

***Town of Wareham
Zoning Board of Appeals***

APPLICATION FOR COMPREHENSIVE PERMIT

***Woodland Cove Apartments
3102 Cranberry Highway
Wareham, MA***

Applicant: Dakota Partners, Inc.

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TOWN OF WAREHAM ZONING BOARD OF APPEALS

**COMPREHENSIVE PERMIT APPLICATION
pursuant to M.G.L. Ch. 40B, §§ 20-23**

APPLICANT: Dakota Partners, Inc.

SUBJECT PROPERTY: 3102 Cranberry Highway (Route 28 and Route 6), Wareham
Assessors Map 131, Parcel Q1

PROJECT NAME: Woodland Cove Apartments

An Original and twelve (12) copies

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8. ASTM Phase I Environmental Site Assessment, Executive Summary dated June 2017
9. Development Team and list of Applicant 40B Developments
10. Illustrative Site Plan (11 x 17) dated January 16, 2018

11. Comprehensive Permit Plans (“Site Plans”) prepared by BSC Group entitled “Woodland Cove” prepared for Dakota Partners, Inc., (11 x 17) dated January 12, 2018
12. Architectural Plans (Floor plans, Elevations, and Renderings) prepared by R.A. Schaefer & D.M. White, Architects entitled “Woodland Cove” prepared for Dakota Partners, Inc. (11 x 17) dated January 17, 2018

SUBMITTED UNDER SEPARATE COVER

- Site Plans prepared by BSC Group entitled “Woodland Cove” prepared for Dakota Partners, Inc., dated January 12, 2018 (4 full size sets)
Additional sets will be provided upon request
- Architectural Plans (Floor Plans, Elevations, and Renderings) prepared by R.A. Schaefer & D.M. White, Architects entitled “Woodland Cove” prepared for Dakota Partners, Inc. dated January 17, 2018 (4 full size sets)
Additional sets will be provided upon request
- Stormwater Report prepared by BSC Group prepared for “Woodland Cove” for Dakota Partners dated January 2018 (3 copies)
Additional sets will be provided upon request
- A Traffic Impact Study prepared by McMahon and Associates, Inc. dated November 2017 (2 copies)
Additional sets will be provided upon request
- Abutters list Certified by the Town of Wareham Assessor’s Office
(one original and seven copies)
- Check in the amount of One Thousand (\$1,000.00) Dollars for Filing Fee
- Check in the amount of Five Thousand (\$5,000.00) Dollars for Technical Review Fee

Note: An electronic copy of the application with all attachments and the Stormwater Report and the Traffic Impact Study will be provided

TAB 1

TOWN OF WAREHAM ZONING BOARD OF APPEALS

COMPREHENSIVE PERMIT APPLICATION pursuant to M.G.L. Ch. 40B, §§ 20-23

APPLICANT: Dakota Partners, Inc.

SUBJECT PROPERTY: 3102 Cranberry Highway (Route 28 and Route 6), Wareham
Assessors Map 131, Parcel Q1

PROJECT NAME: Woodland Cove Apartments

NARRATIVE APPLICATION AND DESCRIPTION

INTRODUCTION: M.G.L. Chapter 40B, §§ 20-23 (“the statute”):

Dakota Partners, Inc. (the “Applicant”) is submitting this application pursuant to M.G.L. Chapter 40B, §21 for a Comprehensive Permit for property located at 3102 Cranberry Highway (Route 28 and Route 6), Wareham as shown on Assessors Map 131 as Parcel Q1, hereinafter described (the “Project Site”). The proposed project is called “Woodland Cove Apartments” and consists of a total of one-hundred seventy-four (174) rental dwelling units within six 3-and-4-story buildings along with a Community Building, an open space area, and related parking and infrastructure. One hundred six (106) of the dwelling units representing 60.9% of the total will be affordable to households earning no more than sixty percent (60%) of the Area Median Income, in accordance with applicable state regulations and guidelines.

Under M.G.L. Chapter 40B, when there is a substantial need for low and moderate income housing in a community, the statute essentially creates a state mandate to local cities and towns to allow the construction of low and moderate income housing that requires relief from otherwise applicable local requirements and regulations, including but not limited to zoning bylaws, subdivision rules and regulations, and local regulations that exceed state requirements under the Wetlands Protection Act. A Zoning Board of Appeals can insist on full compliance with local requirements and regulations only if they are, in the words of the statute, “consistent with local needs.” Local requirements and regulations will be considered “consistent with local needs” if they are reasonable, taking into account the “regional need for low and moderate income housing considered with the number of low income persons in the city or town affected and the need to

protect the health or safety of the occupants of the proposed housing or of the city or town, to promote better site and building design in relation to the surroundings, or to preserve open space” and if they outweigh the regional need for affordable housing.

The statute and the regulations have established a Subsidized Housing Inventory (“SHI”) maintained by the Massachusetts Department of Housing and Community Development (“DHCD”) that lists each municipality’s percentage of low and moderate- income units. The Town of Wareham falls short of the state threshold of 10%: the Town has 7.7% based on DHCD SHI list dated September 14, 2017 and the applicant believes that none of the other regulatory Safe Harbors have been met. *A copy of the SHI listing is submitted herewith.* The Applicant believes, for all the reasons hereinafter set forth, that the project meets all of the requirements for a Comprehensive Permit under the statute, that it will be a benefit to the Town of Wareham, and that a Comprehensive Permit should be issued.

STANDING AND STATUS:

Applicant meets the jurisdictional requirements of the regulations and has standing before the Zoning Board of Appeals, based on the following:

a) Limited Dividend Organization

The Applicant, Dakota Partners, Inc. (hereinafter “Dakota Partners”), is a Massachusetts corporation which agrees and intends to enter into a standard Regulatory Agreement with the DHCD under the Low Income Housing Tax Credit (LIHTC) program and agrees to abide by the requisite limitation on profits. Therefore, pursuant to the statute, and the regulations, 760 CMR 56.04(1)(a), Dakota Partners is an eligible Applicant for a Comprehensive Permit. *See Certificate of Good Standing submitted herewith.*

b) Control of the Land

Dakota Partners has an executed Purchase and Sale Agreement with the owner of the property, Boston Land Group, LLC, and requisite extensions thereto. Thus, the Applicant has control of the land, as required by the regulations, 760 CMR 56.04(1)(c). *See copy of Purchase and Sale Agreement, Amendments to Purchase and Sale Agreement, and reference deed submitted herewith.*

c) Project Eligibility

The applicant has received a Project Eligibility Letter dated January 19, 2018 from the Department of Housing and Community Development (“DHCD”) under the Low Income Housing Tax Credit (“LIHTC”) Program that confirms the project’s eligibility and suitability

of the Site. *A copy of the Project Eligibility Letter is submitted herewith.* Therefore, the Applicant fulfills the requirement of 760 CMR 56.04(1)(b), which states: “The project shall be fundable under a subsidizing agency under a low and moderate income subsidy program”. See 760 CMR 54.04(1), which states that compliance with the project eligibility requirements shall be established by issuance of a written determination of Project Eligibility by the Subsidizing Agency.

PROJECT SITE DESCRIPTION:

Project Site Description

The Project Site is a large parcel of land consisting of 8.63± acres as shown on Assessor Map 131 as Parcel Q1 and addressed as 3102 Cranberry Highway. A single-story motel building of approximately 5,000¹ sq. ft. operating as the Starlight Motel currently exists on the southwestern portion of the Project Site and a small garage exists on the southeastern portion of the site. The remaining area of the Project Site is vacant. A small ‘out’ parcel of approximately 8,278¹ sq. ft. is surrounded by the Project Site addressed as 3104 Cranberry Highway (known as Hadley Boats) and is located within the front, just off-center of the Project Site and is *not* included as part of the Project Site nor the project proposal. *See Assessors Map submitted herewith.*

The southwest portion of the Project Site fronts on Cranberry Highway (Route 6 and Route 28) and the southeast portion of the Project Site fronts on Red Brook Road. A traffic island exists between the intersection of the two roadways as shown on the Existing Conditions plan (Sheet EC-1.0) of the Site Plans (described below).

Pursuant to the Town of Wareham Zoning Map, roughly three-quarters of the southern portion of the Project Site that fronts on Cranberry Highway (Route 28) and Red Brook Road is located in the Strip Commercial (CS) Zoning District and the remaining northeastern portion of the property is located in the Residence 130 (R-130) Zoning District. The Project Site is located in a Groundwater Protection Overlay (Zone II) district; however, the proposed project will be serviced by municipal sewer. The Project Site does not contain any wetlands and is not located within a local historical district *See Zoning GIS Map submitted herewith.*

The Project Site is not located within a flood zone and is not shown as located within a Natural Heritage Priority or Estimated Habitat. A Phase I Environmental Site Assessment was conducted on the Project Site by Green Environmental, Inc. and a report issued June 2017. *See Executive Summary submitted herewith.* Further Assessment as recommended in the Executive Summary will be undertaken prior to development.

¹ From Town of Wareham Assessor’s Records

Surrounding Neighborhood

Cranberry Highway (Route 28 and Route 6) to the west and east of the Project Site is a commercial highway with retail, restaurant, office, industrial uses. Red Brook Road to the immediate east of the Project Site consists of smaller-sized single family residential. The property to the north of the Project Site is open space property owned by the Onset Fire District.

PROPOSED PROJECT:

The Woodland Cove Apartments project is a planned-phased project as described below. The proposed project at complete build-out will consist of a total of one-hundred seventy-four (174) rental dwelling units within six 3-and-4-story buildings along with a Community Building, an open space area, and 260 parking spaces and related infrastructure. One hundred six (106) of the dwelling units representing 60.9% will be affordable to households earning no more than sixty percent (60%) of the Area Median Income, in accordance with applicable state regulations and guidelines. The proposed project will be serviced by municipal town water and sewer.

A Tabulation of Ground Coverage and a Residential Unit Mix for each Phase and for the proposed project in its entirety are submitted herewith.

A Traffic Impact Study prepared by McMahon and Associates, Inc. dated November 2017 is submitted herewith.

A Stormwater Report prepared by BSC Group dated January 2018 is submitted herewith

Phasing Plan:

The development of the entire project is being proposed in three Phases as shown on the Comprehensive Permit Site Plans prepared by BSC Group dated January 12, 2018 (hereinafter “Site Plans”) submitted herewith.

Phase I will consist of the Applicant², taking ownership of Lot 1 consisting of 87,056± sq. ft. as shown on the Preliminary Plan of Land of the Site Plans (Sheet SV-1.0). The development of Lot 1 will consist of the demolition of the existing garage and the construction of Building A (27 units) and Building B (36 units) with 72 parking spaces and related infrastructure. This Lot 1 would be accessed off of Red Brook Road. Additionally, as shown on Preliminary Phasing Plan for Phase 1 of the Site Plans (Sheet C-5.1) a temporary cul-de-sac is proposed to the rear of the property over Lot 3 to provide turning access to accommodate emergency vehicles. Also, an underground infiltration system is

² Prior to construction, the Applicant will likely create a single-purpose entity to develop and operate the property, which is routine for projects of this nature, and all references to “Applicant” include such future entity.

proposed to be installed on the Lot 3 property during the Phase I development. All easements necessary to accomplish the Phase I development will be executed prior to development. The existing Starlight Motel located would continue operation during Phase I of the proposed project.

Phase II will consist of the Applicant, taking ownership of Lot 2 consisting of 150,982± sq. ft. as shown on Preliminary Plan of Land of the Site Plans (Sheet SV-1.0). The development of Lot 2 will consist of the demolition of the existing Starlight Motel and the construction of Building E (36 units) and Building F (27 units) and the Community Building and Open Space area with 68 parking spaces and related infrastructure. Lot 2 will be accessed off of Cranberry Highway (Route 6 and Route 28). Additionally, as shown on Preliminary Phasing Plan for Phase 2 of the Site Plans (Sheet C-5.2) a temporary driveway over Lot 3 is proposed for site circulation to and from the Phase I development. Again, all easements necessary to accomplish the Phase I development will be executed prior to development.

Phase III will consist of the Applicant, taking ownership of Lot 3 consisting of 106,903± sq. ft. as shown on Preliminary Plan of Land of the Site Plans (Sheet SV-1.0) The development of Lot 3 will consist of the construction of Building C (24 units) and Building D (24 units) with 120 parking and related infrastructure. Lot 3 will be accessed from the developed Phase I and Phase II developments as shown on the Preliminary Phasing Plan for Phase 3 of the Site Plans (Sheet C-5.3).

