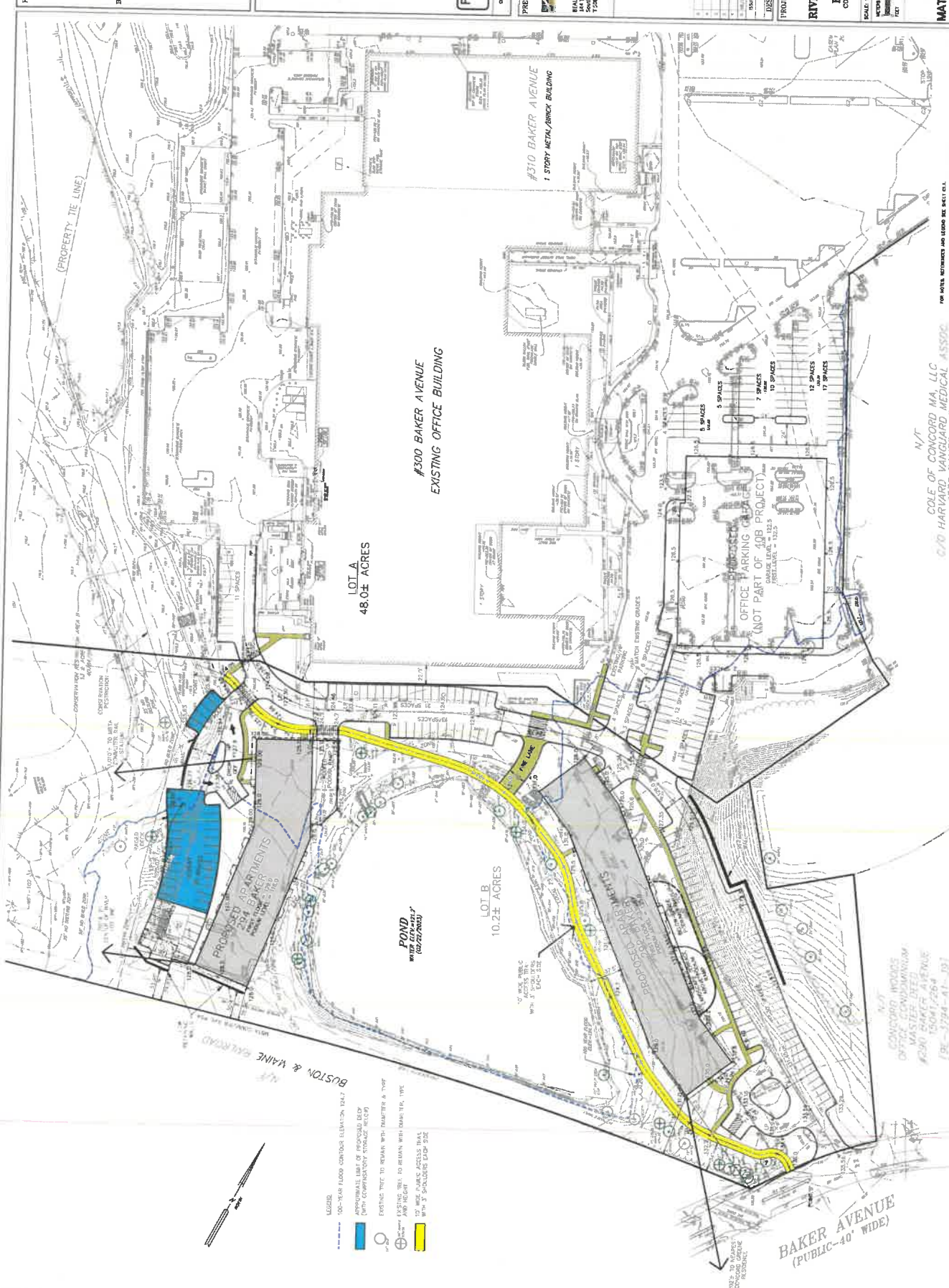
BY: DEBALS & THOMAS
DATE: 05/18/2023

C2.1

FOR ALL NOTES, REFER TO SHEETS AND LEGEND SHEETS. ALL NOTES AND DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

N/T
 COLE OF CONCORD MA, LLC
 C/O HARRIARD VANGUARD MEDICAL ASSOC
 #330 BAKER AVENUE
 CONCORD MA 02020-7231
 [98-37984-1-3]

N/T
 CONCORD INDOOR OFFICE COMPLEX
 MASTER PLAN
 #200 BAKER AVENUE
 CONCORD MA 02020-7264
 [98-3794-11-19]



- LEGEND:**
- 100-YEAR FLOOD CONTOUR ELEVATION 124.7
 - PROPOSED LIMIT OF RESPONSIBILITY WITH CONSTRUCTION STAKE (MCO)
 - EXISTING TREE TO REMAIN WITH TRUNKER A THIN
 - EXISTING TREE TO REMAIN WITH TRUNKER B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z
 - 10' WIDE PUBLIC ACCESS TRAIL WITH 3' SHOULDER EACH SIDE

BAKER AVENUE (PUBLIC-40' WIDE)

LOT A
48.0± ACRES

#300 BAKER AVENUE
EXISTING OFFICE BUILDING

LOT B
10.2± ACRES

POND
W/ 10' WIDE PUBLIC ACCESS TRAIL WITH 3' SHOULDER EACH SIDE

OFFICE PARKING GARAGE
(NOT PART OF 400 PROJECT)
POST-LEASE = 122.5

PROPOSED APARTMENTS
204 BAKER AVENUE
POST-LEASE = 116.0

PREPARED FOR:

TAURUS INVESTMENTS HOLDINGS, LLC
TWO INTERNATIONAL PLACE
BOSTON, MASSACHUSETTS 02110



NOT ISSUED FOR CONSTRUCTION

CONCEPT (C) BY BEALS AND THOMAS, INC.
ALL RIGHTS RESERVED

PREPARED BY:

BEALS + THOMAS

JAMES M. THOMAS, INC.
141 N. Southborough, Massachusetts 01771-2134
T: 508.366.0261 www.bealsandthomas.com

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98	DATE: 05/27/2023	BY: JMT
99	DATE: 05/27/2023	BY: JMT
100	DATE: 05/27/2023	BY: JMT

PROJECT:
**NOVO RIVERSIDE COMMONS
202 & 204
BAKER AVENUE
CONCORD, MASSACHUSETTS**

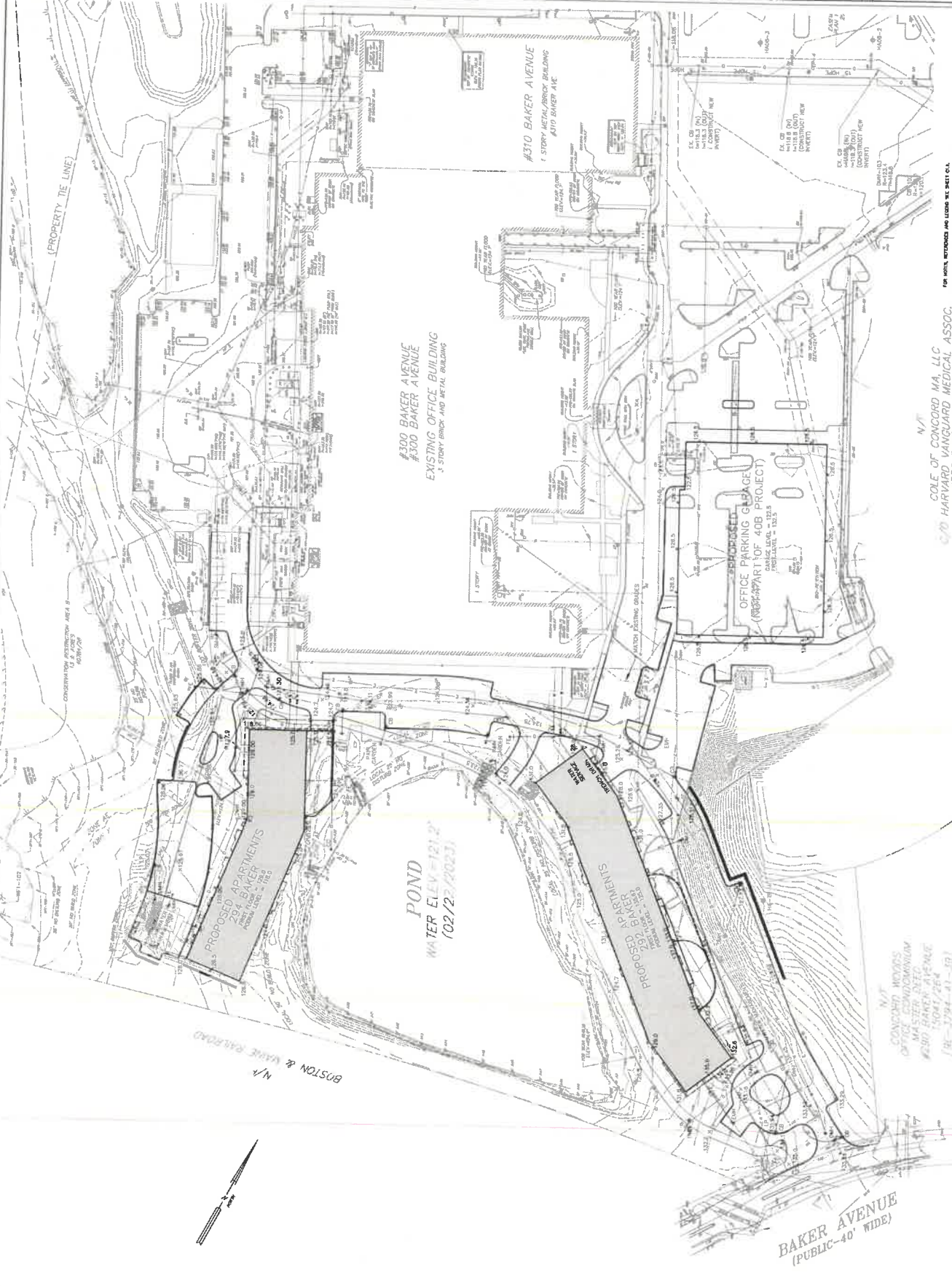
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DATE: MAY 22, 2023



GRADING AND DRAINAGE PLAN

BY: JMT
DATE: 05/27/2023

C3.1



N/A
 COLE OF CONCORD MA, LLC
 HARVARD VANGUARD MEDICAL ASSOC.
 #530 BAKER AVENUE
 #20200/231
 /9E-5794-1-3

N/A
 CONCORD COMMONS
 OFFICE COMMONS
 MASTER DEED
 #300 BAKER AVENUE
 #20200/231
 /9E-5794-1-3

FOR VITAL RECORDS AND LEGAL USE ONLY.
 THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF BEALS AND THOMAS, INC. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY BEALS AND THOMAS, INC. IN WRITING. THE CLIENT ACCEPTS THE RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND FOR THE RESULTS OF THE DESIGN. BEALS AND THOMAS, INC. IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. BEALS AND THOMAS, INC. IS NOT RESPONSIBLE FOR ANY CHANGES TO THIS PLAN THAT ARE NOT APPROVED BY BEALS AND THOMAS, INC. IN WRITING.

PREPARED FOR:

TAURUS INVESTMENT HOLDINGS, LLC
TWO INTERNATIONAL PLACE
BOSTON, MASSACHUSETTS 02110



FOR PERMITTING ONLY

COMPILED BY: DAVID J. THOMAS, P.E.

PREPARED BY:

BEALS+THOMAS
BEALS AND THOMAS, INC.
1000 STATE STREET
SOUTHBORO, MASSACHUSETTS 01772-1104
TEL: 508.366.0596 | WWW.BEALSTHOMAS.COM

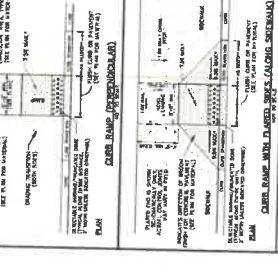
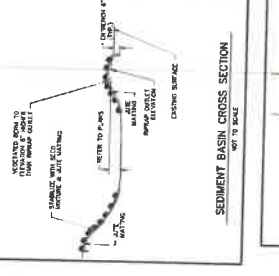
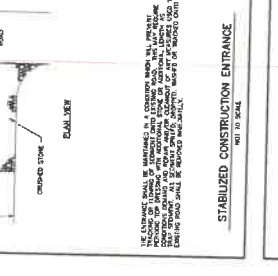
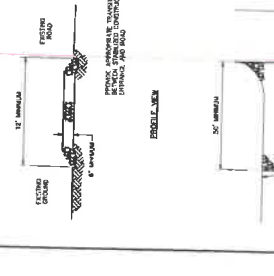
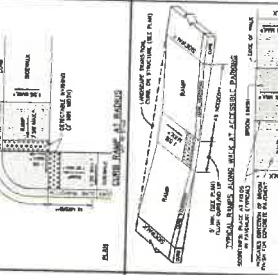
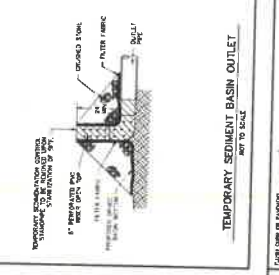
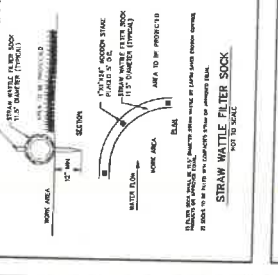
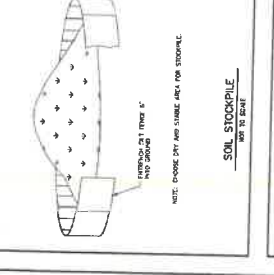
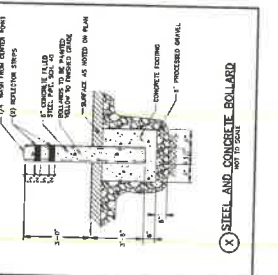
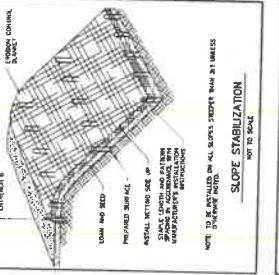
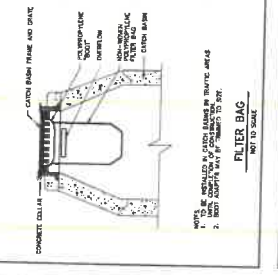
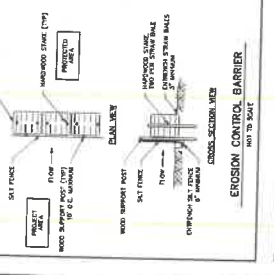
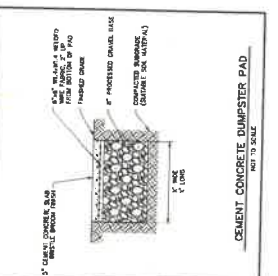
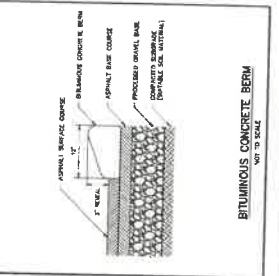
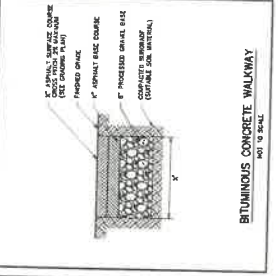
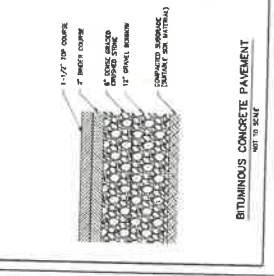
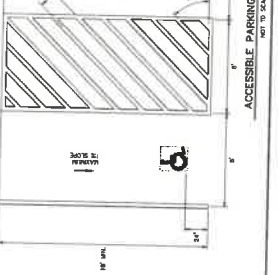
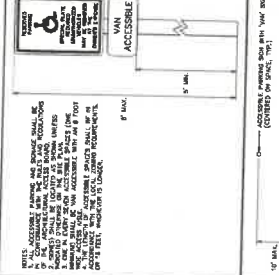
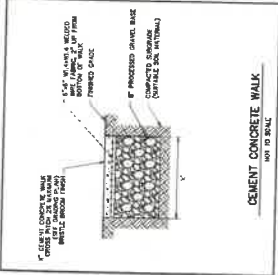
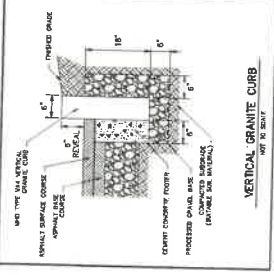
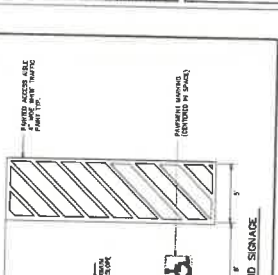
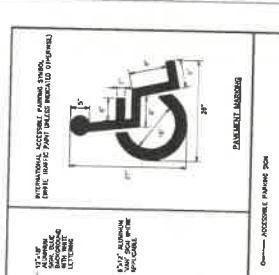
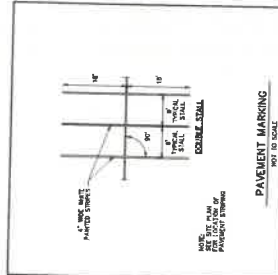
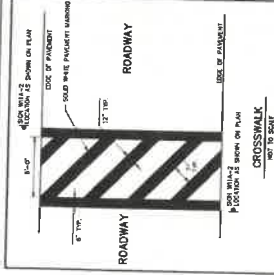
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5		

NOVO RIVERSIDE COMMONS
292 & 294
BAKER AVENUE
CONCORD, MASSACHUSETTS

SCALE: AS NOTED DATE: MAY 27, 2023

SITE DETAILS

C4.1
SHEET NO. C4.1-003



BEALS+THOMAS, INC. SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION METHODS, TECHNIQUES, OR FAILURE OF THE CONTRACTOR TO COMPLY WITH THE TERMS OF THIS AGREEMENT WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

PREPARED FOR:

TAURUS INVESTMENT HOLDINGS, LLC
AND INTERNATIONAL PLACE
BOSTON, MASSACHUSETTS 02110



FOR PERMITTING ONLY

COMPILED BY: [Signature]

PREPARED BY:

SEALS + THOMAS
BRUCE AND THOMAS, INC.
1000 COMMERCIAL STREET
SCOTTSDALE, MA 01126
TEL: 617.262.0000 FAX: 617.262.0001
WWW.SEALSANDTHOMAS.COM

NO.	REVISION	DATE	BY	CHKD.	APP'D.
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3	REVISED PER COMMENTS	05/22/2022	[Signature]	[Signature]	[Signature]

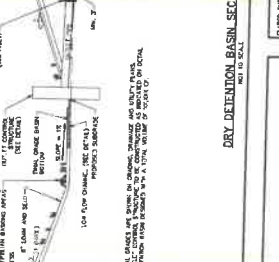
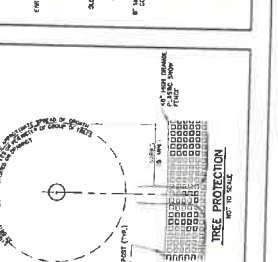
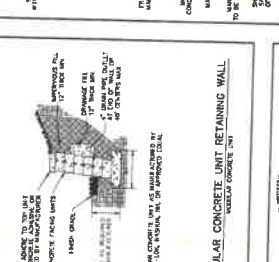
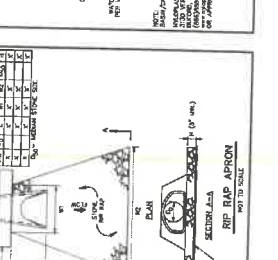
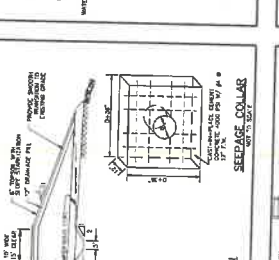
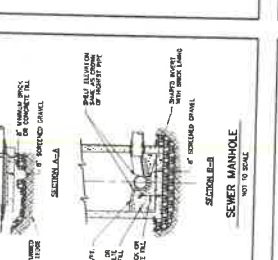
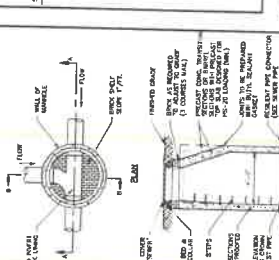
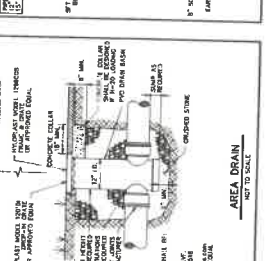
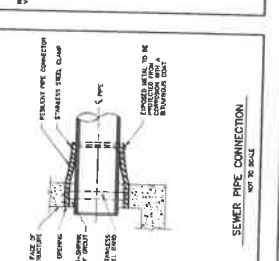
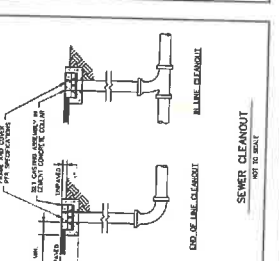
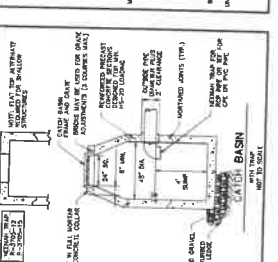
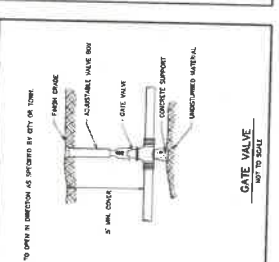
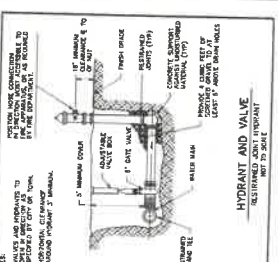
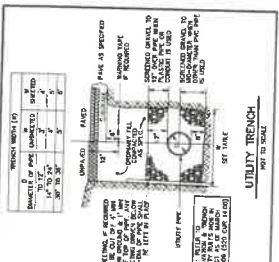
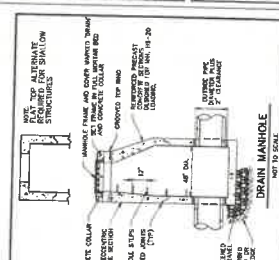
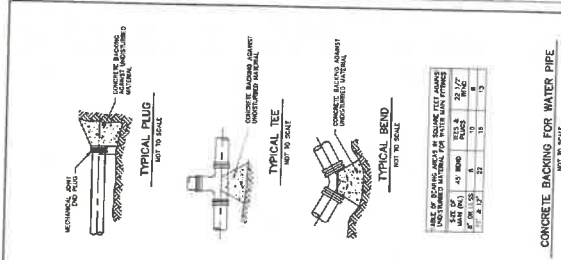
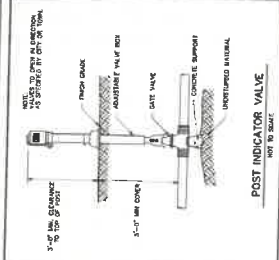
PROJECT:
**NOVO RIVERSIDE COMMONS
282 & 294
BAKER AVENUE
CONCORD, MASSACHUSETTS**

SCALE: AS NOTED. DATE: MAY 22, 2022

SITE DETAILS

311 JOB NO. 2022003117
617.262.0000

C42

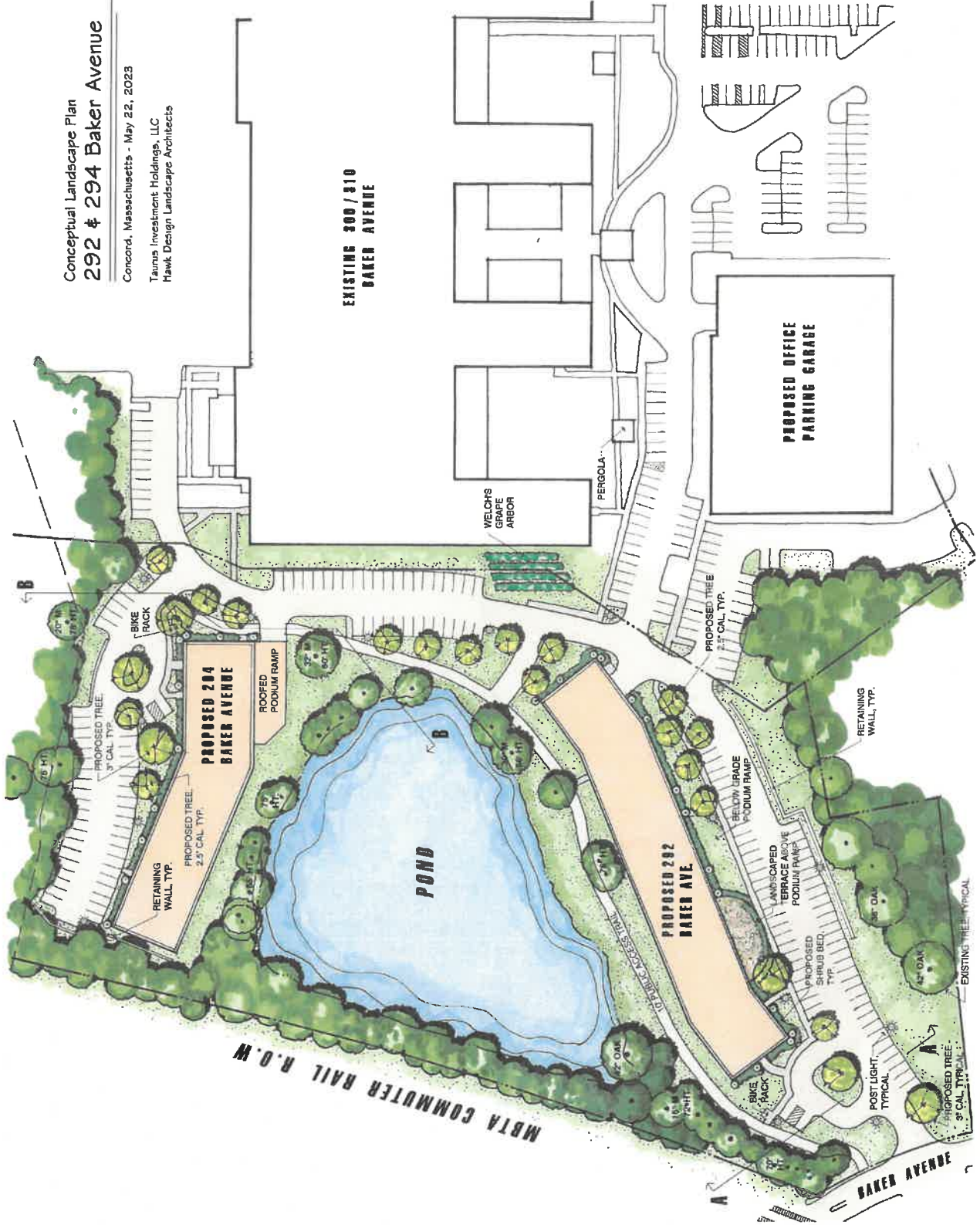
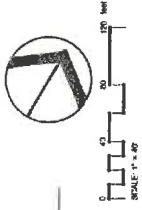


NOTES: 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS AND STANDARD DETAILS. 2. ALL MATERIALS SHALL BE APPROVED BY THE DPW. 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. 4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE DPW. 5. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ENGINEER. 6. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT SUPERVISOR. 7. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT MANAGER. 8. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT DIRECTOR. 9. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT CHIEF. 10. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT OFFICE. 11. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT STAFF. 12. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT BOARD. 13. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT COMMITTEE. 14. 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ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT COMMUNICATION. 66. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT COLLABORATION. 67. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT PARTNERSHIP. 68. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ALLIANCE. 69. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT COOPERATION. 70. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT SUPPORT. 71. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ASSISTANCE. 72. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT GUIDANCE. 73. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ADVICE. 74. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT HELP. 75. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT SUPPORT. 76. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ASSISTANCE. 77. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT GUIDANCE. 78. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ADVICE. 79. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT HELP. 80. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT SUPPORT. 81. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ASSISTANCE. 82. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT GUIDANCE. 83. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ADVICE. 84. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT HELP. 85. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT SUPPORT. 86. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ASSISTANCE. 87. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT GUIDANCE. 88. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ADVICE. 89. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT HELP. 90. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT SUPPORT. 91. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ASSISTANCE. 92. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT GUIDANCE. 93. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ADVICE. 94. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT HELP. 95. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT SUPPORT. 96. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ASSISTANCE. 97. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT GUIDANCE. 98. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT ADVICE. 99. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT HELP. 100. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT SUPPORT.

3.1A Preliminary Landscape Plan/Renderings:

Conceptual Landscape Plan
292 & 294 Baker Avenue

Concord, Massachusetts - May 22, 2023
 Taurus Investment Holdings, LLC
 Hawk Design Landscape Architects





Scale: 1/16" = 1'-0"
 Horizontal & Vertical

Site Section A-A
292 Baker Avenue

Concord, Massachusetts - May 22, 2023
 Taurus Investment Holdings, LLC
 Hawk Design Landscape Architects



Scale: 1/16" = 1'-0"
 Horizontal & Vertical

Site Section B-B
294 Baker Avenue

Concord, Massachusetts - May 22, 2023
 Taurus Investment Holdings, LLC
 Hawk Design Landscape Architects

3.2 Graphic Representations of Project/Preliminary Architectural Plans (required):

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

NOVO Riverside Commons

PEL SUBMISSION
22 MAY 2023

292 & 294 BAKER AVE.
CONCORD, MA

Project Team:

Client:
TAURUS INVESTMENT HOLDINGS, LLC
Two International Place,
Boston, MA 02110
+1(617)357-4440

Architects/Interiors:
CUBE 3
370 Merrimack Street,
Suite 337
Lawrence, MA 01843
(978)989-9900

Civil:
BEALS+THOMAS, INC.
144 Tumpike Rd.
Southborough, MA 01772
(508)366-0560

CONCEPTUAL UNIT MIX SUMMARY

**TAURUS
NOVO RIVERSIDE COMMONS
292 & 294 BAKER AVE, CONCORD, MA
CONCEPTUAL UNIT MIX & BUILDING SUMMARY
6/15/2023**

UNIT TYPE	DESCRIPTION	RESIDUAL	UNIT COUNT	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	5TH FLOOR	UNIT TYPE	TOTAL UNITS	TOTAL BEDS	UNIT AREA
A	1 Bed/1 Bath	1	630	16	16	16	15	15	A	78	78	38.8%
B	2 Bed/2 Bath	2	1,081	28	20	20	22	27	B	102	204	50.7%
C	3 Bed/2 Bath	3	1,189	3	5	5	4	4	C	21	43	10.4%
TOTALS			2,899	47	46	46	41	46		201	345	100%
<i>Average SF</i>												

PARKING

SURFACE PARKING	148
PODIUM PARKING	161
TOTAL RESIDENTIAL PARKING SPACES	309
PARKING RATIO	1.51



NOVO Riverside Commons
292 & 294 BAKER AVE.
CONCORD, MA

TAURUS INVESTMENT HOLDINGS, LLC
TWO INTERNATIONAL PLACE
BOSTON, MA 02110

PEL SUBMISSION
NOT FOR CONSTRUCTION

DATE: 05.02.2023
DRAWN BY: JF
CHECKED BY: JF
PROJECT NO: 22-0001
PROJECT NAME: NOVO RIVERSIDE COMMONS
DRAWING NO: 201.000



Cover Sheet

A-000

EXHIBIT LIST - PEL Submittals

Sheet Number	Sheet Name	Approved	PEL Submittal
AK-000	292 Building Section		
AK-001	294 Building Section		
AK-002	292 Building Section		
AK-003	294 Building Section		
AK-004	292 Building Section		
AK-005	294 Building Section		
AK-006	292 Building Section		
AK-007	294 Building Section		
AK-008	292 Building Section		
AK-009	294 Building Section		
AK-010	292 Building Section		
AK-011	294 Building Section		

EXHIBIT LIST - PEL Submittals

Sheet Number	Sheet Name	Approved	PEL Submittal
AK-012	292 Building Section		
AK-013	294 Building Section		
AK-014	292 Building Section		
AK-015	294 Building Section		
AK-016	292 Building Section		
AK-017	294 Building Section		
AK-018	292 Building Section		
AK-019	294 Building Section		
AK-020	292 Building Section		
AK-021	294 Building Section		

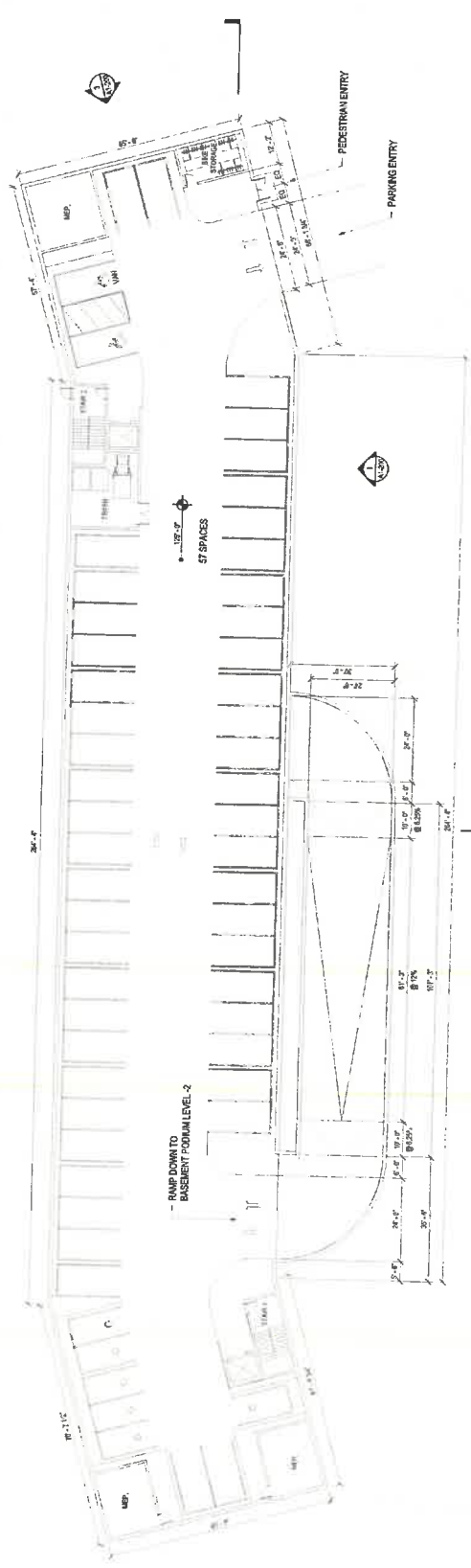


CONCEPTUAL UNIT MIX & BUILDING SUMMARY
 TAURUS
 NOVO RIVERSIDE COMMONS, CONCORD, MA
 CONCEPTUAL UNIT MIX & BUILDING SUMMARY - 292 BAKER AVE.