Subdivision:

As shown on Preliminary Plan of Land of the Site Plans (Sheet SV-1.0), the proposed project will consist of the subdivision of the Project Site into four Lots; three of which (Lots 1, 2, & 3) are to be developed in three phases as part of the Comprehensive Permit 40B Project as described above. Lot 4 of the proposed subdivision is not included in the Comprehensive Permit 40B Project and will be retained by the present owner to be developed as an independent commercial lot. Lot 4 consists of 34,140± sq. ft. of total land area and has 213± feet of frontage and meets the lot shape factor requirement of Section 615 of the Town of Wareham Zoning Bylaw thus conforming with the lot area requirements for commercial development in the Strip Commercial (CS) Zoning District.

As part of this Application for a Comprehensive Permit, the Applicant is requesting that the Zoning Board of Appeals approve and endorse this proposed subdivision of the Project Site into four Lots and approve the Phasing Plan as presented and as shown on the Preliminary Phasing Plan of the Site Plans (Sheets C.5.0 to C.5.3).

Experience of Developer:

Dakota Partners, Inc. is a real estate development company that develops multi-family communities and for-sale projects across New England and the mid-Atlantic. Massachusetts affordable housing projects include:

Village Green, Barnstable, MA is a two-phased project of 120 apartments in four buildings includes a mix of one-, two-, and three-bedroom apartments. Phase I was completed in spring 2015 and Phase II was completed end of 2016.

Tenney Place, Haverhill, MA is a two-phased project of 144 apartments in four buildings includes a mix of one-, two-, and three-bedroom apartments. Phase I was completed in 2016 and Phase II is underway and anticipated for completed in 2018.

Whitman Woods, Tyngsborough, MA is a two-phased project of 96 apartments in four buildings includes a mix of one-, two-, and three-bedroom apartments. Phase I was completed in 2010 and Phase II was completed in early 2011.

Yarmouth Commons, South Yarmouth, MA is a 69 unit affordable rental project in three buildings consisting of a mix of one-, two-, and three-bedroom apartments. Construction is anticipated to begin in 2018.

The above projects were financed in partnership with DHCD and Massachusetts Housing Partnership, Barnstable HOME Consortium under such programs as the Low Income Housing Tax Credits, HOME, Affordable Housing Trust Fund and Housing Stabilization Fund.

A list of Development Team members and additional information on the above referenced projects is submitted herewith.

COMMUNITY IMPACT:

The proposed project will bring one hundred seventy-four (174) rental units to the community in a phased development and will help the Town of Wareham meets its annual goal of developing forty (40) rental units and would substantially assist the town in meeting its five-year goal of developing 200 rental units³. One hundred six (106) of the rental dwelling units will be affordable to households earning no more than sixty percent (60%) of the Area Median Income. Additionally, as the proposed development would add one hundred and seventy-four (174) units to the DHCD SHI list, the development of the Woodland Cove Apartments would

³ Town of Wareham, Massachusetts Housing Production Plan January 2013, Section III. Housing Needs Assessment E. Priority Housing Needs Assessment

substantially assist the Town in meeting its goal of 10%. According to the DHCD SHI list dated September 14, 2017, the town needs 224 units to meet its 10% goal.⁴


REQUESTED RELIEF FROM LOCAL BY-LAWS, RULES AND REGULATIONS:

See Requested Waivers submitted herewith.

CONCLUSION:

For all the above reasons, the Applicant respectfully submits that the relief requested should be granted and that a Comprehensive Permit should be issued as requested in the Application.

Dated: January 30, 2018

By: 
Peter L. Freeman
Freeman Law Group LLC
86 Willow Street, Suite 6
Yarmouth Port, MA 02632
Attorney for Applicant

⁴ According to the DHCD SHI list dated September 14, 2017, the Town of Wareham has 9,880 year round units, thus 988 affordable units are required to meet 10%. The Town, as of the September 14, 2017 date, has a total of 764 units. Thus, the Town needs an additional 224 units to meet the 10% goal.

TAB 2

TOWN OF WAREHAM ZONING BOARD OF APPEALS

COMPREHENSIVE PERMIT APPLICATION pursuant to M.G.L. Ch. 40B, §§ 20-23

APPLICANT: Dakota Partners, Inc.

SUBJECT PROPERTY: 3102 Cranberry Highway (Route 28 and Route 6), Wareham
Assessors Map 131, Parcel Q1

PROJECT NAME: Woodland Cove Apartments

REQUESTED WAIVERS¹

The Applicant seeks waivers from the Wareham local Bylaws, rules and regulations, as shown below.

The Applicant also requests that waivers be granted from any requirements to apply to the Town or other municipal Boards or departments, including but not limited to the Wareham Board of Health, Board of Selectmen, Historic Commission, Planning Board, Conservation Commission, Department of Public Works and Water and Sewer Department and/or Commissioners, if normally required; and the Applicant requests that the Comprehensive Permit be issued in lieu of all of the aforementioned permits, inclusively, including but not limited to the permits and approvals to connect to the municipal/Onset Water Department water and sewer system (please note that the Applicant will comply with all technical requirements related to the municipal water and sewer system).

If in the course of the hearings it is determined that there are other local by-laws, rules and regulations that would otherwise be applicable to this development that have not been requested in this application, the Applicant reserves the right to so amend the Requested Waivers.

The Applicant also requests waivers from otherwise applicable building permit and water and sewer department fees, as to the affordable units.

¹ Pursuant to 760 CMR 56.05(7), waivers are not needed from Special Permit provisions of a zoning bylaw, but only from the requirements of the underlying as of right zoning provisions.

**COMPREHENSIVE PERMIT RULES OF
THE WAREHAM ZONING BOARD OF APPEALS**

(Adopted February 8, 2006)

Section 3.01 (j). Financial information such as a pro forma is not applicable as it is in conflict with 760 CMR 56.05(6) which states that the “Board may request to review the pro forma or other financial statements for a Project only after” certain preconditions have been met. The preconditions stated therein have not been met.

Section 3.03 (b). Fees for services for legal counsel are not applicable as it is in conflict with 760 CMR 56.05(5) which states that “Legal fees for general representation of the Board or other Local Boards shall not be imposed on the Applicant”.

Section 3.40. According to 760 CMR 56.05(5) a reasonable Technical Review (or Consultant Review) fee is appropriate after the Board’s review of the application and determination. According to this Section, the Technical Review Fee required would be calculated at \$23,700 to be included with the application submission. The applicant seeks a waiver from this initial fee of \$23,700 to be paid at the time of submission of the application until the Boards first hearing on the matter wherein an appropriately reasonable fee can be discussed. The Applicant is submitted initial payment of \$5,000 as a reasonable initial deposit for Technical Review.

Section 3.5. This Section states that “no application shall be “duly submitted” in accordance with the General Laws of Massachusetts until such time as all information required in *Paragraphs 1-12 below* (Complete Application Packet) has been received by the Board of Appeals . . .” (*emphasis added*). However, no *Paragraphs 1-12 below* were included in the Comprehensive Permit Rules of the Wareham Zoning Board of Appeals. After inquiring to the Director of Community and Planning Department, a “Comprehensive Checklist” consisting of 16 items was provided. Applicant states the following and requests waivers to the extent necessary from the following checklist items.

8. Documentation in regard to 760 CMR 31.01. 760 CMR 31.00 is outdated reference and this regulation is no longer in effect. So it is unknown as to what is being sought with regards to “760 CMR 31.01.”

10. Pro Forma displaying sources and uses and income stream. As stated above in waiver request from Section 3.01(j), Financial information such as a pro forma is not applicable as it is in conflict with 760 CMR 56.05(6) which states that the “Board may request to review the pro forma or other financial statements for a Project only after” certain preconditions have been met. Those preconditions stated therein have not been met.

11. List of financial interest or ownership. It is unknown as to what specifically this requirement pertains to. If it refers to site control for the subject property, the applicant has

submitted documentation establishing site control. If it refers to other financial interest or ownership interest of other property or assets, then as stated above in waiver request from Section 3.01(j), financial information such as a pro forma is not applicable as it is in conflict with 760 CMR 56.05(6) which states that the “Board may request to review the pro forma or other financial statements for a Project only after” certain preconditions have been met. Those preconditions stated therein have not been met.

14 (b). Legal counsel fee. As stated above in waiver request from Section 3.03(b), fees for services for legal counsel is not applicable as it is in conflict with 760 CMR 56.05(5) which states that “Legal fees for general representation of the Board or other Local Boards shall not be imposed on the Applicant”.

15. Technical review Fee. As stated above in waiver request from Section 3.40, According to 760 CMR 56.05(5) a reasonable Technical Review (or Consultant Review) fee is appropriate after the Board’s review of the application and determination. According to this Section, the Technical Review Fee required would be calculated at \$23,700 to be included with the application submission. The applicant seeks a waiver from this initial fee of \$23,700 to be paid at the time of submission of the application until the Boards first hearing on the matter wherein an appropriately reasonable fee can be discussed. The Applicant is submitted initial payment of \$5,000 as a reasonable initial deposit for Technical Review.

16. Construction Review Fee (Town Engineer). It is unknown what this “Construction Review Fee” relates to; however, as stated above in waiver request from Section 3.40, According to 760 CMR 56.05(5) a reasonable Technical Review (or Consultant Review) fee is appropriate after the Board’s review of the application and determination but such fee is for *outside* consultants, not Town staff. This regulations states that “If, after receiving an application, the Board determines that in order to review that application it requires technical advice in such areas as civil engineering, transportation, environmental resources, design review of buildings and site . . . , it may employ *outside consultants*” (*emphasis added*). Thus, for a municipal employee is not appropriate.

Additionally, pursuant to Instructions for Application for Special Permit/Variance Wareham Board of Appeals Section 1.H. states that “The hearing date notification will be provided by the Zoning Board Clerk to the applicant via email. Notifications to abutters are to be completed by the applicant.

This is not the proper legal practice. As stated in the Massachusetts Zoning Manual, “The petitioner’s attorney must be careful not to infringe on the responsibility of the municipal board to mail notice to ‘parties in interest.’ *Planning Bd. of Peabody v. Bd. of Appeals of Peabody*, 358 Mass. 81, 83 (1970) (notice mailed by petitioner’s attorney); *Kane v. Bd. of Appeals of Medford*, 273 Mass. 97, 102–03 (1930) (the fact that the notice list was prepared by the petitioner and that

notice was actually mailed by the petitioner was one of several grounds upon which the court relied to annul the zoning relief granted); *Kramer v. Zoning Bd. of Appeals of Somerville*, 65 Mass. App. Ct. 186, 190 (2005) (“notice must be provided by the board or its agent, and the task of providing it cannot be delegated to the interested petitioner”). Although the petitioner’s attorney might assist the PGA or SPGA by preparing mailing labels and submitting a proposed list of ‘parties in interest,’ the PGA or SPGA must itself ensure that the list of parties in interest is complete, that the mailing labels are accurate, and that the envelopes contain the proper notice. The PGA or SPGA or its clerk should also deposit the envelopes in the mail.”

ZONING BYLAW
TOWN OF WAREHAM
(revised October, 2016)

Pursuant to the Town of Wareham Zoning Map, roughly three-quarters of the southern portion of the Project Site that fronts on Cranberry Highway (Route 28) and Red Brook Road is located in the Strip Commercial (CS) Zoning District and the remaining northeastern portion of the property is located in the Residence 130 (R-130) Zoning District as shown on the Town of Wareham Zoning Map dated August 14, 2017. The Project Site is located in a Groundwater Protection Overlay (Zone II) District; however the proposed project will be serviced by municipal sewer. The Project Site does not contain any wetlands and is not located within a local historical district.

The development of the entire project is being proposed in three Phases as shown on the Comprehensive Permit Site Plans prepared by BSC Group dated January 12, 2018 (hereinafter “Site Plans”) submitted herewith.

Note that pursuant to 760 CMR 56.05(7), waivers are not needed from special permit provisions of a zoning bylaw, but only from the requirements of the underlying as of right zoning provisions.

Article 3: Use Regulations

Section 311 – Permitted Uses

Applicant requests a waiver from the requirement that only those uses as allowed in Section 320 may be permitted by right in the district for which it is specified.

Applicant requests this waiver for each Phase individually and for the total development.

Section 320 and 321– Table of Principal Use Regulations

Applicant requests a waiver from the requirement of conformance to the Table of Principal Use Regulations as follows:

Residential uses

- 5+ family dwelling in new structure not permitted as of right in the R130 Zoning District

- 5+ family dwelling in new structure not permitted as of right in the CS Zoning District
The proposed project consists of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building in the R130 and CS Zoning District to be developed in three Phases to be permitted under a Comprehensive Permit.