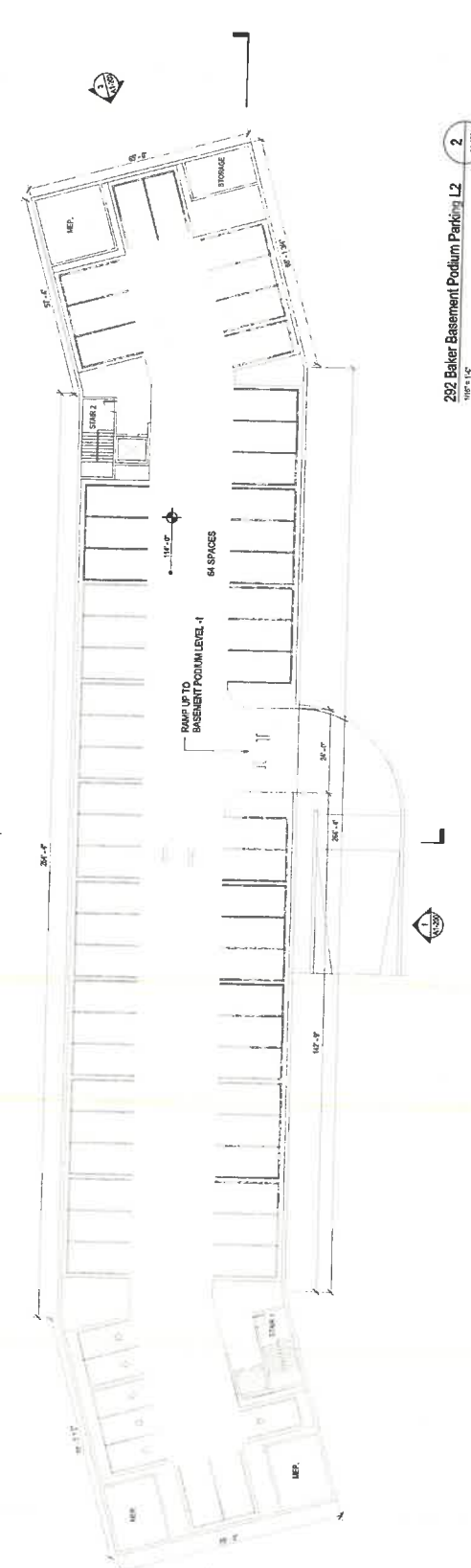
UNIT TYPE	DESCRIPTION	BEDS/UNIT	UNIT NRSF	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	5TH FLOOR	UNIT TYPE	TOTAL UNITS	TOTAL BEDS	UNIT MIX
A1	1 Bed/1 Bath	1	640	8	8	7	6	6	A1	35	35	29.7%
A1.A	1 Bed/1 Bath	1	605	0	0	1	1	1	A1.5	3	3	2.5%
A2	1 Bed/1 Bath	1	640	1	1	1	1	1	A2	5	5	4.2%
A3	1 Bed/1 Bath	1	595	1	1	1	1	1	A3	5	5	4.2%
Totals	Average SF		633	10	10	10	9	9		48	48	40.7%
B1	2 Bed/2 Bath	2	930	2	2	2	2	2	B1	6	12	5.1%
B1.A	2 Bed/2 Bath	2	900	0	1	3	5	3	B1.5	12	24	10.2%
B2	2 Bed/2 Bath	2	870	5	5	5	5	5	B2	25	50	21.2%
B3	2 Bed/2 Bath	2	940	2	1	1	1	2	B3	7	14	5.9%
B3.A	2 Bed/2 Bath	2	900	0	1	1	1	0	B3.5	3	6	2.5%
B4	2 Bed/2 Bath	2	970	1	1	0	0	0	B4	2	4	1.7%
B4.A	2 Bed/2 Bath	2	935	0	0	1	1	1	B4.A	3	6	2.5%
Totals	Average SF		899	10	11	11	13	13		58	116	49.2%
C1	3 Bed/2 Bath	3	1,225	1	0	0	0	0	C1	1	3	0.8%
C1.A	3 Bed/2 Bath	3	1,190	0	1	1	0	0	C1.A	2	6	1.7%
C2	3 Bed/2 Bath	3	1,160	1	1	0	0	0	C2	2	6	1.7%
C2.A	3 Bed/2 Bath	3	1,125	0	0	1	1	1	C2.A	3	9	2.5%
C3	3 Bed/2 Bath	3	1,210	0	1	1	1	1	C3	4	12	3.4%
Totals	Average SF		1,178	2	3	3	2	2		12	36	10.2%
TOTALS	Average SF		700	22	24	24	24	24		118	200	100%

PROGRAM	RESIDENTIAL	AMENITY/LOBBY	BUILDING SUPPORT	STAIR/ELEVATOR/TRASH CORE	PARKING	TOTALS
PROGRAM AREA (SF)	22,330	2,445	75	785	0	25,635
BASEMENT	0	0	0	0	0	0
PODIUM	1,345	1,345	75	785	0	29,280
LEVEL 2	0	0	0	0	0	0
LEVEL 1	0	0	0	0	0	0
PODIUM	24,400	0	0	0	0	24,400
LEVEL 1	24,400	0	0	0	0	24,400
LEVEL 2	0	0	0	0	0	0
LEVEL 3	0	0	0	0	0	0
LEVEL 4	0	0	0	0	0	0
LEVEL 5	0	0	0	0	0	0
PODIUM	24,490	0	0	0	0	24,490
LEVEL 1	24,490	0	0	0	0	24,490
LEVEL 2	0	0	0	0	0	0
LEVEL 3	0	0	0	0	0	0
LEVEL 4	0	0	0	0	0	0
LEVEL 5	0	0	0	0	0	0
PODIUM	2,445	0	0	0	0	2,445
LEVEL 1	2,445	0	0	0	0	2,445
LEVEL 2	0	0	0	0	0	0
LEVEL 3	0	0	0	0	0	0
LEVEL 4	0	0	0	0	0	0
LEVEL 5	0	0	0	0	0	0
PODIUM	3,065	0	0	0	0	3,065
LEVEL 1	3,065	0	0	0	0	3,065
LEVEL 2	0	0	0	0	0	0
LEVEL 3	0	0	0	0	0	0
LEVEL 4	0	0	0	0	0	0
LEVEL 5	0	0	0	0	0	0
PODIUM	5,665	0	0	0	0	5,665
LEVEL 1	5,665	0	0	0	0	5,665
LEVEL 2	0	0	0	0	0	0
LEVEL 3	0	0	0	0	0	0
LEVEL 4	0	0	0	0	0	0
LEVEL 5	0	0	0	0	0	0
PODIUM	50,325	0	0	0	0	50,325
LEVEL 1	50,325	0	0	0	0	50,325
LEVEL 2	0	0	0	0	0	0
LEVEL 3	0	0	0	0	0	0
LEVEL 4	0	0	0	0	0	0
LEVEL 5	0	0	0	0	0	0
PODIUM	181,690	0	0	0	0	181,690
LEVEL 1	181,690	0	0	0	0	181,690
LEVEL 2	0	0	0	0	0	0
LEVEL 3	0	0	0	0	0	0
LEVEL 4	0	0	0	0	0	0
LEVEL 5	0	0	0	0	0	0

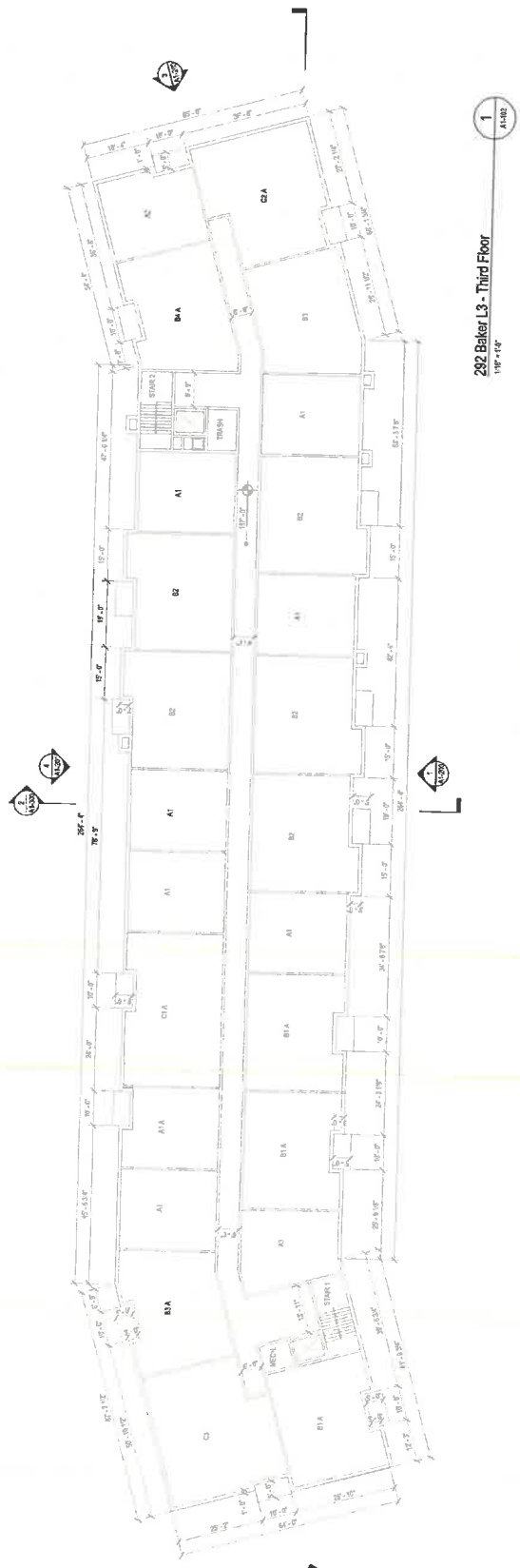
Drawn By:	TRC
Checked By:	MB
Drawn Date:	10/11/17
Checked Date:	10/11/17
Project Name:	NOVO RIVERSIDE COMMONS
Project Number:	2016/00
Sheet Title:	292 BAKER
Sheet Number:	1



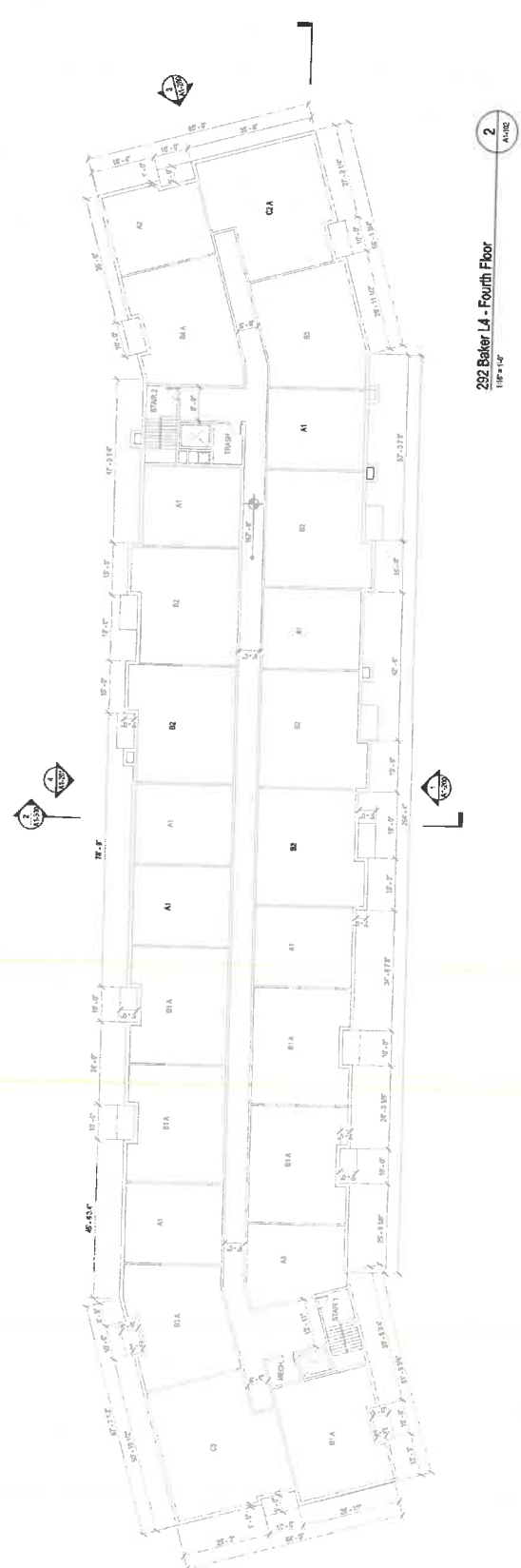
292 Baker Basement Podium Parking L1
 1/8" = 1'-0"



292 Baker Basement Podium Parking L2
 1/8" = 1'-0"



292 Baker L3 - Third Floor
100-1-P32



292 Baker L4 - Fourth Floor
100-1-P32



292 Baker L1 - First Floor



292 Baker L2 - Second Floor



292 Baker L3 - Third Floor



292 Baker L4 - Fourth Floor



292 Baker L5 - Fifth Floor

CONCEPTUAL AFFORDABLE UNIT MIX - 292 BAKER

TAURUS
NOVO RIVERSIDE COMMONS, CONCORD, MA
CONCEPTUAL AFFORDABLE UNIT MIX - 292 BAKER AVE.

UNIT TYPE	REPS. UNIT	UNIT PRICE	TOTAL UNITS	TOTAL RENT	TOTAL RENT / AVG. UNIT	AVG. UNIT PRICE	UNIT PRICE	MARKET UNITS	TOTAL UNITS	TOTAL RENT	TOTAL RENT / AVG. UNIT	AVG. UNIT PRICE	MARKET UNITS	TOTAL UNITS	TOTAL RENT	TOTAL RENT / AVG. UNIT	AVG. UNIT PRICE
A1	1	640	26	16,640	640	24.6%	24.6%	26	9	5,760	640	7.6%	7.6%	9	5,760	640	7.6%
A1A	1	605	3	1,815	605	2.4%	2.4%	3	0	0	0	0.0%	0.0%	0	0	0	0.0%
A2	1	640	4	2,560	640	2.4%	2.4%	4	1	640	640	0.8%	0.8%	1	640	640	0.8%
A3	1	595	3	1,785	595	2.5%	2.5%	3	1	595	595	0.7%	0.7%	1	595	595	0.7%
B1	2	990	5	4,950	990	4.2%	4.2%	5	2	1,980	990	2.4%	2.4%	2	1,980	990	2.4%
B2	2	900	9	8,100	900	7.6%	7.6%	9	6	5,400	900	0.8%	0.8%	6	5,400	900	0.8%
B3	2	940	18	16,920	940	16.1%	16.1%	18	12	11,280	940	2.5%	2.5%	12	11,280	940	2.5%
B3A	2	900	4	3,600	900	5.1%	5.1%	4	2	1,800	900	0.8%	0.8%	2	1,800	900	0.8%
B4	2	970	2	1,940	970	1.7%	1.7%	2	2	1,940	970	0.8%	0.8%	2	1,940	970	0.8%
B4A	2	935	2	1,870	935	1.7%	1.7%	2	2	1,870	935	0.8%	0.8%	2	1,870	935	0.8%
C1	3	1,150	0	0	0	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0	0	0	0.0%
C1A	3	1,150	1	1,150	1,150	0.8%	0.8%	1	3	3,450	1,150	0.8%	0.8%	3	3,450	1,150	0.8%
C2	3	1,160	1	1,160	1,160	0.8%	0.8%	1	3	3,480	1,160	0.8%	0.8%	3	3,480	1,160	0.8%
C2A	3	1,125	2	2,250	1,125	0.8%	0.8%	2	3	3,375	1,125	0.8%	0.8%	3	3,375	1,125	0.8%
C3	3	1,310	1	1,310	1,310	2.5%	2.5%	1	1	1,310	1,310	0.8%	0.8%	1	1,310	1,310	0.8%
TOTAL			118	71,915	611	74.4%	74.4%	118	91	58,335	640	7.4%	7.4%	91	58,335	640	7.4%

KEY

AFFORDABLE UNIT TYPES

- 1 BEDROOM UNIT
- 2 BEDROOM UNIT
- 3 BEDROOM UNIT

MARKET UNITS

1 BEDROOM UNIT	26
2 BEDROOM UNIT	53
3 BEDROOM UNIT	39
TOTAL	118

AFFORDABLE UNITS

1 BEDROOM UNIT	9
2 BEDROOM UNIT	48
3 BEDROOM UNIT	35
TOTAL	91

NOVO Riverside
 Commons

292 & 294 BAKER
 STS
 CONCORD, MA

TAURUS
 INVESTMENT
 HOLDINGS, LLC

TWO
 INTERNATIONAL,
 PLACEDUNTON, MA
 02110

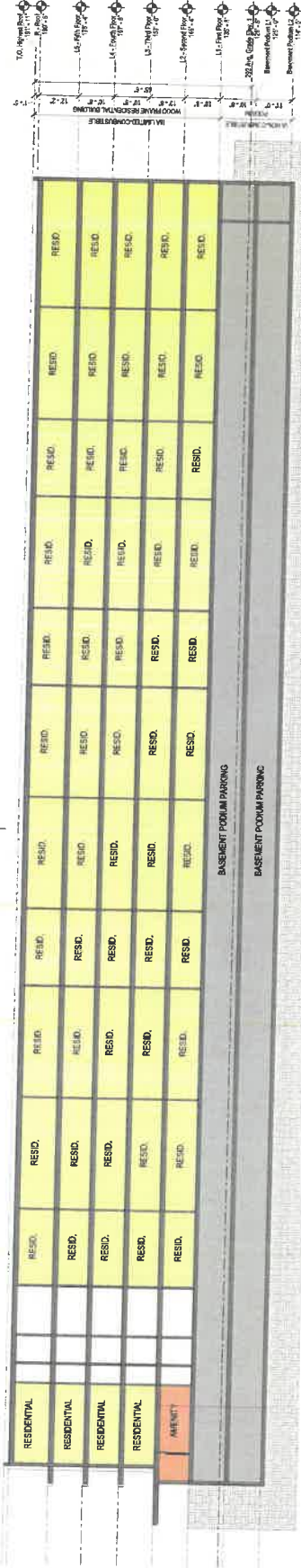
PEL
 SUBMISSION
 NOT FOR
 CONSTRUCTION

drawing by: OK, CO
 drawing checked by: SP, JVA
 drawing scale: 1/8" = 1'-0"
 drawing date: 23 MAR 2023
 project number: 20116.00
 drawing title: PEL SUBMISSION
 Date: _____



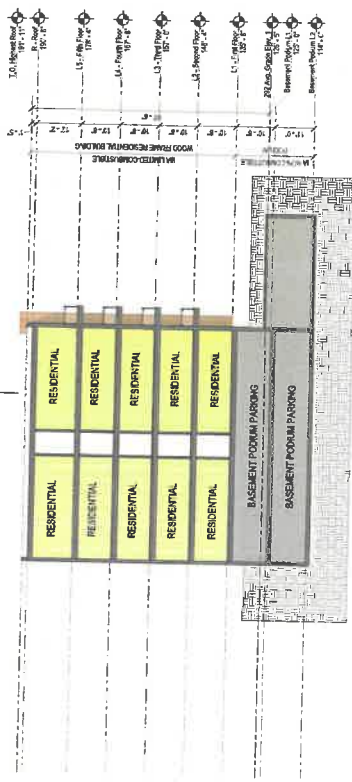
292
 Building
 Sections

A1-300



1
 A1-300

292 Baker Building Section 1
 1/8" = 1'-0"



2
 A1-300

292 Baker Building Section 2
 1/8" = 1'-0"

CONCEPTUAL UNIT MIX & BUILDING SUMMARY
TAURUS
NOVO RIVERSIDE COMMONS, CONCORD, MA
CONCEPTUAL UNIT MIX & BUILDING SUMMARY - 294 BAKER AVE.

NOVO Riverside
 Commons
 292 & 294 BAKER
 AVE.
 CONCORD, MA

TAURUS
 INVESTMENT
 HOLDINGS, LLC
 TWO
 INTERNATIONAL
 PLACE, BOSTON, MA
 02110

PEL
 SUBMISSION
 NOT FOR
 CONSTRUCTION

DATE: 05/14/2024
 DRAWN BY: [Redacted]
 CHECKED BY: [Redacted]
 PROJECT NO.: 24-00000000
 SHEET NO.: 201110
 DATE: 20/11/2023



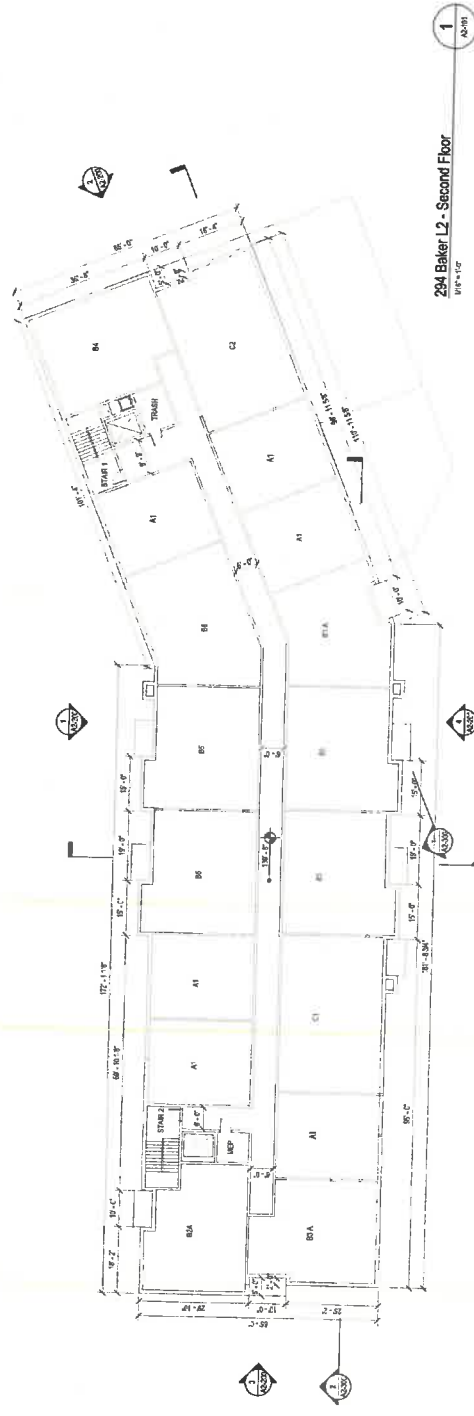
294 Baker
 Unit Mix

A2-000

UNIT TYPE	DESCRIPTION	REDS/UNIT	UNIT MIX	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	5TH FLOOR	UNIT TYPE	TOTAL UNITS	TOTAL BEDS	UNIT MIX
A1	1 Bed/1 Bath	1	640	6	6	2	2	2	A1	18	18	21.7%
A1 A	1 Bed/1 Bath	1	605	0	0	4	4	4	A1 A	12	12	14.5%
Totals	Average SF	2	626	6	6	6	6	6		30	30	36.1%
B1	2 Bed/2 Bath	2	860	1	0	0	0	1	B1	2	4	2.4%
B1 A	2 Bed/2 Bath	2	825	0	1	1	1	0	B1 A	3	6	3.6%
B2	2 Bed/2 Bath	2	900	1	0	0	0	1	B2	2	4	2.4%
B2 A	2 Bed/2 Bath	2	965	0	1	1	1	0	B2 A	3	6	3.6%
B3	2 Bed/2 Bath	2	900	1	0	0	0	0	B3	1	2	1.2%
B3 A	2 Bed/2 Bath	2	880	0	1	1	1	1	B3 A	4	8	4.8%
B4	2 Bed/2 Bath	2	930	0	1	1	1	1	B4	4	8	4.8%
B5	2 Bed/2 Bath	2	970	4	4	4	4	4	B5	20	40	24.1%
B6	2 Bed/2 Bath	2	1,005	1	1	1	1	1	B6	5	10	6.0%
Totals	Average SF	3	942	8	9	9	9	9		44	88	53.0%
C1	3 Bed/2 Bath	3	1,200	1	1	1	1	1	C1	5	15	6.0%
C2	3 Bed/2 Bath	3	1,175	0	1	1	1	1	C2	4	12	4.8%
Totals	Average SF	1,189	1,189	1	2	2	2	2		9	27	10.8%
TOTALS	Average SF	855	855	15	17	17	17	17		83	145	100%

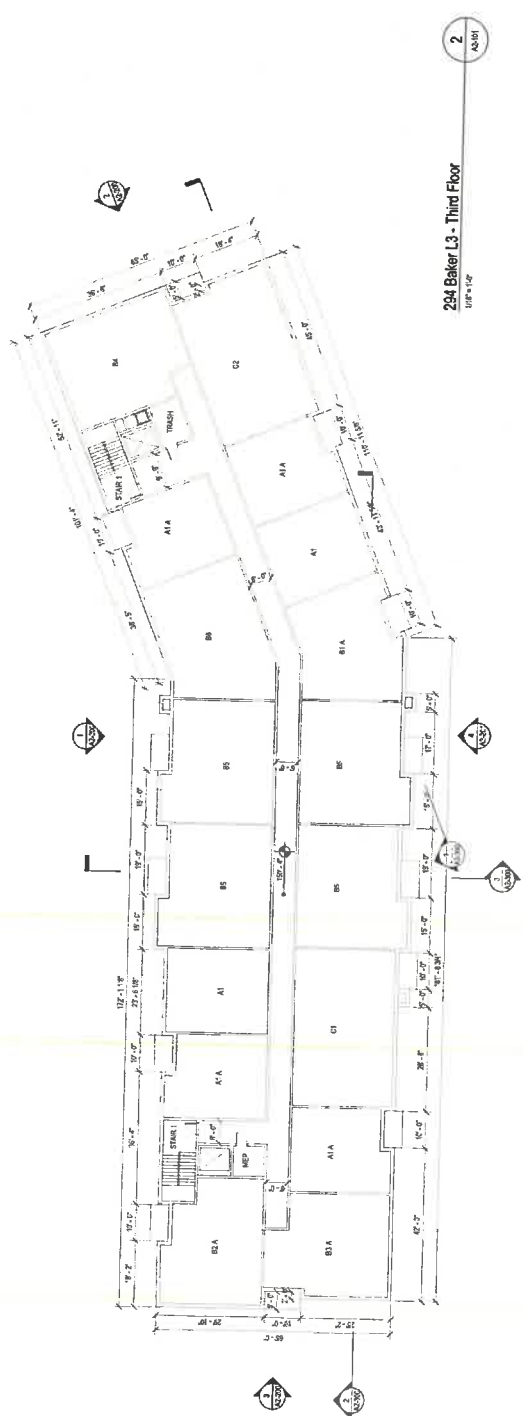
PROGRAM	PROGRAM AREA (SF)	BASEMENT	PODIUM	PODIUM LEVEL 1	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	5TH FLOOR	TOTAL AREA (SF)
RESIDENTIAL		0	0	15,280	17,610	17,490	17,490	17,490	17,550	85,420
AMENITY/LOBBY		0	0	2,515	0	0	0	0	0	2,515
BUILDING SUPPORT		0	875	80	80	80	80	80	80	1,275
STAIR/ELEVATOR/TRASH CORE		0	1,045	790	790	790	790	790	790	4,995
PARKING		0	19,380	0	0	0	0	0	0	19,380
TOTALS		0	21,300	18,665	18,480	18,360	18,360	18,360	18,420	113,585

PROGRAM	PODIUM LEVEL 2	PODIUM LEVEL 1	TOTAL
RESIDENTIAL	0	0	0
AMENITY/LOBBY	0	0	0
BUILDING SUPPORT	0	0	0
STAIR/ELEVATOR/TRASH CORE	0	0	0
PARKING	0	0	0
TOTALS	0	0	0



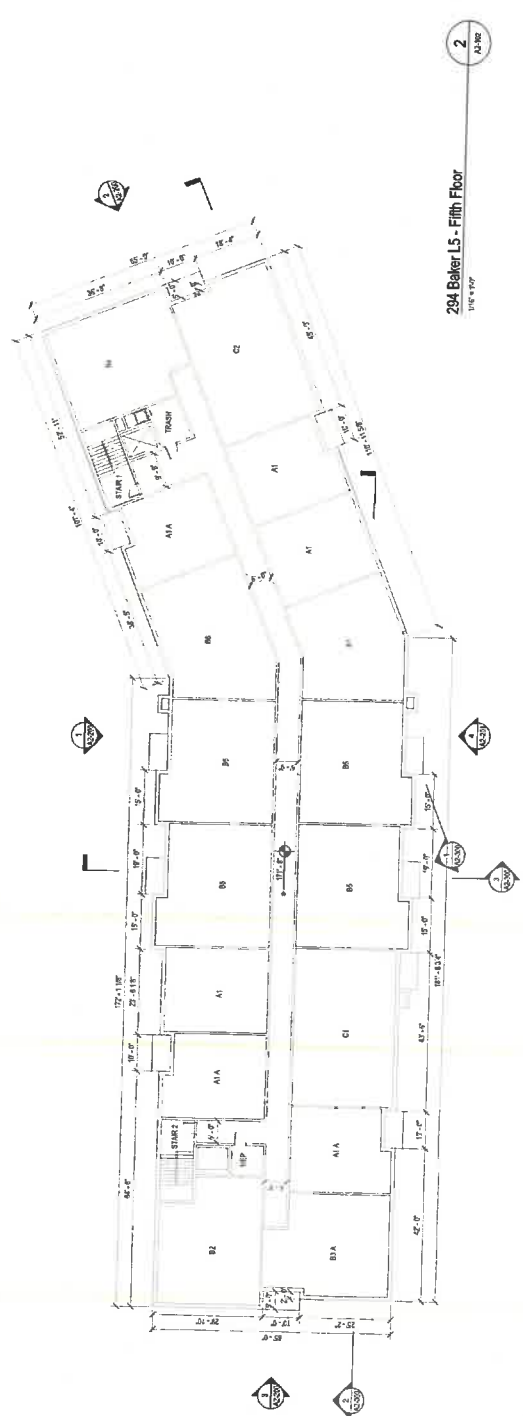
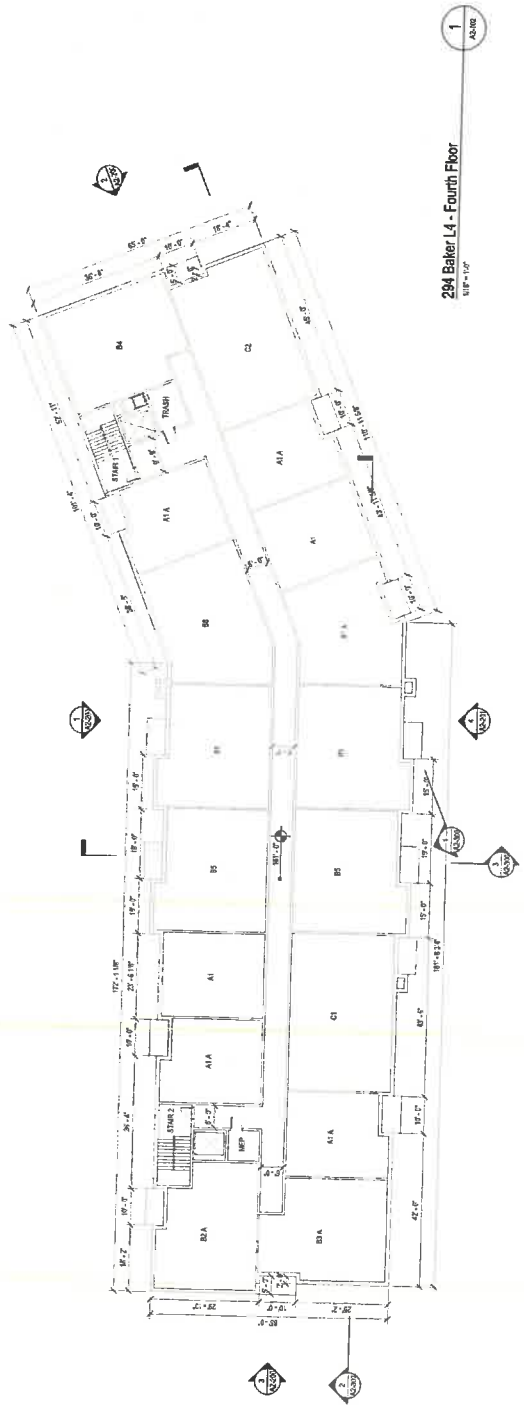
294 Baker L2 - Second Floor
 1/8" = 1'-0"

1
 NORTH

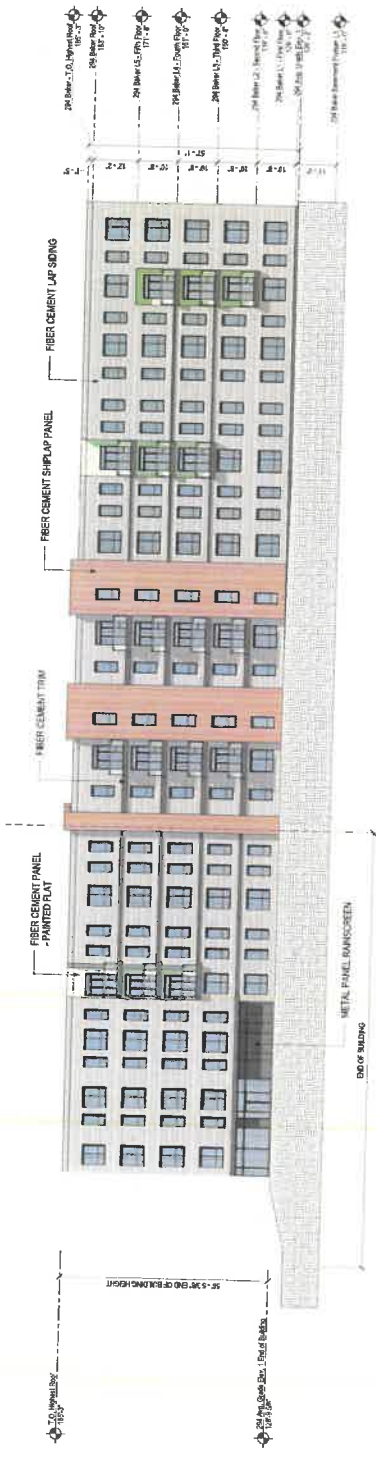


294 Baker L3 - Third Floor
 1/8" = 1'-0"

2
 NORTH



Project No.	294
Project Name	NOVO Riverside Commons
Project Address	292 & 294 Baker Ave., Concord, MA
Project Date	03/11/2022
Project Status	PEL SUBMISSION
Project Type	Commercial
Project Phase	Architectural
Project Location	Concord, MA
Project Owner	Taurus Investment Holdings, LLC
Project Architect	CUBE3 Architecture Consulting
Project Engineer	
Project Designer	
Project Contractor	
Project Subcontractor	
Project Consultant	
Project Specialist	
Project Coordinator	
Project Manager	
Project Director	
Project Executive	



294 Elevation 1
 1/8" = 1'-0"



294 Elevation 2
 1/8" = 1'-0"



294 Elevation 3
 1/8" = 1'-0"

NOVO Riverside
 Committors
 292 & 294 BAKER
 AVE.
 CONCORD, MA

TAURUS
 INVESTMENT
 HOLDINGS, LLC
 RYO
 INTERNATIONAL
 PLACE, BOSTON, MA
 02110

PEL
 SUBMISSION
 NOT FOR
 CONSTRUCTION

Drawn by: OK, CO, JB
 Drawing Number: SP 1002
 Drawing Scale: 1/8" = 1'-0"
 Drawing Date: 21 MAR 2023
 Project Name: NOVO
 Drawing Name: 201E00
 Drawing Number: 201E00
 No. Description Date



294
 Building
 Elevations

A2-201



4
 A2-201

294 Elevation 4
 8/8" = 1'-0"

NOVO Riverside Commons
 292 & 294 BAKER
 CONCORD, MA

TAURUS INVESTMENT HOLDINGS, LLC
 TWO INTERNATIONAL PLACES
 CONCORD, MA 01710

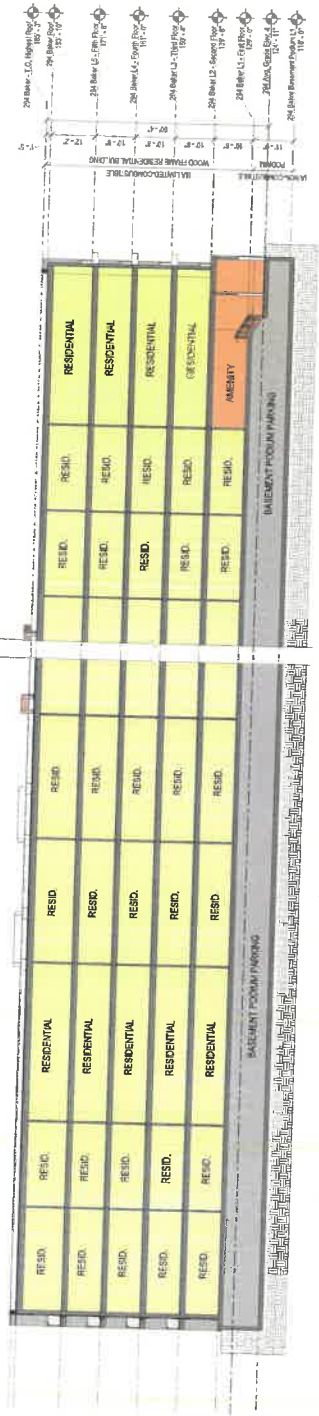
PEL SUBMISSION
 NOT FOR CONSTRUCTION

DATE:	08.10.20
PROJECT:	NOVO RIVERSIDE COMMONS
DRAWING NO.:	1/181 1/127
DATE:	23.MAR.2020
PROJECT:	NOVO RIVERSIDE COMMONS
SCALE:	AS SHOWN
BY:	MM
CHECKED BY:	MM



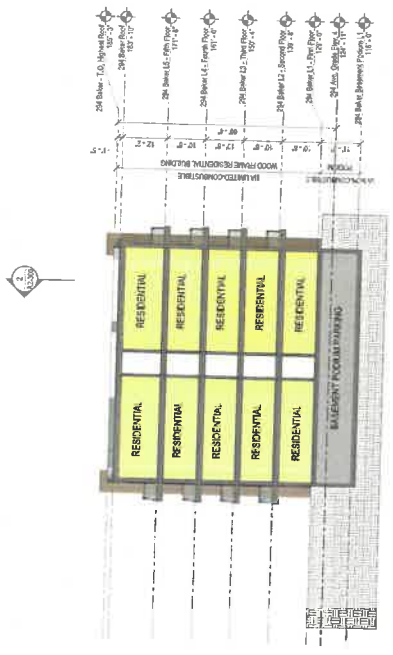
294 Building Sections

A2-300



294 Baker Building Section 1A
 118' x 127'

294 Baker Building Section 1B
 118' x 127'



294 Baker Building Section 2
 118' x 127'

3.3 Narrative Description of Design Approach (required):

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

ARCHITECTURAL NARRATIVE

May 24, 2023

NOVO Riverside Common (NOVO) is a proposed 201 unit transit-oriented apartment community located in the center of West Concord on a 10.2± acre parcel which is currently part of Concord Meadows. Concord Meadows is a mixed-use office, medical and extended-stay hotel park that is within walking distance of the West Concord MBTA commuter rail station. Located to the southeast of the project site is Concord Green, a 220-unit residential condominium development comprised of attached townhouses and multi-unit buildings.