Phase I – Sixty-three (63) dwelling units in two buildings on Lot 1

Phase II - Sixty-three (63) dwelling units in two buildings on Lot 2 (plus a community building)

Phase III – Forty-eight (48) dwelling units in two buildings on Lot 3

Applicant requests this waiver for each Phase individually and for the total development.

Section 354 – Table of Principal Use Regulations

Applicant requests a waiver from the requirement that in a 5 or more family dwelling unit building, each dwelling unit shall contain a minimum of 650 square feet of livable floor space, exclusive of closets and bathrooms.

As shown on the Residential Unit Mix, some of the one bedroom units in the development are listed as 702 gsf. Therefore some of them may be less than “650 square feet of livable floor space, exclusive of closets and bathrooms.” Thus, applicant request a waiver from this requirement to the extent necessary.

Article 4: Overlay Districts

Section 440 Groundwater Protection Overlay District

Section 442 – Permitted Uses

Section 442.1

Applicant requests a waiver from the requirement that a permitted use in the groundwater protection overlay district is a use that is permitted in the underlying zoning district.

The proposed project consists of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building and related infrastructure in the R130 and CS Zoning District which as stated above in waiver request from Section 320, this use is not a permitted use in the underlying zoning districts.

Applicant requests this waiver for each Phase individually and for the total development.

Section 442.1(B.) and 443.1

Section 442.1(B) allows any permitted use in the underlying district provided that that maximum lot coverage of the total ground area by all structures, paved areas, and other impervious surfaces does not exceed 15 percent or 2,500 square feet, whichever is greater.

Section 443.1 allows by Special Permit from the Board of Appeals any permitted use under Section 442.1, which exceeds the maximum lot coverage permitted under Section 442.1, provided that the lot coverage does not exceed the maximum permitted in the underlying district, and provided that mitigation for excess runoff is provided.

Note that the Maximum Impervious Surface for the zoning districts are:

CS – 65%

R130 – No Regulation

Applicant requests a waiver from these two sections to the extent necessary to construct the project consisting of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building and related infrastructure in the R130 and CS Zoning District (as stated above in waiver request from Section 320, this use is not a permitted use in the underlying zoning districts). Applicant also requests a waiver from any requirement of obtaining a Special Permit.

Applicant seeks a waiver to lot coverages as follows:

Lot 1 / Phase I – 63.0 %

Lot 2 / Phase II – 38.3 %

Lots 1 & 2 / Phases I & II – 47.4 %

Lot 3 / Phase III – 62.3 %

Total Development: 52.0 %

Thus, all Lots and Phases and the Total Development are proposed to be less than the 65% maximum impervious surface as allowed in the CS zoning district.

See Tabulation of Ground Coverage submitted with this application

Article 6: Density and Dimensional Regulations

Section 611 – Lot Area, Frontage, Setback and Height Requirement

Applicant requests a waiver from the requirement that all principal and accessory buildings shall be subject to the requirements outlined in Section 620, in its entirety.

The proposed project consists of the construction of six multi-family buildings along with a Community Building in three Phases (Phase I, Phase II, and Phase III) in the R130 and CS Zoning District to be permitted under a Comprehensive Permit. Lot Area, Frontage, Setback and Height Requirements shall be as shown on Site Plans submitted with this application. Additionally, see waiver request from Sections 620, 621, and 623 as listed below.

Applicant requests this waiver for each Phase individually and for the total development as necessary pursuant to the Lot Area, Frontage, Setback and Height Requirement as shown on the Site Plans.

Section 613 – One Principal Residential Building Per Lot

Applicant requests a waiver from the requirement that not more than one principal residential building with accessory structures having a residential use allowed in the respective district shall be erected, placed or converted on any lot.

The proposed project consists of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building in the R130 and CS Zoning District to be developed in three Phases to be permitted under a Comprehensive Permit.

Phase I located on Lot 1 – Sixty-three (63) dwelling units in two buildings primarily located in the CS zoning district with a small portion of the rear lot line located in the R130 zoning district.

Phase II located on Lot 2 - Sixty-three (63) dwelling units in two buildings on Lot 2, (plus a community building) located in the CS zoning district with a very small triangular portion of the rear lot line located in the R130 zoning district.

Note: At the completion of Phase II, the project will include Phase I and Phase II consisting of 126 dwelling units (plus a community building) in four buildings located on Lots 1 and 2.

Phase III located on Lot 3– Forty-eight (48) dwelling units in two buildings on Lot 3 primarily located in the R130 zoning district with a triangular portion of front west lot line located in the CS zoning district.

Total Development of all three Phases: 174 dwelling units in six buildings (plus a community building) in the CS (front portion) and R130 (rear portion) zoning districts.

Applicant requests this waiver for each Phase individually and for the total development.

Section 615 – Lot Shape Factor

Applicant requests a waiver from the requirement that all lots created for building purposes after the effective date of the By-Law shall be shaped so that they contain within the buildable upland area a circle of a diameter, not less than the frontage requirement of the zoning district within which the lot is located.

CS for “Other Residential Use” Lot Frontage Requirement is 250 feet
RS-130 for “Other Residential Use” is listed as “use not allowed” (NA)

Applicant requests a waiver from this Lot Shape requirement for Lot 1 / Phase I located primarily in the CS zoning district.

Section 620 – Table of Dimensional Regulations

Applicant requests a waiver from the requirement of minimum and maximum lot and building dimensions shall be as specified in the following tables, specifically Section 621 Residential Districts table, zoning district R-130 and Section 623 Commercial Districts table as follows:

Section 621- Residential Districts – R-130

Note that in the RS130 zoning district, “Other Residential Use” the requirements as provided for in this Section 621 is listed as “use not allowed” (NA) except as to maximum building coverage with is listed as “no regulation” (NR). Thus, applicant seeks a waiver from this section of the bylaw to any extent necessary to provide for the waivers requested below in Section 623 – Commercial Districts – CS.

Section 623- Commercial Districts – CS

Applicant requests a waiver from the requirement of minimum and maximum lot and building dimensions for “Other Residential Use”, as stated below:

Minimum Frontage requirement of 250 feet:

Lot 1 / Phase I – 100 feet

Lot 2 / Phase II – 149 feet

Lot 1 & 2 / Phase I & II – 249 feet

Lot 3 / Phase III – 0 feet*

*Lot 3 as shown on the Site Plan has zero frontage. However, after Phase I and Phase II have been completed, Lot 3 will have access from both Lot 1 and Lot 2 as shown on the Site Plan for a total frontage of 249 feet.

Minimum Front Setback of 30 feet:

Lot 3 / Phase III – 10 feet*

*Lot 3 as shown on the Site Plan has zero frontage and thus no true front lot line. This 10 foot setback is determined from the southern lot line.

Minimum Side/Read Setback of 20 feet:

Lot 1 / Phase I – 19 feet (rear)

Maximum Height of 40 feet:

Lot 1 / Phase I – 44 feet

Lot 2 / Phase II – 44 feet

Distance from Residential of 40 feet:

Applicant seeks a waiver from this dimensional requirement to the extent necessary to construct the proposed project consisting of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building in the R130 and CS Zoning District to be developed in three Phases to be permitted under a Comprehensive Permit.

From the requirement as listed and from the zoning bylaw itself, it is difficult to ascertain what “distance to a residential” means; it is assumed that this requirement is a minimal distance of 40 feet from a building to an abutting residential lot line.

However, that is not accurate, the Applicant requests any waiver necessary from this requirement to construct the proposed development as shown on the Site Plans.

The minimal distance of 40 feet from a building to an abutting residential lot line:

Lot 1 / Phase I – Building B – 25 feet from abutting R130

Lot 3 / Phase III – Building C – 25 feet from abutting R130

Lot 3 / Phase III – Building D – 39 feet from abutting R130

Existing hotel: The existing hotel of approximately 15 units will remain operational during the construction of Phase I development. The existing hotel is located in the CS zoning district as a “nonresidential use-motel” and is currently pre-existing non-conforming to the dimensional requirements as follows (no alterations or extensions or additions are proposed):

Minimum Front Setback: Requirement is 50 feet (per footnote b) - the existing non-conforming setback is 20± feet.

Minimum Side/Rear Setback: Requirement is 10 feet – the existing non-conforming setback is 11.8 feet on the east side and 11.5 feet on the west side.

Additionally:

Minimum Frontage: Requirement is 150 feet for a nonresidential use. The existing frontage on that portion of the lot between the west property line and the east property line abutting the 3104 Cranberry Highway lot (the “Hadley Boat” lot) is currently 149.52.

The applicant is requesting a waiver from the frontage requirement for this Lot 2 as to the 40B affordable housing project as referenced above. The applicant is also seeking a waiver from the requirement of a minimum frontage of 150 feet as it applies to the nonresidential motel commercial use, to the extent necessary, to allow for the continued operation of the motel until the Phase II construction begins and the motel is demolished.

Section 625 – Accessory Buildings

Applicant requests a waiver from the requirement as stated in footnote A. that an Accessory Building have a minimum front setback equal to or greater than the existing principal building’s front setback in a Commercial District. The proposed project to be permitted under a Comprehensive Permit includes a Community Building in Phase II. The principal residential building of Phase II being Building “F” is located 113 feet from the front lot line.

The Community Building as shown is set back 153 feet from the road (located behind the proposed commercial Lot 4 and the Hadley Boat lot) and approximately 13 feet from the proposed Lot 4 lot line.

Article 7: Design Standards and Guidelines

Section 760 – Design Standards and Guidelines for Commercial Districts (Sections 760 through and inclusive of Section 765)

Applicant requests a waiver from the applicability of this section of the bylaw in its entirety (*Section 760 through and inclusive of Section 765*) to the extent necessary to construct the proposed project consisting of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building and related infrastructure in the CS Commercial Zoning District (*and the R130 zoning district*) to be developed in three Phases to be permitted under a Comprehensive Permit. Applicant requests this waiver for each Phase individually and for the total development.

Without limiting the generality of the foregoing, the Applicant requests a waiver from the following specific requirement of this section of the zoning bylaw.

Section 763 – Landscape Design Standards

Section 763.1 – Applicant requests a waiver from the requirement of planting one tree for every 10 cars within parking lot aisles which would require a total of 26 trees to be planted. Applicant is proposing a total of 21 trees in dedicated islands for the three Phases as follows:

Lot 1 / Phase I – Seven trees required – three proposed

Lot 2 / Phase II – Seven trees required – six proposed

Lot 1 & 2 / Phase I & II – Fourteen trees required – nine proposed

Lot 3 / Phase III – Twelve trees required – twelve proposed

Total Development: Twenty-Six required – twenty-one proposed

Applicant requests this waiver for each Phase individually and for the total development.

Section 763.4 – Applicant requests a waiver from the requirement of a landscaped buffer zone of 15 feet to be provided along the front street line. Applicant requests this waiver for each Phase individually and for the total development.

Section 764 – Architectural Design Guidelines

Applicant requests a waiver from the applicability of this section of the bylaw in its entirety to the extent necessary to construct the proposed project consisting of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building and related infrastructure to be developed in three Phases as shown on the Comprehensive Permit Plans (“Site Plans”) and the Architectural Floor Plans and Elevations to be permitted under a Comprehensive Permit. Applicant requests this waiver for each Phase individually and for the total development.

Article 8: Alternative Residential Site Development

Section 820 – Multiple Family and Apartment Dwellings

Section 822 – General Provisions

Applicant requests a waiver from the requirement that multiple family or apartment dwelling development shall comply with the provisions of this section. The proposed project consisting of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building and related infrastructure in the CS Commercial Zoning District and the R130 zoning district to be developed in three Phases to be permitted under a Comprehensive Permit. Applicant requests this waiver for each Phase individually and for the total development.

Section 823 – Development Standards General

Applicant requests a waiver from the requirement that each dwelling unit in a multiple family or apartment dwelling shall contain a minimum of 650 square feet of livable floor area, exclusive of closets and bathrooms.

As shown on the Residential Unit Mix, some of the one bedroom units in the development are listed as 702 gsf. Therefore some of them may be less than “650 square feet of livable floor space, exclusive of closets and bathrooms.” Thus, applicant request a waiver from this requirement to the extent necessary.

Section 824 – Development Standards -MR-30 and Commercial Districts

Section 824.1

Application request a waiver from the requirement that the minimum lot area for multiple family dwellings or apartments shall be five acres. The proposed project consists of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building in the R130 and CS Zoning District to be developed in three Phases to be permitted under a Comprehensive Permit; which each Phase located on its own separate lot with lot areas as follows:

Phase	Lot	Acreage
Phase I	Lot 1	87,056 sq. ft.
Phase II	Lot 2	150,982 sq. ft.
Phase III	Lot 3	106,903 sq. ft.

Applicant requests this waiver for each Phase individually and for the total development.