The proposed NOVO apartment community will be undertaken as a redevelopment and reuse of existing commercial parking facilities containing 295 parking spaces. The apartment community will include two complimentary multi-family buildings, known as 292 and 294 Baker, which are located adjacent to opposite sides of a pond centrally located on the locus.

The multifamily building shown on the plans as “292 Baker” contains 118 units in five stories of wood frame type IIIA construction over 2 levels of basement podium parking containing 121 parking spaces. The multifamily building shown on the plans as “294 Baker” contains 83 units in five stories of wood frame type IIIA construction over 1 level of basement podium parking containing 40 parking spaces. Both buildings are fully elevatored, including all basement levels with the main entrances and all internal amenity spaces located at the ground-level/first floor of each building.

The project’s building design and placement includes minimizing building footprints to allow for natural areas and vegetation but also to provide for pedestrian access within the site and beyond. Likewise, the two buildings are designed to subtly bend horizontally to follow the curve of the pond and minimize the visual length of the buildings from multiple vantage points. The 292 Baker Avenue building is set back and perpendicular to Baker Avenue to provide a linear view with its main entrance and drop off area facing the roadway. Surface parking and a continuation of the entrance drive run along the eastern side of 292 Baker to the 294 Baker Avenue building and its main entrance and reception area. A proposed pedestrian trail weaves between the residential buildings and the pond as an amenity and access to the open space.

Both NOVO residential buildings follow the same architectural design strategy. The building facades are made up of clean contemporary massing, bending slightly as noted in the site strategy. The building facades contain a blend of horizontal articulation of floor lines, interrupted by vertical articulation of full-height bay elements, as well as clusters of recessed balconies. Both building entries stand out visually with a grand canopy overhang and are grounded with a deep material tone. Increased glazing at the entries allows increased visibility of the community, engagement, and activity within, becoming visual waypoints for residents crossing from building to building, as well as visitors and future residents arriving to NOVO. The materiality of the facades is made up of varying textures and applications, as well as varying colors of fiber cement siding. The building palette is designed within a cool grey palate, and the vertical elements punctuate that with muted pops of green and warmer neutral tones. As with the entries, the base of the building is grounded with a deep tone to match.

3.4 Tabular Zoning Analysis (required):

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

3.4 Tabular Zoning Analysis:

Zoning analysis in tabular form comparing existing zoning requirements to the waivers to be requested from the Zoning Board of Appeals for the proposed Project.

**Concord Zoning Bylaw – Table I, Principal Uses, Table III – Dimensional Regulations,
Table IV – Minimum Parking
Zoning Classification: Industrial Park A (IPA)**

Zoning District Requirement (IPA)	Zoning District Requirement	Proposed	Waiver Requested
Residential Use	Multifamily Use Not Allowed in IPA District	Multifamily Use and customary accessory uses	Yes
Min. Lot Area in S.F.	Min. Lot Area in S.F.: 4 Acres	10.2 Acres (444,312 S.F.)	No
Min. Lot Frontage in Feet	Min. Lot Frontage in Feet: 50 Feet on a Private Interior Street constructed as part of a development of lot or 200 Feet on an Existing Public Way	155.95 Feet	Yes
Frontage Exception in Feet	Frontage Exception in Feet: N/A	N/A	N/A
Min. Lot Area in Feet	Min. Lot Area in Feet: N/A	N/A	N/A
Min Lot Area Outside Floodplain Conservancy District or Wetlands Conservancy District	Min. of 50% of min. lot size outside of conservancy districts	>50%	No
Min. Front Yard in Feet	Min. Front Yard in Feet: 20 Feet from the side lines of private streets constructed as development of site and 100 feet from existing public ways. No parking areas may be closer than 30 Feet from the side lines of any public way, or 20 Feet from the side lines of private streets within the boundaries of the Industrial Park development.	128.9 Feet	No

Zoning District Requirement (IPA)	Zoning District Requirement	Proposed	Waiver Requested
Min. Side Yard in Feet	<p>Min. Side Yard in Feet: 20 Feet except 100 Feet from property lines of parcels zoned residential and in residential use, 50 Feet of which must be a landscaped buffer.</p> <p>No parking may be placed within the minimum side yard and rear yard except where joint parking areas are permitted by the Planning Board through site plan approval.</p>	<p>39.4 Feet</p> <p>Parking within minimum side yard</p>	<p>No waiver for side yard building setback</p> <p>Yes, for parking within side yard.</p>
Min. Rear Yard in Feet	<p>Min. Rear Yard in Feet: 20 Feet except 100 Feet from property lines of parcels zoned residential and in residential use, 50 Feet of which must be a landscaped buffer.</p> <p>No parking may be placed within the minimum side yard and rear yard except where joint parking areas are permitted by the Planning Board through site plan approval.</p>	<p>305 Feet</p> <p>Parking within minimum side/rear yard</p>	<p>No waiver for rear yard building setback</p> <p>No, for parking within minimum rear yard</p>
Corner clearance in Feet	<p>Corner clearance in Feet: 10 Feet</p>	>10 Feet	No
Maximum Building Height	<p>Maximum Height: 40 Feet, but not more than three stories excluding basements.</p>	65'-6" Feet for 292 Building and 60'-4" for 294 Building, and 5 residential stories for 292 and 294 Buildings	Yes
Max. Lot Coverage	<p>Max. Lot Coverage: -50% (including paved areas) -20% (all structures)</p>	<p>28.8 %</p> <p>10.5 %</p>	No
Max. Floor Area Ratio	<p>Max. Floor Area Ratio: N/A</p>	N/A	N/A
Parking Spaces Per Dwelling Unit (Table IV – Minimum Parking)	<p>2.0 per Dwelling Unit for Single and Two Family (no multifamily unit parking classification), or 1.5 spaces per Dwelling Unit for subsidized low and moderate income housing Developments</p>	304 parking spaces, or an average of 1.5 spaces per Dwelling Unit	Yes

3.5 Sustainable Development Principles:

Supporting documentation

3.5 Sustainable Development Principles: Supporting documentation

(Method 2)

Sustainable Development Criteria Method:

✓ Method 2

Project Location and Context

NOVO Riverside Commons is a new multifamily rental community proposed as a redevelopment in West Concord abutting the Assabet River, and adjacent to the West Concord Junction Cultural District which is a village center that offers a wide range of arts, dining, shopping, entertainment, and recreational activities available for residents and visitors alike. The Junction is named after the historic crossing of the Fitchburg Railroad (now the West Concord Station on the Fitchburg Line of the MBTA Commuter Rail service) and the Framingham/Lowell Railroad (which is now the Bruce Freeman Rail Trail). The site is a part of West Concord Village, and is walkable to an eclectic mix of shops, restaurants, businesses, and cultural locations where one can easily pick up some groceries, drop-off dry cleaning, get shoes repaired, pick up a prescription, or visit art galleries, local outdoor murals, theater, dance, and musical venues in an ideal to live, work and play. Amenities within one mile of the Subject Property include several banks, Concord Library Fowler Branch, Rideout Playground, Debra's Natural Gourmet, Dunkin', West Concord Pharmacy, OrangeTheory Fitness, 7-Eleven, West Concord Union Church, a post office, Concord Youth Theatre, and several restaurants, services, small shops, and other amenities. Other amenities within a five- to ten-minute drive include Thoreau Elementary School, Concord Country Club, several supermarkets, public and private schools, assisted living facilities, and more. The Subject Property is also within walking distance to the West Concord MBTA commuter rail station, which is located at Commonwealth Avenue and Route 62/Main Street in West Concord. This station is on the Fitchburg Commuter Rail Line and provides service outbound to Wachusett and inbound to Boston's North Station.

Method 2 - Consistency with Sustainable Development Principles

At least one checkbox within five of the nine sections numbered (1) through (9) should be selected AND text included in the "Explanation" box of each of the selected sections, OR if at least one checkbox is selected within the "Optional – Demonstration of Municipal Support" section, THEN text must be included in that section's "Explanation" box, AND at least one checkbox within FOUR of the nine sections numbered (1) through(9) should be selected AND text included in the "Explanation" box of each of the selected sections.

Method 2 - Consistency with Sustainable Development Principles

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

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

(1) Concentrate Development and Mix Uses

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

- 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 (provide explanation)

Explanation:

NOVO Riverside Commons concentrates the development of a multifamily residential community located adjacent to the West Concord Junction Cultural District, an area of West Concord Village within walking distance via a sidewalk network on Baker Avenue to a mix commercial, civic, cultural, educational, recreational (including the Bruce Freeman Rail Trail) and employment activities. The project will use existing water and sewer infrastructure readily accessible to the site. Electric and broadband internet service will be provided through the Town-owned Concord Municipal Light Plant (CMLP). Over 70% of the site will remain as open space, primarily serving as a buffer to the Assabet River.

(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.

- 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 (provide explanation)

Explanation:

The residential community is proposed under Chapter 40B and will include an extensive public participation process designed to elicit comments from the public and others. No less than 25% of the units will be available to households earning no more than 80% AMI for the Boston-Cambridge-Newton MA HUD Metro FMR Area. The site will also promote diversity and social equity by providing an additional affordable housing option to the Town which is also located across the Assabet River from an identified Environmental Justice-designated population.

(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.

- 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 (provide explanation)

Explanation:

The proposed project represents an opportunity to implement new stormwater management controls and measures in existing paved and other areas designed to treat stormwater. The project will also preserve open space near sensitive wetland areas including portions of the buffer zones to the wetland resource areas associated with the wetland pond and the Assabet River, and develop pedestrian connections around the site which will also connect with the future Assabet Pedestrian Bridge & Trail Project, a Town/MassDOT project creating a 16-foot wide pedestrian/bicycle trail link extending approximately 900 feet between the site (over the Assabet River) to the West Concord Commuter Rail Station which is under design.

(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 (provide explanation)

Explanation:

The project design will implement low impact development techniques designed to enhance stormwater management and water quality in a location near the Assabet River to the extent practicable. A recycling program, including voluntary bans on single-use plastics, will be implemented to minimize recycling volumes, incorporate sustainable landscaping, and have a low water use design on site. Finally, NOVO Riverside Commons will be Energy Star certified or have a similar energy-related certification.

(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 (provide explanation)

Explanation:

NOVO Riverside Commons will provide moderate income households (80% AMI) with an additional rental housing option in Concord. The project provides housing with walkable access to public transit, the West Concord village, and major employment hubs. The project expands the affordable housing stock in Concord adding 51 units of affordable rental housing in a compatible and attractive design, and where all 201 units will count toward the Town's Subsidized Housing Inventory, thereby ensuring the Town can maintain its 10% affordability goal under Chapter 40B. The project is served by existing water and sewer utility infrastructure. The term of affordability will be determined as a part of the Zoning Board of Appeals review process.

(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 and ped access
- For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/ commercial centers, civic or cultural destinations
- Other (provide explanation)

Explanation:

The MBTA West Concord Commuter Rail (Fitchburg Line) located within walking distance to the site, and the MBTA Concord Depot Commuter Rail (Fitchburg Line) is also located approximately 1.9 miles from the site. The Yankee Commuter Bus Line offers weekday commuter service between Concord, and Boston, with pickup for inbound and outbound service at Crosby's Market (2.2. mi. from site). The MBTA's RIDE paratransit service provides door-to-door, shared-ride transportation to eligible persons. The Council on Aging (COA) shuttle service is available for residents who are 60 years old or above for medical and shopping destinations, as well as COA programs and activities. The need for private vehicular transportation is further mitigated by the site's close proximity and walkability to grocery stores, restaurants, retail, business office and medical office uses and associated employment opportunities in West Concord Village.

(7) Increase Job and Business Opportunities

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

- 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 (provide explanation)

Explanation:

The project will also present residents with new job opportunities in the retail, service, transportation and professional sectors within walking distance to the site. The housing itself will create the opportunity for permanent jobs in the property management sector, both in administration and maintenance as well as in the service sector which may be contracted out for work. The new housing will also support local businesses by adding additional foot traffic to local businesses located in close proximity to the Project, generating a more vibrant West Concord Village area.

(8) Promote Clean Energy

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

- Energy Star or equivalent*
*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.
- 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 (provide explanation)

Explanation:

The residential community represents a novel product in the area in terms of energy efficiency and sustainable design, and therefore offer sustainability benefits, and health benefits to residents. The Project intends to also employ geothermal and heating and cooling technology and solar energy as power sources. Recycled and non-toxic materials will be used in the common areas and apartment units where appropriate. Residential units will be supplied with Energy Star rated lights and appliances and low flow plumbing fixtures.

Riverside Commons will allow for high-efficiency construction and environmentally responsible energy systems, consistent with the purposes and objectives of the Sustainable Concord Climate Action and Resilience Plan (June 2020). The project will align strongly with Concord's sustainability goals by the electrification of the proposed building such that no fossil fuels will be used to heat and cool the buildings. Subject to further evaluation by the Applicant as the Project review is advanced, the intention is to provide heating and cooling by a geothermal loop and electrical service supplemented by solar panels. Under this design scenario, any required supplemental heating or cooling needs will be delivered electrically and managed by a sophisticated

energy management platform. Additionally, on-site battery systems will be considered as a further sustainability measure designed to reduce peak demand on the electric grid by up to 70% where economically feasible.

As noted above, buildings will be fully electrified to remove the onsite burning of fossil fuels, including heat pumps and domestic appliances. This measure will contribute to enhanced air quality. In addition, the Applicant intends to install EV charging stations to encourage the rapid adoption of EV use, thus contributing to further improvements in outdoor air quality. Furthermore, we will implement a recycling program, including voluntary bans on single-use plastics, to minimize recycling volumes, incorporate sustainable landscaping, and have a low water use design on site. Finally, NOVO Riverside Commons will be Energy Star certified or have a similar energy-related certification.

The Applicant will also adopt Taurus' tenant program with Esusu (Esusu | esusurent.com) to help occupants establish or improve credit histories where needed, consistent with the Concord Housing Plan Production Plan goal of seeking new ways to expand local assistance to those most vulnerable populations.

Affordable, Sustainable Technology and Climate-Resilient Design Opportunities. The Project will also present the following opportunities to advance climate-resilient design, to be considered as the Project advances through the review process, to the extent economically practicable:

- **Climate Resilient Infrastructure:** The project intends to incorporate a naturally protected (buried) geothermal exchange infrastructure as a perpetually managed green energy service for the community.
- **Electrification:** All heating and cooling will be provided by indoor high-efficiency electric geothermal ground source heat pumps (“GSHP”) which may be interconnected with the localized geothermal infrastructure, while electric domestic hot water supplies are supplemented by GSHP’s “Desuperheater” function.
- **On-Site Clean Energy Generation:** The project proponent intends to equip and install on-site solar PV systems to offset a portion of the energy costs of the heating and cooling systems and provide clean energy to EV charging and battery systems on the property.
- **Electric Vehicle Support:** The project proponent intends to install Electric Vehicle charging stations across the lot to encourage the rapid adoption and ongoing support of EV use.
- **Grid Stability:** The project design will also consider the installation of battery storage for increased resilience to weather events and grid-related disturbances.
- **Energy Management Platform:** A proprietary energy management platform will be utilized at the project to provide ongoing energy generation and consumption reports to educate and inform residents on personal energy behaviors.
- **Certified Third Party Energy Performance:** The project will receive an Energy Star or similar energy-related certification.

(9) Plan Regionally

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

- 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 (provide explanation)

Explanation:

The Project is consistent with a number of goals and objectives as reflected in the Town of Concord Housing Production Plan FY 2023-2028 (Adopted on December 19, 2022, and approved by the DHCD on January 25, 2023)(the “HPP”), in that the Project will increase the variety of rental housing options, especially for families, particularly near transit stations and village centers, to promote smart growth, and will consist of a project employing the latest housing design which will incorporate measures addressing climate change adaptation and resilience (HPP, p. 14). The Project also employs a number of housing strategies recommended by the HPP in that the Project: (a) is located where public transportation exists; and, (b) *will incorporate "green" building design that results in optimally sited, reduced energy consumption, and water-efficient homes powered by renewable energy.* As to the HPP’s 5-Year goals, the Project will serve to: (a) enable the Town of Concord to continue to meet its 10% SHI (safe Harbor) goal by enabling all 201 units to count toward Concord’s SHI, and which will, in turn, enable the Town to implement measures to prohibit fossil fuel use in new building construction as a demonstration project pursuant to Chapter 179 of the Acts of 2022, “An Act Driving Clean Energy and Offshore Wind”; (b) increase the variety of rental housing options, which will include family housing options to help foster diversity, equity and inclusion in Concord; (c) create a project which is a textbook example of a transit-oriented development located within walking distance to both the West Concord MBTA Commuter Rail Station and West Concord Village; and, (d) introduce a new development which will incorporate a design addressing climate change adaptation and resilience by offering carbon neutral energy usage via a net zero energy design involving 100% use of electricity to heat and cool the community, which is consistent with the “Sustainable Concord Climate Action and Resilience Plan (June 2020).”

The project supports a local and regional housing need and provides mixed income rental housing within convenient commute by train and bus to employment in the Boston/Metro West area. The project complies with various goals set by the Town of Concord for area planning, housing, and climate resiliency goals.

4.1 Evidence of Site Control (required):

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

**OPTION AGREEMENT
AND ESCROW AGREEMENT**

BY AND BETWEEN

**NOVO RIVERSIDE COMMONS LLC, as
"Optionee"**

and

**CD 211 PROPERTY LLC, as
"Optionor"**

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EXHIBITS

- A - PLAN OF LAND
- B - ESCROW AGREEMENT
- C - INSURANCE REQUIREMENTS
- D - FORM OF DEED
- E - FORM OF FIRPTA CERTIFICATE
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- G - LIST OF SPECIFIED LITIGATION

**OPTION AGREEMENT
AND ESCROW AGREEMENT**

THIS OPTION AGREEMENT (this "Agreement") is made as of June 16, 2023 (the "Effective Date") by and between CD 211 PROPERTY LLC, a Delaware limited liability company with an address in care of Taurus Investment Holdings, LLC, Two International Place, Suite 2710, Boston, MA 02110 ("Optionor"), and NOVO RIVERSIDE COMMONS LLC, a Massachusetts limited liability company with an address in care of Taurus Investment Holdings, LLC, Two International Place, Suite 2710, Boston, MA 02110 ("Optionee").

RECITALS

A. Optionor is the owner of certain real property located at 300-310 Baker Avenue, Concord, Massachusetts consisting of a total of approximately 65 acres (the "300 Baker Property").

B. Optionor wishes to grant to Optionee the option to acquire the portions of the 300 Baker Property shown as and labeled "Lot B, 445,000 ± S.F., 10.2 ± Acres" and "Parcel B, 296,100 ± S.F., 6.8 ± Acres" on the lotting plan attached hereto as Exhibit A (the "Option Property").

NOW, THEREFORE, in consideration of the foregoing Recitals (which Recitals constitute a part of this Agreement), the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - OPTION TO PURCHASE

1.1 Option Agreement. Subject to the terms and provisions hereof, Optionor grants to Optionee an option to purchase the Option Property, which option shall be exercisable by written notice delivered by Optionee to Optionor on or before the date that is three (3) years after the Effective Date (such period from the Effective Date through such subsequent date, the "Option Term"). Upon the exercise of such option to purchase granted to Optionee herein, and subject to the terms and conditions hereinafter set forth, Optionor agrees to sell and convey to Optionee, and Optionee agrees to purchase from Optionor, the Option Property, together with all rights and appurtenances pertaining to such property, including any right, title and interest of Optionor in and to adjacent streets, alleys or rights-of-way. Alternatively, Optionee shall also have the right by written notice to Optionor to convert the option to purchase granted hereby to an option to lease, which lease (if such option is exercised by Optionee) shall be on commercially reasonable terms consistent with the use of the Option Property contemplated by Optionee and the agreed value of the Option Property reflected in the Purchase Price (defined below), as such terms are mutually reasonably agreed upon by Optionor and Optionee. In the event that Optionee elects to so convert its option, Optionor and Optionee shall enter into an amendment of this Agreement modifying the terms hereof as is reasonably necessary to reflect such conversion.

1.2 Purchase Price; Deposit. Optionor is to sell and Optionee is to purchase the Option Property for a dollar amount payable in cash (the "Purchase Price") established by good faith negotiations between Optionor and Optionee. For so long as this Agreement is in effect, Optionor will not actively negotiate a sale of the Option Property with any other person or entity.

(a) Deposit. Optionee shall, within two (2) business days after the mutual execution of this Agreement by Optionor and Optionee, post a deposit hereunder (the "Initial

Deposit", and together with any Additional Deposit(s) made by Optionee pursuant to Section 2.2 below, the "**Deposit**") in the amount of Five Thousand and No/100 Dollars (\$5,000.00) by paying said sum in cash to [REDACTED]

[REDACTED] ("**Escrow Holder**"). The Deposit shall be held pursuant to the terms of the Escrow Agreement attached hereto as **Exhibit B** by Escrow Holder in escrow as earnest money for the proper performance of this Agreement on the part of Optionee. Interest earned on the Deposit shall be considered part of the Deposit.

(b) **Independent Consideration.** A portion of the Deposit in the amount of One Hundred Dollars (\$100.00) (the "**Independent Consideration**") shall be earned by Optionor upon execution and delivery of this Agreement by Optionor and Optionee. The Independent Consideration represents adequate bargained for consideration for Optionor's execution and delivery of this Agreement, Optionee's option to purchase the Option Property, and Optionee's right to inspect the Option Property pursuant to the terms hereof. The Independent Consideration is in addition to and independent of any other consideration or payment provided for herein and is nonrefundable in all events. Upon the Closing, the Independent Consideration shall be paid to Optionor as part of the Purchase Price, or shall be paid to Optionor upon the earlier termination of this Agreement.

(c) **Payment of Purchase Price.** The Purchase Price, as increased or decreased by prorations and adjustments as herein provided, shall be payable in full at Closing by Optionee delivering to Optionor by wire transfer of immediately available funds to a bank account designated by Optionor in writing to Optionee prior to the Closing.

ARTICLE II –TITLE AND SURVEY; PERMITTING

2.1 Title Examination.

(a) During the period commencing on the Effective Date and ending on the date that is [REDACTED] days thereafter (hereinafter referred to as the "**Title Inspection Period**"), Optionee shall have the right to obtain a title commitment (the "**Title Commitment**") from Escrow Holder and to examine the status of title to the Option Property.

(b) Further, during the Title Inspection Period, Optionee shall have the right (but not the obligation) to obtain, at the sole cost of Optionee, and approve a new or updated ALTA survey of the Option Property to be prepared by a licensed surveyor or engineer hired by Optionee (the "**Survey**"). Any and all matters shown on such a survey of the Option Property, prepared in accordance with applicable ALTA survey standards, are referred to herein as "**Survey Matters**".

(c) Optionor agrees that in the event Optionee determines (such determination to be made in Optionee's sole discretion) that the title to the Option Property is unsatisfactory in any manner, including without limitation any Survey Matters, Optionee shall give written notice (a "**Title Objection Notice**") to Optionor of the specific manner in which title is unacceptable. If Optionee requires the removal of certain exceptions, then, within five (5) business days of receipt of the Title Objection Notice, Optionor shall notify Optionee whether it will remove such exceptions. If Optionor elects not to remove such exception or if Optionor does not respond to the Title Objection Notice within such five-business day period, which non-response shall be deemed to mean that Optionor has elected not to remove or cure such exceptions, Optionee may

terminate this Agreement in writing within three (3) business days of receipt of Optionor's notice and the Deposit shall be returned to Optionee. If Optionee fails to give Optionor a Title Objection Notice prior to the expiration of the Title Inspection Period, then (i) Optionee shall no longer have any right to terminate this Agreement under this Section 2.1(c) and (ii) Optionee shall be deemed to have approved the state of title to the Option Property as it exists on the effective date of the Title Commitment, as last amended during the Title Inspection Period, and any exceptions to title disclosed in the Title Commitment, any amendments and any Survey Matters shall be Permitted Exceptions (as defined in Section 2.4 below). Notwithstanding the foregoing, Optionor shall be responsible for discharging any mortgages or voluntary monetary liens (other than municipal liens not yet due and payable), including mechanics' liens for unpaid work at the Option Property performed on behalf of Optionor, at or prior to Closing.

(d) Optionee shall have the right to object to any title exceptions first raised by Escrow Holder in any amendments to the Title Commitment issued after the expiration of the Title Inspection Period by giving written notice to Optionor of the title exceptions to which Optionee is objecting on or before the earlier of (a) the date and time for Closing and (b) three (3) days after the issuance of any such amendment. If Optionee does not object to any title exception first raised in any such amendment to the Title Commitment issued after the expiration of the Title Inspection Period by giving timely written notice as herein provided, such exception shall be a Permitted Exception. In the event Optionee gives timely written notice of objection to any title exception first set forth in any such amendment as herein provided, the provisions of Section 2.1(c) shall apply with respect thereto as if set forth herein in full.

2.2 Permitting Contingency. On or before the day that is [REDACTED] days after the Effective Date, Optionee shall provide Optionor with written notice describing all federal, state, and municipal permits, licenses and approvals, including, without limitation, zoning relief, variances, special permits, Chapter 40B comprehensive permit, site plan approval, orders of conditions, demolition permits, and historic approvals deemed necessary by Optionee, in Optionee's sole judgment, for Optionee's intended development, construction, and use of the Option Property (collectively, the "Approvals"). Optionor agrees to promptly cooperate with and privately and publicly support Optionee and execute or join in executing such documents reasonably required in connection with the Approvals. Optionor shall assist Optionee, at Optionee's sole cost, to the extent Optionor may deem reasonably necessary or expedient in seeking to obtain the Approvals. Such Approvals will not impose any burden or be binding upon the Option Property prior to Closing, nor impose any cost or liability on Optionor, except to the extent consented to by Optionor in the sole discretion of Optionor. Optionor will cooperate with Optionee in executing any applications or other materials prepared by Optionee for submission to government authorities in connection with Optionee's development plans. Furthermore, Optionor shall, upon Optionee's request and upon reasonable advance notice, attend and support Optionee in any meetings or hearings of administrative officials and legislative bodies necessary to obtain such Approvals. If Optionee obtains all of the Approvals, with all applicable appeals periods having expired, Optionee shall promptly provide Optionor with written notice thereof (the "Approvals Notice"), and, for purposes of this Agreement, the "Approvals Date" shall be the date that Optionee delivers the Approvals Notice to Optionor. However, in the event that, despite using diligent efforts, Optionee is not able to obtain (or determines that in no event will Optionee be able to obtain) the Approvals on or before the day that is [REDACTED] following the Effective Date (the "Approvals Contingency Date"), then either Optionor or Optionee may

terminate this Agreement by written notice delivered to Optionor before 5:00 p.m. Eastern time on the Approvals Contingency Date. Notwithstanding the foregoing, in the event that Optionee is diligently pursuing the Approvals, Optionee shall have two (2) options to extend the Approvals Contingency Date by one (1) year each (each, an “**Approvals Contingency Extension**”) upon written notice delivered to Optionor before 5:00 p.m. Eastern time on the then-existing Approvals Contingency Date, and provided further that upon delivery of each such notice from Optionee exercising an Approvals Contingency Extension, Optionee shall deposit the additional sum of Five Thousand and No/100 Dollars (\$5,000.00) with each such extension notice (each, an “**Additional Deposit**”). From time to time upon Optionor’s reasonable request, Optionee shall update Optionor on Optionee’s progress towards obtaining the Approvals. Unless Optionee delivers the Approvals Notice to Optionor as and when provided herein, Optionee shall be deemed to have terminated this Agreement effective immediately prior to 5:00 p.m. Eastern time on the then-existing Approvals Contingency Date, Escrow Holder will promptly return the Deposit to Optionee, and all obligations of the parties under this Agreement will terminate, except for those obligations that expressly survive termination of this Agreement. Further, if Optionee notifies Optionor on or before 5:00 p.m. Eastern time on the then-existing Approvals Contingency Date of its termination of this Agreement as set forth in this Section 2.2, then Escrow Holder will promptly return the Deposit to Optionee, and thereafter neither Optionor nor Optionee will have any continuing rights or obligations other than those obligations which expressly survive the termination of this Agreement. Notwithstanding anything contained herein to the contrary, once Optionee has obtained the Approvals and delivered the Approvals Notice to Optionor, Optionee shall have no further right to terminate this Agreement pursuant to this Section 2.2.

2.3 **Reciprocal Easement Agreement.** During the Title Inspection Period, Optionor and Optionee, acting in good faith, shall use commercially reasonable efforts to negotiate a reciprocal easement agreement granting easement rights to the remainder of the 300 Baker Property and the Option Property, respectively, for vehicular and pedestrian access and egress, utilities, parking, irrigation systems, and stormwater management facilities that are necessary for the full use, construction, installation, maintenance, repair, replacement, and removal of the driveways, access drives, parking areas, utility supply lines, irrigation systems, stormwater management facilities, and landscaping on the respective properties as they exist as of the Effective Date or may be constructed and/or modified in the future (the “**REA**”). It shall be a condition to the parties’ respective obligations to close under this Agreement that the parties shall have reasonably agreed upon the form of the REA to be executed and delivered at Closing.

2.4 **Conveyance of Title.** At Closing, Optionor shall convey and transfer to Optionee the Option Property by execution and delivery of a Deed (as defined in Section 4.2(a) hereof) respecting the Option Property. Evidence of delivery of such title shall be the issuance by Escrow Holder of an ALTA Extended Coverage Owner’s Policy of Title Insurance (the “**Title Policy**”) covering the Option Property, in the full amount of the Purchase Price, subject only to title exceptions and Survey Matters not objected to under Section 2.1(c) and 2.1(d) and local, state, and federal laws, ordinances, rules, and regulations (collectively, the “**Permitted Exceptions**”).

ARTICLE III - REVIEW OF PROPERTY

3.1 Right of Inspection. During the period commencing on the Effective Date and ending on the date that is [REDACTED] days after the Approvals Date (hereinafter referred to as the "Inspection Period"), Optionee shall have the right to:

- (i) Perform, or hire consultants to perform a physical inspection of the Option Property.
- (ii) Inspect, or hire consultants to inspect, the environmental condition of the Option Property pursuant to the terms and conditions of this Agreement, and to obtain and review, at Optionee's sole election and cost, soils, geology, and environmental and any other engineering reports.

Any on-site inspections of the Option Property shall occur at reasonable times agreed upon by Optionor and Optionee after reasonable prior written notice to Optionor and shall be conducted so as not to interfere unreasonably with the use of the Option Property by Optionor. Optionor may have a representative present during any such inspections. If Optionee desires to do any invasive testing at the Option Property, Optionee shall do so only after notifying Optionor and obtaining Optionor's prior written consent thereto, which consent shall be granted or denied in the sole discretion of Optionor. Without limitation on the foregoing, in no event shall Optionee: (a) conduct any invasive physical testing (environmental, structural or otherwise) at the Option Property (such as soil borings, water samplings or the like) or take physical samples from the Option Property without Optionor's express written consent, which consent, as to such intrusive physical testing or sampling, may be given or withheld in Optionor's sole and absolute discretion (and Optionee shall in all events promptly return the Option Property to its prior condition and repair thereafter); (b) knowingly contact any tenant of the 300 Baker Property (or its representatives), in each case without Optionor's express written consent, which consent, as to contact with tenants, may be given or withheld in Optionor's sole and absolute discretion (provided in all instances Optionor shall have the right, at its option, to cause a representative of Optionor or property manager to be copied on all correspondences and present during any in person contact or phone interview). Prior to entry upon the Option Property, Optionee shall provide Optionor with copies of certificates of insurance evidencing commercial general liability insurance policies (naming Optionor, Optionor's property manager, Optionor's lender and such other parties designated by Optionor as an additional insured) that shall be maintained by Optionee and by any consultants or other third parties engaged by Optionee in connection with Optionee's and such consultants' and third parties' investigations upon the Option Property, with limits, coverages and insurers under such policies complying with the requirements set forth in Exhibit C attached hereto. Optionee agrees to protect, indemnify, defend and hold Optionor harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries arising out of or resulting from the inspection of the Option Property by Optionee or its agents or consultants, and, notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold harmless Optionor shall survive the Closing or any termination of this Agreement. Optionee shall keep the Option Property free and clear of any mechanic's liens or materialmen's liens arising out of Optionee's entry onto the Option Property.

3.2 Termination Right. Prior to the expiration of the Inspection Period, Optionee may in its sole and absolute discretion, for any reason or no reason, terminate this Agreement by

written notice of termination to Optionor (such notice being herein called the "Termination Notice"), whereupon this Agreement, and the obligations of the parties hereunder, shall terminate (and no party hereto shall have any further obligation in connection herewith except under those provisions that expressly survive a termination of this Agreement), the Independent Consideration shall be paid to Optionor, and the balance of the Deposit shall be delivered to Optionee by Escrow Holder within three (3) business days thereafter. In the event that Optionee shall fail to have delivered the Termination Notice to Optionor before the expiration of the Inspection Period, Optionee shall have no further right to terminate this Agreement pursuant to this Section 3.2. Further, in the event that Optionee does not deliver the Termination Notice to Optionor before the expiration of the Inspection Period, Optionee's right to access the Option Property for industry standard tests and inspections shall continue until the Closing, the expiration of the Option Term, or the earlier termination of this Agreement, whichever occurs first.

ARTICLE IV - CLOSING

4.1 Time and Place. The consummation of the transaction contemplated hereby (the "Closing") shall be a so-called "escrow closing" arranged with Escrow Holder on the date which is thirty (30) days following Optionee's exercise of its option to purchase the Option Property (the "Closing Date"). On the Closing Date, and provided that all conditions to Closing (both as set forth herein and as set forth in the Escrow Agreement) have been satisfied, Optionor and Optionee shall deliver the closing documents listed in Sections 4.2 and 4.3 below to Escrow Holder, and Escrow Holder, upon authorization from Optionor and Optionee shall release such closing documents and close this transaction as set forth herein; provided that the Deed shall not be recorded until Escrow Holder has received the full amount of the Purchase Price, adjusted by prorations as set forth herein.

4.2 Optionor's Obligations. Optionor shall:

(a) on the Closing Date, and subject to the terms of the Escrow Agreement, deliver to Escrow Holder to be held in escrow pursuant to the terms hereof:

(i) a duly executed and notarized quitclaim deed (the "Deed") in the form attached hereto as Exhibit D, conveying the Option Property, subject only to the Permitted Exceptions;

(ii) a FIRPTA certificate in the form attached hereto as Exhibit E, duly executed by Optionor; and

(iii) a Title Affidavit in the form of Exhibit F attached hereto;

(iv) a duly executed notarized counterpart of the REA;

(v) an executed closing statement reasonably acceptable to Optionor;

(vi) if any representation or warranty of Optionor needs to be modified due to changes since the Effective Date, a certificate, dated as of the date of Closing and executed on behalf of Optionor by a duly authorized representative thereof, identifying any representation or warranty which is not, or no longer is, true and correct and explaining the state of facts giving rise to the change. In no event shall Optionor be liable to Optionee for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (x) occurs between the Effective Date and the date of Closing and

(y) is expressly permitted under the terms of this Agreement. The occurrence of a change in a representation and warranty which is not permitted hereunder shall, if materially adverse to Optionee, result in a credit to the Purchase Price as set forth herein, or in such other credit as is reasonably required by Optionee;

(vii) a Certificate of Legal Existence and Good Standing for Optionor issued by the Delaware Secretary of State's Office and such other authority documents as Escrow Holder may require to evidence Optionor's authority; and

(viii) any other documents reasonably required by Optionee or Escrow Holder to consummate the transaction contemplated by this Agreement;

(b) on the Closing Date, deliver possession of the Option Property to Optionee, subject only to the Permitted Exceptions.