Section 824.3

Application request a waiver from the requirement that the number of dwellings or apartments shall not exceed the number of dwellings that would be allowed for a conventional single-family residential development.

Phase	Lot	Zoning District	Single-family Minimum Lot Area	Proposed Lot Area sq. ft.	No. of Units Allowed	No. of Units Proposed
Phase I	Lot 1	CS	30,000 ¹	87,056	2.9	63
Phase II	Lot 2	CS	30,000	150,982	5.0	63
<i>Phases I & II</i>	<i>Lots 1 & 2</i>	<i>CS</i>	<i>30,000</i>	<i>238,038</i>	<i>7.9</i>	<i>126</i>
Phase III	Lot 3	R130	130,000	106,903	.82	48
Total Development				344,941	6.62	174

¹ Lot 1 is mostly in CS zoning district but a portion of Building B is located in the R130 zoning district

Section 824.5

Application request a waiver from the requirement of screening and buffers between the development and adjacent properties per the dimensional requirements as set forth in this section. Applicant requests this waiver for each Phase individually and for the total development.

Section 824.6

Application request a waiver from the requirement that the total number of apartment dwelling units to be developed at one time or in any successive stages exceeds 12 dwelling units, the development shall include an outdoor recreation area with at least 500 square feet per unit for each two bedroom unit plus 1,000 square feet per unit for each unit of three or more bedrooms. Applicant requests waiver as follows.

Phase	Lot	# of 2 bed units (500 s.f. per unit)	# of 3 bed units (1,000 s.f. per unit)	Required Outdoor Recreation Area	Proposed Outdoor Recreation Area
I	Lot 1	45	7	29,500	0
II	Lot 2	45	7	29,500	50,000 appx.
<i>I & II</i>	<i>Lots 1 & 2</i>	90	14	59,000	50,000 appx.
III	Lot 3	32	6	22,000	0
Total Development		122	20	81,000	50,000 appx.

Applicant requests this waiver for each Phase individually and for the total development.

Section 824 – Application Submittals

Applicant requests a waiver from the requirement of submitting plans to the Planning Board for multifamily development. The proposed project is being permitted under a Comprehensive Permit and the Zoning Board of Appeals stands in the shoes of the Planning Board.

Article 9: Parking

Section 920 – Number of Parking Spaces Required

Section 921 – Table of Parking Regulations

Applicant requests a waiver from requirement of the minimum parking spaces as follows:

Phase	Lot	# of 1 bed units (1.5 spaces per unit)	# of 2 or more bed units (2 spaces per dwelling unit)	Total Required Spaces	Proposed Required Spaces
I	Lot 1	11	52	122	72
II	Lot 2	11	52	122	68
<i>I & II</i>	<i>Lots 1 & 2</i>	22	104	244	140
III	Lot 3	10	38	91	120
Total Development		32	142	332	260

Applicant requests this waiver for each Phase individually and for the total development.

Section 930 – Design

Section 933 – Parking Space Dimensions

Section 933.1

Applicant requests a waiver from the requirement that in parking areas containing twenty spaces or more, up to twenty (20%) percent of the spaces may be not less than eight (8) feet wide and fifteen (15) feet in length provided they shall be conspicuously marked for compact cars only as follows:

Lot/ Phase	Total Spaces	Compact Spaces	Percentage of Compact Spaces	Waiver
1	72	0	0%	no waiver req.
2	68	33	48.5%	<i>waiver req.</i>
1 & 2	140	33	23.6%	<i>waiver req.</i>
3	120	8	6.7%	no waiver req.
1 & 2 & 3	260	41	15.8%	no waiver required

Thus, as shown in the chart above, Applicant requests a waiver from this requirement for Lot 2, Phase II and the combined parking spaces at the completion of Lot 1, Phase I and Lot 2, Phase II.

Article 10: Landscaping

Section 1020 – Applicability (Section 1020 through and inclusive of Section 1070)

Applicant requests a waiver from the applicability of this section of the bylaw (*Section 1020 through and inclusive of Section 1070*) in its entirety to the extent necessary to construct the

proposed project consisting of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building and related infrastructure to be developed in three Phases as shown on the Site Plans and specifically the Overall Planting Plan, Sheets L-1.0, L-1.1, and L-1.2.

Applicant requests this waiver for each Phase individually and for the total development.

Article 11: Signs

Applicant requests a waiver from the applicability of this section of the bylaw in its entirety to allow for the construction and placement of signs to be determined and approved by the Zoning Board of Appeals. Applicant will provide Sign proposals in the course of the hearings.

Article 12: Performance Standards

Section 1201 – Land Clearing and Grading

Section 1204 – Applicability

Applicant requests a waiver from the applicability of this Section of the bylaw to the requirement that no person shall under take clearing or grading activities of an area greater than 50,000 square feet, without first obtaining a Site Alteration Special Permit from the Planning Board.

The proposed project consists of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building and related infrastructure in the R130 and CS Zoning District to be developed in three Phases to be permitted under a Comprehensive Permit.

Applicant requests this waiver for each Phase individually and for the total development.

Section 1230 – Analysis of Development Impact: Impacts on Traffic and Circulation

Section 1232 – Applicability

Applicant requests a waiver from the applicability of this Section of the bylaw in its entirety (Section 1230 through and including 1234) and to the requirement that the construction of the project parking spaces shall conform to the Levels of Service and Mitigation standards contained in said sections.

The proposed project consists of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building and related infrastructure in the R130 and CS Zoning District to be developed in three Phases to be permitted under a Comprehensive Permit.

A Traffic Impact Study has been prepared by McMahon Transportation Engineers & Planners dated November 2017 and has been submitted to the Zoning Board of Appeals.

Applicant requests this waiver for each Phase individually and for the total development.

Section 1240 – Analysis of Development Impact: Lighting

Applicant requests a waiver from the applicability of this Section of the bylaw in its entirety (Section 1240 through and including 1254).

The proposed project consists of one hundred seventy-four (174) multi-family dwelling units located within six buildings along with a Community Building and related infrastructure in the R130 and CS Zoning District to be developed in three Phases to be permitted under a Comprehensive Permit. Lighting Plan is shown on Site Plans specifically the Overall Photometrics Plan, Sheets C-7.0, C-7.1, and C-7.2.

Applicant requests this waiver for each Phase individually and for the total development.

Article 15: Site Plan Review

Section 1520 – Applicability

Applicant requests a waiver from the applicability of Site Plan Review. Under Chapter 40B, the Zoning Board of Appeals sits in lieu of all other local boards and departments, and all such boards and departments in any event shall have the opportunity to provide comments and suggestions to the Zoning Board of Appeals.

Applicant requests this waiver for each Phase individually and for the total development.

RULES & REGULATIONS GOVERNING THE SUBDIVISION OF LAND **TOWN OF WAREHAM, MASSACHUSETTS** **PLANNING BOARD**

(March 2013, Originally Adopted March 4, 1977)

Applicant requests a waiver from the Town of Wareham's Rules & Regulations Governing the Subdivision of Land and as to the requirement of submitting an application for a subdivision plan to the Planning Board for approval and from waivers from the Rules and Regulations to the extent necessary to construction the proposed project. Applicant is requesting that the Zoning Board of Appeals approve and endorse the proposed subdivision through the Comprehensive Permit process.

BOARD OF WATER AND SEWER COMMISSIONERS, **WATER DEPARTMENT AND SEWER DEPARTMENT**

The Applicant requests that any permits or approvals required to connect to the municipal sewer system and the municipal water system be granted by the Zoning Board of Appeals as part of the Comprehensive, and that any requirement to apply to the Board of Water and Sewer Commissioners, the Water Department, including the Onset Water Department, and the Sewer Department (or any other board or commission related to the sewer system or water system) be waived.

Likewise, waivers are requested from any bylaws, rules or regulations related to the foregoing, other than technical engineering matters for the design and construction of the sewer lines and water system for the project.

BY-LAWS OF THE TOWN OF WAREHAM

(Revised: April 25, 2016)

Division IV

Article II – Street Regulations Governing Construction Rules and Regulations for Construction within the Streets under Jurisdiction of the Town of Wareham Permits

Sections 1

Applicant requests a waiver from requirement of obtaining a permit from the Board of Selectmen for construction within the street layouts of the Town of Wareham and request any permits or approvals required for construction within the street layouts be granted by the Zoning Board of Appeals.

Additionally, waivers are requested from any bylaws, rules or regulations related to the construction within the street layouts, other than technical engineering matters for the design and construction of same, for the project.

Division V – Rules and Regulations relating to the use of Public and Private Sewers and Drains

Article II – Use of Public Sewers Required

Section 2. Sewer Construction in New Developments:

3. Applicant requests a waiver from the requirement that the design of any proposed sewer construction must be approved by the Commissioners prior to issuance of a permit.

Article III – Building Sewers and Connections

Section 1. Applicant requests a waiver from the requirement of obtaining a written permit from the Commissioners for any connections with or opening into, use, alteration or disturbance of any public sewer or appurtenance.

Section 2. Applicant requests a waiver from the requirement of submitting an application for a residential service to the Commissioners.

Regarding the above requested waivers from Division V Articles, the applicant is simply requesting a waiver from the necessity of applying to the Commissions for the approval of construction and maintenance of the sewer design. Please note that the Applicant will comply with all technical requirements related to the municipal sewer system.

Division VI

Article I - Wareham Wetland Protection By-Law

Located to the southwest property line, there is an existing catchment area for state highway drainage. This catchment area is not believed to be a wetland resource area under the State Wetlands Protection Act or under the Town of Wareham's Wetland Protection By-Law.

However, if it is later determined that this catchment area is considered a wetland resource area under the local Wareham Wetland Protection By-Law, the Applicant requests a waiver from the applicability of this By-Law and to the requirement of filing an application a permit or approval from the Town of Wareham Conservation Commission. Likewise, if this catchment area is later determined to be a wetland resource area under the State Wetlands Protection Act, applicant will conform to the requirements of the Act and will file a Notice of Intent with the Town of Wareham Conservation Commission as necessary.

TAB 3



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Komegay, Undersecretary

January 19, 2018

Mr. Stephen Kominski
Dakota Partners, Inc.
1264 Main Street
Waltham, MA 02451

RE: Woodland Cove Apartments, Wareham

Dear Mr. Kominski:

We are pleased to inform you that your application for project eligibility determination for the proposed Woodland Cove Apartments project located in Wareham, Massachusetts, has been approved under the Low Income Housing Tax Credit (LIHTC) program. The property is located at 3102 Cranberry Highway, Wareham, Massachusetts. This approval indicates that the proposed plan is for 174 units, 106 of which will be affordable (60.9%) at no more than 60% of area median income. The proposed development will consist of 32 one-bedroom units, 122 two-bedroom units, and 20 three-bedroom units, and the rental structure as described in the application is generally consistent with the standards for affordable housing to be included in the community's Chapter 40B affordable housing stock. This approval does not constitute a guarantee that LIHTC funds will be allocated to the Woodland Cove Apartments project. It does create a presumption of fundability under 760CMR 56.04, and permits Dakota Partners to apply to the Wareham Zoning Board of Appeals for a comprehensive permit. The sponsor should note that a One Stop submission for funding for this project must conform to all Department of Housing and Community Development (DHCD) program limits and requirements in effect at the time of submission.

As part of the review process, DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Low Income Housing Tax Credit program.
2. DHCD has performed an on-site inspection of the proposed Woodland Cove project and has determined that the proposed site is an appropriate location for the project.
3. The proposed housing design is appropriate for the site.
4. The proposed project appears financially feasible in the context of the Wareham housing market.
5. The initial proforma for the project appears financially feasible and consistent with the requirements for cost examination and limitations on profits on the basis of estimated development

and operating costs. Please note again that a One Stop submission for funding for this project must conform to all DHCD program limits and requirements in effect at the time of submission.

6. A third-party appraisal has been commissioned. The Low-Income Housing Tax Credit Program Guidelines state that the allowable acquisition value of a site with a comprehensive permit must be equal to or less than the value under pre-existing zoning, plus reasonable carrying costs.
7. Dakota Partners is a for-profit organization, and meets the general eligibility standards of the Low Income Housing Tax Credit program.
8. The applicant controls the site.
9. DHCD received specific comments on the application from the Town of Wareham. They include plan detail questions, architectural design suggestions, storm water and fire access comments, and public safety concerns. They are attached. We expect that any valid Local Concern as that term is defined under 760 CMR 56.02 will be addressed at the local level during the permitting process.

The proposed Dakota Partners project will have to comply with all state and local codes not specifically exempted by a comprehensive permit. In applying for a comprehensive permit, the project sponsor should identify all aspects of the proposal that will not comply with local requirements.

If a comprehensive permit is granted, construction of this project may not commence without DHCD's issuance of Final Approval pursuant to 760 CMR 56.04 (7) and an award of LIHTC funds. This project eligibility determination letter is not transferable to any other project sponsor or housing program without the express written consent of DHCD. When construction is complete, a Chapter 40B cost certification and an executed and recorded 40B Regulatory Agreement in compliance with DHCD's requirements pertaining to Chapter 40B must be submitted and approved by DHCD prior to the release of a Low-Income Housing Tax Credit Form 8609.

This letter shall expire two years from this date, or on January 19, 2020, unless a comprehensive permit has been issued.

We congratulate you on your efforts to work with the Town of Wareham to increase its supply of affordable housing.

Sincerely,



Catherine Racer
Associate Director

Cc: Peter Teitelbaum, Chairman, Board of Selectmen, Town of Wareham



TOWN OF WAREHAM

54 Marion Road
Wareham, MA 02571
508-291-3100, Ext. 3101

Received

JUN 19 2017

Board of Selectmen

Peter W. Teitelbaum, Chairman
Alan H. Slavin, Clerk
Patrick G. Tropeano
Judith Whiteside
Anthony R. Scarsciotti, Jr.

Division of Housing Development

Via certified: 7016 2140 0001 0946 2748

June 15, 2017

Rebecca Frawley Wachtel
Director HOME
Department of Housing and Community Development
100 Cambridge Street
Suite 300
Boston, MA 02114

Re: Woodland Cove 40B Proposal/ Project Eligibility Review

Dear Ms. Frawley Wachtel

I write on behalf of the people and the Board of Selectmen of the Town of Wareham Board in relation to the above-referenced affordable housing development project. Please be advised that the Town cannot support this proposal, for the following reasons:

- a) as proposed, the 174 unit project size with most of the units containing multiple bedrooms is simply too large for our town of approximately 22,000 residents to absorb. Furthermore, the proposed buildout of all units within two or three years is too much and too fast for our Town to reasonably accommodate and sustain within our limited public safety, educational and social services resources;
- b) the Town's history with projects greater than 30 units has been substantially negative, with such projects creating additional and unsustainable drains on police, emergency medical services, school resources and fire and water districts;
- c) the Town has carefully hoarded sewer capacity in the hope that remaining capacity can be used to support desperately needed business development and job creation, which capacity would be devoured by a project of this size;

- d) the proposed buildout of 174 units within two or three years is too much and too fast for our Town to reasonably accommodate and sustain within our limited public safety, educational and social services resources;
- e) despite the developer's consideration of resident preference in leasing the proposed units, there is no guarantee units won't be filled by non-residents, and, in fact, the history of other large developments shows that most such new units are filled by non-residents;
- f) typically such large developments are substantially filled by people from cities, where they have become accustomed to social services, readily available public transportation and other resources that are simply not available here in Wareham to the same extent, thus making daily life very challenging for them;
- g) although the Town government is committed to future economic growth and jobs creation, at present we do not have sufficient unfilled jobs to support even the proposed workforce component of the proposed development, and jobs must be available first to break the cycle of poverty for any new residents;
- h) to the extent that any additional housing in Wareham would be needed in the future, workforce housing is not a majority of the proposed units;
- i) the project as proposed would import several hundred new residents whose arrival would severely impact schools, police, EMS, Sewer capacity and fire districts, all public services that we are already severely challenged to provide and sustain due to low land values and resultant low taxation of property;
- j) the proposed location is directly at an already congested intersection whose redesign by MassHighway as part of the Cranberry Highway Improvement Project, with reconstruction scheduled to begin soon, did not include the massive additional amounts of traffic the proposed project would generate;
- k) Cranberry Highway itself is an already very busy and dangerous road, particularly in the summer, and having hundreds of additional vehicles entering and exiting this already congested roadway will likely lead to traffic gridlock and additional deadly accidents;
- l) the proposed project is near an existing neighborhood of several hundred residents whose lives would be dramatically impacted by the size of the development;
- m) the abutting neighborhood at issue was originally developed as a summer community that has transitioned into year-round use, with few upgrades to original sewer, water, gas and electric infrastructure that is already stressed due to year-round use, which would deteriorate even more rapidly should this project go forward at its proposed size;
- n) housing in Wareham is already affordable, as we have single-family homes available for less than \$100,000 as well as over 1,100 highly affordable mobile homes; and

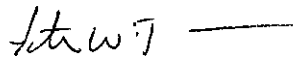
o) although Wareham's housing stock is presently approximately 7.7% affordable and thus we have not yet met our 10% affordable quota pursuant to G.L. c.40B, we are much closer to it than most other local municipalities, as for almost 50 years we have seen significant affordable housing development occur and over that time have sustained the burdens associated with accepting thousands of new non-residents facing significant socio-economic challenges.

This list of reasons in opposition to the proposed project was developed from lengthy consideration of the proposed housing development by the Wareham Board of Selectmen, Town Administration, and most importantly comments received from our citizenry, whether via email, social media commentary or direct commentary to the Board of Selectmen. To date, we have not received any direct formal commentary supporting this project.

Furthermore, the Wareham Board of Selectmen and Town Administration are unwilling to commit any public funding, whether via Community Preservation funds or other means, to support the proposed project.

In closing, thank you for considering our commentary, and, as you review the project within the Department of Housing and Community Development, we hope that you will honor and respect the overwhelming opposition to this project within the Town of Wareham by not offering state funding support.

Very truly yours,



Peter W. Teitelbaum, Esq.
Chairman, Wareham Board of Selectmen

cc: Sen. Marc Pacheco
Rep. Susan Williams Gifford
Chrystal Kornegay, Undersecretary, Office of Housing and Community Development
Chief Ray Goodwin, Onset Fire Dept.
Chief Robert McDuffy, Wareham Fire Dist.
Wareham Board of Selectmen
Derek Sullivan, Town Administrator

Department of Housing and Community Development
Chapter 40B Subsidized Housing Inventory (SHI)
as of September 14, 2017

Community	2010 Census Year Round Housing Units	Total Development Units	SHI Units	%
Abington	6,364	518	485	7.6%
Acton	8,475	1,144	568	6.7%
Acushnet	4,097	127	97	2.4%
Adams	4,337	321	321	7.4%
Agawam	12,090	556	505	4.2%
Alford	231	0	0	0.0%
Amesbury	7,041	898	738	10.5%
Amherst	9,621	1,130	1,083	11.3%
Andover	12,324	2,000	1,637	13.3%
Aquinnah	158	41	41	25.9%
Arlington	19,881	1,429	1,121	5.6%
Ashburnham	2,272	144	29	1.3%
Ashby	1,150	0	0	0.0%
Ashfield	793	2	2	0.3%
Ashland	6,581	514	410	6.2%
Athol	5,148	310	310	6.0%
Attleboro	17,978	1,155	1,155	6.4%
Auburn	6,808	251	251	3.7%
Avon	1,763	70	70	4.0%
Ayer	3,440	454	299	8.7%
Barnstable	20,550	1,763	1,462	7.1%
Barre	2,164	83	83	3.8%
Becket	838	0	0	0.0%
Bedford	5,322	1,174	972	18.3%
Belchertown	5,771	418	392	6.8%
Bellingham	6,341	733	551	8.7%
Belmont	10,117	675	365	3.6%
Berkley	2,169	103	24	1.1%
Berlin	1,183	254	109	9.2%
Bernardston	930	24	24	2.6%
Beverly	16,522	2,153	1,919	11.6%
Billerica	14,442	1,766	1,118	7.7%
Blackstone	3,606	165	123	3.4%
Blandford	516	1	1	0.2%
Bolton	1,729	192	62	3.6%
Boston	269,482	54,409	51,283	19.0%
Bourne	8,584	1,198	660	7.7%
Boxborough	2,062	325	268	13.0%
Boxford	2,730	72	31	1.1%

South Hadley	7,091	424	424	6.0%
Southampton	2,310	44	44	1.9%
Southborough	3,433	808	472	13.7%
Southbridge	7,517	499	499	6.6%
Southwick	3,852	164	164	4.3%
Spencer	5,137	268	267	5.2%
Springfield	61,556	10,458	10,192	16.6%
Sterling	2,918	269	68	2.3%
Stockbridge	1,051	113	113	10.8%
Stoneham	9,399	501	495	5.3%
Stoughton	10,742	1,495	1,240	11.5%
Stow	2,500	337	185	7.4%
Sturbridge	3,759	357	209	5.6%
Sudbury	5,921	887	669	11.3%
Sunderland	1,718	0	0	0.0%
Sutton	3,324	176	50	1.5%
Swampscott	5,795	218	212	3.7%
Swansea	6,290	247	236	3.8%
Taunton	23,844	1,720	1,529	6.4%
Templeton	3,014	516	238	7.9%
Tewksbury	10,803	1,312	1,044	9.7%
Tisbury	1,965	123	109	5.5%
Tolland	222	0	0	0.0%
Topsfield	2,157	173	155	7.2%
Townsend	3,356	199	160	4.8%
Truro	1,090	28	25	2.3%
Tyngsborough	4,166	853	447	10.7%
Tyringham	149	0	0	0.0%
Upton	2,820	223	178	6.3%
Uxbridge	5,284	434	264	5.0%
Wakefield	10,459	1,276	758	7.2%
Wales	772	43	43	5.6%
Walpole	8,984	497	485	5.4%
Waltham	24,805	2,724	1,834	7.4%
Ware	4,539	387	387	8.5%
Wareham	9,880	894	764	7.7%
Warren	2,202	101	101	4.6%
Warwick	363	0	0	0.0%
Washington	235	0	0	0.0%
Watertown	15,521	1,745	1,072	6.9%
Wayland	4,957	370	254	5.1%
Webster	7,788	722	722	9.3%
Wellesley	9,090	663	573	6.3%
Wellfleet	1,550	36	30	1.9%
Wendell	419	5	5	1.2%
Wenham	1,404	186	118	8.4%
West Boylston	2,729	413	223	8.2%

TAB 4



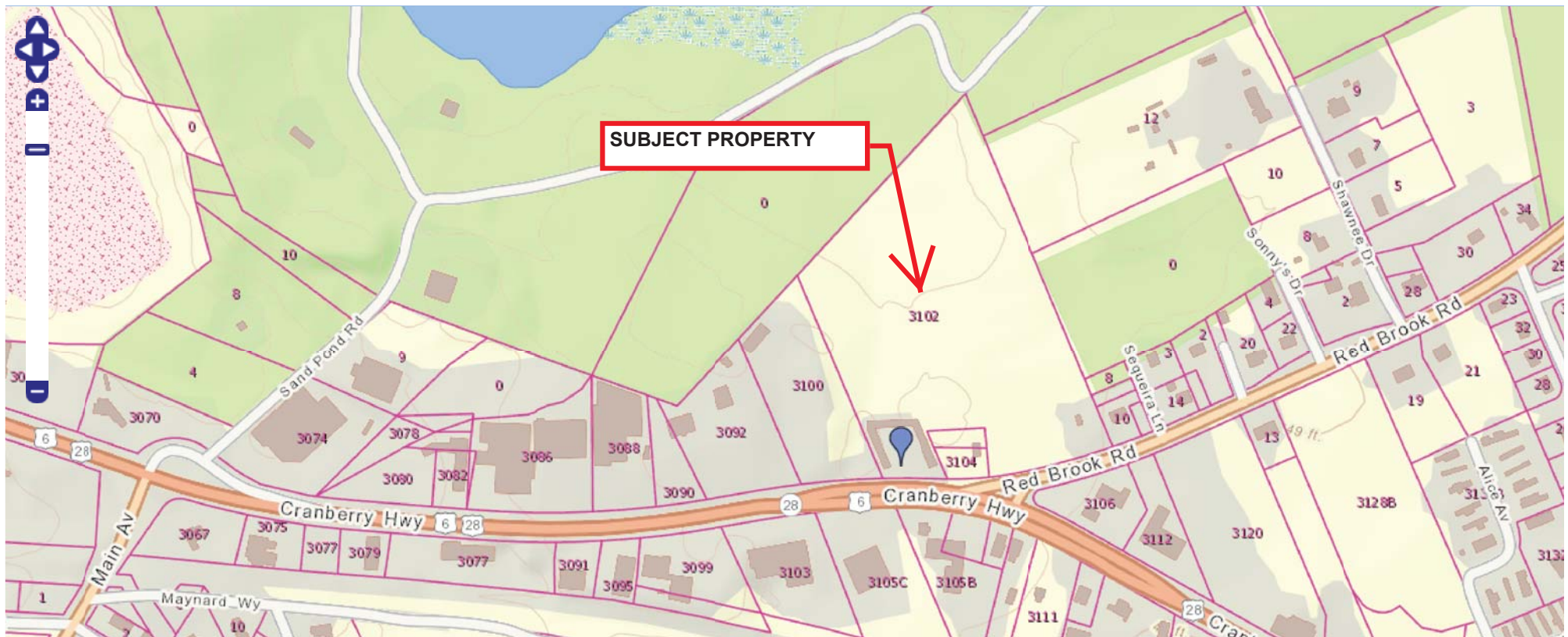
MuniMapper: Wareham, MA

[Town of Wareham Web Site](#)