4.3 Optionee's Obligations. Optionee shall:

(a) on the Closing Date, and subject to the terms of the Escrow Agreement, deliver to Escrow Holder to be held in escrow pursuant to the terms hereof:

(i) the full amount of the Purchase Price as increased or decreased by prorations and adjustments, as provided in Section 1.2(b) hereof;

(ii) a duly executed notarized counterpart of the REA;

(iii) such evidence as Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of Optionee;

(iv) such affidavits as may be customarily and reasonably required by Escrow Holder;

(v) an executed closing statement reasonably acceptable to Optionee;

(vi) any other documents reasonably required by Optionor or Escrow Holder to consummate the transaction contemplated by this Agreement.

4.4 Credits and Prorations.

(a) All income and expenses of the Option Property shall be apportioned as of 12:01 a.m., on the day of Closing as if Optionee were vested with title to the Option Property during the entire day upon which Closing occurs. Such prorated items include, without limitation, the following:

(i) taxes and assessments levied against the Option Property;

(ii) utility charges respecting the Option Property, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing (dated not more than fifteen (15) days prior to Closing) or, if unmetered, on the basis of a current bill for each such utility;

(iii) any other operating expenses or other items pertaining to the Option Property which are customarily prorated between a buyer (Optionee) and a seller (Optionor) in the county in which the Option Property is located.

(b) Notwithstanding anything contained in Section 4.4(a) hereof:

(i) Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments due and payable during the year of Closing have not been paid before Closing, Optionor shall be charged at Closing an amount equal to that portion of such taxes and assessments which relates to the period before Closing, and Optionee shall pay the taxes and assessments prior to their becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves within thirty (30) days after such amounts are determined following Closing, subject to the provisions of Section 4.4(b)(iii) hereof. Optionee shall pay all supplemental taxes resulting from the change in ownership and reassessment occurring as of the Closing Date;

(ii) Optionor may prosecute an appeal of the real property tax assessment for any tax years to and including the tax year in which the Closing occurs, and may take related action which Optionor deems appropriate in connection therewith. Optionee shall cooperate with Optionor in connection with such appeal and collection of a refund of real property taxes paid. Optionor owns and holds all right, title and interest in and to such appeal and refund relating to the period prior to the Closing, and all amounts payable in connection therewith shall be paid directly to Optionor by the applicable authorities. If such refund or any part thereof is received by Optionee, Optionee shall promptly pay to Optionor any amounts relating to the period prior to the Closing. Any refund received by Optionor shall be distributed as follows: first, to reimburse Optionor and Optionee for all costs incurred in connection with the appeal; and second, to Optionor to the extent such appeal covers the period prior to the Closing, and to Optionee to the extent such appeal covers the period as of the Closing and thereafter. If and to the extent any such appeal covers the period after the Closing, Optionee shall have the right to participate in such appeal.

(iii) Except as otherwise provided herein, any revenue or expense amount which cannot be ascertained with certainty as of Closing shall be prorated on the basis of the parties' reasonable estimates of such amount, and shall be the subject of a final proration sixty (60) days after Closing, or as soon thereafter as the precise amounts can be ascertained. Optionee shall promptly notify Optionor when it becomes aware that any such estimated amount has been ascertained. Once all revenue and expense amounts have been ascertained, Optionee shall prepare, and certify as correct, a final proration statement which shall be subject to Optionor's approval. Upon Optionor's acceptance and approval of any final proration statement submitted by Optionee, such statement shall be conclusively deemed to be accurate and final.

(iv) The provisions of this Section 4.4 shall survive Closing.

4.5 Transaction Taxes and Closing Costs.

(a) Optionor and Optionee shall execute such returns, questionnaires and other documents as shall be required with regard to all applicable real property transaction taxes imposed by applicable federal, state or local law or ordinance.

(b) Optionor shall pay the fees of any counsel representing Optionor in connection with this transaction. Optionor shall also pay the following costs and expenses:

- (i) one-half (1/2) of the escrow fee, if any, which may be charged by the Escrow Holder;
- (ii) any documentary transfer tax or similar tax which becomes payable by reason of the transfer of the Option Property; and
- (iii) the fees of all Brokers, if any, identified in Article VIII hereof.
- (c) Optionee shall pay the fees of any counsel representing Optionee in connection with this transaction. Optionee shall also pay the following costs and expenses:
 - (i) one-half (1/2) of the escrow fee, if any, which may be charged by the Escrow Holder;
 - (ii) the fees for recording the Deed;
 - (iii) the premium for the Extended Coverage Owner's Policy of Title Insurance to be issued to Optionee by Escrow Holder at Closing, and the fee for all endorsements thereto; and
 - (iv) the cost of the Survey.
- (d) All costs and expenses incident to this transaction and the Closing hereof, but not specifically described above, shall be paid by the party incurring same; and
- (e) The provisions of this Section 4.5 shall survive the Closing.

4.6 Conditions Precedent to Closing Obligation of Optionee. The obligation of Optionee to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Optionee in its sole discretion:

- (a) Optionor shall have delivered to Optionee and Escrow Holder all of the items required to be delivered to Optionee pursuant to the terms of this Agreement, including, but not limited to, those provided for in Section 4.2 hereof;
- (b) All of the representations and warranties of Optionor contained in this Agreement shall be true and correct in all material respects as of the date of Closing (with appropriate modifications permitted under this Agreement, if any); and
- (c) Optionor shall have performed and observed in all material respects all covenants and agreements of this Agreement to be performed and observed by Optionor as of the date of Closing.

4.7 Conditions Precedent to Closing Obligation of Optionor. The obligation of Optionor to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Optionor in its sole discretion:

- (a) Optionor shall have received the Purchase Price as adjusted as provided herein, and payable in the manner provided for in this Agreement;
- (b) Optionee shall have delivered to Optionor all of the items required to be delivered to Optionor pursuant to the terms of this Agreement, including, but not limited to, those provided for in Section 4.3 hereof;

(c) Optionee shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Optionee as of the date of Closing; and

(d) Optionor shall have received all necessary approvals from the holder of the first mortgage on the 300 Baker Property (the "Mortgagee") to permit Optionor to perform all of Optionor's obligations under this Agreement, including but not limited to the conveyance of the fee interest in the Option Property to Optionee and execution and delivery of the REA to Optionee. Optionor shall inform Optionee of the status of such request and approval upon Optionee's reasonable request made from time to time.

(e) Optionor shall have received all necessary governmental approvals to construct and use a parking garage on the remaining portion of the 300 Baker Property to serve the office uses located on the remaining portion of the 300 Baker Property. Optionor shall inform Optionee of the status of such application(s) and approvals upon Optionee's reasonable request made from time to time.

ARTICLE V - REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties of Optionor. Optionor hereby makes the following representations and warranties to Optionee as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing, subject to Section 4.2(a)(vi) hereof:

(a) Organization and Authority. Optionor has been duly organized and is validly existing under the laws of the State of Delaware and is registered to do business in and in good standing with the Commonwealth of Massachusetts. Optionor has the full right and authority to enter into this Agreement and to transfer all of the Option Property and to consummate or cause to be consummated the transaction contemplated by this Agreement. The person signing this Agreement on behalf of Optionor is authorized to do so.

(b) Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending, or, to Optionor's knowledge, threatened against Optionor which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement. Except as set forth on Exhibit G attached hereto, there is no litigation which has been filed against Optionor that arises out of the ownership of the Option Property and would materially affect the Option Property or use thereof, or Optionor's ability to perform hereunder.

(c) Condemnation. Optionor has received no written notice of any condemnation proceedings relating to the Option Property.

(d) Violations. Optionor has not received written notice of any violation of any federal, state or local law relating to the use or operation of the Option Property.

(e) Authorization. This Agreement has been, and, on the Closing Date, all documents to be executed by Optionor hereunder will have been, duly authorized, executed and delivered by Optionor, and constitute and will constitute the valid and binding obligations of Optionor enforceable against it in accordance with their respective terms.

(f) No Consents Required. No consent, approval or other authorization of, or registration, declaration or filing with, any governmental authority is required for the due

execution and delivery of this Agreement, and/or any of the documents to be executed by Optionor hereunder, or for the performance by or the validity or enforceability thereof against Optionor, other than the recording or filing for recordation of the Deed.

(g) **No Violations.** The execution and delivery of this Agreement, and all other documents to be executed by Optionor hereunder, are in compliance with the provisions hereof and thereof and the consummation of the transaction contemplated hereunder and thereunder will not result in (a) a breach or violation of (i) any governmental requirement applicable to Optionor or the Option Property now in effect; (ii) the organizational documents of Optionor; (iii) any judgment, order or decree of any governmental authority binding upon Optionor; or (iv) any agreement or instrument to which Optionor is a party or by which it is bound; (b) the acceleration of any obligation of Optionor; or (c) the creation of any lien, encumbrance or other matter affecting title (other than the Permitted Exceptions) to the Option Property.

(h) **Special Risk Areas.** A portion of the Option Property is located within an area of flood hazard.

(i) **Tax Withholding.** Optionee is not required to withhold taxes from the payment of sale proceeds to Optionor under the Internal Revenue code or any applicable federal, state, or local tax laws.

(u) **Streets and Highways.** Optionor has not received written notice of any existing, and, to Optionor's knowledge, there are no proposed, plans to widen, modify or realign any street adjoining the Option Property.

(v) **Material Facts.** Neither this Agreement nor any certificate, statement or other document furnished or to be furnished to Optionee by or on behalf of Optionor in connection with the transaction contemplated hereunder and the exhibits hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

(w) Optionor represents and warrants that (i) Optionor and its affiliates (A) are not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the United States Treasury Department Office of Foreign Assets Control (the "List", and (B) are not persons or entities with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) none of the funds or other assets of Optionor constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (i.e., any person, entity or government subject to trade restrictions under applicable U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder), and (iii) Optionor has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times.

Optionor also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Optionor is or shall be listed on any of the Lists or is or shall be an Embargoed Person. This Section shall not apply to any

person to the extent that such person's interest in Optionor is through a U.S. Publicly-Traded Entity.

5.2 Survival of Optionor's Representations and Warranties. The representations and warranties of Optionor set forth in Section 5.1 hereof, as updated as of the Closing in accordance with the terms of this Agreement, shall survive Closing for a period of nine (9) months.

5.3 Covenants of Optionor. Optionor hereby covenants with Optionee as follows:

(a) From the Effective Date hereof until the Closing or earlier termination of this Agreement, Optionor shall operate and maintain the Option Property in accordance with its customary business practices and shall keep the Option Property in good condition and repair, ordinary wear and tear and casualty excepted, and shall pay all costs for such upkeep.

(b) Except as provided hereinbelow, between the Effective Date and the Closing, Optionor agrees not to enter into any contract or agreement regarding the Option Property which cannot be canceled upon not less than thirty (30) days' notice and without payment of a cancellation fee without the prior written approval of Optionee, which approval shall not be unreasonably withheld, conditioned, or delayed. Optionor will submit to Optionee, prior to execution by Optionor, any such contract or agreement and Optionee shall have five (5) business days after its receipt thereof to notify Optionor in writing of either its approval or disapproval thereof. If Optionee fails to notify Optionor in writing of its approval or disapproval within the five (5) business day period set forth above, Optionee shall be deemed to have disapproved such contract or agreement.

(c) Optionor or its affiliates shall not commence any administration action or lawsuit or otherwise file any legal action against any party in connection with, or in any way related to, the Option Property without the prior written consent of Optionee, which consent may be withheld in Optionee's sole discretion.

5.4 Representations and Warranties of Optionee. Optionee hereby makes the following representations and warranties to Optionor as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing:

(a) Organization and Authority. Optionee has been duly organized and is validly existing under the laws of the State of Delaware. Optionee has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated by this Agreement. The person signing this Agreement on behalf of Optionee is authorized to do so.

(b) Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending or to Optionee's knowledge, threatened against Optionee which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

(c) No Violations. Optionee represents and warrants to Optionor that this Agreement and all documents executed by Optionee which are to be delivered to Optionor at Closing do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Optionee is a party or to which Optionee is subject.

(d) Optionee represents and warrants that (i) Optionee and its affiliates (A) are not currently identified on the List, and (B) are not persons or entities with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) none of the funds or other assets of Optionee constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as defined above), and (iii) Optionee has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times.

Optionee also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Optionee is or shall be listed on any of the Lists or is or shall be an Embargoed Person. This Section shall not apply to any person to the extent that such person's interest in Optionee is through a U.S. Publicly-Traded Entity.

Each of the representations and warranties of Optionee contained in this Section shall be deemed remade by Optionee as of the Closing and shall survive the Closing for the same period of time as set forth in Section 5.2 hereof.

ARTICLE VI - DEFAULT

6.1 Default by Optionee. If the sale of the Option Property as contemplated hereunder is not consummated due to Optionee's refusal to close notwithstanding Optionor's performance of all obligations hereunder, Optionor, after providing written notice of such failure to perform to Optionee, and Optionee's failure to cure within thirty (30) days of Optionee's receipt of such notice (or such longer period of time as may be necessary to cure such failure using diligent efforts), shall be entitled, as its sole remedy, to terminate this Agreement and to receive payment of the Deposit from Escrow Holder as its full and liquidated damages in lieu of any additional recovery on account of Optionee's default, whereupon neither party shall have any further liability to the other hereunder. The parties acknowledge that in the event of Optionee's default hereunder it is impossible to compute exactly the damage that Optionor would suffer due to such failure. The parties have taken these facts into account in setting the amount of the Deposit hereunder and agree that the Deposit is the best estimate of the damage Optionor would suffer and the Deposit represents damage and not any penalty against Optionee.

6.2 Default by Optionor. In the event the sale of the Option Property as contemplated hereunder is not consummated due to Optionor's default hereunder (through no fault or breach by Optionee), Optionee shall, at Optionee's option, be entitled either (a) to receive the return of the Deposit, which return shall operate to terminate this Agreement and release Optionor from any and all liability; or (b) to seek to enforce specific performance of the Optionor's obligation to convey the Option Property hereunder. Optionee shall be deemed to have elected to have waived its right to specific performance if Optionee fails to file suit for specific performance against the Optionor in a court having jurisdiction located in the county and state where the Option Property is located on or before sixty (60) days following the date upon which the Closing was to have occurred.

6.3 Recoverable Damages. Notwithstanding Sections 6.1 and 6.2 hereof, in no event shall the provisions of Sections 6.1 and 6.2 limit the damages recoverable by either party against the other party due to the other party's obligation to indemnify such party in accordance with this Agreement.

ARTICLE VII - RISK OF LOSS

7.1 Risk of Loss. In the event of loss or damage to the Option Property or any portion thereof, this Agreement shall remain in full force and effect. If Optionor performs repairs upon the Option Property, Optionor shall use reasonable efforts to commence and complete such repairs promptly, and the date of Closing shall be extended a reasonable period of time in order to allow for the completion of such repairs. If Optionor assigns a casualty claim to Optionee, the Purchase Price shall be reduced by an amount equal to the lesser of the deductible amount under Optionor's insurance policy or the cost of such repairs as reasonably determined by Optionee. Upon Closing, full risk of loss with respect to the Option Property shall pass to Optionee.

ARTICLE VIII - BROKERAGE COMMISSIONS

8.1 Brokerage Commissions. With respect to the transaction contemplated by this Agreement, Optionor represents that it has not engaged or dealt with any broker or finder, and Optionee represents that it has not engaged or dealt with any broker or finder. Optionor agrees that if any person or entity makes a claim for brokerage commissions or finder's fees related to the sale of the Option Property by Optionor to Optionee, Optionor will protect, indemnify, defend and hold Optionee free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys' fees) in connection therewith. The provisions of this section shall survive Closing or any termination of this Agreement.

ARTICLE IX - MISCELLANEOUS

9.1 Confidentiality. Optionor and its representatives shall hold in confidence all data and information obtained with respect to Optionee and its business, whether obtained before or after the execution and delivery of this Agreement, and shall not disclose the same to others; provided, however, that Optionor may disclose (a) prior to the Closing, to the employees, lenders, consultants, accountants and attorneys of Optionor, any such data and information, if such persons agree to treat such data and information confidentially and (b) on and after the Closing, to the public, the fact that Optionee has acquired the Option Property.

9.2 Public Disclosure. Prior to and after the Closing, any release to the public of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only in the form approved by Optionee. The provisions of this Section 9.2 shall survive the Closing or any termination of this Agreement.

9.3 Assignment. Subject to the provisions of this Section 9.3, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto. Optionee may assign its rights under this Agreement. The provisions of this Section 9.3 shall survive the Closing or any termination of this Agreement.

9.4 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon delivery or refusal to accept delivery, or, in the case of email transmission, as of the date of the email transmission provided that such email is received prior to 5:00 p.m. Eastern Time. Unless

changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Optionor: CD 211 Property LLC
c/o Taurus Investment Holdings, LLC
Two International Place, Suite 2710
Boston, MA 02110
Attention: [REDACTED]
Email: [REDACTED]

with a copy to: [REDACTED]
[REDACTED]
[REDACTED]
Attention: [REDACTED]
Email: [REDACTED]

If to Optionee: Novo Riverside Commons LLC
c/o Taurus Investment Holdings, LLC
Two International Place, Suite 2710
Boston, MA 02110
Attention: [REDACTED]
[REDACTED].com

with a copy to: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If Escrow Holder: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

9.6 Entire Agreement. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter, other than any confidentiality agreement executed in connection with the Option Property.

9.7 Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the transaction contemplated by this Agreement. The provisions of this Section 9.7 shall survive Closing.

9.8 Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.9 Electronic Signatures. In order to expedite the transaction contemplated herein, electronically transmitted or digital signatures may be used in place of original signatures on this Agreement or any document delivered pursuant hereto. Optionor and Optionee intend to be bound by the signatures on the electronically transmitted or digitally executed document, are aware that the other party will rely on the electronically transmitted or digital signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

9.10 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially and adversely affect the benefits accruing to any party hereunder.

9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Option Property is located. Optionee and Optionor agree that the provisions of this Section 9.11 shall survive the Closing or any termination of this Agreement.

9.12 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Optionor and Optionee only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

9.13 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9.14 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

9.15 Recordation. This Agreement may not be recorded by any party hereto without the prior written consent of the other party hereto, provided, however, a notice of such option may be recorded. The provisions of this Section 9.15 shall survive the Closing or any termination of this Agreement.

9.16 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference.

9.17 Date of Performance. If the date on which any performance required hereunder is other than a business day, then such performance shall be required as of the next following business day.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

OPTIONOR:

CD 211 PROPERTY LLC, a Delaware limited liability company

By: 
Name: Erik Rijnbout
Title: Authorized Signatory

OPTIONEE:

NOVO RIVERSIDE COMMONS LLC, a Massachusetts limited liability company

By: 
Name: Erik Rijnbout
Title: Authorized Signatory

ACKNOWLEDGMENT

Escrow Holder executes this Agreement below solely for the purpose of acknowledging that it agrees to be bound by the provisions of Article 4 hereof.

ESCROW HOLDER:

By: _____
Name:
Title:

EXHIBIT A
PLAN OF LAND

[follows this page]

PREPARED FOR:
TAURUS INVESTMENT HOLDINGS, LLC
 603 N. FORTMEYER BLVD
 WASHINGTON, D.C. 20004

RECORD NUMBER:
CD 211
PROPERTY LLC
 2020 BROADWAY, SUITE 400
 PLAIN FIELD, NJ 07061
 (908-579-4433)

DATE:
 5/15/2023

NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

PROJECT:
HYPERION COMMONS
 1000 N. 30th
 WASHINGTON, D.C. 20002
 (CONGRESSIONAL DISTRICT)

PREPARED BY:
REBECCAH + THOMAS
 1000 N. 30th
 WASHINGTON, D.C. 20002
 (202) 462-1100

DATE:
 5/15/2023

SCALE:
 1" = 100'

PL

NOTES

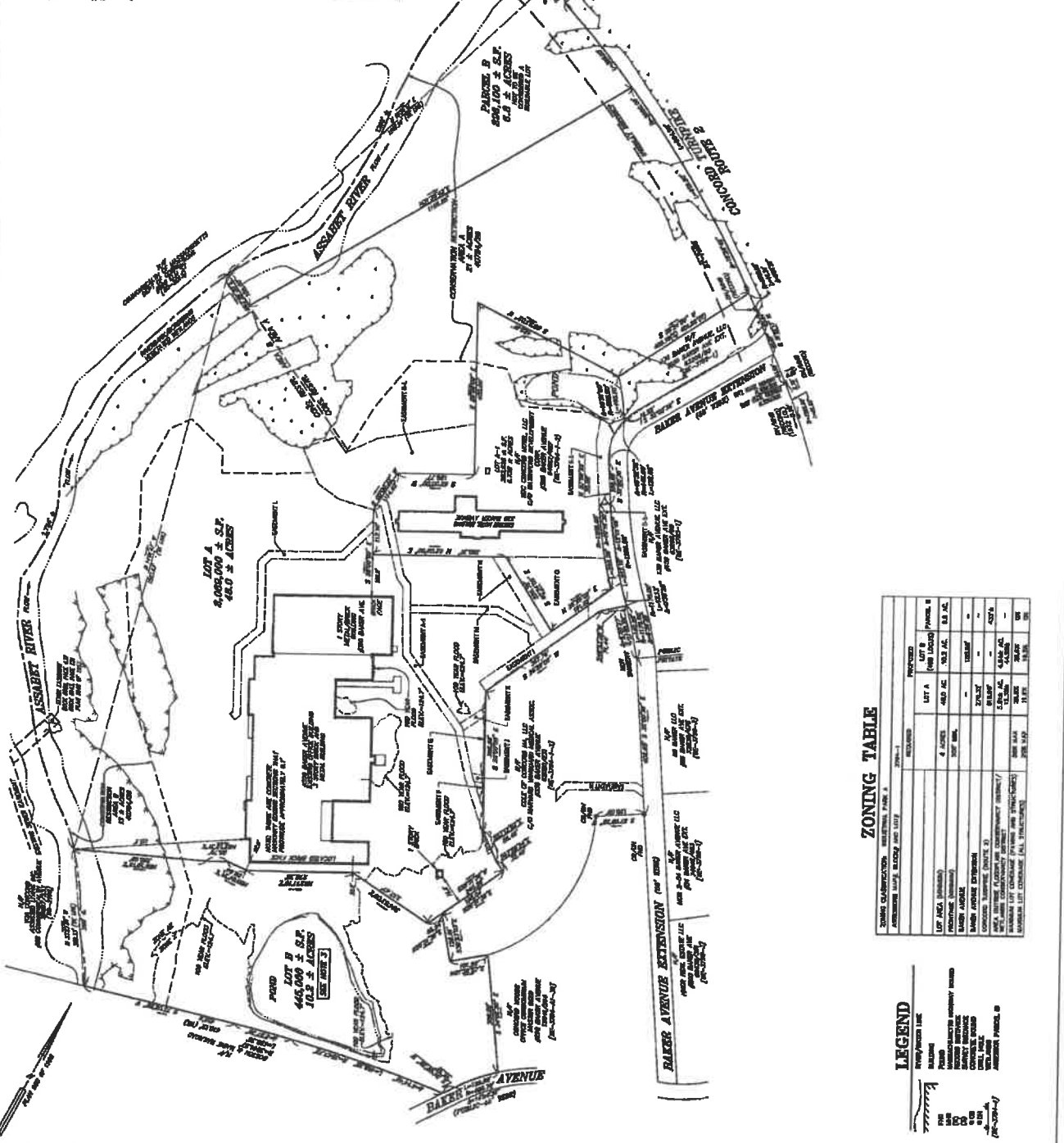
- THE PLANNED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE DISTRICT OF COLUMBIA DEPARTMENT OF PLANNING AND ZONING COMMISSION AND THE DISTRICT OF COLUMBIA BOARD OF ZONING ADJUSTMENTS.
- THIS PLAN IS A CORRECTION OF LOT 1-4 ON PLAIN FIELD, DISTRICT OF COLUMBIA, AS SHOWN ON THE PLANNED DEVELOPMENT FOR THE HYPERION COMMONS.
- THE PLANNED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE DISTRICT OF COLUMBIA DEPARTMENT OF PLANNING AND ZONING COMMISSION AND THE DISTRICT OF COLUMBIA BOARD OF ZONING ADJUSTMENTS.
- THE PLANNED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE DISTRICT OF COLUMBIA DEPARTMENT OF PLANNING AND ZONING COMMISSION AND THE DISTRICT OF COLUMBIA BOARD OF ZONING ADJUSTMENTS.

ZONING DISTRICTS

CONGRESSIONAL DISTRICT 1
 DISTRICT OF COLUMBIA
 PLANNED DEVELOPMENT FOR THE HYPERION COMMONS

EASEMENT NOTES

- CONVEYANCE OF EASEMENT TO THE DISTRICT OF COLUMBIA DEPARTMENT OF PLANNING AND ZONING COMMISSION AND THE DISTRICT OF COLUMBIA BOARD OF ZONING ADJUSTMENTS.
- CONVEYANCE OF EASEMENT TO THE DISTRICT OF COLUMBIA DEPARTMENT OF PLANNING AND ZONING COMMISSION AND THE DISTRICT OF COLUMBIA BOARD OF ZONING ADJUSTMENTS.
- CONVEYANCE OF EASEMENT TO THE DISTRICT OF COLUMBIA DEPARTMENT OF PLANNING AND ZONING COMMISSION AND THE DISTRICT OF COLUMBIA BOARD OF ZONING ADJUSTMENTS.



ZONING TABLE

FORMER CLASSIFICATION	PROPOSED CLASSIFICATION	REASON	PROPOSED ZONING
LOT 1 (448,000 SQ FT)	LOT 1 (448,000 SQ FT)	AS SHOWN ON THE PLANNED DEVELOPMENT	AS SHOWN ON THE PLANNED DEVELOPMENT
LOT 2 (448,000 SQ FT)	LOT 2 (448,000 SQ FT)	AS SHOWN ON THE PLANNED DEVELOPMENT	AS SHOWN ON THE PLANNED DEVELOPMENT
LOT 3 (448,000 SQ FT)	LOT 3 (448,000 SQ FT)	AS SHOWN ON THE PLANNED DEVELOPMENT	AS SHOWN ON THE PLANNED DEVELOPMENT
LOT 4 (448,000 SQ FT)	LOT 4 (448,000 SQ FT)	AS SHOWN ON THE PLANNED DEVELOPMENT	AS SHOWN ON THE PLANNED DEVELOPMENT

LEGEND

REVISIONS TO THE PLAN

- 1. CORRECTION OF LOT 1-4
- 2. CORRECTION OF LOT 1-4
- 3. CORRECTION OF LOT 1-4
- 4. CORRECTION OF LOT 1-4
- 5. CORRECTION OF LOT 1-4
- 6. CORRECTION OF LOT 1-4
- 7. CORRECTION OF LOT 1-4
- 8. CORRECTION OF LOT 1-4
- 9. CORRECTION OF LOT 1-4
- 10. CORRECTION OF LOT 1-4

**EXHIBIT B
ESCROW AGREEMENT**

_____ (“Escrow Agent”) agrees to act as escrow agent with respect to the Option Agreement and Escrow Agreement between Novo Riverside Commons LLC, as Optionee, and CD 211 Property LLC, as Optionor, dated _____, 2023 (the “Option Agreement”), and the deposit(s) subject to the following conditions:

1. The Escrow Agent is employed hereunder in a ministerial capacity only, and shall act in accordance with the Option Agreement for the subject property or only upon the joint written instructions of the parties in interest, and shall not be liable to any party for any loss or damage resulting therefrom, except for loss or damage resulting from the bad faith or willful misconduct of the Escrow Agent.
2. If there is any dispute among the parties in interest as to whether the Escrow Agent shall disburse any funds, documents, or instruments held hereunder, the Escrow Agent may either (a) hold such items until receipt of an authorization in writing signed by all persons having an interest in said dispute, or (b) retain counsel and tender such items into court in connection with a proceeding to determine the rights and obligations of such persons.
3. The said parties in interest shall jointly and severally indemnify and hold the Escrow Agent harmless from and against any and all claims, liability, loss, cost and expense (including reasonable attorneys’ fees and court costs) arising from the performance of the Escrow Agent hereunder, except for any such claim, action, or proceeding resulting in a final determination that the Escrow Agent breached its obligations through bad faith or willful misconduct. In the event that such costs or expenses are incurred by the Escrow agent, the Escrow Agent shall be entitled to reimburse itself out of any funds held hereunder for its reasonable costs and expenses.
4. So long as any monies are held or invested in accordance with the instructions of the parties in interest, the Escrow Agent shall not be responsible for any loss or delay occasioned by the closure or insolvency of the institution with which any funds are invested, and shall have no liability for lost interest earnings on such funds occasioned by delay in the execution of wire transfer instructions or by early withdrawal of funds.

Optionee:

Optionor:

NOVO RIVERSIDE COMMONS LLC

CD 211 PROPERTY LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

ESCROW HOLDER:

By: _____

Name:

Title:

EXHIBIT C
INSURANCE REQUIREMENTS

1. Commercial General Liability insurance in an amount no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate covering any personal injury or property damage arising from or connected to any entry onto or activities on or about the Option Property.
2. Statutory Worker's Compensation benefits including Employer's Liability with an amount no less than \$500,000.00 for each accident and \$500,000.00 for each employee, or as required by applicable law (whichever is greater).
3. Automobile Bodily Injury and Property Damage Liability Insurance in an amount not less than the compulsory coverage required in Massachusetts. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of the inspection activities under this Agreement. The limits of liability of such insurance shall be not less than \$1,000,000 combined single limit.
4. Such insurance coverages shall be standard policies written on an occurrence basis, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts and rated in Best's Insurance Guide (or replacement thereof) as having a general policy holder rating of "A-" or better and a financial rating of at least "VIII". Such policies (other than Worker's Compensation/Employer's Liability) shall provide a waiver of subrogation in favor of Optionor.

[REDACTED]

(Space Above This Line For Recorder's Use Only)

QUITCLAIM DEED

CD 211 PROPERTY LLC, a Delaware limited liability company with an address in care of Taurus Investment Holdings, LLC, Two International Place, Suite 2710, Boston, MA 02110, for consideration paid and in full consideration of _____ Dollars (\$ _____ .00) Dollars, hereby grants to NOVO RIVERSIDE COMMONS LLC, a Delaware limited liability company with an address in care of Taurus Investment Holdings, LLC, Two International Place, Suite 2710, Boston, MA 02110, with QUITCLAIM COVENANTS, that certain real property, situated in the Town of Concord, County of Middlesex, Commonwealth of Massachusetts, known as 292 and 294 Baker Avenue, and more particularly described on Schedule 1 attached hereto and by this reference incorporated herein, together with all improvements located on such land and all rights, and appurtenances benefiting such land and the improvements thereon.

Being a portion of the same premises conveyed to the grantor by deed of 300 Baker Owner LLC, dated as of April 13, 2020 and recorded with the Middlesex South Registry of Deeds at Book 74476, Page 432.

Said premises are conveyed subject to and with the benefit of, as the case may be, all rights, restrictions, covenants, easements and reservations of record, if any, all insofar as the same may be now in force and applicable, and further subject to real estate taxes assessed for the current fiscal year, but not yet due and payable, which the grantee, by acceptance hereof, hereby assumes and agrees to pay.

[signature appears on following page]

[REDACTED]

IN WITNESS WHEREOF, the undersigned has executed this Quitclaim Deed dated as of _____, 202__.

CD 211 PROPERTY LLC,
a Delaware limited liability company

By: _____
Name:
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this _____ day of _____, 202__, before me, the undersigned notary public, personally appeared _____, as _____ of CD 211 Property LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of CD 211 Property LLC.

Notary Public:
My Commission Expires:

**SCHEDULE 1
LEGAL DESCRIPTION**

EXHIBIT E
FORM OF FIRPTA CERTIFICATE
CERTIFICATE REGARDING FOREIGN INVESTMENT
IN REAL PROPERTY TAX ACT

Section 1445 of the Internal Revenue Code provides that the transferee of a United States property interest must withhold tax if the transferor is a foreign person. To inform Novo Riverside Commons LLC ("Optionee") that withholding of tax is not required upon the disposition of a United States real property interest by CD 211 Property LLC ("Optionor"), and with the knowledge that Optionee will rely upon the following statements, Optionor hereby certifies the following facts to Optionee:

1. Optionor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. The Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Code.
3. Optionor's United States Employer Identification Number/Social Security Number is: _____.
4. Optionor's office/home address is:
care of Taurus Investment Holdings, LLC
Two International Place, Suite 2710
Boston, MA 02110

Optionor understands that this certification may be disclosed to the Internal Revenue Service by Optionee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, the undersigned declare that I/we have examined this Certificate and, to the best of my/our knowledge and belief, it is true, correct and complete, and I/we further declare that I/we have authority to sign this document on behalf of Optionor.

Dated as of _____, 202__

OPTIONOR:

CD 211 PROPERTY LLC, a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT F
FORM OF
TITLE AFFIDAVIT

[REDACTED]

OWNER'S AFFIDAVIT/GAP INDEMNITY AGREEMENT
(To Induce Sale and/or Loan on Property and Title Insurance)

STATE / DISTRICT OF)
CITY / COUNTY OF)

Owner:

Commitment No.: NCS-_____ -BOS1 (the
"Commitment")

The undersigned, being first duly sworn, and being duly authorized to do so on behalf of the Owner named above, hereby makes the following affidavit to [REDACTED]

- The Owner is the Owner in fee simple of the Property known and described in the attached EXHIBIT A, and as further described in the Commitment (said property being hereinafter referred to as the Property); and there are no other parties who are in possession, or who have or claim a right to be in possession, of any part of Property, except for the tenants (as tenants only without option to purchase or right of first refusal) set forth in EXHIBIT B hereto. Owner's possession of the Property has been peaceable and undisturbed and Owner's title to the Property has never been disputed or questioned.
- 2. Except as disclosed in EXHIBIT C, (a) No person has furnished any labor, services, or materials in connection with the construction or repair of any buildings or improvements on any of the Property within the last ____ (____) days; (b) there are no unpaid amounts due for any labor, material, or services in connection with the construction or repair of any improvements on any of the Property, or with respect to the Property itself, that could form the basis of a lien thereon; (c) there are no outstanding contracts under which work is to be completed with regard to the Property; and (d) Owner has not received any notice of intention to file or record a lien in connection with any of the Property.
- 3. All real estate taxes and municipal or county charges currently due and owing with respect to each of the Property have been paid, or will be paid prior to the date on which same will become delinquent. There are no delinquent real estate taxes or unpaid current real estate taxes; nor any pending or levied assessments on the Property including, but not limited to, those for sidewalks, streets, and/or sewers and water lines.

4. There is no action or proceeding, including but not limited to bankruptcy or insolvency proceedings, pending by or against Owner in any state or federal court, nor are there any claims or pending claims against Owner which may be satisfied through a lien or attachment against the Property.
5. As an inducement to First American to insure over any matters attaching or created during the "gap" in time between the last continuation of title and the recording of the appropriate deed, mortgage, or other instrument with respect to the Property, Undersigned shall promptly remove of record any matters filed of record during said gap period, and shall hold harmless and indemnify the Company for any loss, cost, expense, claim, or damage, including without limitation reasonable attorneys' fees, arising with respect to any such matters affecting any of the Property.
6. The undersigned has no knowledge of any current, uncured violation of covenants, conditions, or restrictions contained in any recorded instrument affecting the Property, and has received no notice or claim from any party of such violation.
7. The Owner has not received notice of any violations of zoning ordinances or building permits for the Property. There are currently no proceedings in any state or federal court with regard to the same.

This Affidavit is given with the understanding and intention that First American shall rely thereon in issuing the title insurance policies (the "Policies") which are based on each related Commitments. Owner shall hold harmless and indemnify First American for any loss, cost, expense, claim, or damage, including without limitation reasonable attorneys' fees, arising by reason of any material incorrectness of any of the statements contained herein, as such statement may pertain to any of the Property.

THE UNDERSIGNED EXECUTES THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY AND INDIRECTLY ACCRUING TO IT BY REASON OF THE ISSUANCE OF THE TITLE INSURANCE POLICIES.

Executed as of the ____ day of _____, 202____.

AFFIANT: _____

Title: _____

[INSERT APPROPRIATE NOTARY ACKNOWLEDGMENT FOR STATE OF EXECUTION]

EXHIBIT A
Description of Property

EXHIBIT B
Tenants

EXHIBIT C
Work

EXHIBIT G
LIST OF SPECIFIED LITIGATION

NONE

5.1 New England Fund Lender Letter of Interest (required):

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

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



265 Franklin Street easternbank.com
Boston, MA 02110-3120

April 7, 2023

Massachusetts Housing Finance Agency
One Beacon Street
Boston, Massachusetts 02108
Attention: Jessica Malcolm, Manager, Planning & Programs

Subject: Proposed NOVO Riverside Commons Multifamily Rental Development
New England Fund Lender / Federal Home Loan Bank of Boston -
Letter of Interest

Dear Ms. Malcolm:

The purpose of this letter is to serve as the "lender letter of interest" with respect to the financing request from NOVO Riverside Commons, LLC for a multifamily rental project of approximately 201 rental units to be known as NOVO Riverside Commons to be located at 292 & 294 Baker Avenue in Concord, Massachusetts. The project is proposed by NOVO Riverside Commons, LLC, an affiliate of Taurus Investment Holdings, LLC, and is being developed under the provisions of Chapter 40B of the Massachusetts General Laws.

As required in accordance with Section 5.1 of the "*Comprehensive Permit Site Approval Application / Rental*" as issued by your office, this will confirm that Eastern Bank is currently a member bank of the Federal Home Loan Bank of Boston (FHLBB). This letter will further confirm that if the proposed project is approved and the financing is completed with Eastern Bank, a minimum of twenty-five percent (25%) of the total loan amount will be sourced from New England Fund (NEF) Program funding.

Eastern Bank has enjoyed a mutually-beneficial commercial banking relationship with Taurus Investment Holdings, LLC and its key principals, Peter Merrigan and Erik Rijnbout, for a period of over 10 years. During this time, Eastern Bank has served as the lender for multiple real estate projects that have been successfully positioned by Taurus entities in the Commonwealth of Massachusetts. We value our long-standing relationship with Taurus and look forward to assisting them with their financing needs as this project progresses. Accordingly, Eastern Bank has a strong interest in financing this project, subject to normal due diligence and customary underwriting that would occur at a later date.

Please understand that the above does not constitute, nor shall it be construed as, a financing commitment for the Project. Should Eastern Bank be requested to finance the project, the applicant would be requested to submit a loan application with supporting documentation for review and in accordance with our customary underwriting and lending practices. In the meantime, Eastern Bank maintains strong interest in supporting Taurus based on our relationship and the information that has been provided.

Please feel free to contact me should you have any questions with respect to this correspondence.

Sincerely,

Richard Donald
SVP
Eastern Bank

cc: Peter A. Merrigan, CEO & Managing Partner, Taurus Investment Holdings, LLC
Larry Peacock, LEED AP, Senior Vice President of Development, Taurus Investment
Holdings, LLC
John T. Smolak, Esq., Smolak & Vaughan LLP

5.2 Market Rental Comparables:

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

Property Summary Report

80 Beharrell St - Brookside Square

Concord, MA 01742 - West Concord Submarket



BUILDING

Type	4 Star Low-Rise Apartments
Year Built	2015
Units	74
GBA	103,993 SF
Stories	3
Metering	Individually Metered
Construction	Metal
Rent Type	Market
Market Segment	All

LAND

Parcels	CONC-000009D-002185
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BUILDING AMENITIES

Unit Amenities

- Air Conditioning
- Carpet
- Dishwasher
- Handrails
- High Speed Internet Access
- Kitchen
- Microwave
- Patio
- Recreation Room
- Stainless Steel Appliances
- Tile Floors
- Tub/Shower
- Vinyl Flooring
- Warming Drawer
- Wheelchair Accessible (Rooms)
- Cable Ready
- Ceiling Fans
- Disposal
- Heating
- Ice Maker
- Large Bedrooms
- Oven
- Range
- Refrigerator
- Storage Units
- Trash Compactor
- Views
- Walk-In Closets
- Washer/Dryer
- Window Coverings

Site Amenities

- 24 Hour Access
- Controlled Access
- Hearing Impaired Accessible
- Maintenance on site
- Online Services
- Property Manager on Site
- Renters Insurance Program
- Tenant Controlled HVAC
- Walking/Biking Trails
- Bicycle Storage
- Elevator
- Individual Locking Bedrooms
- Multi Use Room
- Private Bathroom
- Public Transportation
- Storage Space
- Vision Impaired Accessible

BEDROOM SUMMARY

Totals	Models		Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%	
All Studios	518	4	5.4%	0	0.0%	\$2,100	\$4.05	\$2,091	\$4.04	0.5%	
All 1 Beds	735	34	45.9%	0	0.0%	\$2,528	\$3.44	\$2,516	\$3.42	0.5%	



Property Summary Report

80 Beharrell St - Brookside Square



Concord, MA 01742 - West Concord Submarket

Models		Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Totals	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
All 2 Beds	1,034	36	48.6%	0	0.0%	\$3,553	\$3.44	\$3,536	\$3.42	0.5%
Totals	869	74	100.0%	0	0.0%	\$3,003	\$3.46	\$2,989	\$3.44	0.5%

UNIT MIX

Models		Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions	
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
Studio	1	518	4	5.4%	0	0.0%	\$2,100	\$4.05	\$2,091	\$4.04	0.5%
1	1	693	24	32.4%	0	0.0%	\$2,450	\$3.54	\$2,439	\$3.52	0.5%
1	1	761	2	2.7%	0	0.0%	\$2,445	\$3.21	\$2,434	\$3.20	0.5%
1	1	763	2	2.7%	0	0.0%	\$2,635	\$3.45	\$2,623	\$3.44	0.5%
1	1	884	4	5.4%	0	0.0%	\$2,875	\$3.25	\$2,862	\$3.24	0.5%
1	1	893	2	2.7%	0	0.0%	\$2,745	\$3.07	\$2,732	\$3.06	0.5%
2	1	1,000	2	2.7%	0	0.0%	\$3,410	\$3.41	\$3,394	\$3.39	0.5%
2	2	838	6	8.1%	0	0.0%	\$3,450	\$4.12	\$3,434	\$4.10	0.5%
2	2	1,000	3	4.1%	0	0.0%	\$3,740	\$3.74	\$3,723	\$3.72	0.5%
2	2	1,053	14	18.9%	0	0.0%	\$3,475	\$3.30	\$3,459	\$3.28	0.5%
2	2	1,089	6	8.1%	0	0.0%	\$3,420	\$3.14	\$3,404	\$3.13	0.5%
2	2	1,114	3	4.1%	0	0.0%	\$3,885	\$3.49	\$3,867	\$3.47	0.5%
2	2	1,291	2	2.7%	0	0.0%	\$4,165	\$3.23	\$4,146	\$3.21	0.5%

FOR LEASE

Smallest Space	4,588 SF	Office Avail	4,588 SF
Max Contiguous	4,588 SF		
# of Spaces	1		
Vacant	4,588 SF		
Rent	\$26.00		
Service Type	Plus All Utilities		

AVAILABLE SPACES

Floor	Suite	Use	Type	SF Available	Fir Contig	Bldg Contig	Rent	Occupancy	Term
P 1st		Office	Sublet	4,588	4,588	4,588	\$26.00/+UTIL	Vacant	Negotiable



Property Summary Report

80 Beharrell St - Brookside Square

Concord, MA 01742 - West Concord Submarket



PET POLICY

Cats Allowed - \$0 Deposit, \$75/Mo, 2 Maximum, Maximum Weight 75 lb,

Dogs Allowed - \$0 Deposit, \$75/Mo, 2 Maximum, Maximum Weight 75 lb,



TRANSPORTATION

Parking	Ratio of 1.96/Unit
Commuter Rail	2 min drive to West Concord Commuter Rail (Fitchburg/South Acton)
Airport	37 min drive to Logan International Airport
Walk Score®	Somewhat Walkable (69)

TENANTS

Northland Residential	17,600 SF
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PROPERTY CONTACTS

True Owner	 Oaktree Development LLC 80-96 Sherman St Cambridge, MA 02140 (617) 491-9100 (p) (617) 491-6004 (f)	Recorded Owner	50 Beharrell Llc 199 Sudbury Rd Concord, MA 01742
Developer	 Oaktree Development LLC 80-96 Sherman St Cambridge, MA 02140 (617) 491-9100 (p) (617) 491-6004 (f)	Architect	Design Science 200 Baker Ave Concord, MA 01742 (978) 369-6565 (p)
Property Manager	 Winn - Brookside Square 70 Beharrell St Concord, MA 01742 (978) 287-1433 (p)		

Property Summary Report

164 Lexington Rd - The Val

Billerica, MA 01821 - Central Billerica Submarket



BUILDING

Type	5 Star Mid-Rise Apartments
Year Built	Jul 2021
Units	211
GBA	249,200 SF
Stories	5
Rent Type	Market/Affordable
Market Segment	All

LAND

Land Acres	4.20 AC
Parcels	BILL-000097-000095

EXPENSES

Taxes	\$2,915.51/Unit (2022)
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BUILDING AMENITIES

Unit Amenities

- Air Conditioning
- Dishwasher
- Tub/Shower
- Cable Ready
- Kitchen
- Washer/Dryer

Site Amenities

- Business Center
- Courtyard
- Lounge
- Study Lounge
- Conference Rooms
- Grill
- Pool
- Sundeck

BEDROOM SUMMARY

Models		Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Totals	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
All 1 Beds	741	78	37.0%	11	14.1%	\$2,540	\$3.43	\$2,527	\$3.41	0.5%
All 2 Beds	1,107	99	46.9%	2	2.0%	\$2,930	\$2.65	\$2,915	\$2.63	0.5%
All 3 Beds	1,562	34	16.1%	7	20.6%	\$4,280	\$2.74	\$4,258	\$2.73	0.5%
Totals	1,045	211	100.0%	20	9.5%	\$3,003	\$2.87	\$2,988	\$2.86	0.5%

UNIT MIX

Models			Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
1	1	572	1	0.5%	0	0.0%	\$2,380	\$4.16	\$2,367	\$4.14	0.5%
1	1	649	8	3.8%	0	0.0%	\$2,270	\$3.50	\$2,258	\$3.48	0.5%



Property Summary Report

164 Lexington Rd - The Val

Billerica, MA 01821 - Central Billerica Submarket



Models			Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
1	1	708	20	9.5%	7	35.0%	\$2,530	\$3.57	\$2,517	\$3.56	0.5%
1	1	734	3	1.4%	0	0.0%	\$2,540	\$3.46	\$2,527	\$3.44	0.5%
1	1	766	1	0.5%	0	0.0%	\$2,575	\$3.36	\$2,561	\$3.34	0.5%
1	1	767	29	13.7%	4	13.8%	\$2,575	\$3.36	\$2,562	\$3.34	0.5%
1	1	773	6	2.8%	0	0.0%	\$2,670	\$3.45	\$2,656	\$3.44	0.5%
1	1	792	3	1.4%	0	0.0%	\$2,635	\$3.33	\$2,621	\$3.31	0.5%
1	1	806	6	2.8%	0	0.0%	\$2,615	\$3.24	\$2,602	\$3.23	0.5%
1	1	812	1	0.5%	0	0.0%	\$2,470	\$3.04	\$2,457	\$3.03	0.5%
2	1	924	1	0.5%	0	0.0%	\$2,797	\$3.03	\$2,782	\$3.01	0.5%
2	2	1,023	2	0.9%	0	0.0%	\$3,024	\$2.96	\$3,009	\$2.94	0.5%
2	2	1,050	2	0.9%	0	0.0%	\$3,054	\$2.91	\$3,038	\$2.89	0.5%
2	2	1,055	3	1.4%	1	33.3%	\$3,352	\$3.18	\$3,335	\$3.16	0.5%
2	2	1,064	22	10.4%	0	0.0%	\$2,444	\$2.30	\$2,432	\$2.29	0.5%
2	2	1,067	5	2.4%	0	0.0%	\$2,942	\$2.76	\$2,927	\$2.74	0.5%
2	2	1,086	10	4.7%	0	0.0%	\$2,927	\$2.70	\$2,912	\$2.68	0.5%
2	2	1,087	7	3.3%	0	0.0%	\$2,962	\$2.72	\$2,947	\$2.71	0.5%
2	2	1,088	7	3.3%	0	0.0%	\$3,075	\$2.83	\$3,059	\$2.81	0.5%
2	2	1,097	3	1.4%	1	33.3%	\$3,604	\$3.29	\$3,585	\$3.27	0.5%
2	2	1,105	4	1.9%	0	0.0%	\$3,051	\$2.76	\$3,035	\$2.75	0.5%
2	2	1,118	2	0.9%	0	0.0%	\$3,012	\$2.69	\$2,997	\$2.68	0.5%
2	2	1,125	2	0.9%	0	0.0%	\$3,124	\$2.78	\$3,108	\$2.76	0.5%
2	2	1,131	10	4.7%	0	0.0%	\$3,160	\$2.79	\$3,144	\$2.78	0.5%
2	2	1,153	1	0.5%	0	0.0%	\$3,154	\$2.74	\$3,137	\$2.72	0.5%
2	2	1,158	4	1.9%	0	0.0%	\$2,838	\$2.45	\$2,824	\$2.44	0.5%
2	2	1,189	2	0.9%	0	0.0%	\$3,189	\$2.68	\$3,173	\$2.67	0.5%
2	2	1,219	4	1.9%	0	0.0%	\$2,808	\$2.30	\$2,794	\$2.29	0.5%
2	2	1,249	8	3.8%	0	0.0%	\$3,259	\$2.61	\$3,242	\$2.60	0.5%
3	2	1,401	3	1.4%	2	66.7%	\$4,484	\$3.20	\$4,461	\$3.18	0.5%
3	2	1,470	4	1.9%	2	50.0%	\$4,421	\$3.01	\$4,398	\$2.99	0.5%
3	2	1,487	10	4.7%	0	0.0%	\$3,724	\$2.50	\$3,705	\$2.49	0.5%
3	2	1,496	2	0.9%	0	0.0%	\$3,941	\$2.63	\$3,921	\$2.62	0.5%
3	2	1,573	2	0.9%	1	50.0%	\$4,521	\$2.87	\$4,498	\$2.86	0.5%
3	2	1,635	1	0.5%	0	0.0%	\$4,618	\$2.82	\$4,594	\$2.81	0.5%
3	2	1,671	2	0.9%	2	100.0%	\$4,621	\$2.77	\$4,597	\$2.75	0.5%
3	2	1,697	8	3.8%	0	0.0%	\$4,627	\$2.73	\$4,603	\$2.71	0.5%
3	2	1,724	2	0.9%	0	0.0%	\$4,676	\$2.71	\$4,652	\$2.70	0.5%



Property Summary Report

164 Lexington Rd - The Val

Billerica, MA 01821 - Central Billerica Submarket



FOR LEASE

Smallest Space	2,611 SF	Retail Avail	2,611 SF
Max Contiguous	2,611 SF		
# of Spaces	1		
Vacant	2,611 SF		
Rent	Withheld		

AVAILABLE SPACES

Floor	Suite	Use	Type	SF Available	Fir Contig	Bldg Contig	Rent	Occupancy	Term
P 1st		Retail	Direct	2,611	2,611	2,611	Withheld	Vacant	Negotiable

PET POLICY

Cats Allowed - \$0 Deposit, \$75/Mo, 2 Maximum, Maximum Weight 100 lb,

Dogs Allowed - \$0 Deposit, \$75/Mo, 2 Maximum, Maximum Weight 100 lb,

TRANSPORTATION

Parking	280 available (Surface);Ratio of 1.40/Unit
Commuter Rail	13 min drive to North Billerica Commuter Rail (Lowell Line)
Airport	36 min drive to Logan International Airport
Walk Score®	Car-Dependent (21)

PROPERTY CONTACTS

True Owner



Alliance Residential Company
7135 E Camelback Rd
Scottsdale, AZ 85251
(602) 778-2800 (p)
(602) 778-2850 (f)

Developer



Alliance Residential Company
184 High St
Boston, MA 02110
(617) 356-1000 (p)

Property Manager



Greystar - The Val
164 Lexington Rd
Billerica, MA 01821
(978) 584-8000 (p)

BUILDING NOTES

The bed-bath mix, unit counts and sizes are estimated per other sources.



Property Summary Report

20 2nd Ave - The Huntington

Burlington, MA 01803 - Havenville Submarket



BUILDING

Type	4 Star Mid-Rise Apartments
Year Built	Apr 2018
Units	117
GBA	120,000 SF
Stories	4
Metering	Individually Metered
Construction	Wood Frame
Rent Type	Market
Market Segment	All

LAND

Land Acres	2.30 AC
Zoning	PDD
Parcels	BURL-000045-000000-000023

EXPENSES

Taxes	\$2,315.12/Unit (2022)
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BUILDING AMENITIES

Unit Amenities

- Balcony
- Fireplace
- Hardwood Floors
- Kitchen
- Range
- Tile Floors
- Washer/Dryer
- Carpet
- Granite Countertops
- Island Kitchen
- Patio
- Stainless Steel Appliances
- Walk-In Closets

Site Amenities

- Bicycle Storage
- Conference Rooms
- Dry Cleaning Service
- Fitness Center
- Laundry Service
- Package Service
- Spa
- Clubhouse
- Courtyard
- Elevator
- Grill
- Lounge
- Pet Washing Station
- Sundeck

BEDROOM SUMMARY

Totals	Models		Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%	
All 1 Beds	827	73	62.4%	7	9.6%	\$3,156	\$3.83	\$3,132	\$3.80	0.8%	
All 2 Beds	1,177	44	37.6%	7	15.9%	\$3,440	\$3.05	\$3,414	\$3.03	0.8%	
Totals	933	117	100.0%	14	12.0%	\$3,263	\$3.53	\$3,238	\$3.51	0.8%	



Property Summary Report

20 2nd Ave - The Huntington

Burlington, MA 01803 - Havenville Submarket



UNIT MIX

Models			Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
1	1	-	2	1.7%	0	0.0%	\$2,711	-	\$2,691	-	0.8%
1	1	715	12	10.3%	2	16.7%	\$3,068	\$4.29	\$3,044	\$4.26	0.8%
1	1	739	10	8.5%	1	10.0%	\$3,058	\$4.14	\$3,034	\$4.11	0.8%
1	1	766	14	12.0%	1	7.1%	\$3,112	\$4.06	\$3,088	\$4.03	0.8%
1	1	776	1	0.9%	1	100.0%	\$3,248	\$4.19	\$3,222	\$4.15	0.8%
1	1	799	11	9.4%	0	0.0%	\$2,953	\$3.70	\$2,930	\$3.67	0.8%
1	1	807	1	0.9%	0	0.0%	\$3,143	\$3.89	\$3,118	\$3.86	0.8%
1	1	811	1	0.9%	0	0.0%	\$3,188	\$3.93	\$3,163	\$3.90	0.8%
1	1	818	2	1.7%	1	50.0%	\$3,054	\$3.73	\$3,030	\$3.70	0.8%
1	1	893	9	7.7%	0	0.0%	\$3,248	\$3.64	\$3,223	\$3.61	0.8%
1	1	1,114	10	8.5%	1	10.0%	\$3,663	\$3.29	\$3,635	\$3.26	0.8%
2	2	-	13	11.1%	0	0.0%	\$3,072	-	\$3,048	-	0.8%
2	2	1,074	1	0.9%	0	0.0%	\$3,206	\$2.99	\$3,181	\$2.96	0.8%
2	2	1,120	5	4.3%	1	20.0%	\$3,406	\$3.04	\$3,380	\$3.02	0.8%
2	2	1,124	1	0.9%	0	0.0%	\$3,576	\$3.18	\$3,548	\$3.16	0.8%
2	2	1,133	5	4.3%	2	40.0%	\$3,473	\$3.07	\$3,446	\$3.04	0.8%
2	2	1,166	1	0.9%	0	0.0%	\$3,571	\$3.06	\$3,543	\$3.04	0.8%
2	2	1,172	6	5.1%	1	16.7%	\$3,646	\$3.11	\$3,618	\$3.09	0.8%
2	2	1,173	5	4.3%	2	40.0%	\$3,426	\$2.92	\$3,400	\$2.90	0.8%
2	2	1,192	2	1.7%	0	0.0%	\$3,581	\$3.00	\$3,553	\$2.98	0.8%
2	2	1,219	2	1.7%	0	0.0%	\$3,894	\$3.19	\$3,864	\$3.17	0.8%
2	2	1,323	2	1.7%	1	50.0%	\$4,189	\$3.17	\$4,156	\$3.14	0.8%
2	2	1,498	1	0.9%	0	0.0%	\$4,368	\$2.92	\$4,334	\$2.89	0.8%

PET POLICY

Cats Allowed - \$0 Deposit, \$150/Mo, 2 Maximum, Maximum Weight 60 lb,

Dogs Allowed - \$0 Deposit, \$150/Mo, 2 Maximum, Maximum Weight 60 lb,

SALE

Sold Price	\$37,911,468 (\$324,030/Unit) - Part of Portfolio
Date	Jul 2018
Sale Type	Investment
Properties	2
Financing	Unknown: State Farm Bank (Acquisition & Development) Bal/Pmt: \$31,000,000/-

TRANSPORTATION

Parking

200 available (Covered);150 available (Surface);Ratio of 2.99/Unit

Walk Score®

Somewhat Walkable (55)



Property Summary Report

20 2nd Ave - The Huntington

Burlington, MA 01803 - Havenville Submarket



PROPERTY CONTACTS

True Owner	 Nordblom Company 71 Third Ave Burlington, MA 01803 (781) 272-4000 (p) (781) 270-0359 (f)	True Owner	 Jones Lang LaSalle Income Property Trust 333 W Wacker Dr Chicago, IL 60606 (312) 897-4000 (p) (312) 782-4339 (f)
Recorded Owner	 NWP Huntington Owner LLC 20 2nd Ave Burlington, MA 01803	Recorded Owner	 NWP Tremont Owner LLC
Developer	 Nordblom Company 71 Third Ave Burlington, MA 01803 (781) 272-4000 (p) (781) 270-0359 (f)	Architect	 Cube 3 Studio, LLC 360 Merrimack St Lawrence, MA 01843 (978) 989-9900 (p)
Property Manager	 Nordblom - The Huntington 32 Second Ave Burlington, MA 01803 (781) 221-3060 (p)		

BUILDING NOTES

The bed-bath mix and sizes are confirmed per management. The actual bed bath unit counts are still to be determined.

Property Summary Report

32 2nd Ave - The Tremont at 3rd Ave
 Burlington, MA 01803 - Havenville Submarket



BUILDING

Type	4 Star Mid-Rise Apartments
Year Built	Jun 2016
Units	180
GBA	180,000 SF
Stories	4
Metering	Individually Metered
Construction	Wood Frame
Rent Type	Market/Affordable
Market Segment	All

LAND

Land Acres	5.71 AC
Zoning	PDD
Parcels	BURL-000045-000000-000027

EXPENSES

Taxes	\$2,291.74/Unit (2022)
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BUILDING AMENITIES

Unit Amenities

- Cable Ready
- Disposal
- Granite Countertops
- Microwave
- Refrigerator
- Washer/Dryer
- Dishwasher
- Fireplace
- Island Kitchen
- Range
- Stainless Steel Appliances

Site Amenities

- Clubhouse
- Energy Star Labeled
- Gated
- Laundry Facilities
- On-Site Retail
- Property Manager on Site
- Recycling
- Courtyard
- Fitness Center
- Grill
- Laundry Service
- Pool
- Public Transportation
- Roof Terrace

BEDROOM SUMMARY

	Models		Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%	
Totals	976	180	100.0%	8	4.4%	\$2,877	\$2.95	\$2,853	\$2.92	0.8%	
All 1 Beds	788	87	48.3%	5	5.8%	\$2,661	\$3.38	\$2,639	\$3.35	0.8%	
All 2 Beds	1,139	90	50.0%	3	3.3%	\$3,031	\$2.66	\$3,005	\$2.64	0.8%	
All 3 Beds	1,511	3	1.7%	0	0.0%	\$4,524	\$2.99	\$4,485	\$2.97	0.9%	



Property Summary Report

32 2nd Ave - The Tremont at 3rd Ave
 Burlington, MA 01803 - Havenville Submarket



UNIT MIX

Models			Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
1	1	766	36	20.0%	2	5.6%	\$2,719	\$3.55	\$2,696	\$3.52	0.8%
1	1	779	33	18.3%	0	0.0%	\$2,522	\$3.24	\$2,501	\$3.21	0.8%
1	1	792	8	4.4%	2	25.0%	\$2,565	\$3.24	\$2,543	\$3.21	0.8%
1	1	801	3	1.7%	0	0.0%	\$2,679	\$3.34	\$2,656	\$3.32	0.8%
1	1	819	2	1.1%	0	0.0%	\$2,928	\$3.57	\$2,903	\$3.54	0.9%
1	1	837	1	0.6%	1	100.0%	\$3,167	\$3.78	\$3,140	\$3.75	0.9%
1	1	934	2	1.1%	0	0.0%	\$3,118	\$3.34	\$3,092	\$3.31	0.8%
1	1	1,099	2	1.1%	0	0.0%	\$3,282	\$2.99	\$3,254	\$2.96	0.9%
2	2	1,095	2	1.1%	1	50.0%	\$3,345	\$3.05	\$3,317	\$3.03	0.9%
2	2	1,101	1	0.6%	0	0.0%	\$3,543	\$3.22	\$3,513	\$3.19	0.8%
2	2	1,108	45	25.0%	0	0.0%	\$2,704	\$2.44	\$2,681	\$2.42	0.8%
2	2	1,114	19	10.6%	0	0.0%	\$2,964	\$2.66	\$2,939	\$2.64	0.8%
2	2	1,121	11	6.1%	0	0.0%	\$3,467	\$3.09	\$3,437	\$3.07	0.8%
2	2	1,127	1	0.6%	0	0.0%	\$3,638	\$3.23	\$3,607	\$3.20	0.9%
2	2	1,151	1	0.6%	0	0.0%	\$3,703	\$3.22	\$3,671	\$3.19	0.9%
2	2	1,245	1	0.6%	0	0.0%	\$4,458	\$3.58	\$4,420	\$3.55	0.9%
2	2	1,355	1	0.6%	1	100.0%	\$4,318	\$3.19	\$4,281	\$3.16	0.9%
2	2	1,365	6	3.3%	0	0.0%	\$3,573	\$2.62	\$3,543	\$2.60	0.8%
2	2	1,379	1	0.6%	1	100.0%	\$4,398	\$3.19	\$4,361	\$3.16	0.8%
2	2	1,409	1	0.6%	0	0.0%	\$4,465	\$3.17	\$4,427	\$3.14	0.9%
3	2	1,511	3	1.7%	0	0.0%	\$4,524	\$2.99	\$4,485	\$2.97	0.9%

PET POLICY

Cats Allowed - \$0 Deposit, \$150/Mo, 2 Maximum, Maximum Weight 60 lb,

Dogs Allowed - \$0 Deposit, \$150/Mo, 2 Maximum, Maximum Weight 60 lb,

SALE

Sold Price \$53,588,532 (\$297,714/Unit) - Part of Portfolio

Date Jul 2018

Sale Type Investment

Properties 2

Financing Unknown: State Farm Bank (Acquisition & Development)
 Bal/Pmt: \$31,000,000/-

TRANSPORTATION

Parking 100 available (Surface); Ratio of 0.56/Unit

Commuter Rail 11 min drive to Mishawum Commuter Rail (Lowell Line)

Airport 26 min drive to Logan International Airport

Walk Score® Somewhat Walkable (53)



Property Summary Report

32 2nd Ave - The Tremont at 3rd Ave








Burlington, MA 01803 - Havenville Submarket



TENANTS

NWP Tremont LLC

PROPERTY CONTACTS

True Owner	 Nordblom Company 71 Third Ave Burlington, MA 01803 (781) 272-4000 (p) (781) 270-0359 (f)	True Owner	 Jones Lang LaSalle Income Property Trust 333 W Wacker Dr Chicago, IL 60606 (312) 897-4000 (p) (312) 782-4339 (f)
Recorded Owner	 NWP Huntington Owner LLC 20 2nd Ave Burlington, MA 01803	Recorded Owner	 NWP Tremont Owner LLC
Developer	 Nordblom Development Company 71 Third Ave Burlington, MA 01803	Architect	 Cube 3 Studio, LLC 360 Merrimack St Lawrence, MA 01843 (978) 989-9900 (p)
Property Manager	 Nordblom - The Tremont at 3rd Ave 32 Second Ave Burlington, MA 01803 (781) 221-3060 (p)		

BUILDING NOTES

The bed-bath mix, unit counts and sizes are confirmed per property management. A summary of the bed-bath mix is below:

A = 1 bd, B = 2bds, C = 3 bds

A1 - 766 sf: 36
A2 - 792 sf: 33
A3 - 819 sf: 12
A4 - 837 sf: 3
A5 - 1,099 sf: 2
A6 - 934 sf: 1

B1 - 1,095 sf: 48
B2 - 1,101 sf: 19
B3 - 1,121 sf: 15
B4 - 1,409 sf: 8

C1 - 1,511 sf: 3

Property Summary Report

341 2nd Ave - The Wright

Waltham, MA 02451 - West End Waltham Submarket



BUILDING

Type	4 Star Mid-Rise Apartments
Year Built	Mar 2023
Units	195
GBA	348,936 SF
Stories	6
Rent Type	Market/Affordable
Market Segment	All

LAND

Parcels	WALT-000039-000001-000016
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EXPENSES

Taxes	\$445.14/Unit (2022)
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BUILDING AMENITIES

Unit Amenities

- Air Conditioning
- Disposal
- Kitchen
- Tub/Shower
- Washer/Dryer
- Dishwasher
- Heating
- Stainless Steel Appliances
- Walk-In Closets

Site Amenities

- Fitness Center
- Package Service
- Pool
- Lounge
- Pet Washing Station

BEDROOM SUMMARY

Models		Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Totals	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
All Studios	566	50	25.6%	1	2.0%	\$2,398	\$4.24	\$2,255	\$3.99	6.0%
All 1 Beds	675	60	30.8%	15	25.0%	\$2,665	\$3.95	\$2,505	\$3.71	6.0%
All 2 Beds	1,208	40	20.5%	11	27.5%	\$3,836	\$3.18	\$3,606	\$2.99	6.0%
All 3 Beds	1,410	45	23.1%	12	26.7%	\$4,937	\$3.50	\$4,641	\$3.29	6.0%
Totals	926	195	100.0%	39	20.0%	\$3,361	\$3.63	\$3,159	\$3.41	6.0%

UNIT MIX

Models			Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
Studio	1	558	30	15.4%	0	0.0%	\$2,379	\$4.26	\$2,236	\$4.01	6.0%



Property Summary Report

341 2nd Ave - The Wright

Waltham, MA 02451 - West End Waltham Submarket



Models			Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
Studio	1	577	20	10.3%	1	5.0%	\$2,428	\$4.21	\$2,282	\$3.96	6.0%
1	1	618	15	7.7%	0	0.0%	\$2,466	\$3.99	\$2,318	\$3.75	6.0%
1	1	628	5	2.6%	0	0.0%	\$2,460	\$3.92	\$2,312	\$3.68	6.0%
1	1	676	18	9.2%	5	27.8%	\$2,673	\$3.95	\$2,512	\$3.72	6.0%
1	1	688	3	1.5%	0	0.0%	\$2,714	\$3.95	\$2,551	\$3.71	6.0%
1	1	689	2	1.0%	0	0.0%	\$2,714	\$3.94	\$2,551	\$3.70	6.0%
1	1	699	2	1.0%	0	0.0%	\$2,758	\$3.94	\$2,592	\$3.71	6.0%
1	1	714	3	1.5%	3	100.0%	\$2,790	\$3.91	\$2,622	\$3.67	6.0%
1	1	735	7	3.6%	3	42.9%	\$2,877	\$3.91	\$2,704	\$3.68	6.0%
1	1	759	5	2.6%	4	80.0%	\$2,980	\$3.93	\$2,801	\$3.69	6.0%
2	2	1,070	3	1.5%	2	66.7%	\$3,454	\$3.23	\$3,247	\$3.03	6.0%
2	2	1,082	6	3.1%	1	16.7%	\$3,519	\$3.25	\$3,308	\$3.06	6.0%
2	2	1,108	6	3.1%	2	33.3%	\$3,630	\$3.28	\$3,412	\$3.08	6.0%
2	2	1,118	8	4.1%	0	0.0%	\$3,605	\$3.22	\$3,389	\$3.03	6.0%
2	2	1,155	1	0.5%	0	0.0%	\$3,739	\$3.24	\$3,515	\$3.04	6.0%
2	2	1,163	1	0.5%	1	100.0%	\$3,731	\$3.21	\$3,507	\$3.02	6.0%
2	2	1,169	2	1.0%	0	0.0%	\$3,760	\$3.22	\$3,534	\$3.02	6.0%
2	2	1,264	3	1.5%	2	66.7%	\$4,075	\$3.22	\$3,830	\$3.03	6.0%
2	2	1,457	10	5.1%	3	30.0%	\$4,411	\$3.03	\$4,147	\$2.85	6.0%
3	2	1,310	17	8.7%	2	11.8%	\$4,567	\$3.49	\$4,293	\$3.28	6.0%
3	2	1,433	9	4.6%	4	44.4%	\$5,019	\$3.50	\$4,718	\$3.29	6.0%
3	2	1,436	6	3.1%	4	66.7%	\$5,067	\$3.53	\$4,763	\$3.32	6.0%
3	2	1,514	13	6.7%	2	15.4%	\$5,304	\$3.50	\$4,986	\$3.29	6.0%

PET POLICY

Cats Allowed - \$150/Mo, 2 Maximum, Maximum Weight 100 lb,

Dogs Allowed - \$150/Mo, 2 Maximum, Maximum Weight 100 lb,

TRANSPORTATION

Commuter Rail	5 min drive to Kendal Green Commuter Rail (Fitchburg/South Acton)
Airport	31 min drive to Logan International Airport
Walk Score®	Car-Dependent (24)
Transit Score®	Some Transit (34)



Property Summary Report

341 2nd Ave - The Wright



Waltham, MA 02451 - West End Waltham Submarket

PROPERTY CONTACTS

True Owner



The Carlyle Group
1001 Pennsylvania Ave NW
Washington, DC 20004
(202) 729-5626 (p)
(202) 347-1818 (f)

Developer



Callahan Construction Management
80 First St
Bridgewater, MA 02324
(508) 279-0012 (p)
(508) 279-0032 (f)

Architect



Cube3
160 State St
Boston, MA 02109
(978) 989-9900 (p)

Property Manager



Greystar - The Wright
341 2nd Ave
Waltham, MA 02451
(781) 720-1000 (p)

BUILDING NOTES

The bed-bath mix, unit counts and sizes are estimated.