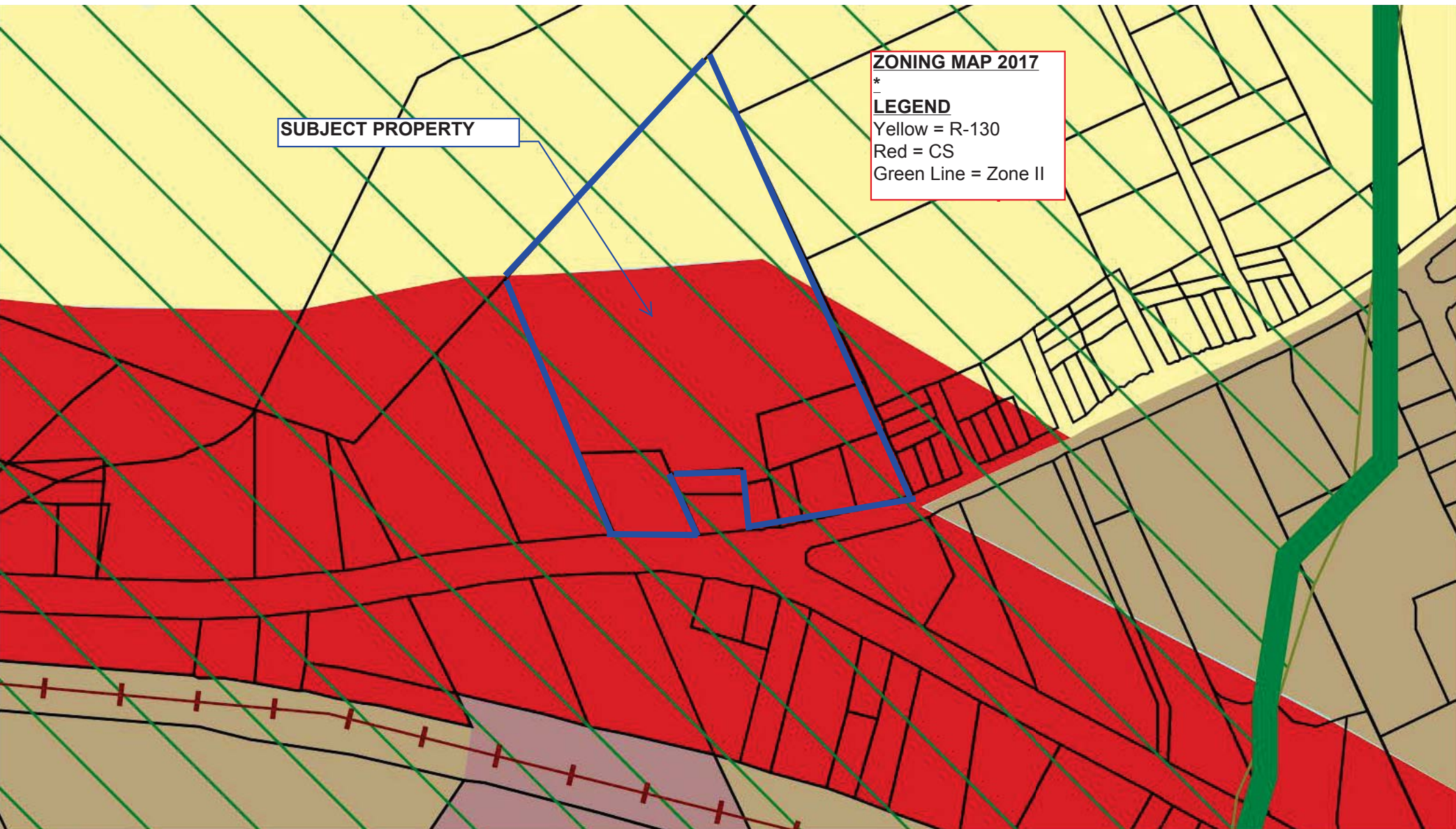
[Disclaimer](#)



3102 cranberry highway



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ZONING MAP 2017
*
LEGEND
Yellow = R-130
Red = CS
Green Line = Zone II

SUBJECT PROPERTY

TAB 5

Woodland Cove Apartments
3102 Cranberry Highway

TABULATION OF GROUND AREA COVERAGES

SITE AREA Lot 1 / Phase I	TOTAL 2.00 acres	100%
Coverage		
Building Area Coverage	0.48 acres	24.2 %
Pavement & Parking Area	0.78 acres	38.8 %
Total Impervious Coverage	1.26 acres	63.0 %
Open Space:		
Usable Open Space	0.74 acres	37.0 %
Unusable Open Space	0.00 acres	0.0 %
Total Open Space	0.74 acres	37.0 %
TOTAL:	2.00 acres	100 %

SITE AREA Lot 2 / Phase II	TOTAL 3.47 acres	100%
Coverage		
Building Area Coverage	0.57 acres	16.4 %
Pavement & Parking Area	0.76 acres	21.9 %
Total Impervious Coverage	1.33 acres	38.3 %
Open Space:		
Usable Open Space	2.04 acres	58.8 %
Unusable Open Space	0.10 acres	2.9 %
Total Open Space	2.14 acres	61.7 %
TOTAL:	3.47 acres	100 %

SITE AREA Lot 3 / Phase III	TOTAL 2.45 acres	100%
Coverage		
Building Area Coverage	0.44 acres	17.9 %
Pavement & Parking Area	1.09 acres	44.4 %
Total Impervious Coverage	1.53 acres	62.3 %
Open Space:		
Usable Open Space	0.89 acres	36.4 %
Unusable Open Space	0.03 acres	1.3 %
Total Open Space	0.92 acres	37.7 %
TOTAL:	2.45 acres	100 %

Existing Development

NOTE: a motel with related parking and pavement currently exists on the Lot 2 property and a small garage currently exists on the Lot 1 property.

SITE AREA Lots 1 & 2 / Phases I & II	TOTAL 5.47 acres	100%
Coverage		
Building Area Coverage	1.05 acres	19.2 %
Pavement & Parking Area	1.54 acres	28.2 %
Total Impervious Coverage	2.59 acres	47.4 %
Open Space:		
Usable Open Space	2.78 acres	50.8 %
Unusable Open Space	0.10 acres	1.8 %
Total Open Space	2.88 acres	52.6 %
TOTAL:	5.47 acres	100 %

SITE AREA Lots 1, 2 & 3 / Phases I, II, & III (Total Development)	TOTAL 7.92 acres	100%
Coverage		
Building Area Coverage	1.49 acres	18.8 %
Pavement & Parking Area	2.63 acres	33.2 %
Total Impervious Coverage	4.12 acres	52.0 %
Open Space:		
Usable Open Space	3.67 acres	46.4 %
Unusable Open Space	0.13 acres	1.6 %
Total Open Space	3.80 acres	48.0 %
TOTAL:	7.92 acres	100 %

Woodland Cove Apartments
3102 Cranberry Highway

RESIDENTIAL UNIT MIX

PHASE I			
UNIT	Building A	Building B	Total
One Bed	5	6	11
Two Bed	19	26	45
Three Bed	3	4	7
Total	27	36	63

PHASE II			
UNIT	Building E	Building F	Total
One Bed	6	5	11
Two Bed	26	19	45
Three Bed	4	3	7
Total	27	36	63

PHASE III			
UNIT	Building C	Building D	Total
One Bed	5	5	10
Two Bed	16	16	32
Three Bed	3	3	6
Total	24	24	48

UNIT SIZES		
UNIT	SQ. FT.	# OF UNITS
One Bed	702	26
	731	6
Two Bed	984 – 999	102
	1,000 – 1029	20
Three Bed	1,237	6
	1,271	14
TOTAL		174

Woodland Cove Apartments
3102 Cranberry Highway

TABULATION OF PARKING

Lot / Phase	Total Spaces	Compact Spaces	% of Compact
1	72	0	0%
2	68	33	48.5%
1 & 2	140	33	23.6%
3	120	8	6.7%
1, 2, & 3 Total Development	260	41	15.8%

TAB 6

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is made this 21st day of FEBRUARY, 2017 (the "Effective Date") by and between Dakota Partners, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with an address of 1264 Main Street, Waltham, Massachusetts 02451 or its assignee (hereinafter "Purchaser") and Boston Land Group, LLC, a limited liability company, organized under the laws of the State of Georgia, with a mailing address of 487 Cherry Street, Third Street Tower, Macon, Georgia 31201 (hereinafter "Seller").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties undertake and agree as follows:

1. RECITALS AND PURPOSES

1.01 Seller wishes to sell, and Purchaser wishes to buy the property containing approximately nine (9) acres located at 3104 Cranberry Highway, Wareham, Massachusetts, in three (3) separate closings, together with all appurtenant easements, buildings, improvements, fixtures and appurtenances, attached or affixed thereon, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Land"), together with all rights in adjacent streets or roads, all riparian rights, all assignments of contracts, leases, rents, security deposits, tax abatements, actions, and other property, rights and interests therein, together with all tangible property owned by Seller and necessary to the operation of the property and all approvals and permits, architectural plans and relevant studies (collectively with the Land, the "Property").

2. PURCHASE AND SALE

2.01 Expressly conditioned upon and in reliance on the terms and conditions set forth herein, Seller hereby agrees to sell and Purchaser agrees to purchase all of Seller's interest in the Property set forth in Section 1.01, above.

3. PURCHASE PRICE, DEPOSITS AND MODE OF PAYMENT

3.01 Purchase Price. The Purchase Price for the Property shall be an amount equal to Four Million Three Hundred Twenty Thousand Dollars (\$4,320,000.00) (the "Purchase Price"), payable as set forth in Section 3.03, below.

3.02 Deposits. Purchaser shall upon the execution and delivery of this Agreement by the parties deliver to Burt Wilkerson with Spivey, Pope, Green and Greer, LLC (the "Escrow Agent"), Twenty Five Thousand Dollars (\$25,000.00) (the "Deposit"). The Purchaser shall deliver an additional Twenty Five Thousand Dollars (\$25,000.00) (the "Additional Deposits") to Escrow Agent upon the closing of Phase I and Phase II. The Additional Deposits will be held on

the same conditions as the Deposit and will be applied to the purchase price of each Phase in the same manner as the Deposit is to be applied at the closing of Phase I.

3.03 Purchase Price Payment. The Purchase Price shall be payable at Closing as follows:

- (i) by application of the Deposit and One Million Four Hundred Fifteen Thousand (\$1,415,000.00), upon payment for the closing on Phase I, as defined in Section 7.03(ii), below.
- (ii) One Million Four Hundred Forty Thousand Dollars (\$1,440,000.00), upon the closing of Phase II, as defined in Section 7.03(ii), below.
- (iii) One Million Four Hundred Forty Thousand Dollars (\$1,440,000.00), upon the closing of Phase III, as defined in Section 7.03(ii), below.

4. CLOSING, TIME AND PLACE

4.01 Closing on the Property shall take place in three (3) phases, for Phase I, Phase II and Phase III, respectively (each a "Phase Closing"). Each Phase Closing shall take place no later than one hundred eight (180) days after the award of Low Income Housing Tax Credits, as contemplated in Section 7.04, for each Phase. The Closing shall take place at the offices of the Purchaser's lender or at another location designated and agreed to by the parties.

5. OBLIGATIONS OF THE PARTIES AT CLOSING

5.01 Seller Deliverables. At each Phase Closing, Seller shall deliver to Purchaser

(i) a Quitclaim Deed (the "Deed") of its interest in the respective Phase (as defined below) of the Property in statutory form, conveying clear, record and marketable title in fee simple absolute, such as will be fully insurable with a title insurance company selected by Purchaser's lender(s) and qualified to do business in the Commonwealth of Massachusetts, free and clear of all tenants as of the date of closing, encumbrances, mortgages, liens, easements (except those not objected to pursuant to Section 7.01), agreements, developers agreements, rights, encroachments and restrictions which cannot be released, cleared or discharged at the time of Closing by use of the cash portion of the purchase money to be paid at the Closing, net of prorations, Seller being obligated to remove all liens and encumbrances of a definite or ascertainable amount at Closing and for which, to the extent thereof, the cash portion of the Purchase Price, net of prorations, shall be used, subject only to accrued taxes and other charges in the nature thereof, the last date for payment of which without interest or penalty has not yet passed (which taxes and charges shall be prorated as provided in Section 6). Notwithstanding any provision herein to the contrary, no tenants shall be required to vacate any Phase until the Purchaser gives notice to the Seller of its intention to purchase a Phase, which notice shall be no later than ninety (90) days before the closing on said Phase.