Property Summary Report

19 Boxwood Dr - Village Green at Littleton

Littleton, MA 01460 - Littleton Submarket



BUILDING

Type	3 Star Mid-Rise Apartments
Year Built	Jun 2015
Units	144
GBA	235,044 SF
Stories	4
Construction	Wood Frame
Rent Type	Market
Market Segment	All

LAND

Land Acres	13.85 AC
Zoning	R
Parcels	LITT-000001U-000002

BUILDING AMENITIES

Unit Amenities

- Air Conditioning
- Cable Ready
- Dishwasher
- Heating
- Kitchen
- Oven
- Range
- Stainless Steel Appliances
- Tub/Shower
- Washer/Dryer
- Balcony
- Den
- Granite Countertops
- Ice Maker
- Microwave
- Patio
- Refrigerator
- Storage Units
- Walk-In Closets
- Wheelchair Accessible (Rooms)

Site Amenities

- Business Center
- Controlled Access
- Fitness Center
- Maintenance on site
- Pet Play Area
- Property Manager on Site
- Clubhouse
- Elevator
- Laundry Facilities
- Online Services
- Playground
- Storage Space

BEDROOM SUMMARY

Models		Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Totals	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
All 1 Beds	852	48	33.3%	5	10.4%	\$2,496	\$2.93	\$2,475	\$2.90	0.8%
All 2 Beds	1,157	51	35.4%	1	2.0%	\$2,975	\$2.57	\$2,950	\$2.55	0.8%
All 3 Beds	1,292	45	31.3%	0	0.0%	\$3,210	\$2.48	\$3,183	\$2.46	0.9%
Totals	1,098	144	100.0%	6	4.2%	\$2,889	\$2.63	\$2,864	\$2.61	0.8%



Property Summary Report

19 Boxwood Dr - Village Green at Littleton

Littleton, MA 01460 - Littleton Submarket



UNIT MIX

Models			Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
1	1	806	17	11.8%	2	11.8%	\$2,567	\$3.18	\$2,545	\$3.16	0.8%
1	1	832	19	13.2%	2	10.5%	\$2,349	\$2.82	\$2,329	\$2.80	0.8%
1	1	950	12	8.3%	1	8.3%	\$2,627	\$2.77	\$2,605	\$2.74	0.8%
2	2	1,122	9	6.3%	0	0.0%	\$2,586	\$2.30	\$2,564	\$2.29	0.8%
2	2	1,148	22	15.3%	1	4.6%	\$3,014	\$2.63	\$2,989	\$2.60	0.8%
2	2	1,182	20	13.9%	0	0.0%	\$3,108	\$2.63	\$3,082	\$2.61	0.8%
3	2	1,292	45	31.3%	0	0.0%	\$3,210	\$2.48	\$3,183	\$2.46	0.9%

PET POLICY

Cats Allowed - \$0 Deposit, \$40/Mo, 2 Maximum, Maximum Weight 80 lb,

Dogs Allowed - \$0 Deposit, \$75/Mo, 1 Maximum, Maximum Weight 80 lb,

SALE

Sold Price \$38,300,000 (\$265,972/Unit)

Date May 2018

Sale Type Investment

Cap Rate 5.00%

TRANSPORTATION

Commuter Rail

13 min drive to Littleton/Route 495 Commuter Rail (Fitchburg/South Acton Line)

Airport

46 min drive to Logan International Airport

Walk Score®

Car-Dependent (45)

PROPERTY CONTACTS

True Owner



John M Corcoran & Co
100 Grandview Rd
Braintree, MA 02184
(781) 843-7268 (p)
(781) 849-7112 (f)

Recorded Owner



TRPF 19 Boxwood Drive LLC
730 Third Ave
New York, NY 10017

Previous True Owner



Nuveen
730 3rd Ave
New York, NY 10017
(800) 752-8700 (p)

Previous True Owner



Omni Properties, LLC
6 Lyberty Way
Westford, MA 01886
(978) 369-4884 (p)
(978) 405-5049 (f)

Developer



Omni Properties, LLC
6 Lyberty Way
Westford, MA 01886
(978) 369-4884 (p)
(978) 405-5049 (f)

Property Manager



Cocoran - Village Green at Littleton
19 Boxwood Dr
Littleton, MA 01460
(978) 776-6114 (p)



Property Summary Report

437 Cold Brook Rd - The Apartments at Cold Brook Crossing

Sudbury, MA 01776 - Metro West Submarket



BUILDING

Type	4 Star Mid-Rise Apartments
Year Built	Sep 2022
Units	101
GBA	280,000 SF
Stories	4
Rent Type	Market/Affordable
Market Segment	All

LAND

Land Acres	31.51 AC
Parcels	SUDB-000012C-000000-000003

EXPENSES

Taxes	\$100.86/Unit (2021)
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BUILDING AMENITIES

Unit Amenities

- Air Conditioning
- Island Kitchen
- Patio
- Stainless Steel Appliances
- Balcony
- Kitchen
- Range

Site Amenities

- Business Center
- Grill
- Pet Play Area
- Walking/Biking Trails
- Fitness Center
- Lounge
- Pet Washing Station

BEDROOM SUMMARY

Models		Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Totals	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
All 1 Beds	828	52	51.5%	7	13.5%	\$2,723	\$3.29	\$2,560	\$3.09	6.0%
All 2 Beds	1,092	38	37.6%	8	21.1%	\$3,653	\$3.34	\$3,434	\$3.14	6.0%
All 3 Beds	1,510	11	10.9%	0	0.0%	\$5,213	\$3.45	\$4,900	\$3.24	6.0%
Totals	1,002	101	100.0%	15	14.9%	\$3,344	\$3.34	\$3,143	\$3.14	6.0%

UNIT MIX

Models			Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
1	1	749	5	5.0%	0	0.0%	\$2,501	\$3.34	\$2,351	\$3.14	6.0%
1	1	797	4	4.0%	0	0.0%	\$2,552	\$3.20	\$2,398	\$3.01	6.0%



Property Summary Report

437 Cold Brook Rd - The Apartments at Cold Brook Crossing

Sudbury, MA 01776 - Metro West Submarket



Models			Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
1	1	802	23	22.8%	4	17.4%	\$2,599	\$3.24	\$2,443	\$3.05	6.0%
1	1	807	1	1.0%	0	0.0%	\$2,631	\$3.26	\$2,474	\$3.07	6.0%
1	1	814	3	3.0%	1	33.3%	\$2,750	\$3.38	\$2,585	\$3.18	6.0%
1	1	835	4	4.0%	2	50.0%	\$2,925	\$3.50	\$2,750	\$3.29	6.0%
1	1	856	3	3.0%	0	0.0%	\$2,721	\$3.18	\$2,558	\$2.99	6.0%
1	1	908	4	4.0%	0	0.0%	\$3,147	\$3.47	\$2,959	\$3.26	6.0%
1	1	949	3	3.0%	0	0.0%	\$3,065	\$3.23	\$2,881	\$3.04	6.0%
1	1	1,029	2	2.0%	0	0.0%	\$3,290	\$3.20	\$3,093	\$3.01	6.0%
2	1	1,050	6	5.9%	2	33.3%	\$3,880	\$3.70	\$3,647	\$3.47	6.0%
2	2	1,089	18	17.8%	0	0.0%	\$3,400	\$3.12	\$3,196	\$2.93	6.0%
2	2	1,108	11	10.9%	4	36.4%	\$3,815	\$3.44	\$3,586	\$3.24	6.0%
2	2	1,137	3	3.0%	2	66.7%	\$4,120	\$3.62	\$3,873	\$3.41	6.0%
3	2	1,510	9	8.9%	0	0.0%	\$5,299	\$3.51	\$4,981	\$3.30	6.0%
3	2	1,512	2	2.0%	0	0.0%	\$4,824	\$3.19	\$4,534	\$3.00	6.0%

PET POLICY

Cats Allowed - \$65/Mo, 2 Maximum,

Dogs Allowed - \$65/Mo, 2 Maximum,

TRANSPORTATION

Commuter Rail 9 min drive to Concord Commuter Rail (Fitchburg/South Acton Line)


Airport 39 min drive to Logan International Airport

Walk Score® Car-Dependent (17)

PROPERTY CONTACTS

True Owner
CHRISTOPHER CLAUSSEN
 2134 Sevilla Way
 Naples, FL 34109
 (239) 591-2757 (p)

Recorded Owner
 Quarry North Rd Llc
 2134 Sevilla Way
 Naples, FL 34109

Property Manager

Winn - The Apartments at Cold Brook Crossing
 437 Cold Brook Rd
 Sudbury, MA 01776
 (508) 573-4700 (p)



Property Summary Report

12 Digital Way - Halstead Maynard Crossing



Maynard, MA 01754 - Maynard Submarket



BUILDING

Type	4 Star Mid-Rise Apartments
Year Built	Jan 2020
Units	180
GBA	310,000 SF
Stories	4
Rent Type	Market
Market Segment	All

LAND

Land Acres	12.58 AC
Zoning	R1
Parcels	MAYN-000025-000000-000152-000003

EXPENSES

Taxes	\$3,811.74/Unit (2021)
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BUILDING AMENITIES

Unit Amenities

- Air Conditioning
- Ice Maker
- Microwave
- Refrigerator
- Stainless Steel Appliances
- Washer/Dryer
- Hardwood Floors
- Kitchen
- Range
- Security System
- Tub/Shower

Site Amenities

- Clubhouse
- Fitness Center
- Pet Care
- Smoke Free
- Elevator
- Lounge
- Pool
- Spa

BEDROOM SUMMARY

Models		Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Totals	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
All 1 Beds	777	63	35.0%	0	0.0%	\$2,542	\$3.27	\$2,542	\$3.27	0.0%
All 2 Beds	1,189	117	65.0%	10	8.6%	\$3,271	\$2.75	\$3,271	\$2.75	0.0%
Totals	1,045	180	100.0%	10	5.6%	\$3,016	\$2.89	\$3,016	\$2.89	0.0%

UNIT MIX

Models			Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%



Property Summary Report

12 Digital Way - Halstead Maynard Crossing

Maynard, MA 01754 - Maynard Submarket



Models			Counts		Units Available		Avg Asking Rent		Avg Effective Rent		Concessions
Beds	Baths	Avg SF	Units	Mix %	Units	Percent	Per Unit	Per SF	Per Unit	Per SF	%
1	1	642	1	0.6%	0	0.0%	\$1,978	\$3.08	\$1,978	\$3.08	0.0%
1	1	778	54	30.0%	0	0.0%	\$2,550	\$3.28	\$2,550	\$3.28	0.0%
1	1	791	8	4.4%	0	0.0%	\$2,560	\$3.24	\$2,560	\$3.24	0.0%
2	1	1,048	29	16.1%	0	0.0%	\$3,060	\$2.92	\$3,060	\$2.92	0.0%
2	1	1,240	3	1.7%	0	0.0%	\$2,937	\$2.37	\$2,937	\$2.37	0.0%
2	2	1,067	45	25.0%	6	13.3%	\$3,070	\$2.88	\$3,070	\$2.88	0.0%
2	2	1,425	40	22.2%	4	10.0%	\$3,675	\$2.58	\$3,675	\$2.58	0.0%

FEES

Storage Fee \$40

PET POLICY

Cats Allowed - \$0 Deposit, \$75/Mo, 2 Maximum,
Dogs Allowed - \$0 Deposit, \$75/Mo, 2 Maximum,




SALE

Sold Price	\$67,660,436 (\$375,891/Unit)
Date	Jun 2021
Sale Type	Investment
Financing	Down Payment of \$23,961,042 (35.27%) Unknown: Northwestern Mutual Life Insurance Company

TRANSPORTATION

Commuter Rail	10 min drive to South Acton Commuter Rail (Fitchburg/South Acton)
Airport	47 min drive to Logan International Airport
Walk Score®	Car-Dependent (31)

PROPERTY CONTACTS

True Owner	The DSF Group 341 Newbury St Boston, MA 02115 (617) 675-3600 (p) (781) 250-5941 (f)	Recorded Owner	Digital Way Owner LLC
		Developer	Capital Group Properties, LLC 259 Turnpike Rd Southborough, MA 01772 (508) 357-8825 (p) (508) 357-6850 (f)
Previous True Owner	LeCesse Development Corporation 650 Northlake Blvd Altamonte Springs, FL 32701 (407) 645-5575 (p) (407) 645-5975 (f)		
		Property Manager	Bozzuto - Halstead Maynard Crossing 12 Digital Way Maynard, MA 01754 (978) 243-2555 (p)

BUILDING NOTES

The bed-bath mix, unit counts, and sizes are estimated per property management.



Property Summary Report

12 Digital Way - Halstead Maynard Crossing

Maynard, MA 01754 - Maynard Submarket



5.3 Market Study (if requested): **N/A**

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

6.1 Development Team Qualifications (required):

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



Taurus Investment Holdings, LLC

2023 Firm Overview

About Taurus

Established in 1997, Taurus Investment Holdings, LLC is a global real estate private equity firm. Supported by three synergistic drivers, we focus on opportunities where we believe significant value can be achieved for our stakeholders.

Vision

Fostering an entrepreneurial mindset - encouraging innovation, and creativity

Perspective

With a global perspective, we focus on strategic diversification, capitalizing on opportunities across markets.

Collaboration

Cross-functional collaboration within our disciplines, ensuring all investment decisions can provide significant value.

Taurus' fully integrated real estate operating platform has acquired or developed over \$10.5B in assets across industrial, multifamily, office, mixed-use and renewable energy sectors.

+\$10.5B
TOTAL VALUE

+\$5B
AUM
(assets under management)

+70M SF
PURCHASED
& DEVELOPED

+45
INVESTMENT
PROFESSIONALS

+140
TOTAL
EMPLOYEES

Vertically Integrated Teams

INDUSTRIAL	MULTIFAMILY	GLOBAL EX-US MARKETS	ENERGY STRATEGIES
DEVELOPMENT	OFFICE	UNITED KINGDOM	RENU COMMUNITIES
		GERMANY	ECOSMART SOLUTION
		INDIA	

Taurus leverages its in-house proprietary energy and sustainability professionals at RENU and EcoSmart, with a collective team of 20+ professionals dedicated to decarbonization

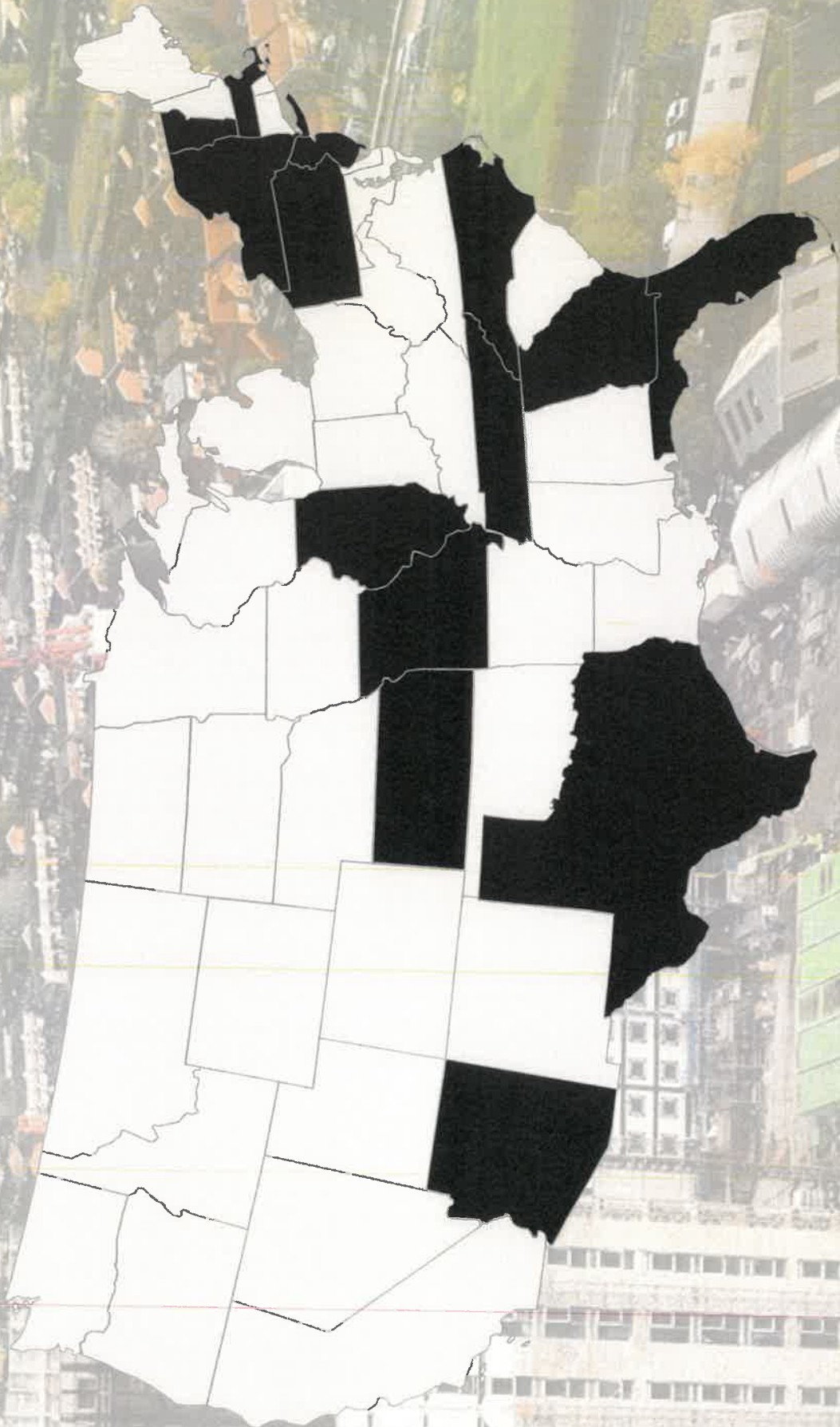


Established in 2019,
decarbonization focused retrofitting

ECOSMART
SOLUTION

Established in 2014,
carbon-neutral focused development

Taurus US Footprint



+4,700 UNITS
UNDER MANAGEMENT

+3,900 ACRES
UNDER MANAGEMENT

+30M SF TOTAL
UNDER MANAGEMENT

Our Sectors & Leadership Teams

Development

Taurus' development discipline encompasses every stage of the development lifecycle, including site selection, deal feasibility, underwriting, entitlement, design, and construction. The platform is focused on the NOVO brand which includes geothermal and solar components and other energy saving technology.



Allen Peacock
Senior Vice President



Tony Brannan
Director of Development



Cheri Smith
Development Manager

Multifamily

With a proven track record of value creation for multifamily assets and deep operational experience, the team focuses on identifying meaningful renovations, and opportunities to layer on decarbonization components that can benefit all stakeholders.



Nick Clark
Managing Director



Max Dorsch
Director of Acquisitions



Adam Clarke
Director of Asset Mgmt.

Industrial

Taurus acquires Class-B infill industrial assets across the US. With a highly experienced management team, Taurus currently manages an industrial portfolio totaling +17M SF spanning across more than 10 US markets.



Lathan Allen
Managing Director



Laine Kenan
Chief Operating Officer



Bill Garey
Director of Acquisitions

Office

With a focus on assets across innovative markets, the team identifies and executes on cosmetic upgrades and system improvements including renewable energy upgrades. Proactive asset management and close tenant relationships, attributes to the platform's resiliency.



Sam Flood
Managing Director



William Farmer
Associate



Mike Tibbetts
SVP - Taurus Mgmt. Services

Recent Projects

NOVO Community - Orlando, FL Environmentally Conscious Multifamily Development 276 Units	Sol District - Phoenix, AZ Decarbonization-focused Multifamily Retrofit 160 Units
Whisper Valley - Austin, TX Zero Energy Capable Master Planned Community +2,000 AC (5,000 sf homes, 2,500 mf units)	Canopy Apartment Villas - Orlando, FL Decarbonization-focused Multifamily Retrofit 360 Units
Kinsley Forest - Kansas City, MO Multifamily Development 328 Units	Strata - Malden, MA Multifamily Value-add Renovations 295 Units
Hilton Hotel - Orlando, FL Hotel Development 114 Units	Beverly Townhomes - Beverly, MA Multifamily Value-add Renovations 204 Units
Westfork Court - Atlanta, GA Industrial Park Development 86,400 SF	Wellington Parkside - Everett, MA Multifamily Value-add Renovations 190 Units
Beltway Commerce Center II & III - Orlando, FL Industrial Development 673,000 SF	Mezzo @ Tampa Palms - Tampa, FL Value-add Renovations 340 Units
Orange County Tax Collector - Orlando, FL Build-to-Suit Office Development 25,955 SF	Cherry Lane Theatre - West Village, NY Historic Preservation & Redevelopment 14,400 SF
South Winds Apartments - Fall River, MA Decarbonization-focused Multifamily Retrofit 404 Units	Wells Park Portfolio - Newton, MA Cosmetic & Renewable Energy Office Upgrades 3 Buildings, 377,696 SF

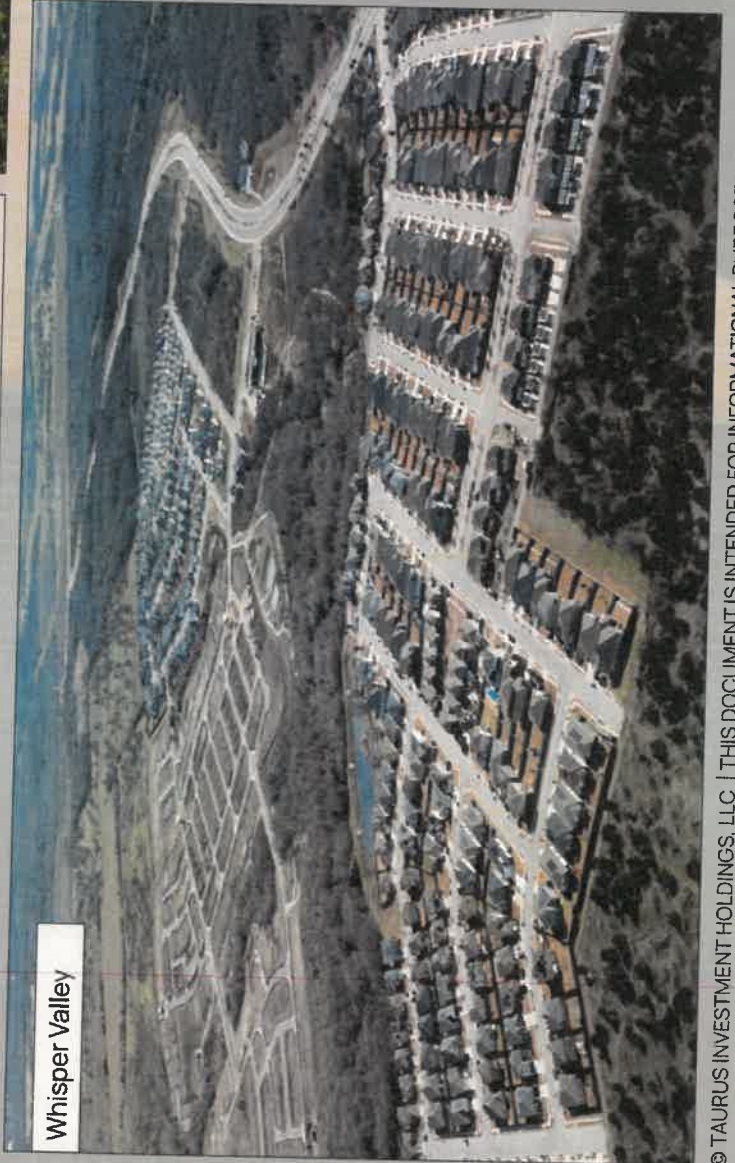
Project Photos



Kinsley Forest



Orange County Tax Collector



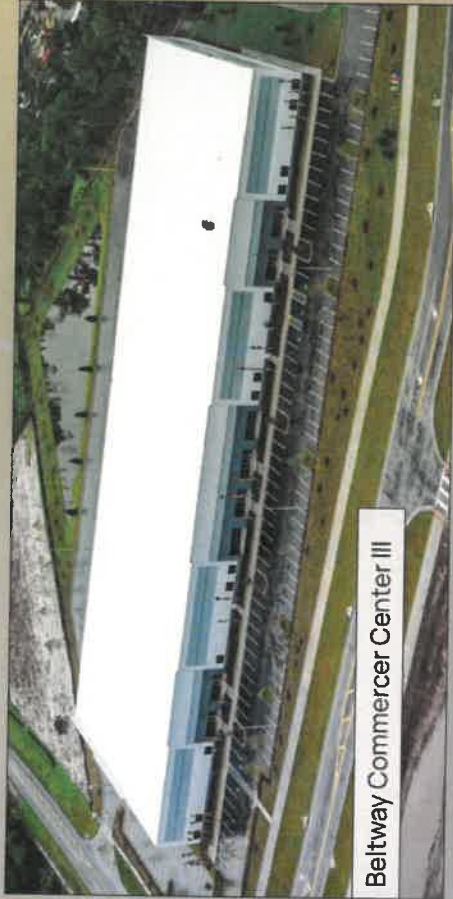
Whisper Valley



Strata



South Winds Apartments



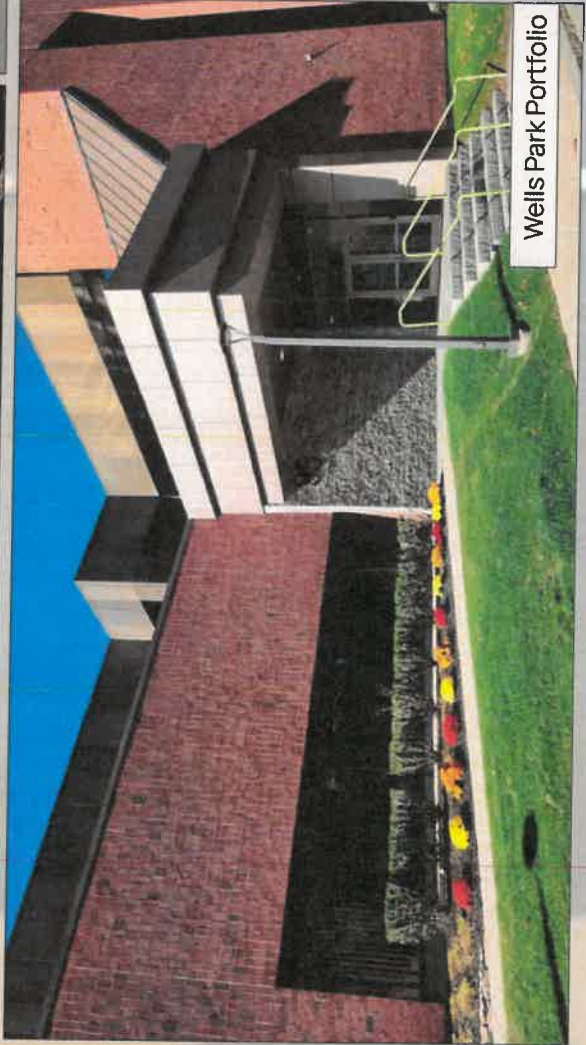
Beltway Commercer Center III



Canopy Villa Apartments



Wellington Parkside



Wells Park Portfolio



Hilton Brand Hotel



TAURUS

Two International Place, Floor 27
Boston, MA 02110
info@tiholdings.com

Daniel M. Feeney, PE, LEED AP Vice President

As a Principal with Beals and Thomas, Inc., Dan manages several of the firm's long-term projects, many of which include stormwater management design consistent with the Massachusetts Department of Environmental Protection Stormwater Management Standards, site layout and grading, construction cost estimating, utility research and design, earthwork analyses, water supply and fire protection studies, site work specification preparation, and construction administration. Dan is also an adept leader, providing his project team with guidance and knowledge throughout the process of civil and site design, and permitting for the firm's industrial, commercial, and residential development projects. Dan also serves as Director of Operations, a role in which he coordinates the overall scheduling of the company.

REPRESENTATIVE PROJECT EXPERIENCE

COMMERCIAL / INDUSTRIAL

Life Sciences Office Building, 33 New York Avenue, Framingham
Commercial Redevelopment – Burger King, Westborough
TRANSFLO Terminal Redevelopment, Westborough
Harvard Vanguard Medical Associates Office Building, Concord
i-Park, Waltham
EMC Corporate Campus Development, Hopkinton, Southborough,
Westborough, Bellingham
New England Automotive Gateway Center, Spencer, East Brookfield
Crossroads Industrial Park @ 495 Center, Northborough
Residence Inn, Concord
Panera Bread, Dedham
Raynham Woods Medical Office Building, Raynham
Society of Saint John the Evangelist, Cambridge
Schwan's Food Distribution Facility, Raynham
Cisco Systems' New England Development Center, Boxborough
Chestnut Industrial Park, Ashland
Commercial Property, Roslindale

RESIDENTIAL

LCB Assisted Living Facility, Medfield
Brookview Multi-Family Housing Project, Milford
Hearth Ridge Manor, Hopkinton
Private Residence, Southborough
Ames Shovel Works Apartments, Easton
Archstone North Point, Cambridge
Former Cutler School, Holliston
Former Andrews School, Holliston
Sudbury River Townhouses, Hopkinton
Brooksby Village, Peabody



Professional Licensure
Professional Engineer – MA
LEED Accredited Professional

Professional Affiliations
Civil Engineering Honor Society
495 Metro West Partnership
Executive Steering Committee
Private Sector Co-Chair
DCAMM/ACEC Partnership Committee

Education
B.S., Civil Engineering,
Villanova University, 1994

Years of Experience
Beals and Thomas, Inc.: 28
Total: 28

Daniel M. Feeney, PE - Vice President

RECREATIONAL

Mohegan Sun Massachusetts, Palmer
Athletic Complex, Marlborough
Athletic Complex, Bellingham

GOVERNMENTAL

Expert Witness Services on behalf of the MA Office of the Attorney
General, Various Towns, MA
City Hall Annex, Cambridge
Plymouth Trial Courthouse, Plymouth

ENERGY

EMC Solar Project, Bellingham
CEC Solar Project, Millis

MUNICIPAL PEER REVIEWS

On-call Engineering Review Services, Amesbury
On-call Engineering Review Services, Wrentham
Peer Review of Roscommon Open Space Residential Development in
Walpole (formerly known as the Sunnyrock Subdivision)



BRIAN O'CONNOR

FOUNDING PARTNER

EDUCATION

Carnegie-Mellon University
Bachelor of Architecture

REGISTRATIONS

American Institute of Architects - AIA

Registered Architect in:

MA, NJ, RI, KS, MI, PA, FL, NC, VA, AZ, IA, CT, MO, IL,
NH, TN, CO, NY, MN

AFFILIATIONS

Boston Society of Architects
Member of Plan New Hampshire

FEATURED WORK

LightView at Northeastern University | Boston, MA

310,000 sf - 798 beds - The building boasts commercial space and student related community amenities and services at the ground floor, and 207 modern student apartments (798 beds) housed in an assemblage of components.

TENN Student Living | Knoxville, TN

280,000 sf - 600 beds - A mixed use mid-rise with retail and apartments primarily for local students of the surrounding University of Tennessee campus.

The Standard at State College | State College, PA

447,338 sf - 243 Units - This new-construction development will serve as an off-campus living option for students attending Penn State University.

West Edge | Colorado Springs, CO

15,000 sf - Located a block from UCCS, the new student oriented development includes many collaborative and learning spaces, as well as the design of a 15,000 sf fitness center connected to the exterior courtyard space

The Overlook at St. Gabriel's | Brighton, MA

590,000 sf - 666 Units - The 11.8-acre site of St. Gabriel's Monastery, a Boston Landmarks Building, in Brighton, MA is in the process of being carefully transformed into multifamily apartments and condos.

The Standard | Philadelphia, PA

Multifamily residential building with amenity & retail on ground floor and level 1, and an intermediate amenity and roof deck on level 14, totaling 19 stories including alley accessed parking. This design aims to be a kit of parts that reacts to the surrounding context.

Local Boise | Boise, ID

This urban in-fill project replaces an existing parking lot with a 7-story mixed use housing building containing 249 units, nearly 8,000 SF of ground-level retail and an adjacent 6-story parking structure with 366 parking stalls. The project is aimed at providing young professionals with a housing typology targeted to their needs.



MICHELE QUINN LITTLEFIELD

SENIOR ASSOCIATE

EDUCATION

Wentworth Institute of Technology
Master of Architecture

REGISTRATIONS

AIA, CPHD

FEATURED WORK

780 Morrissey BLVD | Dorchester, MA

215,000 gsf | 219 units - Nestled between two major thoroughfares, I-93 and Morrissey Boulevard, this urban multifamily building brings life, activity, art, and a context to what could be a new neighborhood in Dorchester. focus on the public realm with an architectural design response to the edges of the site creating a sense of place, safety, public engagement, and an infusion of local art.

Vero | Chelsea, MA

366,975 sf - The 255 Vale Street project is a six story multi-family residential project consisting of 436 units of stick-frame construction on four floors over a two-story concrete parking garage, with a small retail space along the Everett Avenue side of the property.

The Reserve | Burlington, MA

460,000 sf - 270 Units - The project consists of a leasing lobby, multiple lounge areas, Solarium with living green wall, large fitness, pet wash and indoor pet play area, and bike storage.

The Armature | Portland, ME

37,000 sf | 171 units - Features of the building include parking for residents on the lower two floors. A grassy courtyard will have plantings, fire pits and a water feature.

The Mark | Boston, MA

118 Units on 14 Floors - This six story mixed-use development located at 99 Sumner Street in Boston, MA consists of residential units, 7,200 SF of shared work space, and 83 off-street parking spaces.

120 Commerce Way | Woburn, MA

470,115 sf - 289 Units - A luxury mixed-use development consisting of residential, retail, and commercial spaces. A five-story stick frame over 1 story podium project, the ground floor will include street facing retail areas, lobby, and a 7-level parking garage.

CUBE **3**

—
40B
AFFORDABLE & HUB



LAWRENCE

BOSTON

MIAMI

PRINCETON

ARCHITECTURE INTERIORS PLANNING



company **history** & **philosophy**

Established in 2003, CUBE 3 quickly became one of the fastest growing companies in the construction industry. Today, we are well-known nationally as a design industry and innovation leader, providing thoughtful, individualized solutions for a wide range of architectural, interior design and planning challenges.

Headquartered in Lawrence, MA, with additional offices established in Boston, MA, Miami, FL, and Princeton, NJ, our work can be seen in over 26 states across the country. Listed as a top 500 global firm by ENR and ranked by Inc. 500 \ 5000 for five consecutive years, we have a history of working with only the strongest development teams on diverse projects including mixed-use and campus masterplanning, health care, retail, residential and corporate office space.



LAWRENCE

BOSTON

MIAMI

PRINCETON



#1
Architectural
Firm in Boston

**BOSTON
REAL ESTATE TIMES**



#1
Multi Family
Design Firms
in N.E.

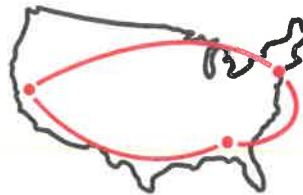
ENR



#12
Largest Firms
in N.E.

**BOSTON
BUSINESS JOURNAL**

2020
**ARCHITECTURAL
RECORD**
TOP
300
#187



Over 20 companies licensed
in 27 US states with active
projects in 16 states



85% of our portfolio meets
Industry sustainability
requirements

PROJECT STATISTICS



ACADEMIA

8,000 beds built
70,000 beds designed
17 M SF master plan

RETAIL + HOSPITALITY

7.6 M SF of design and construction experience



HEALTHCARE

7.5 M SF of facilities designed or completed

red
anned



MULTIFAMILY

Over **28,000** units built,
125,000 units planned,
35.6 M SF master planned



WORKPLACE

Over **8.6 M SF** of
ground up construction,
2.5 M sf of workplace
interiors



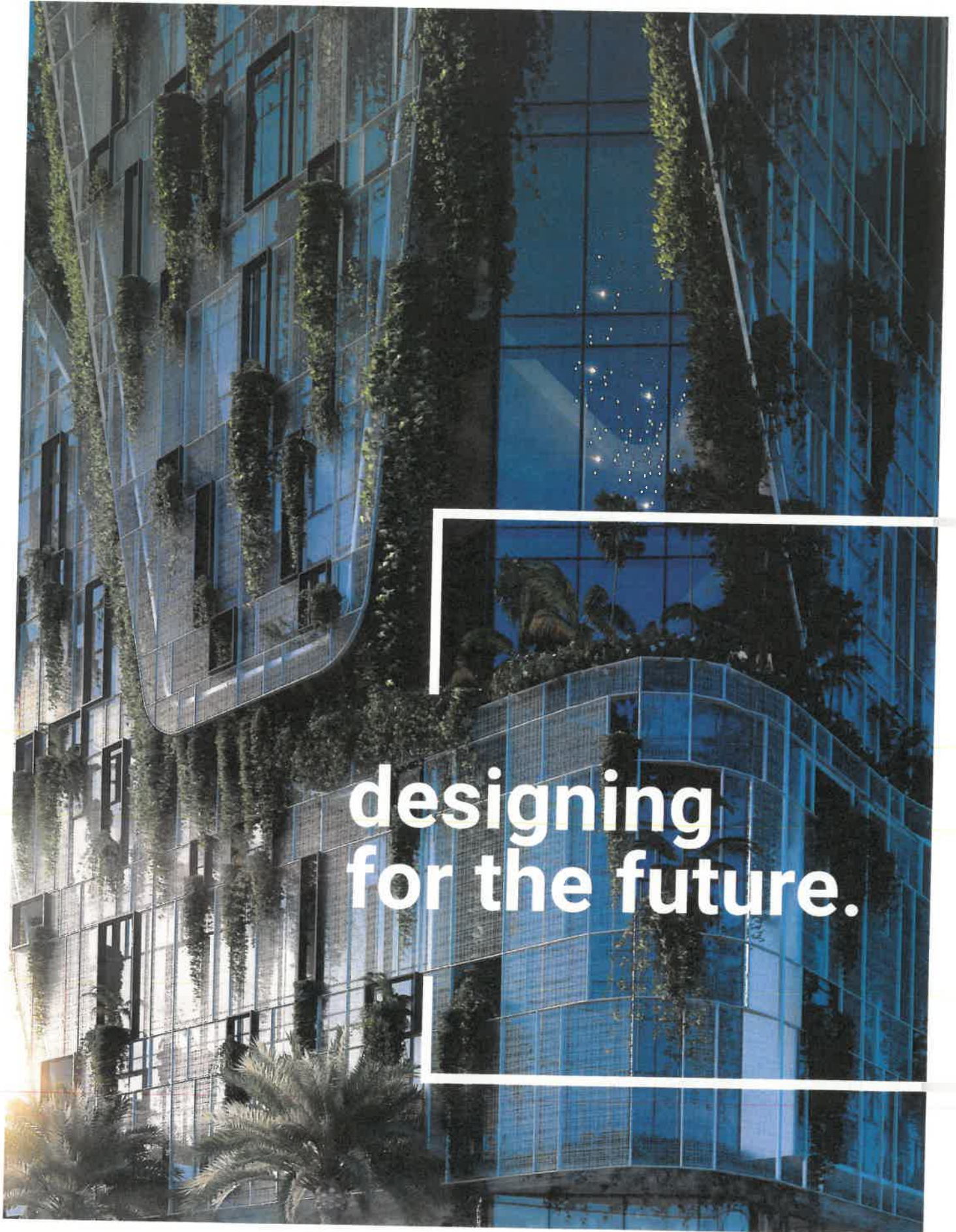
RE

es
eted



SPORTS +
FITNESS

Over **25** projects
completed



**designing
for the future.**

85%

of our portfolio
meets industry
**sustainability
requirements**



SUSTAINABILITY

The Sustainability Committee at CUBE 3 includes 20 LEED Accredited Professionals and LEED Green Associates, who ensure that every design promotes environmental responsibility, enhances the well-being of the occupants, and reacts to the community in a positive manner. This is accomplished through internal sustainability reviews, clear communication with our clients, and educating our working professionals.

CUBE 3's staff also includes a Certified Passive Housing Consultant. Passive Housing Institute US, (PHIUS) is a standard that works to create ultra-efficient buildings which use very little energy to condition through focusing on 5 principles: a thermal bridge-free envelope, increased airtightness, high performing windows, heat or energy recovery ventilation, and a minimized HVAC system.

CUBE 3 understands and practices the WELL Building Standard™ (WELL™), a performance-based system for measuring, certifying, and monitoring features of the built environment that impact human health and wellbeing, through air, water, nourishment, light, fitness, comfort, and mind.



BROADSTONE BARE COVE
Hingham, MA

**CUBE 3 SELECT PROJECT
EXPERIENCE 40B, AFFORDABLE &
HUD MULTIFAMILY**

THE WATSON

Quincy, MA - Winner of the Jack Kemp Excellence in Affordable and Workforce Housing Awards 2019
140 units | 143,143 sf

134 BABCOCK STREET

Brookline, MA
45 units | 34,255 sf

45 MARION

Brookline, MA
64 units | 66,960 sf

THE RESERVE AT BURLINGTON

Burlington, MA
270 units | 460,000 sf

EMERY FLATS

Woburn, MA
200 units | 223,634 sf

455 HARVARD AVE

Brookline, MA
17 units | 19,545 sf

MODERA HOPKINTON

Hopkinton, MA
242 units | 262,084 sf

SLV BRIDGEWATER

Bridgewater, MA
58 units | 54,442 sf

MAIN STREET

Medway, MA
190 units | 230,500 sf

THE RESIDENCES AT LAKESHORE

Bridgewater, MA
300 units | 244,122 sf

341 SECOND AVE

Waltham, MA
195 units | 181,025 sf

29 WALL STREET

Foxboro, MA
50 units | 65,220 sf

MILLIS RESIDENTIAL DEVELOPMENT

Millis, MA
200 units

164 LEXINGTON ROAD

Billerica, MA
200 units

BROADSTONE BARE COVE

Hingham, MA
220 units

500 HARVARD AVE

Brookline, MA
30 Units | 24,848 sf



164 LEXINGTON ROAD
Billerica, MA



MODERA HOPKINTON
Hopkinton, MA



THE WATSON
Quincy, MA



45 MARION
Brookline, MA



EMERY FLATS
Woburn, MA



THE RESERVE
Burlington, MA





Randall C. Hart

Traffic



Education

BS, Civil Engineering, New England College, 1990

Registrations/Certifications

EIT NY

Affiliations/Memberships

Institute of Transportation Engineers

Randy is a Principal and Transportation Planning and Engineering/Practice Builder at VHB. He is primarily focused on Land Development traffic practice in the corporate office and works closely with civil engineers, environmental engineers, and landscape architects to provide integrated services to a wide range of clients. His responsibilities include managing LD traffic project of all scales, which primarily focuses on private sector impact/access studies and permitting. Randy is experienced in all facets of traffic impact evaluation and local/state/regional permitting processes.

29 years of professional experience

The Station at Riverside, Newton, MA

Randy supported the permitting for a proposed transit-oriented mixed-use development in Newton, one of Boston's most affluent suburbs on a site adjacent to the MBTA Riverside "T" stop, which serves as a transportation hub for the City of Newton and local suburbs. This project includes 550 residential units, 362,000 sf of office/R&D, and 22,00 sf of retail. This was a highly controversial project with many interested parties and stakeholders.

Merrimack College, Sidewalk and Pedestrian Improvements and Campus Enhancement Projects (Lawler Ice Arena, Student Housing Developments, Campus Parking Study), North Andover, MA

Randy has managed transportation aspects of various projects at the college including the recently constructed pedestrian and signal crosswalk as well as the development of the Lawler Ice Arena, various residential housing towers, and campus wide parking study. The two-phase pedestrian improvement project provides a key crossing of Route 125/114 and accommodations and sidewalks along Route 125/114 (Turnpike Street) adjacent to the Merrimack College campus. The separation of student apartments from the campus by a busy four-lane road made the installation of pedestrian accommodations a priority for both Merrimack College and the Town of North Andover. During the first phase of the project, a high-intensity activated crosswalk

(HAWK) beacons was installed in the state layout. For the second phase of the project, additional sidewalks, drainage, and milling & overlay along Turnpike Street will occur

Market Street at Lynnfield, Lynnfield/Wakefield, MA

Randy supported the permitting for the Market Street at Lynnfield mixed used development in Lynnfield. This is a truly mixed-use development consisting of retail, residential, and office uses allocated along Route 128 between two major interchanges. This was a highly controversial project that has been constructed through Phases I and II thus far. Phase III will begin in near term.

Regional Retail, Mixed-Use, Projects, Massachusetts

Randy has extensive experience working on and managing retail and mixed-use projects in Massachusetts, from permitting through construction. As the transportation lead, his responsibilities have included, but are not necessary limited to, managing staff to prepare products; coordinating with civil/environmental engineers; client representation at local, regional, and state reviewing agencies and at public hearings; preparation of all contractual obligations, billing, and the preparation of all necessary

Randall C. Hart

permit applications and reports including the preparation of traffic impact and access studies; Environmental Impact Reports; mitigation evaluation/negotiation; and preparation of conceptual improvement plans construction cost estimates. Randy also has extensive experience coordinating with MassDOT and municipalities to develop consensus on access and offsite improvements. A representative sample of his projects includes:

- Trio Residential/Retail development, Newton
- Northland at Needham Street, 800 units of residential, 280,000 sf or Office, and 40,000 sf or retail
- Numerous 40B Residential Projects throughout Massachusetts.
- The Commons at Prospect Hill (1,700,000 sf) mixed-use retail focus, Waltham
- Highland Commons Lifestyle Center (859,000 sf) mixed-use retail focus, Hudson/Berlin
- Market Street at Lynnfield; Lynnfield/Wakefield
- Washington Place; Mix of retail and residential along Washington Street, Newton
- Newburyport Waterfront Mixed-Use Development, Newburyport
- Kingston Transit Orientated Development (TOD), Kingston
- Total Athletics of Cape Cod (TACC); Development of a multi-use sports complex; Hyannis.
- Cape Cod Hospital; Various Campus Improvements including new ER, Bed-tower buildings; Hyannis.
- Cape Cod Five Cents Savings Bank Operations Center; Hyannis
- CDS Corporate Headquarter, Bourne
- Greenside Office Development, Hyannis
- Oceanside Performing Arts Center, Hyannis
- Stop & Shop Developments; more than 50 including Cape, Islands and throughout Massachusetts.



Brett Pelletier, CRE, FRICS

Chief Operating Officer

bpelletier@kirkco.com

857-409-1079

FOCUS AREAS

Community Development
Affordable Housing
Real Estate Finance & Economics
Negotiations & Strategic Planning
Nonprofit Leadership
Public-Private Partnerships
Public Administration & Policy
Historic Preservation & Adaptive Reuse

EDUCATION

MBA, Leadership, Bryant University
Graduate School of Business

ALM, Finance, Harvard University
Extension School

BS, Finance, Bentley College

ASSOCIATIONS

Counselors of Real Estate - CRE®

Royal Institution of Chartered
Surveyors - FRICS®

Lambda Alpha International - Land
Economics Society - LAI

American Real Estate Society - ARES

Urban Land Institute - ULI

National Housing and Rehabilitation
Association - NH&RA

Citizens' Housing and Planning
Association - CHAPA

Boston Committee on Foreign
Relations - BCFR

Boston Economic Club - BEC

Brett Pelletier is a senior-level mission-driven strategic leader with over 15 years of complex business and real estate problem solving. Specialized expertise in Affordable Housing finance, community development, and land use policy. A creative and engaged leader providing actionable solutions to complex theoretical, financial, and operational problems. A passionate learner with a unique ability to bridge dissimilar disciplines in solving problems involving both economics and the built environment. Recognized as a leading expert on fractional interest analysis and valuation, Affordable Housing valuation and taxation policy, limited/general partner dispute resolution, underwriting, due diligence, and executive advisory services. Serves as a trusted advisor and thoughtful partner to executives, government agencies, towns, municipalities, stakeholders, industry experts, and staff providing confidential advice within highly competitive real estate markets.

PROJECT HIGHLIGHTS

Improving & Expanding Austin's Housing Supply: Austin, MN. Analyzed the housing market identified barriers to production and provided solutions to incentivize investment in various housing types/tenures to meet community needs and support economic growth. Identified public and private financial tools and best practices to present strategies to increase housing options and improve Austin's housing stock.

Post-Ian Housing Recovery Strategy: Fort Myers, FL. Housing affordability and attainment strategy for collaborative development, public policy and entitlement reforms, and housing shortage and affordability gaps in response to damage caused by Hurricane Ian.

Algorithmic Appraisal Bias; Milwaukee, WI. Analysis of appraisal bias in residential and commercial real estate capital decisions in black-majority neighborhoods in Milwaukee, WI. Analysis of algorithmic bias in both property valuation models and capital decision making, and potential solutions through non-appraisal lending.

Stone Bridge Abutment; Tiverton, RI. Project manager of \$2.7M historic bridge abutment restoration and beach renovation. Administration of federal, state, and local funding, management of all aspects of design, award, construction oversight, and project management. Delivered early and under budget.

Brett Pelletier, CRE, FRICS

401-835-2679 – BNPelletier@gmail.com - linkedin.com/in/brettpelletier

Senior-Level Mission-Driven Strategic Leader

Community Real Estate Development – Affordable Housing – Property & Market Analysis Executive Leadership & Strategic Planning – Financing & Development Methods – Land Economics

Senior-level mission-driven strategic leader with over fifteen years of success in U.S. real estate delivery, analysis, preservation, and financing. Leads affordable housing, community development, and acquisition review in the Affordable housing, mixed-use, multifamily, seniors, and commercial, retail, and institutional property markets. Maximizes efficient and effective decision-making driving growth and change in support of long-term community and real estate investment goals. Brings expertise to supporting Affordable Housing policy, adaptive reuse strategies, and complex real estate problem issues resolution.

Serves as a trusted advisor and thoughtful partner to executives, government agencies, municipalities, stakeholders, industry experts, and staff providing confidential advice within highly competitive real estate markets. Inspires the development of value in underserved communities and overseeing efforts that deliver transformative solutions with standards of excellence, compassion, and integrity. Consistently deliver results during times of uncertainty with demanding clients and within challenging environments. Competencies include:

- Financial Management
- Creative Planning & Solutions
- Project Management & Implementation
- Negotiation & Deal Making
- Public Policy & Administration
- Risk Assessment & Analysis
- Large Scale Enterprise Management
- Mentorship, Teaching & Learning
- Historic Preservation & Adaptive Reuse
- Professor, Public Speaking & SME Presentations

CAREER SYNOPSIS

Kirk & Company, Boston, MA

2005 to Present

Real estate, property, and investments counselors for institutional and high net worth clients from non-profit, community, and private sectors.

Chief Operating Officer

Report to CEO provide organizational leadership and operations, including day-to-day oversight and capital administration, business development, and client-facing activities. Hands-on experience with the real estate life cycle including development and operating feasibility, marketability, financial modeling, underwriting, disposition and leasing support, and due diligence services for development, financing, investment, negotiation, and litigation support. In-depth knowledge of private, non-profit and mission-driven organizations, government agencies and municipalities, and individuals and families.

Notable Projects/Clients:

- Oversaw a two-year disposition of last vacant parcel in Back Bay Boston, MA achieving the highest price per square foot land price recorded. Managed the due diligence for 27 beneficiaries, engineering, marketing, and disposition including evaluating and negotiating the deal structure and terms resulting in a 30-day all cash close with no contingencies.
- Negotiated a 99-ground lease, development rights, and profit-share arrangements for a 1.35M square foot mixed-use life sciences project in Boston's Seaport that recapitalized for \$710M after close.

- Appointed by municipality to oversee a 10-year stagnant project for the \$3M historic bridge abutment restoration and construction and adjacent municipal beach renovation. Engaged key stakeholders and managed aggressive project schedule to deliver project early and under budget.
- Underwrote \$25M in affordable housing investment for a national LIHTC syndicator closing each portfolio project on time.
- Developed a housing affordability and attainment strategy for collaborative development, public policy and entitlement reforms, and housing shortage and affordability gaps in response to damage caused by Hurricane Ian in Fort Myers, FL.

Affordable Housing Institute, Boston, MA

March 2021 - Present

A global impact consultancy that specializes in housing policy and finance for the Global South.

Senior Asset Valuation Advisor & Real Estate Expert

Provides analysis and counsel on complex real estate and business problems, fractional interest valuation, and asset (re)positioning. Assignments have included portfolio analysis, affordable housing delivery and preservation, housing affordability analysis, analysis of predictive modeling and credit decisions in developing economies, and analysis and recommendations on the impact of algorithmic underwriting models on racial and gender bias in real estate lending.

Notable Projects/Clients:

- Conducted an analysis of bias in residential and commercial real estate capital decisions in black-majority neighborhoods in Milwaukee, WI including the analysis of algorithmic bias in property valuation models and capital decision models.
- Developed property and portfolio tracking and analysis tool for 3,500-unit mixed-income rental portfolio including property level operations, partnership level waterfall, and asset management functions.
- Provided valuation analysis and strategy support for \$200M private equity real estate fund analyzing past performance and future projections in addition to strategic analysis for fractional discounts.
- Supported strategic marketing for the recapitalization and disposition of a regulated Affordable Housing property to avoid litigation.

EDUCATION, TRAINING, & SKILLS

Bryant University Graduate School of Business, Smithfield, RI 2020
Master of Business Administration (MBA), Leadership - with Honors

Harvard University Extension School, Cambridge, MA 2020
Liberal Arts, (ALM) Finance with Honors

Bentley College; Waltham, MA
Bachelor of Science (BS), Finance

Technical Skills: Zoom, WebEx, ARGUS, GIS, QuickBooks, Basecamp, Canvas, Blackboard, Asana, Google Suite: Gmail, Calendar, Drive, Docs, Sheets, Slides, MS Office Suite: Excel, Outlook, PowerPoint, Teams, and Word; database systems for data management, and proprietary asset management, valuation, and underwriting platforms.

ACADEMIC PROFESSOR EXPERIENCE

Roger Williams University; Bristol, RI

August 2022 - Present

Adjunct Professor: Cummings Graduate School of Architecture Introduction to Real Estate

Developed and teach the inaugural real estate course within the Real Estate Institute at the Cummings Graduate School of Architecture. Lecture and workshop models used in delivering real estate education to graduate architecture, engineering, planning, and MBA students as a multidisciplinary model to real estate education. Real estate coursework includes analysis of public policy as it relates to access to housing, services, and opportunities, as well as the social impacts within the built environment.

Salve Regina University; Newport, RI

January 2021 - Present

Adjunct Professor: Department of Business and Economics Courses Taught: Financial Management, Introduction to Real Estate, Intro to Macroeconomics

Actively engages with a diverse population of students with a wide variety of educational backgrounds and experience. Well versed in Canvas, Zoom, WebEx and a variety of proprietary learning management systems (LMS) and platforms. Experience developing and refining course objectives, syllabus development, and educational delivery focusing on learning objectives and outcomes for in-person and virtual/distance/hybrid learning. Experience in lecture, active learning, and case method engagement. Specific focus on universal justice, ESG factors and concepts, and behavioral aspects of finance, economics, and real estate. Real estate coursework includes analysis of public policy as it relates to access to housing, services, and opportunities. The University encourages students to work for a world that is harmonious, just, and merciful. Faculty Advisor to the Salve Real Estate Club.

PUBLIC SECTOR EXPERIENCE

Tiverton Town Council; Tiverton, RI

2010 - 2016

Town Councilor

Served as an elected Town Councilor for three terms (6 years). Duties included active fiscal administration of a \$50M+ municipal budget, policymaking, oversight of Administrator and department heads, and executive management of the Town. Active engagement with Boards and Commissions, regular engagement with budgetary matters, and writing and modifying Town ordinances, policies, and protocols. Regular and active community engagement through formal meetings, hearings, and events. Presented fiscal and municipal policy proposals to audiences from 10 to 500 residents and participants.

Senator Edward Kennedy; Boston, MA

2005

Constituent Services Intern: Veterans Affairs

Worked with congressional aides and staffers on issues involving constituent concerns and requests, specifically working with veterans, homeless and formerly homeless constituents, and inmates' affairs. Assisted staff in working with municipal officials and organizations resolving veterans' benefits claims, prisoner conditions, and homeless support services.

PROFESSIONAL MEMBERSHIPS

Counselors of Real Estate -**CRE®** Designated Member
Royal Institution of Chartered Surveyors -**FRICS®** Designated Member
MBREA - **MRA** Designated Member
Lambda Alpha International - Land Economics Society (LAI) - Designated Member
American Real Estate Society - (ARES) - Member
Urban Land Institute - (ULI) - Member
Greater Boston Real Estate Board - Real Estate Finance Association (REFA) - Member
Citizens' Housing and Planning Association (CHAPA) - Member
Boston Committee on Foreign Relations (BCFR) - Member
Boston Economic Club (BEC) - Member
National Housing and Rehabilitation Association (NH&RA) - Member

COMMUNITY LEADERSHIP

Preserve Rhode Island - Member of the Board of Trustees - 2020-Present
CRE Consulting Corps - Volunteer Real Estate Counselor - 2019-Present
Boston Preservation Alliance - Young Advisors - Director - 2020-2023
New England Real Estate Journal (NEREJ) - Contributing Writer - 2015-Present
MA/RI/ME Chapter of the Appraisal Institute - Director 2020-2022
Striving Artists Theatre Company; Beverly, MA - Chairman; Director - 2015-2020
Tiverton, RI Town Council - Council Member - 2010-2016
Tiverton, RI Planning Board - Member - 2016-2017
Tiverton, RI Wastewater District - Secretary; Director - 2017-2018

PROFESSIONAL LICENSES

Licensed Real Estate Broker - MA
Certified General Real Estate Appraiser - MA and RI

SEB HOUSING PROFILE

SEB Housing has been involved in marketing more affordable units in Massachusetts than any other lottery agent in the State. SEB Housing's experience and expertise are well-recognized by municipal, state and monitoring agencies, and SEB Housing has an excellent reputation and working relationship with affordable housing program administrators including DHCD, MassHousing, Massachusetts Housing Partnership, CHAPA, the BPDA and BFHC. SEB Housing's participation ensures that affordable units are offered to qualified tenants and buyers through a fair and impartial selection process so that developers and management companies avoid many of the perils and challenges associated with the affordable unit lease-up and/or sell-out that is part of the final phase of the development process.

As a part of the tenant/buyer selection process, SEB Housing coordinates with development teams, monitoring agents, and program administrators to create a marketing and lottery program that complies with applicable state, federal and local regulations, permits and conditions. Throughout the buyer and tenant selection process, SEB Housing also works closely with prospective homebuyers and tenants to answer questions and manage the application intake and review process, including working with lenders, monitoring agents, and applicants to ensure that affordable housing units are rented or purchased by program eligible applicants.

SEB Housing can also be retained to provide on-going consulting at rental developments which includes services such as:

- making sure that properties are annually maximizing their affordable rents as median incomes and utility allowance schedules change. SEB Housing will also work to ensure that maximum affordable rents are realized as early on as possible.
- advising properties on updates to their policies and procedures to ensure they reflect the constantly changing affordable housing program requirements.
- providing documents to the leasing office to be used in the administration of the affordable units within the property, including documents such as affordable housing applications, an information packet, a lease addendum, and an ongoing management plan.
- answering questions from the management company and helping to find solutions to affordable housing related issues that may arise from time to time.
- administering affordable unit eligibility reviews of current tenants prior to lease renewal to ensure that those tenants remain program eligible, thus minimizing the chance that the property could be penalized for having wrongfully allowed a program ineligible tenant to continue living in an affordable unit.
- reviewing prospective tenants for program eligibility, thus minimizing the property's exposure to any repercussions for improperly renting to program ineligible households.
- assisting the property in completing the required annual compliance report for submission to the program administrator and the municipality, as applicable.

By hiring SEB Housing, not only will the management team be able to more seamlessly navigate the various rules and regulations governing their affordable units, but it will also be able to leverage SEB Housing's reputation among, and relationships with, key affordable housing program figures. SEB Housing can proudly state that many of its clients return to it again and again as new opportunities arise. Some of those clients are listed below.

RENTAL DEVELOPMENTS

Project Location	Project Name	Developer/Manager	Units	Affordable Units	Permit
Amesbury	Heights at Amesbury	Corcoran Jennison	240	60	40R
Andover	Hanover	Hanover Company	248	62	40B
Arlington	Arlington 360	Arlington 360 LLC / Jefferson Apartment Group	164	35	Special Permit (Affordable and Middle Income)
Arlington	Brigham Square	Intercontinental	116	17	Special Permit
Ashland	Cirrus	Campanelli Acquisition Partners	398	40	Special Permit
Barnstable	Everleigh Cape Cod	Greystar	225	23	Special Permit (Age Restricted)
Belmont	The Bradford	Toll Brothers	112	12	Special Permit
Berlin	The Rockwell	Riverbridge Apartments, LLC	84	21	Special Permit
Beverly	110 Rantoul Street	Barnat Beverly LLC	67	16	MassHousing Workforce
Billerica	Aspen Apartments	Garden Homes	384	96	40B
Billerica	Broadstone Middlesex	Alliance Residential Company	211	53	40B
Boston	WPB1 Apartments	HYM Investment Group	368	63	BPDA Special Permit
Boston	The Cosmopolitan	Bodwell Pines Corp.	63	6	BPDA Special Permit
Boston	Velo	Residences at Forest Hills Station, LLP	250	50	BPDA Special Permit
Boston	West Square Apartments	Lincoln Property	255	33	BPDA Special Permit
Boston	The Brynx	ES Jway LLC	149	19	BPDA Special Permit
Boston	Flats on D	Bozzuto	197	26	BPDA Special Permit
Boston	Ink Block	National Development	315	41	BPDA Special Permit
Boston	Pier 4	UDR	369	32	BPDA Special Permit
Boston	The Andi	PRG SB Investors, LLC	475	62	BPDA Special Permit

Boston	Bell Olmsted Place	Bell Partners	196	37	BPDA Special Permit
Boston	8 Harrison	Cresset Harrison LLC	46	7	BPDA Special Permit
Boston	345 Harrison	UDR	585	58	BPDA Special Permit
Boston	Hub25	Gables Residential	278	36	BPDA Special Permit
Boston	Pierce Boston	Fenway Ventures Point Properties LLC	240	41	BPDA Special Permit
Boston	The Graphic	Princeton Properties	171	23	BPDA Special Permit
Boston	Lantera	Railyard Residential LLC	149	38	BPDA Special Permit
Boston	30 Dalton	Bozzuto	218	14	BPDA Special Permit
Boston	The Harlo	Skanska	212	24	BPDA Special Permit
Boston	501 Congress St	CG Waterside/Gables	307	15	BPDA Special Permit
Boston	Via and Benjamin	Berkshire Group	832	96	BPDA Special Permit
Boxborough	Paddock Estates	JPI	244	61	40B
Bellingham	Jefferson @ Bellingham	Lincoln Property Company	285	72	40B
Belmont	The Royal	AP Cambridge Partners	298	60	40B
Braintree	The Ridge @ Blue Hills	The Hanover Company/UDR	188	47	40B
Bridgewater	Axis @ Lakeshore	Claremont Companies	192	73	40B
Brookline	455 Harvard Street	Allied Properties	17	4	40B
Brookline	JFK Crossing	420 Harvard Associates LLC	25	4	40B
Bridgewater	Axis at Lakeshore	Claremont Companies	289	73	40B
Canton/Randolph	Prynn Hills	Greystar	472	120	40B
Concord	Concord Mews	Mill Creek Residential	350	88	40B
Easton	The Village at 244 Washington Place	Turner Brothers	38	10	40B
Foxboro	The Lodge @ Foxboro	The Hanover Company/UDR	250	63	40B
Framingham	55 Concord Street	Wood Partners	196	20	Special Permit

Franklin	The Westerly	Wood Partners	280	70	Special Permit
Hingham	Broadstone Bare Cove	Alliance Residential	220	55	40B
Holden	Reserve at Salisbury	Reserve at Salisbury, LLC	192	48	40B
Hopkinton	Alta Legacy Farms	Wood Partners	240	60	Special Permit
Lincoln	Oriole Farm	Civico Lincoln LLC	60	15	Special Permit
Littleton	Village Green	Omni Properties/Lincoln Property Company	144	36	40B
Marshfield	Marshfield Modera	Mill Creek	248	62	40B
Maynard	Vue at Maynard Crossings	Vue at Maynard Crossing Acquisitions LLC	180	22	Special Permit
Medfield	Hillside Village	Needham Investment Co.	16	4	40B
Medford	Lumiere	Criterion Development Partners	163	16	Special Permit
Medford	Wellington Place	Lincoln Property	137	5	Special Permit
Medford	Hanover R.S. Limited Partnership	61 Locust Street	350	35	Special Permit
Melrose	Jack Flats	Bozzuto	212	19	Special Permit
Melrose	2 Washington	Wood Partners	94	9	Special Permit
Natick	Modera Natick Center	Mill Creek Residential	128	38	40R
Natick	Cloverleaf	Forest Properties	183	46	40B
Natick	Avenu at Natick	National Development	164	17	Special Permit Age Restricted
Needham	Charles River Landing	The Hanover Company/UDR	350	88	40B
Needham	Modera	Mill Creek	136	34	40B
Newton	28 Austin Street	Dinosaur Capital	68	23	Special Permit with MassHousing Workforce Component
Newton	Hancock Estates	Chestnut Hill Realty	88	9	Special Permit
Newton	The George	Mark Development	140	35	Special Permit
North Reading	Edgewood	Lincoln Property Company	406	102	40R

Norton	274 East Main Street	Campanelli Thorndike	188	47	40B
Peabody	14 North	UDR	387	77	40B
Peabody	Newbury Point	Jam LLC	60	15	40B
Reading	30 Haven Street	Oaktree Development	53	11	Special Permit
Reading	Metropolitan Reading Station	MKM Reading LLC	68	17	40B
Shrewsbury	Quinn 35	Bell Partners	250	25	Special Permit
Somerville	Montaje	Federal Realty	447	56	Special Permit
Stoughton	Bell Stoughton	UDR/Bell Partners	240	60	40B
Stoughton	Taj Estates	Taj Estates LLC	179	45	40B
Stamford, CT.	The Glenview House	Lincoln Property Company	146	14	Special Permit
Tewksbury	The Lodge @ Ames Pond	The Hanover Company/UDR	364	91	40B
Walpole	Alta Easterly	Wood Partners	157	40	40B
Waltham	Currents on the Charles	Hines	200	20	Special Permit
Waltham	Merc on Moody & Main	Northland Investments	269	29	Special Permit
Waltham	Watch Factory Lofts	Berkeley Investments	240	24	Special Permit
Watertown	Arsenal Yards	Boylston Properties	302	46	Special Permit
Watertown	Watertown Mews	Mill Creek Residential	206	32	Special Permit
Watertown	Bell Watertown	Wood Partners/Bell Partners	155	16	Special Permit
Watertown	Gables Arsenal	The Hanover Company	296	30	Special Permit
Watertown	Elan Union Market	Greystar	282	35	Special Permit
Watertown	385 Pleasant Street	Glenshane Properties	53	8	Special Permit
Watertown	Watermills	Mark Coppola World Realty	99	15	Special Permit
Westborough	Flanders Hill	Lincoln Property Company	280	70	40B
Westborough	Parc	Cottonwood Residential	250	63	40B

Westford	Princeton Westford	Princeton Property	200	40	40B
Westford	Westford Hills	Hanover Company	180	36	40B
Westford	Westford Valley	Hanover Company	240	60	40B
Westwood	Gables and Gables II University Station	The Hanover Company	350	39	Special Permit
Woburn	Emery Flats	National Development	200	50	40B
Wrentham	Alexan	Maple Multi-Family Land SE	240	60	40B

HOMEOWNERSHIP DEVELOPMENTS

Project Location	Project Name	Developer/Manager	Total Units	Affordable Units	Permit
Boston	Vita	JP Property One, LLC	82	12	BPDA Special Permit
Boston	Sepia Ink Block	National Development	77	8	BPDA Special Permit
Boston	88 Wareham	Allied Residential	27	4	BPDA Special Permit
Bridgewater	Elm Street Estates	Elm Residences at Bridgewater, LLC	20	5	40B
Burlington	Reserve at Seven Springs	Northland Residential	50	2	Special Permit
Canton	Copperworks	Thorndike Development	108	7	Special Permit
Douglas	North Village	NorthBrown LLC	124	31	40B
Duxbury	Duxbury Woods	Northland Residential	44	11	40B
Easton	Welsch Woods	Welsch Woods, LLC	28	7	40B
Easton	Meadowview Commons	T&M Realty Development	36	9	40B
Easton	Eastondale Cottages	Eastondale LLC	28	7	40B
Grafton	Providence Road Commons	Providence Road Commons, LLC	28	7	40B
Hingham	Derby Brook	Realty Assets, Inc	24	6	40B
Kingston	Barrows Brook Village	Delwin, LLC	56	14	40B
Medfield	Medfield Green	RQC	12	3	40B
Milford	Beaver Pond Commons	AFCO Land & Development	88	22	40B

Nantucket	Sandpiper	Richmond Company	105	27	Special Permit (80%AMI and Workforce Housing)
Natick	The Natick Collection	GGP Natick Residence LLC	250	48	Special Permit
Natick	20 South Street	RFR Enterprises	28	5	Special Permit
Newton	Parkview Homes	Parkview Homes, LLC	10	10	40B
North Andover	Campion Estates	Campion Estates	26	7	40B
Plymouth	Sawmill	Sawmill Development Corp	200	60	40B
Rehoboth	Horton Estates	Horton Estates, LLC	66	17	40B
Rehoboth	Autumn Heights	Starlight Development	37	10	40B
Salem	65 Washington Street	65 Washington Street LLC	61	6	Special Permit
Scituate	Walden Woods	Morrocco Partners	28	7	40B
Somerville	Alloy	Federal Realty	122	15	Special Permit
Stoughton	Village at Goddard Highlands	AGS Development	104	26	40B
Taunton	The Settlement	Bruce LLC II	99	25	40B
Uxbridge	Forest Glen Estates	O'Hearne Forest Glen	44	5	Special Permit Age Restricted
Wakefield	Wakefield Landing	HB Development Corp	32	4	Special Permit
Woburn	Shannon Farms	The Maggiore Companies	106	11	Special Permit
Wrentham	Eagle Brook Village	Eaglebrook Development, LLC	101	28	40B

AREAS OF EXPERIENCE

*Land Use Law
Real Estate Development
Environmental
Affordable Housing
Permitting*

BAR ADMISSIONS

*Massachusetts
New Hampshire*

EDUCATION

*Boston College Law School,
J.D., 1990
Columbia University School
of International and Public Affairs,
M.P.A. Public Policy and
Administration, 1987
University of Massachusetts
at Amherst B.A., *summa
cum laude*, 1985*

MEMBERSHIPS

*Governor's Economic
Development Planning Council,
member (2015)*

*MEPA Advisory Group (2021-
Present)*

*Homebuilders Association of
Mass., Chair, Governmental
Affairs Committee (2013 to 2020),
and Member of the Board of
Directors (2004 to 2020)*

*DHCD's Homeownership Advisory
Committee, MA DHCD (2012-
2015)*

*Merrimack Valley General Fund
Grants Committee, Essex County
Community Foundation (2012 –
2019)*

*NAIOP – Massachusetts Chapter,
Chairman, Environmental
Committee (2002-2004)*

*Boston Bar Association, Member,
Environmental Law Section
Steering Committee (2000 -2005)*

John Smolak is a Partner and Co-Founder of Smolak & Vaughan LLP. His practice is concentrated in the areas of land use, environmental, and real estate development law. Prior to forming the firm in 2004, John was Co-Chairman of the Real Estate and Environmental Group with Burns & Levinson LLP in Boston.

John has represented property owners and developers in over one hundred cities and towns in Massachusetts in all aspects of real estate development, including the licensing and permitting of land use projects such as multifamily residential, transit-oriented development, industrial and ecommerce facilities, office and retail centers, institutional and educational facilities, hotels, and other mixed use developments. John has been involved in the permitting, rezoning, and/or redevelopment of over 4,000 units of housing. Over the past three years, John has been involved in the rezoning and/or permitting of over 9 million square feet of industrial e-commerce warehouse and distribution facilities. John was named a Massachusetts SuperLawyer in the field of Real Estate, is AV Rated by Martindale Hubbell, and has also been named to Best Lawyers in New England for Real Estate in 2023.

His practice includes obtaining entitlements related to federal, state and local highway access, wetlands and waterways, air, water and sewer facilities, zoning, and other permitting before local, state and federal permitting boards and agencies. John also advises clients on environmental compliance with federal, state, and local laws governing oil or hazardous materials, water pollution control, underground storage tanks, occupational health and safety, and historic preservation.

John was appointed in 2015 by Governor Charlie Baker to serve on the Governor's Economic Development Planning Council which is charged with developing the Commonwealth's Economic Development Plan, and was also appointed as a Board Member of the University of Massachusetts Building Authority. John has also served on a number of committees and task forces, including the DHCD's Homeownership Advisory Group which was charged with advising on modifications to the Commonwealth's housing policies. John also served on several working group involving proposed amendments to the Massachusetts Endangered Species Regulations, and formerly served on the Zoning and Wetlands Committee of the Governor's Special Commission on Barriers to Housing Development. Additionally, John served on the Legislative Committee of the Commonwealth Housing Task Force, an ad hoc committee which developed the Smart Growth legislation which became M.G.L. Chapter 40R and Chapter 40S, and worked with the DHCD in the drafting of the Starter Home Legislation and Starter Home Amendments to the Chapter 40R Regulations promulgated in 2018.

John served as Chairman of the Governmental Affairs Committee of the Homebuilders and Remodelers Association of Massachusetts (HBRAMA), and is a past Chairman of the Environmental Committee for the Massachusetts Chapter of NAIOP. John was also a member of the Boston Bar Association Environmental Law Section's Steering Committee and remains an active Section Member. John served as Vice Chair of the Merrimack Valley Regional Planning Commission for nine years. He was also a member of the Massachusetts Executive Office of Transportation and Construction, Transportation Enhancements Steering Committee.

John formerly served on the Board of Directors of Special Olympics Massachusetts, Inc., and served on its Governance Committee, Executive Committee and its Building Committee.

Stephanie A. Kiefer, Esq.

AREAS OF EXPERIENCE

*Land Use Law
Real Estate Development
Environmental
Affordable Housing
Permitting
Litigation*

BAR ADMISSIONS

*Massachusetts
Federal District Court for the
District of Massachusetts*

EDUCATION

*Vermont Law School, M.S.E.L.,
magna cum laude
Boston University School of Law,
J.D.,
Ohio University, B.A. and B.S.,
summa cum laude*

Stephanie's legal practice is focused on multifamily and affordable housing, environmental, land use and zoning law, together with associated permitting and appeals. Over the course of her 25 year career, she has advised and represented corporate, non-profit and individual clients regarding wetland permitting, sewer and septic review and permitting, traditional zoning/subdivision and alternative zoning schemes under M.G.L. c.40B and 40R.

Ms. Kiefer has also served as special environmental counsel in real estate conveyancing, involving hazardous waste releases and clean-up, brownfields redevelopment and rehabilitation of existing developments. In addition to permitting work, Stephanie represents clients in both administrative forums and before the trial and appellate courts in pursuing permits and defending permit challenges, resolving land use disputes and zoning compliance, and resolving land ownership disputes.

Prior to joining Smolak and Vaughan, Stephanie had served both an associate and partner at Rubin and Rudman LLP in its Environmental and Land Use Department.

In addition to her practice, Stephanie has presented seminars to commercial and residential real estate brokers through the Greater Boston Real Estate Board/Commercial Brokers Association continuing education series on the topics of zoning and building code as well as wetlands regulation. Ms. Kiefer has also authored several articles on changes to wetlands regulations, standing in environmental appeals, brownfields redevelopment and environmental issues in lending, appearing in Banker and Tradesman, Massachusetts Lawyers Weekly and the Association of Massachusetts Wetlands Scientists newsletters.

With the majority of Stephanie's development work focused on permitting, she also advances associated appeals, before administrative tribunals as well as trial and appellate courts, to defend permits and/or challenge permit denials or conditions.