(ii) appropriate votes authorizing the transfer and sale of the Property and a copy of the articles/by-laws/operating agreement/partnership agreement of the Seller.

(iii) mechanics lien and parties in possession affidavits by Seller, and other title forms and affidavits as reasonably and customarily required by Purchaser's lender or title insurance company for transactions of this type and nature in the Commonwealth of Massachusetts, including, but not limited to, a municipal lien certificate.

(iv) the Negative Pledge referenced in Section 10.03, below.

(v) releases and discharges necessary to clear title of liens and mortgages.

(vi) real estate transfer documents, transfer tax declarations, non-foreign status affidavits and other documents, affidavits, and forms customarily required when transferring property in the Commonwealth of Massachusetts or as reasonably requested by Purchaser.

5.02 Purchaser Deliverables. At Each Phase Closing, Purchaser shall deliver to Seller:

(i) the Purchase Price attributable to the respective Phase Closing.

(ii) a copy of Purchaser's, or its assignee's, vote(s) authorizing resolutions or similar evidence, authorizing the purchase of the Property.

(iii) real estate transfer documents, transfer tax declarations, non-foreign status affidavits and other documents, affidavits, and forms customarily required when transferring property in the Commonwealth of Massachusetts or as reasonably requested by Seller.

5.03 Conditions of Property. At each Phase Closing (i) the Property will be conveyed in the same condition as the date hereof, reasonable wear and tear excepted; (ii) the title to the Property will be in the same condition as of the date of Purchaser's title examination, except for matters agreed to, in writing by Purchaser or for the discharge of mortgage(s) or lien(s) procured at or prior to the Closing.

6. PRORATIONS

6.01 Prorations. The following apportionments shall be made between the parties at each Phase Closing: real estate taxes, special assessments, water and sewer charges, if any, on the basis of the fiscal period for which assessed, except that if there are a water meter(s) on the Property, apportionment at the respective Phase Closing shall be based on the last available reading, subject to adjustment after the Phase Closing when the next reading is available, which obligation shall survive the Phase Closing. If any Phase Closing shall occur before a new tax rate is fixed, the apportionment of taxes at the Phase Closing shall be upon the basis of the old tax rate for the preceding period applied to latest assessed valuation. Promptly after the new tax rate is fixed, the apportionment of taxes shall be recomputed. Any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at the Phase Closing

shall be promptly corrected, which obligations shall survive the Phase Closing. This provision shall survive the final Phase Closing.

6.02 Costs and Expenses. Seller shall be responsible for payment of any transfer or similar taxes. Each party shall be responsible for all of their own expenses in negotiating and consummating the transaction as contemplated herein and as is customary in transactions of this type and nature in the Commonwealth of Massachusetts.

7. DELIVERIES PRIOR TO CLOSING, INSPECTIONS, DUE DILIGENCE AND CONDITIONS TO CLOSING

7.01 Title. Purchaser shall have until 5:00 p.m. of the ninetieth (90th) calendar day after the Effective Date to, undertake such title examinations as it deems appropriate, and if it determines that there is any objection to Seller's title rendering it uninsurable or unmarketable, it shall so notify Seller in writing. If defects or flaws in title are of such character that they may be readily remedied or removed by Seller, then upon receipt of the notice the Seller shall promptly institute and prosecute proceedings to remedy such defects, and upon giving return written notice to Purchaser to that effect, Seller shall be entitled to thirty (30) days from Purchaser's notice to correct such title defects and if necessary the first Phase Closing shall be suitably extended. If Seller is unable to remedy title within said thirty (30) day cure period, then Purchaser may either: (i) terminate this Agreement, whereupon Purchaser shall be entitled to the return of its Deposit, and both parties shall be discharged from any further liability under this Agreement, or (ii) Purchaser may elect to accept such title as Seller can deliver, with no deduction of the Purchase Price.

7.02 Due Diligence. Purchaser shall have until 5:00 p.m. of the ninetieth (90th) calendar day after the Effective Date (the "Due Diligence Period") to undertake at its sole cost and expense: (i) engineering studies and inspections as it deems appropriate; (ii) a soils investigation and inspection as it deems appropriate; (iii) a zoning and use review; (iv) a review of the environmental condition of the Property; (v) the preparation of a survey of the Land; (vi) the preparation and receipt of an appraisal of the Property; and (vii) a review of any and all matters, conditions, information and documentation relating to or concerning the Property. If Purchaser shall discover or determine, in its sole discretion, prior to the expiration of the Due Diligence Period that it or its lender(s) are not satisfied in any way with the status of the Property or the results of any of its due diligence or inspections, Purchaser shall have right to terminate this Agreement and have the Deposit refunded forthwith, and all the parties hereto shall thereafter be released from any further obligations hereunder.

7.03 Approvals. (i) This Agreement is expressly conditioned on the Purchaser obtaining such state and local permits, licenses, and approvals as may be necessary to subdivide the Land (the "Subdivision Approval") into three (3) separate lots (each a "Phase," and collectively, the "Phases"). The exact configuration of all three Phases shall be set forth on a subdivision plan showing all three Phases. The site plan is to be prepared by the Purchaser at Purchaser's expense during the Due Diligence Period. The Phases shall be developed in an order agreed to by parties during the preparation of the subdivision plan. It being understood that the

parties will work collaboratively to insure that the development of any Phase will not impair the Seller's ability to develop the remainder of Seller's property in the event that Purchaser is unable or unwilling to develop all three Phases as contemplated herein. The subdivision plan is subject to the approval of the Purchaser and Seller, which approval shall not be unreasonably withheld, delayed or conditioned. Purchaser shall submit the proposed subdivision plan to Seller for review and approval prior to submission to the Town of Wareham. Seller shall approve or deny its approval for such plans within fifteen (15) days after receipt of such plans and, if Seller denies its approval for such plans shall state in writing the bases for its objection to such plans. If Seller does not provide its written approval of such plans within such fifteen (15) day period, Seller shall be deemed to have approved such plans.

(ii) In addition to, and no way abrogating (i), above, this Agreement is expressly conditioned upon Purchaser receiving, obtaining, verify, amending and procuring any and all federal, state or local approvals, licenses, permits, zoning changes, variances, special exceptions, site plans, leases, agreements or consents necessary from any federal, state or local officials, regulatory authority(s), homeowners or other association having jurisdiction over the Property, in a manner, configuration, and with off-site improvements and impact fee requirements acceptable to the Purchaser, and which will achieve a project design and residential unit mix that satisfies the Commonwealth of Massachusetts, Department of Housing and Community Development ("DHCD"), Qualified Allocation Plan (collectively, the "Approvals") necessary to construct the following:

- (a) "Phase I"-72 multi-family housing, containing a mix of affordable and market rate housing units, with a unit mix acceptable to the Purchaser;
- (b) "Phase II"-72 multi-family housing, containing a mix of affordable and market rate housing units, with a unit mix acceptable to the Purchaser; and
- (c) "Phase III"-72 multi-family housing, containing a mix of affordable and market rate housing units, with a unit mix acceptable to the Purchaser ((a), (b) and (c), collectively, the "Project").

in a manner, configuration, and with off-site improvements and impact fee requirements acceptable to the Purchaser.

(iii) In addition to and in no way abrogating Section (i) or (ii), above, the transactions contemplated herein are expressly conditioned upon, and Seller agrees to support, Purchaser obtaining a so-called "Comprehensive Permit" pursuant to Massachusetts General Laws ("M.G.L."), Chapter 40B, §§ 20 through 23, 760 CMR 56.00 and any related statutes rules and regulations to allow Purchaser to construct the Project (the "Comprehensive Permit"). The Purchaser agrees to apply for the Comprehensive Permit no later than ninety (90) days from the expiration of the Due Diligence Period.

(iv) If Purchaser shall discover or determine that it is not able to obtain the Subdivision Approval, the Approvals or the Comprehensive Permit in the form necessary to develop the Project, Purchaser shall have the right to terminate this Agreement and have the

Deposit refunded forthwith, and all the parties shall thereafter be released from any further obligations hereunder.

7.04 Financing. The transactions contemplated herein are expressly contingent upon the Purchaser receiving, to its sole satisfaction, a commitment and reservation for nine percent (9%) Federal Low Income Housing Tax Credits from DHCD on terms and conditions reasonably acceptable to the Purchaser to separately provide tax credits to finance each Phase of the Project, together with a commitment from a financial institution or a syndicator acceptable to the Purchaser to invest equity into each Phase of the Project in exchange for the Federal Low Income Housing Tax Credits, on terms and conditions for each Phase that are acceptable to the Purchaser at a price per tax credit that makes each Phase of the Project financially feasible. The Seller agrees and recognizes that the Purchaser will have to make multiple applications to DHCD in order to initially receive an allocation of tax credits to fund Phase I and will need to make subsequent and additional applications to DHCD to receive the allocations of tax credits necessary to fund Phase II and Phase III. The Purchaser will be required to apply for (9%) Federal Low Income Housing Tax Credits ("Tax Credits") on Phase One at the next available opportunity (a "Round") after receipt of Subdivision Approval and the Comprehensive Permit and if the Purchaser does not receive Tax Credits in said Round, the Purchaser shall apply for Tax Credits in the next available Round. The Purchaser shall have: (i) three Rounds to receive Tax Credits for Phase I; (ii) two Rounds to receive Tax Credits for Phase II; and (iii) two Rounds to receive Tax Credits for Phase III. Purchaser shall apply for Tax Credits consecutively for each Phase (i.e. Purchaser shall not be required to apply for Tax Credits for Phase II until it receives Tax Credits for Phase I; and shall not be required to apply for Tax Credits for Phase III until it receives Tax Credits for Phase II). Purchaser shall apply at every available Round it is able to submit an application for Tax Credits.

7.05 Seller Cooperation. The Seller shall cooperate with the Purchaser in obtaining and seeking the Subdivision Approval, the Approvals and the Comprehensive Permit. Seller acknowledges that the Purchaser will need to meet with Town officials, funding agencies who will issue the commitments and syndicate the tax credits set forth in Section 7.04, above.

7.06 Reports. Within five (5) days of the Effective Date, the Seller shall deliver to Purchaser any and all reports, materials or information in its possession relating to the title, environmental condition, project design, market information or study or other aspect of the Property and any and all surveys or plans in Seller's possession (or in the possession of any affiliate or subsidiary) in connection with the Property (collectively the "Reports"). In the event that Purchaser terminates this Agreement in accordance herewith, Purchaser shall return all Reports to the Seller.

8. OCCUPANCY, TENANTS

8.01 Purchaser shall be entitled to occupancy of the Property on the date of each Phase Closing, free of all rights of use or possession by Seller and/or any other tenant. Seller agrees that it will deliver the Property on each Phase Closing free and clear of all tenants or any other right of tenancy or occupancy. Notwithstanding any provision herein to the contrary,

no tenants shall be removed from any Phase until the Purchaser gives notice to the Seller of its intention to purchase a Phase, which notice shall be no later than ninety (90) days before the closing on said Phase.

9. ACCESS TO PROPERTY/RECORDS

9.01 Between the date hereof and the date of each Phase Closing, Purchaser and Purchaser's representatives shall be permitted: (i) access to the Property at reasonable times in order to conduct any due diligence or inspections it desires as contemplated herein, and (ii) access to the Seller's and/or their affiliates, files and records pertaining to the Property. During this period the Seller agrees to cooperate with Purchaser's need to examine the Property and agrees to allow Purchaser access to the Property to perform any tests or inspections it deems necessary. Purchaser agrees to defend, indemnify and hold the Seller harmless for any and all claims, lawsuits, liabilities (including, without limitation, property damage, environmental contamination, personal injury or death) expenses, and costs that may arise out of, in connection with, or as a result of the Purchaser's exercise of right to perform tests and inspections at the Property. If any Phase Closing does not occur, Purchaser shall reasonably restore the Property to its condition prior to the entry by the Purchaser in connection with the rights granted herein. All engineers and other representatives of Purchaser performing such tests and examinations upon the Property shall be adequately insured for public liability and workman's compensation claims.

10. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

10.01 Representations and Warranties. In order to induce Purchaser to enter into this Agreement and purchase the Property, the Seller represents and warrants to Purchaser as follows:

(i) The Seller is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Georgia, with the requisite power to carry on its business as now being conducted.