REPRESENTATIVE EXPERIENCE

- Represented developers in permitting mixed office/retail/residential development, inclusive of affordable housing and affordable commercial components, located near public transportation center, with associated project benefits to improve the Bruce Freeman Rail Trail.
- Successfully litigated continuation of non-conforming commercial use of portion of larger commercial enterprise.
- Represented developers in permitting affordable housing development with wetland and floodplain concerns, through appellate courts and successfully permitted revised development on the site under new ownership.
- Permitting and compliance for wastewater treatment plant construction, operation and permit transfer.

21 High Street, Suite 301
North Andover, MA 01845

WWW.SMOLAKVAUGHAN.COM

AFFORDABLE AND MULTIFAMILY HOUSING

Smolak & Vaughan LLP has extensive experience in the area of affordable and multifamily housing. Our experience includes analyzing and structuring complex deals, coordinating projects of significant scope and complexity, and providing counsel throughout the development process. We actively represent owners and lenders in all aspects of multifamily and affordable housing. Representation includes comprehensive project analysis, obtaining approvals and funding from government subsidizing agencies and other governmental authorities, obtained approvals under conventional zoning, obtaining Comprehensive Permits under Chapter 40B and other regulatory approvals, serving as a liaison with local, state and federal government agencies, representing developers before the Housing Appeals committee and courts, and closing construction and permanent loans for borrowers and lenders. We have significant expertise representing developers before local zoning boards of appeals in connection with the Massachusetts comprehensive permit process under Chapter 40B, and regulations promulgated by the Massachusetts Department of Housing and Community Development. We have also participated in commenting on, and drafting proposed modifications to, the updated Comprehensive Permit Regulations and related 40B Guidance issued by the DHCD. We have served as a member of the DHCD's Homeownership Advisory Group which was established to review current multifamily housing policy within Massachusetts. We have also represented developers in connection with Chapter 40R Smart Growth proposals, as well as other multifamily and mixed use projects throughout Massachusetts.

Representative Multifamily/Mixed Use Project Experience

Attorneys with the firm are currently, or have been, involved with the following residential projects on behalf of non-profit and for profit developers:

<u>Project/Location</u>	<u>Units/Subsidy</u>
• Northfield Commons, Andover	80 Units (MassHousing)
• Residences at Stone Hill, Assisted Living, Andover	94 Units
• Thorndike Place, Arlington	136 Units (MassHousing)
• Shaws Plaza Redevelopment, Ashland	120 Units (DHCD)
• Ayer Commons, Ayer	106 Units (DHCD)
• Willow Road, Boxford	66 Units
• Benfield Farms, Carlisle	27 Units (DHCD)
• Chicopee Assisted Living, Chicopee	95 Units
• Broadway Village, Dracut	278 Units (MassHousing)

Representative Multifamily/Mixed Use Projects (Cont'd)

<u>Project/Location</u>	<u>Units/Subsidy</u>
• Fitchburg Arts Community, Fitchburg	62 Units (40R Live/Work)
• Harbor Village, Gloucester	30 Units (DHCD)
• Merrivista, Haverhill	206 Units (HUD)
• Residences at Essex Pastures, Ipswich	194 Units (MHP)
• Marcello Affordable Housing, Leominster	42 Units (DHCD)
• Mashpee Village Apartments, Mashpee	145 Units (DHCD)
• Loop83, Methuen	156 Units (MassHousing)
• Methuen Assisted Living, Methuen	92 Units (MassDevelopment)
• Birch Street Place, Milford	164 Units (MassHousing)
• The Preserve at Abbyville, Norfolk	168 Units (MassHousing)
• Abbyville Commons, Norfolk	48 Units (MassHousing)
• The Enclave at Norfolk, Norfolk	56 Units (MassHousing)
• East Mill/West Mill, No. Andover	150 Units
• Meetinghouse Commons, North Andover	80 Units (MassHousing)
• Princeton North Andover, No. Andover	194 Units
• Residences at Osgood Landing, North Andover	300 Units (later converted to 40R District Zoning for 530 Units)
• Residences at O'Shea Field, Peabody	80 Units (MassHousing)
• The Pointe at Hills Farm, Shrewsbury	94 Units (DHCD)
• Union Block, Taunton	36 Units (DHCD)
• Eaglebrook Village, Wrentham	104 Units (MassHousing)
• Eaglebrook Village Extension, Wrentham	49 Units (MassHousing)
• Eaglebrook Commons, Wrentham	100 Units (MassHousing)

KEVIN HURLEY
PRESIDENT
HURLEY ASSOCIATES, INC.

Kevin Hurley is the Founder and President of Hurley Associates Inc. (HAI) in Concord, Massachusetts. HAI is a Land Planning, Design, and Development Firm specializing in site feasibility studies, project design/management, entitlements, and permitting/development of residential and commercial real estate projects. The firm has provided private, public, and institutional clients with in-depth zoning studies, site analysis and feasibility studies, comprehensive design programs and management of multidisciplinary design/permitting teams for more than 40 years. HAI's experience, creative solutions and thorough preparation have successfully brought several complex projects through the design, regulatory and construction process. Projects in Concord include design/permitting Newbury Court, a six-story senior living community owned by the New England Deaconess Association, and design/permitting and development of Forest Ridge, a 100 acre mixed-use office, recreation and residential park owned by Arthur D. Little Inc.'s pension fund MDT Advisers.

Prior to founding HAI, Mr. Hurley served as a municipal planner/consultant for several communities in Rhode Island and Massachusetts including establishing the Town of Concord's Department of Planning and Land Management. Mr. Hurley holds a Bachelor of Science degree in Environmental Design and Planning from the University of Massachusetts and a Master of Community Planning degree in Community Planning and Area Development from the University of Rhode Island.

Biographical Statement

FIRM SUMMARY

Overview

Lerner & Holmes PC offers clients sophisticated, high-quality advice relating to real estate and business transactions. Its attorneys have backgrounds that include major law firm and corporate counsel experience, enabling them to utilize legal and business skills to advise entrepreneurial and institutional clients in all aspects of real estate investment, management and development. The Firm provides legal advice to pension funds and other institutional investors and their investment managers, real estate operating and development companies, private equity investors, REITs, investment and commercial banks, for-profit and not-for-profit developers, brokers, landlords and tenants. In addition to their legal expertise, the partners of the Firm have a wealth of practical business experience, including managing the affairs of an institutional investment management firm. The Firm seeks to distinguish itself by providing the quality of representation clients expect from a major law firm as well as the strategic, business-oriented perspective clients expect from corporate counsel.

Focus

The Firm's practice is focused on real estate matters where a variety of legal disciplines come into play. In particular, the Firm specializes in the investment activities of tax-exempt entities such as pension plans, universities and foundations. In that arena, Federal income tax and ERISA considerations must be reconciled with the client's business objectives and the physical assets involved in the transaction. Thus, the Firm is particularly adept at handling matters such as:

- structuring, negotiation and closing complex real estate investments, including joint ventures and equity loans
- advising clients on the tax, ERISA and investment advisory aspects of debt and equity investments in real estate
- formation of investment vehicles to facilitate institutional and individual real estate investment, including preparation of private placement memoranda
- investment and real estate due diligence
- asset management issues, including leasing, financing, operations and dispositions
- Massachusetts law advice on behalf of out-of-state attorneys and investors

The Firm also has an active practice assisting entrepreneurs and developers in their capital-raising, acquisition, permitting, construction, leasing and disposition activities. These activities often involve real estate in the Commonwealth of Massachusetts, but this part of our practice does involve assets in major markets across the United States as well as the Caribbean Basin and South America.

Representative Transactions

The Firm has represented clients in connection with:

- the structuring of investment vehicles for individual and institutional investors to invest in direct real estate, equity joint ventures, participating debt and ground leases
- the acquisition, development, financing, management, leasing and disposition of properties nationwide and overseas
- the structuring of tax-exempt investments in land development transactions, parking garage, hotel and "for sale" properties
- the representation of not-for-profit developers and joint ventures in urban land disposition and ground lease transactions
- recapitalization transactions involving taxable and tax-exempt entities
- workouts of debt and equity investment structures

Representative Clients

Our partners have represented a variety of institutions and entrepreneurs involved in the entire spectrum of real estate acquisition, development, investment and ownership. While our client matters are strictly confidential, we are pleased to offer references from our existing clients on request.

Partners of the Firm

Daniel P. Holmes Prior to forming Lerner & Holmes PC, Mr. Holmes was Assistant General Counsel and Vice President of The Boston Company Real Estate Counsel, Inc. Mr. Holmes directed the activities of staff members and outside attorneys in overseeing a nationwide portfolio of office, retail, industrial and residential properties. He negotiated and closed new debt and equity investments valued at over \$1 billion, led the firm's activities in obtaining and refinancing third-party debt, and managed restructurings involving borrowers, partners and tenants.

Before joining The Boston Company, Mr. Holmes practiced law at Hale & Dorr in Boston.

Mr. Holmes holds a B.A. from Dartmouth College and a J.D. from The University of Virginia Law School where he was an Editor of the University of Virginia Law Review.

Faith Glickman Rossi Prior to joining Lerner & Holmes PC, Ms. Rossi was an Associate at Paul, Weiss, Rifkind, Wharton and Garrison in New York and Of Counsel to Gilmore & Jacobowitz in Beverly, Massachusetts.

Ms. Rossi holds a B.A. from the University of Pennsylvania and a J.D., Magna Cum Laude, from Cardozo Law School where she was a Senior Editor of the Cardozo Law Review.

6.2 Applicant Entity 40B Experience (required):

Please identify every Chapter 40B project in which the Applicant or a member of the project team has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted. If no prior 40B experience exists, please upload a statement to that effect.

Neither the Applicant, NOVO Riverside Commons LLC, nor its affiliate, Taurus Investment Holdings, LP, have prior Chapter 40B experience although Taurus has extensive experience in the permitting, financing, development, and management of multifamily and other nonresidential properties both nationally and internationally.

6.3 Request for Fair Housing Experience (required):

Please attach a description of your experience in marketing and renting housing units in accordance with state and federal fair housing standards. Please note your experience in preparing Affirmative Fair Housing Marketing and Resident Selection Plans (AFHMP) and in conducting outreach and performing resident selection procedures in accordance with these standards. Please consult the Guidelines for specific requirements of the development team regarding the capacity to handle fair housing compliance.

The Applicant intends to engage SEB Housing to assist in preparing the Affirmative Fair Housing Marketing and Resident Selection Plans (AFHMP), in conducting outreach and performing resident selection procedures, and to assist in marketing and renting housing units in accordance with state and federal fair housing standards which will include the retention of a professional housing management company to further implement the requirements as described herein. A copy of SEB Housing qualifications are attached hereto.

SEB HOUSING PROFILE

SEB Housing has been involved in marketing more affordable units in Massachusetts than any other lottery agent in the State. SEB Housing's experience and expertise are well-recognized by municipal, state and monitoring agencies, and SEB Housing has an excellent reputation and working relationship with affordable housing program administrators including DHCD, MassHousing, Massachusetts Housing Partnership, CHAPA, the BPDA and BFHC. SEB Housing's participation ensures that affordable units are offered to qualified tenants and buyers through a fair and impartial selection process so that developers and management companies avoid many of the perils and challenges associated with the affordable unit lease-up and/or sell-out that is part of the final phase of the development process.

As a part of the tenant/buyer selection process, SEB Housing coordinates with development teams, monitoring agents, and program administrators to create a marketing and lottery program that complies with applicable state, federal and local regulations, permits and conditions. Throughout the buyer and tenant selection process, SEB Housing also works closely with prospective homebuyers and tenants to answer questions and manage the application intake and review process, including working with lenders, monitoring agents, and applicants to ensure that affordable housing units are rented or purchased by program eligible applicants.

SEB Housing can also be retained to provide on-going consulting at rental developments which includes services such as:

- making sure that properties are annually maximizing their affordable rents as median incomes and utility allowance schedules change. SEB Housing will also work to ensure that maximum affordable rents are realized as early on as possible.
- advising properties on updates to their policies and procedures to ensure they reflect the constantly changing affordable housing program requirements.
- providing documents to the leasing office to be used in the administration of the affordable units within the property, including documents such as affordable housing applications, an information packet, a lease addendum, and an ongoing management plan.
- answering questions from the management company and helping to find solutions to affordable housing related issues that may arise from time to time.
- administering affordable unit eligibility reviews of current tenants prior to lease renewal to ensure that those tenants remain program eligible, thus minimizing the chance that the property could be penalized for having wrongfully allowed a program ineligible tenant to continue living in an affordable unit.
- reviewing prospective tenants for program eligibility, thus minimizing the property's exposure to any repercussions for improperly renting to program ineligible households.
- assisting the property in completing the required annual compliance report for submission to the program administrator and the municipality, as applicable.

By hiring SEB Housing, not only will the management team be able to more seamlessly navigate the various rules and regulations governing their affordable units, but it will also be able to leverage SEB Housing's reputation among, and relationships with, key affordable housing program figures. SEB Housing can proudly state that many of its clients return to it again and again as new opportunities arise. Some of those clients are listed below.

RENTAL DEVELOPMENTS

Project Location	Project Name	Developer/Manager	Units	Affordable Units	Permit
Amesbury	Heights at Amesbury	Corcoran Jennison	240	60	40R
Andover	Hanover	Hanover Company	248	62	40B
Arlington	Arlington 360	Arlington 360 LLC / Jefferson Apartment Group	164	35	Special Permit (Affordable and Middle Income)
Arlington	Brigham Square	Intercontinental	116	17	Special Permit
Ashland	Cirrus	Campanelli Acquisition Partners	398	40	Special Permit
Barnstable	Everleigh Cape Cod	Greystar	225	23	Special Permit (Age Restricted)
Belmont	The Bradford	Toll Brothers	112	12	Special Permit
Berlin	The Rockwell	Riverbridge Apartments, LLC	84	21	Special Permit
Beverly	110 Rantoul Street	Barnat Beverly LLC	67	16	MassHousing Workforce
Billerica	Aspen Apartments	Garden Homes	384	96	40B
Billerica	Broadstone Middlesex	Alliance Residential Company	211	53	40B
Boston	WPB1 Apartments	HYM Investment Group	368	63	BPDA Special Permit
Boston	The Cosmopolitan	Bodwell Pines Corp.	63	6	BPDA Special Permit
Boston	Velo	Residences at Forest Hills Station, LLP	250	50	BPDA Special Permit
Boston	West Square Apartments	Lincoln Property	255	33	BPDA Special Permit
Boston	The Brynx	ES Jway LLC	149	19	BPDA Special Permit
Boston	Flats on D	Bozzuto	197	26	BPDA Special Permit
Boston	Ink Block	National Development	315	41	BPDA Special Permit
Boston	Pier 4	UDR	369	32	BPDA Special Permit
Boston	The Andi	PRG SB Investors, LLC	475	62	BPDA Special Permit

Boston	Bell Olmsted Place	Bell Partners	196	37	BPDA Special Permit
Boston	8 Harrison	Cresset Harrison LLC	46	7	BPDA Special Permit
Boston	345 Harrison	UDR	585	58	BPDA Special Permit
Boston	Hub25	Gables Residential	278	36	BPDA Special Permit
Boston	Pierce Boston	Fenway Ventures Point Properties LLC	240	41	BPDA Special Permit
Boston	The Graphic	Princeton Properties	171	23	BPDA Special Permit
Boston	Lantera	Railyard Residential LLC	149	38	BPDA Special Permit
Boston	30 Dalton	Bozzuto	218	14	BPDA Special Permit
Boston	The Harlo	Skanska	212	24	BPDA Special Permit
Boston	501 Congress St	CG Waterside/Gables	307	15	BPDA Special Permit
Boston	Via and Benjamin	Berkshire Group	832	96	BPDA Special Permit
Boxborough	Paddock Estates	JPI	244	61	40B
Bellingham	Jefferson @ Bellingham	Lincoln Property Company	285	72	40B
Belmont	The Royal	AP Cambridge Partners	298	60	40B
Braintree	The Ridge @ Blue Hills	The Hanover Company/UDR	188	47	40B
Bridgewater	Axis @ Lakeshore	Claremont Companies	192	73	40B
Brookline	455 Harvard Street	Allied Properties	17	4	40B
Brookline	JFK Crossing	420 Harvard Associates LLC	25	4	40B
Bridgewater	Axis at Lakeshore	Claremont Companies	289	73	40B
Canton/Randolph	Prynn Hills	Greystar	472	120	40B
Concord	Concord Mews	Mill Creek Residential	350	88	40B
Easton	The Village at 244 Washington Place	Turner Brothers	38	10	40B
Foxboro	The Lodge @ Foxboro	The Hanover Company/UDR	250	63	40B
Framingham	55 Concord Street	Wood Partners	196	20	Special Permit

Franklin	The Westerly	Wood Partners	280	70	Special Permit
Hingham	Broadstone Bare Cove	Alliance Residential	220	55	40B
Holden	Reserve at Salisbury	Reserve at Salisbury, LLC	192	48	40B
Hopkinton	Alta Legacy Farms	Wood Partners	240	60	Special Permit
Lincoln	Oriole Farm	Civico Lincoln LLC	60	15	Special Permit
Littleton	Village Green	Omni Properties/Lincoln Property Company	144	36	40B
Marshfield	Marshfield Modera	Mill Creek	248	62	40B
Maynard	Vue at Maynard Crossings	Vue at Maynard Crossing Acquisitions LLC	180	22	Special Permit
Medfield	Hillside Village	Needham Investment Co.	16	4	40B
Medford	Lumiere	Criterion Development Partners	163	16	Special Permit
Medford	Wellington Place	Lincoln Property	137	5	Special Permit
Medford	Hanover R.S. Limited Partnership	61 Locust Street	350	35	Special Permit
Melrose	Jack Flats	Bozzuto	212	19	Special Permit
Melrose	2 Washington	Wood Partners	94	9	Special Permit
Natick	Modera Natick Center	Mill Creek Residential	128	38	40R
Natick	Cloverleaf	Forest Properties	183	46	40B
Natick	Avenu at Natick	National Development	164	17	Special Permit Age Restricted
Needham	Charles River Landing	The Hanover Company/UDR	350	88	40B
Needham	Modera	Mill Creek	136	34	40B
Newton	28 Austin Street	Dinosaur Capital	68	23	Special Permit with MassHousing Workforce Component
Newton	Hancock Estates	Chestnut Hill Realty	88	9	Special Permit
Newton	The George	Mark Development	140	35	Special Permit
North Reading	Edgewood	Lincoln Property Company	406	102	40R

Norton	274 East Main Street	Campanelli Thorndike	188	47	40B
Peabody	14 North	UDR	387	77	40B
Peabody	Newbury Point	Jam LLC	60	15	40B
Reading	30 Haven Street	Oaktree Development	53	11	Special Permit
Reading	Metropolitan Reading Station	MKM Reading LLC	68	17	40B
Shrewsbury	Quinn 35	Bell Partners	250	25	Special Permit
Somerville	Montaje	Federal Realty	447	56	Special Permit
Stoughton	Bell Stoughton	UDR/Bell Partners	240	60	40B
Stoughton	Taj Estates	Taj Estates LLC	179	45	40B
Stamford, CT.	The Glenview House	Lincoln Property Company	146	14	Special Permit
Tewksbury	The Lodge @ Ames Pond	The Hanover Company/UDR	364	91	40B
Walpole	Alta Easterly	Wood Partners	157	40	40B
Waltham	Currents on the Charles	Hines	200	20	Special Permit
Waltham	Merc on Moody & Main	Northland Investments	269	29	Special Permit
Waltham	Watch Factory Lofts	Berkeley Investments	240	24	Special Permit
Watertown	Arsenal Yards	Boylston Properties	302	46	Special Permit
Watertown	Watertown Mews	Mill Creek Residential	206	32	Special Permit
Watertown	Bell Watertown	Wood Partners/Bell Partners	155	16	Special Permit
Watertown	Gables Arsenal	The Hanover Company	296	30	Special Permit
Watertown	Elan Union Market	Greystar	282	35	Special Permit
Watertown	385 Pleasant Street	Glenshane Properties	53	8	Special Permit
Watertown	Watermills	Mark Coppola World Realty	99	15	Special Permit
Westborough	Flanders Hill	Lincoln Property Company	280	70	40B
Westborough	Parc	Cottonwood Residential	250	63	40B

Westford	Princeton Westford	Princeton Property	200	40	40B
Westford	Westford Hills	Hanover Company	180	36	40B
Westford	Westford Valley	Hanover Company	240	60	40B
Westwood	Gables and Gables II University Station	The Hanover Company	350	39	Special Permit
Woburn	Emery Flats	National Development	200	50	40B
Wrentham	Alexan	Maple Multi-Family Land SE	240	60	40B

HOMEOWNERSHIP DEVELOPMENTS

Project Location	Project Name	Developer/Manager	Total Units	Affordable Units	Permit
Boston	Vita	JP Property One, LLC	82	12	BPDA Special Permit
Boston	Sepia Ink Block	National Development	77	8	BPDA Special Permit
Boston	88 Wareham	Allied Residential	27	4	BPDA Special Permit
Bridgewater	Elm Street Estates	Elm Residences at Bridgewater, LLC	20	5	40B
Burlington	Reserve at Seven Springs	Northland Residential	50	2	Special Permit
Canton	Copperworks	Thorndike Development	108	7	Special Permit
Douglas	North Village	NorthBrown LLC	124	31	40B
Duxbury	Duxbury Woods	Northland Residential	44	11	40B
Easton	Welsch Woods	Welsch Woods, LLC	28	7	40B
Easton	Meadowview Commons	T&M Realty Development	36	9	40B
Easton	Eastondale Cottages	Eastondale LLC	28	7	40B
Grafton	Providence Road Commons	Providence Road Commons, LLC	28	7	40B
Hingham	Derby Brook	Realty Assets, Inc	24	6	40B
Kingston	Barrows Brook Village	Delwin, LLC	56	14	40B
Medfield	Medfield Green	RQC	12	3	40B
Milford	Beaver Pond Commons	AFCO Land & Development	88	22	40B

Nantucket	Sandpiper	Richmond Company	105	27	Special Permit (80%AMI and Workforce Housing)
Natick	The Natick Collection	GGP Natick Residence LLC	250	48	Special Permit
Natick	20 South Street	RFR Enterprises	28	5	Special Permit
Newton	Parkview Homes	Parkview Homes, LLC	10	10	40B
North Andover	Campion Estates	Campion Estates	26	7	40B
Plymouth	Sawmill	Sawmill Development Corp	200	60	40B
Rehoboth	Horton Estates	Horton Estates, LLC	66	17	40B
Rehoboth	Autumn Heights	Starlight Development	37	10	40B
Salem	65 Washington Street	65 Washington Street LLC	61	6	Special Permit
Scituate	Walden Woods	Morrocco Partners	28	7	40B
Somerville	Alloy	Federal Realty	122	15	Special Permit
Stoughton	Village at Goddard Highlands	AGS Development	104	26	40B
Taunton	The Settlement	Bruce LLC II	99	25	40B
Uxbridge	Forest Glen Estates	O'Hearne Forest Glen	44	5	Special Permit Age Restricted
Wakefield	Wakefield Landing	HB Development Corp	32	4	Special Permit
Woburn	Shannon Farms	The Maggiore Companies	106	11	Special Permit
Wrentham	Eagle Brook Village	Eaglebrook Development, LLC	101	28	40B

6.4 Applicant's Certification (required):

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

N/A

6.5 Signed Certification & Acknowledgement (required):

Please print the application using the "Print" button above, and submit the signed and dated Certification & Acknowledgement page.

Certification and Acknowledgement

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.)

Question	Answer
Is there pending litigation with respect to any of the Applicant Entities ?	No
Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities ?	No
Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes , reporting of employees and contractors, or withholding of child support?	No
Have any of the Applicant Entities ever been the subject of a felony indictment or conviction ?	No
During the last 10 years, have any of the Applicant Entities ever been party to a lawsuit involving fraud , gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy?	No
Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit Issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions?	No
Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements ?	No
Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts , and any agency, authority or instrument thereof?	No

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

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

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

Signature: _____
Name: Peter Merrigan
Title: Manager
Date: 06/14/2023

7.1 Narrative describing any prior correspondence and/or meetings with municipal officials:

Please provide narrative describing any prior correspondence and/or meetings with municipal officials.

**NOVO RIVERSIDE COMMONS COMMUNICATIONS
WITH
TOWN OF CONCORD**

1. January 27, 2022 – Zoom call by and between the Director of Planning and Land Management Marcia Rasmussen, Town Planner Elizabeth Hughes, Holmes and Peacock to discuss an MBTA Communities multi-family housing overlay district for Taurus’s Baker Avenue property. Rasmussen and Hughes counseled against zoning, indicating a 40B proposal would be a better alternative and pointed out that the Town’s Housing Production Plan stated “There are several parcels in private ownership which might be appropriate for residential development” (including) 300/310 Baker Avenue a mixed-use location.
2. December 13, 2022 – Meeting by and between Rasmussen, Hughes and Hurley to discuss that as of May 20, 2023 the Town will no longer comply with Chapter 40B’s 10% affordable housing requirement and Taurus’s interest in pursuing a 40B residential use on a portion of its Baker Avenue property. The planners advised that they favored a rental housing project as Concord would be able to count 100% of the proposed units towards its Chapter 40B requirements and felt five (5) stories would be appropriate at this particular Baker Avenue site. The planners also stated that the Town would like to continue discussions regarding access through Taurus’s property to connect the Town’s Assabet River Multi-Use Trail and Bridge Project to Baker Avenue.
3. January 17, 2023 – Zoom call by and between Hughes, Holmes, Hurley and GPI (the Town’s trail and bridge engineering consultant) to discuss the Assabet River Trail and Bridge Project.
4. March 6, 2023 – Email from Hughes stating that Town Manager had informed the Select Board about the potential Taurus residential project at Baker Avenue.
5. March 8, 2023 – Meeting by and between the Director of Public Works Alan Cathcart, the Water/Sewer Superintendent Jeffrey Murawski, Water/Sewer Engineer Giovanni Caceres and Hurley to discuss a proposed residential use at 292/294 Baker Avenue consisting of 201 units (78 one bedroom, 102 two bedroom and 21 three bedroom) resulting in a total of 345 bedrooms with a design sewer flow of 37,950 gallons per day ($345 \times 110 = 37,950$ GPD). Cathcart advised that: the treatment plant capacity is 1.2 million gpd and generally runs at 80% capacity; new connections are governed by CWMP policies; and the sewer connection fee would be based on \$40.07 per gpd and equal \$1,520,686.50. Cathcart, Murawski and Caceres also advised that 201 units at Baker Avenue would not require a “sewer extension” but would require the Public Works Commission’s approval of a new sewer connection.

6. April 4, 2023 – On-site scoping meeting by and between MassDOT, Hughes, Hurley and other owners of property adjacent to the Assabet River Multi-Use Trail and Bridge Project.
7. June 1, 2023 – Zoom call by and between Hughes, Holmes and Hurley to discuss status of NOVO Riverside Commons, Taurus’s pending filing of a 40B PEL application with MassHousing and request that Hughes schedule a meeting by and between the Town Manager, Hughes, Holmes and Hurley to discuss Taurus’s NOVO Riverside Commons PEL application.
8. June 5, 2023 – Submission to Hughes of an 8 page NOVO Riverside Commons PDF containing: a two-page project narrative; an Aerial Locus Plan; a Rendered Elevation Plan of the Proposed Building at 292 Baker Avenue; a Conceptual Landscape Plan of 292 and 294 Baker Avenue; a Site Section of 292 Baker Avenue; a Site Section of 294 Baker Avenue; and a Layout and Materials Site Plan.
9. June 16, 2023 – Meeting by and between Town Manager Kerry LaFleur, Deputy Town Manager and Interim Director of Planning and Land Management Megan Zammuto, Hughes, Holmes and Hurley, at which hard copies of the 8 page NOVO Riverside Commons PDF were reviewed and discussed. All present agreed that Concord needs housing alternatives and anticipate support from Boards & Committees and residents of the Town.

7.2 Evidence that a copy was sent to CEO of municipality (required):

Please provide 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).

June 20, 2023

BY HAND

Henry Dane, Chair, Select Board
c/o Kerry Lafleur, Town Manager
Town of Concord
22 Monument Square
Concord, MA 01742

Re: Application for Chapter 40B Project Eligibility Letter
Applicant: NOVO Riverside Commons LLC
Project: NOVO Riverside Commons
Subsidy Program: Federal Home Loan Bank of Boston New England Fund (NEF)
Property: 292 & 294 Baker Avenue, Concord, Massachusetts

Dear Mr. Dane and Ms. Lafleur:

I am writing to formally introduce you to a 40B apartment community that my client Taurus Investment Holdings proposes to develop on a portion of the parking field surrounding its Concord Meadows office building at 300-310 Baker Avenue. As the materials that I am sharing with you will show, the community will align strongly with Concord's commitments to affordable housing and sustainability.

The community, called NOVO Riverside Commons, consists of 201 rental units in two buildings to be located on a 10.2 acre portion of the existing Concord Meadows site. Primary access to NOVO Riverside Commons will be via the existing Concord Meadows entrance onto Baker Avenue. The community is transit-oriented in that it is located within walking distance to the West Concord Commuter Rail Station, and will also include pedestrian access to connect with the future Assabet Pedestrian Bridge & Trail Project, an initiative that we have been working on with Elizabeth Hughes for some time.

In order to advance the project under Chapter 40B, I have filed with Mass Housing a Comprehensive Permit Application for Project Eligibility Letter (the PEL), a copy of which is enclosed. The PEL Application for NOVO Riverside Commons is being filed in accordance with the requirements of MassHousing and pursuant to M.G.L. c. 40B, Sections 20-23. The Applicant, NOVO Riverside Commons LLC, is an affiliate of Taurus, as is CD 211 Property LLC, which owns the property at 300-310 Baker Avenue.

The Applicant is requesting that MassHousing issue a Project Eligibility Letter pursuant to the Federal Home Loan Bank of Boston's New England Fund (NEF) Program where MassHousing acts as the Project Administrator. The Applicant maintains site control over the site which is the subject of the Application and proposal.

On behalf of the Applicant, we look forward to working with you and other Town officials and the public on this proposal.

SMOLAK & VAUGHAN LLP

Mr. Henry Dane, Chair
Select Board
Town of Concord
June 20, 2023

If you have any questions, please feel free to contact Taurus's advisors: Kevin Hurley, Dan Holmes, or me. Kevin can be reached at hurleyassociates@comcast.net; Dan at dholmes@lh-law.com; and myself at the email address in my letterhead.

Thank you.

Sincerely,



John T. Smolak, Esq.

cc: Distribution List

Elizabeth Hughes, Town Planner, Planning Division, Town of Concord
Edward M. Augustus Jr., Secretary, Executive Office of Housing and Livable
Communities (EOHLC)
Philip DeMartino, EOHLC
Jessica Malcolm, Manager of Planning and Programs, MassHousing
Michael Busby, 40B Planning and Programs Specialist, MassHousing
Kevin Hurley, Hurley & Associates
Dan Holmes, Esq., Lerner & Holmes, PC
Allen Peacock, LEED AP, Senior Vice President of Development, Taurus Investment
Holdings, LLC (for Applicant)

7.3 Copy of notice of application sent to DHCD (required):

Please provide copy of notice of application sent to (EOHLC) DHCD.

June 16, 2023

**Certified Mail: Return
Receipt Requested**

Mr. Edward M. Augustus Jr., Secretary
Executive Office of Housing and Livable Communities (EOHLC)
(formerly Department of Housing and Community Development)
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114

Re: Notice of Application for Chapter 40B Project Eligibility Letter
Applicant: NOVO Riverside Commons LLC
Project: NOVO Riverside Commons
Subsidy Program: Federal Home Loan Bank of Boston New England Fund (NEF)
Property: 292 & 294 Baker Avenue, Concord, Massachusetts

Dear Secretary Augustus:

On behalf of the NOVO Riverside Commons LLC, Applicant, we are hereby notifying the Executive Office of Housing and Livable Communities (EOHLC), as successor to the Department of Housing and Community Development, pursuant to 310 CMR 56.04(2), of the Applicant's filing of a Project Eligibility Application for a proposed 201-unit rental residential community proposal to be located on a parcel of land, consisting of an approximately 10.2 acres, and located off Baker Avenue in Concord, Massachusetts.

The Applicant is requesting MassHousing to issue a Project Eligibility Letter pursuant to the Federal Home Loan Bank of Boston New England Fund (NEF) Program where MassHousing acts as the Project Administrator. The Applicant maintains site control over the Property which is the subject of the Application and proposal. We look forward to work with you and other Town officials on the proposal.

Please contact me should you have any questions.

Sincerely,


John T. Smolak, Esq.

cc: Philip DeMartino, EOHLC
Jessica Malcolm, Manager of Planning and Programs, MassHousing
Michael Busby, 40B Planning and Programs Specialist, MassHousing
Henry Dane, Chair, Concord Select Board
Kerry Lafleur, Town Manager, Town of Concord
Allen H. Peacock, LEED AP, Senior Vice President of Development, Taurus
Investment Holdings, LLC (for Applicant)
Distribution List

SMOLAK & VAUGHAN

ATTORNEYS AT LAW

East Mill, 21 High Street, Suite 301
North Andover, MA 01845

Certified Mail: Return Receipt Requested

Mr. Edward M. Augustus Jr., Secretary
Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

065500 04 02114

Certified Mail Fee \$4.15

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage \$0.63

Total Postage and Fees \$0.13

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7539-02-000-9047

See Reverse for Instructions

OFFICIAL USE

0885

06

FORD, MA

Postmark

Here

JUN 16 2003

0611672123

USPS-01885

7012 0190 0000 0000 6610 3654

7.4 Evidence of ACH/Wire Transfer Receipt (required):

Please provide a copy of the receipt as evidence that the ACH/Wire Transfer was processed and accepted by the bank.

**7.5 Check made payable to MassHousing Partnership for
Technical Assistance/Mediation Fee:**

Please complete the MHP Cover Letter and remit payment directly to MHP

PAYMENT OF TOTAL TECHNICAL ASSISTANCE / MEDIATION AND UNIT FEE

Please complete this form and mail it, along with your check for the Total Technical Assistance / Mediation and Unit Fee made payable to Massachusetts Housing Partnership, to the address below.

MHP FUND
PO Box 845437
Boston, MA 02284-5437

Attn: Katie Bosse

- Name of applicant: NOVO Riverside Commons LLC
- Location of project: 292 & 294 Baker Avenue, Concord
- Name of project: NOVO Riverside Commons
- Number of units: 201
- Number of acres of site: 10.2
- Rental or Homeownership: Rental

THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING THE BACKGROUND WILL EXPOSE A HIDDEN VOID WHEN PHOTOCOPIED.

TAURUS INVESTMENT HOLDINGS, LLC
600 Northlake Blvd, Suite 130
Altamonte Springs, FL 32701

Northern Bank & Trust Company
275 Mishawum Road
Woburn, MA 01801

53-309
113

Date
6/14/2023

Check No.
007831

Check Amount
\$12,550.00

Twelve Thousand Five Hundred Fifty AND 00/100 Dollars

Pay to the order of:

Massachusetts Housing Partnership
160 Federal Street
Boston, MA 02110

VOID IF NOT CASHED WITHIN 90 DAYS WITHIN DATE OF ISSUE

Victoria Larkley
Jessie M Jenkins

100 510

June 16, 2023

MHP Fund
PO Box 845437
Boston, Massachusetts 02284-5437

Re: Application for Chapter 40B Project Eligibility Letter
Technical Assistance/Mediation Fee
Applicant: NOVO Riverside Commons LLC
Project: NOVO Riverside Commons
Subsidy Program: Federal Home Loan Bank of Boston New England Fund (NEF)
Property: 292 & 294 Baker Avenue, Concord, Massachusetts

Dear Sir or Madam:

On behalf of the NOVO Riverside Commons LLC, Applicant, we are hereby enclosing a check payable to MP in the amount of \$12,550.00, representing the payment of the Technical Assistance/Mediation Fee for the matter referenced above.

Please contact me should you have any questions.

Sincerely,


John T. Smolak, Esq.

cc: Distribution List

SMOLAK & VAUGHAN

ATTORNEYS AT LAW

East Mill, 21 High Street, Suite 301
North Andover, MA 01845

PITNEY BOWES

\$0.60

US POSTAGE
FIRST-CLASS

028W0004897693

2000228774

ZIP 01845

JUN 16 2023



MHP Fund
PO Box 845437
Boston, Massachusetts 02284-5437

7.6 W-9 (Taxpayer Identification Number):

Please provide W-9 (Taxpayer Identification Number).

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Novo Riverside Commons LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
600 Northlake Blvd.; Suite 130

6 City, state, and ZIP code
Altamonte Springs, FL 32701

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
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OR

Employer identification number

9	3	-	1	7	0	8	4	6	6
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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 for Part II, later.

Sign Here Signature of U.S. person ▶ *Victoria Lachy* Date ▶ *6/5/2023*

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.