(ii) The Seller has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all appropriate action of the Seller, and no other action or other proceedings on the part of the Seller is necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(iii) Neither the execution and delivery of this Agreement by the Seller, nor the performance by the Seller of their obligations hereunder, will (a) conflict with or result in a violation of any provision of any organizational document of the Seller, or (b) any agreement to which the Seller is a party.

(iv) There is no claim, action, suit, arbitration or proceeding pending or, to the best of the knowledge of the Seller, threatened against or involving the Seller, or any of its assets

or properties, at law or in equity, or before any arbitrator or governmental entity which would have a material adverse affect on the transactions contemplated herein.

(v) Other than the hotel site located on the Land and the caretakers living on the Land, he Seller has not entered into any leases with respect to the Land or the Property.

(vi) This Agreement has been duly executed and delivered by the Seller and constitutes the valid and binding obligation of the Seller, enforceable against each in accordance with its terms.

(vii) To the best of the Seller's knowledge, information and belief the Property is free from any and all Hazardous Materials. For purposes of this Agreement, "Hazardous Materials" shall mean and include those elements or substances, including but not limited to asbestos, which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any other Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect including, without limitation, applicable state laws, statutes and regulations, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. Section 6901 et seq., the Federal Hazardous Material Transportation Act, the Federal Clean Air Act, the Federal Water Pollution Control Act, or rules and regulations of the EPA, or any other state or federal department, board, or agency, or any other agency or governmental board or entity having jurisdiction over the Property (collectively, the "Environmental Laws").

(viii) That no commitments have been or will be made without the prior written consent of Purchaser to any governmental unit or agency, utility company, authority, school or park district or other organization, group or individual relating to the Property or any interest therein, which would impose any obligation on the Purchaser, or its partners, to make any contributions of money, land or other items of value, or to install or maintain any improvements (off-site or otherwise) or grant any easements; and there are no pending or proposed special assessments on the Property, nor is there any pending or threatened condemnation proceeding against any portion of the Property, for any road right of way or other purpose.

(ix) That the Seller shall, directly or indirectly, without the prior written consent of Purchaser, enter into any contracts pertaining to the Property or assign title to the Property, or any portion thereof, or any interest therein, or grant or permit any easements or licenses on or affecting the Property, which would be binding on Purchaser after any Phase Closing or would abrogate any of the Seller's obligations hereunder.



(x) That to the best of the Seller's knowledge, information and belief, the Property is not located within any flood plain, flood hazard area, or wetlands conservation district, or similar district.

(xi) Seller has not been notified of any violation of any statute, ordinance, rule, regulation, order or requirement of any federal, state, county or municipal government, or political subdivision, agency or department thereof, or of any court or other authority pertaining to the Property, or the current development or use thereof.

(xi) That there is permitted and unrestricted access to a public way sufficient for the Property's use and future development, and that all utilities necessary for the use of the Property are available from a public way or an existing easement.

(xii) That the boundaries of the Property do not overlap or encroach on the property of others.

10.02 Survival. All other representations, warranties and covenants set forth in this Agreement or in any certificate delivered herewith shall survive the latest Phase Closing for a period of three (3) years. . With respect to any breach of any covenant or agreement contained in this Agreement, the parties shall have any and all remedies available to them at law or equity or under this Agreement.

10.03 Negative Covenant. Upon the Phase Closing for Phase I, the Seller will deliver to Purchaser a Negative Covenant (the "Negative Pledge"), in recordable form, whereby the Seller agrees to not encumber Phase II or Phase III with any mortgage, lien, encumbrance or agreement

11. REAL ESTATE COMMISSION

11.01 The parties stipulate that no broker or real estate agent is entitled to a commission as a result of the transactions contemplated herein. Each party agrees to indemnify and hold the other harmless from all loss, cost, damage or expense arising out of or as a consequence of claims for brokerage commissions asserted by third parties whose claim derives from the party required to make indemnification.

12. DEFAULT

12.01 (i) If the sale of the Property as contemplated hereunder is not consummated due to Purchaser's material default hereunder, then Seller shall be entitled, as its sole and exclusive remedy for such default, to terminate this Agreement and receive the Deposit as liquidated damages for the breach of this Agreement and not as a penalty, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof, Seller hereby expressly waiving and relinquishing any and all other remedies at law or in equity. Seller's right to receive the Deposit is intended not as a penalty, but as full liquidated damages. Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser: (a) for specific

performance of this Agreement, or (b) to recover any damages of any nature or description other than or in excess of the Deposit. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of the Deposit (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages.

(ii) In the event that Purchaser materially defaults hereunder after the conveyance of Phase I and application of the Deposit, the Seller's sole right and remedy hereunder shall be to terminate this Agreement with respect to the conveyance of any Phase which has not yet been conveyed to Purchaser.

12.02 In the event that Seller defaults hereunder Purchaser: (i) may terminate this Agreement, whereupon the Deposit promptly shall be refunded to Purchaser by the Escrow Agent, or (ii) seek specific performance with respect to any and all Phases, and the costs of seeking said specific performance including reasonable attorney's fees.

13. CONDEMNATION, INSURANCE

13.01 If, prior to the Closing of any Phase, any portion of such Phase is taken by eminent domain or is the subject of a pending or contemplated taking which has not been consummated (any such taking or pending or contemplated taking being hereinafter referred to as a "Taking") then Seller shall be entitled to the proceeds of such award. Seller will give Purchaser notice of any pending or contemplated Taking.

14. MISCELLANEOUS

14.01 This Agreement contains all the agreements of the parties with respect to the subject matter hereof. All prior discussions are merged herein. Any amendment hereto shall be effective only if executed with all the formalities hereof by the party against whom the amendment is asserted.

14.02 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.03 All notices required by this Agreement shall be deemed given when sent and shall be either mailed by United States mail, postage prepaid, certified, return receipt requested or by Federal Express or other over night carrier or sent via electronic mail with a copy sent via regular mail, and shall be mailed to the parties at the following addresses:

If to the Seller:

Boston Land Group, LLC
1500 Hillcrest Rd.
Norcross, GA 30093



Attn: Christopher D. Geeslin
Email address: Geeslin <chrisgeeslin@labelsource.net>

with a copy to:

Burt Wilkerson, Esq.
Spivey, Pope, Green & Greer, LLC
4875 Riverside Drive
Suite 200
Post Office Box 899
Macon, Georgia 31202
Email address: bwilkerson@spgglaw.com

If to the Purchaser:

Dakota Partners, Inc.
1264 Main Street
Waltham, Massachusetts 02451
Attn: Marc Daigle
Email address: mdaigle@dakotapartners.net

With a copy to:

Kenneth A. Viscarello, Esq.
Sheehan Phinney Bass + Green, PA
1000 Elm Street
Manchester, New Hampshire 03101
Email address: kviscarello@sheehan.com

14.04 The captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement of any of its terms.

14.05 Purchase may assign this Agreement to an entity in which it holds a majority interest or acts as a general partner or acts as the managing member.

14.06 TIME IS OF THE ESSENCE WITH RESPECT TO THIS AGREEMENT.

14.07 Upon execution of this Agreement the Seller shall cease marketing the Property and all market efforts related thereto.


[Page Ends Here, Signature Page(s) to Follow]



IN WITNESS WHEREOF, the parties hereto have set their hands to the written instrument as of the date first above written.

PURCHASER:

DAKOTA PARTNERS, INC.



Witness

By: 

Name: MARC DAIGLE
Title: TREASURER

SELLER:

BOSTON LAND GROUP, LLC

Witness

By: _____

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have set their hands to the written instrument as of the date first above written.

PURCHASER:

DAKOTA PARTNERS, INC.

Witness

By: _____
Name:
Title:

SELLER:

BOSTON LAND GROUP, LLC



Witness

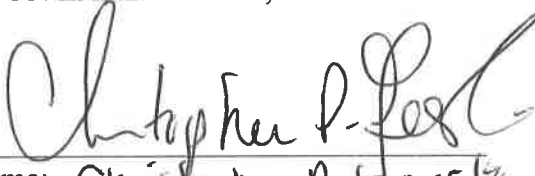
By: 
Name: Christopher D. Geeslin
Title: Manager

EXHIBIT A

Property Description

EXHIBIT "A"

The real property with the buildings and improvements thereon located on Cranberry Highway (Route 6 & Route 28) and Red Brook Road, Wareham, Plymouth County, Massachusetts (the "Premises"), shown on a plan entitled "PLAN OF LAND #3104 Cranberry Highway, in Wareham, Massachusetts (Plymouth County)" dated July 17, 2001, by BSC Group (the "Plan") recorded with Plymouth County registry of Deeds as plan number 703 of 2001, in Plan Book 44, Page 1076 shown on the Plan as "Assessors Map 131, Parcels 1033, 1036-1041," bounded and described, according to the Plan, as follows:

Southerly	by Red Rock Road, by two courses, together totaling 313.23 feet;
Westerly	by land now or formerly of Michael Alan Hadley, 106.7 feet;
Southerly	by land of Hadley, 133.79 feet;
Northeasterly	by land of Hadley, 116.87 feet;
Southerly	by Red Brook Road and Cranberry Highway (Route 6 and Route 28), by two courses together totaling 149.52 feet;
Southwesterly	by land now or formerly of Frank Nuovo Donald Angus, 529.42 feet;
Northwesterly	by land now or formerly of Onset Fire Department, 570.98 feet, and
Northeasterly	by land now or formerly of Onset Fire Department, Patricia A. Moore, Onset Fire District and Coutune/Schlener, 906.96 feet.

The above described parcel contains 8.63 acres more or less and is the same land conveyed to Boston Land Group, LLC by deed recorded in Deed Book 104916 Page 40771 Plymouth County Records

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into this ~~11~~4th day of May, 2017 by and between Boston Land Group, LLC, a limited liability company organized under the laws of the State of Georgia (the "Seller"); and Dakota Partners, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts (the "Purchaser").

WITNESSETH:

WHEREAS, the Seller and the Purchaser entered into a Purchase and Sale Agreement dated as of February 21, 2017 (the "Contract") for the purchase of the property located in Wareham, Massachusetts and more particularly described in the Contract (the "Property").

WHEREAS, the Purchaser requested that this Amendment be executed in order to extend the Due Diligence Period in Paragraph 7.02 of the Contract to 5:00 pm on June 15, 2017 in order to allow the Purchaser to complete discussions with the town of Wareham and to complete a 21E Site Assessment ; and

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein the parties hereto, intending to be legally bound, hereby agree as follows:

The Seller and Purchaser mutually agree to extend the Due Diligence Period in Paragraph 7.02 of the Contract to 5:00pm on June 15, 2017.

All other provisions in the Agreement shall remain in full force and effect. This Amendment may be executed in counterpart signature pages. All capitalized terms herein shall have the meaning given to them in the Agreement unless redefined herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal
as of the date first above written.

SELLER:

BOSTON LAND GROUP, LLC

By: 

CHRISTOPHER D. GEESLIN

Its: MANAGER

PURCHASER:

DAKOTA PARTNERS, INC.

By: 

Its: TREASURER

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal
as of the date first above written.

SELLER:

BOSTON LAND GROUP, LLC

By: _____
CHRISTOPHER D. GEESLIN

Its: MANAGER

PURCHASER:

DAKOTA PARTNERS, INC.

By: _____

Its: _____

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into as of the 22nd day of May, 2017 by and between Boston Land Group, LLC, a limited liability company organized under the laws of the State of Georgia (the "Seller") and Dakota Partners, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts (the "Purchaser").

WITNESSETH:

WHEREAS, the Seller and the Purchaser entered into a Purchase and Sale Agreement dated as of February 21, 2017, as amended by an Amendment to Purchase and Sale Agreement dated May __, 2017 (together the "Contract") for the purchase of the property located in Wareham, Massachusetts and more particularly described in the Contract (the "Property");

WHEREAS, the Purchaser requested that this Amendment be executed in order to extend its time period to conduct a title examination in Paragraph 7.01 of the Contract to 5:00 pm on June 15, 2017 in order to complete the title examination; and

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein the parties hereto, intending to be legally bound, hereby agree as follows:

The Seller and Purchaser mutually agree to extend the title examination time period set forth in Section 7.01 of the Contract to 5:00pm on June 15, 2017.

All other provisions in the Agreement shall remain in full force and effect. This Amendment may be executed in counterpart signature pages. All capitalized terms herein shall have the meaning given to them in the Agreement unless redefined herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal
as of the date first written above.

SELLER:

BOSTON LAND GROUP, LLC

By: 

Christopher D. Geeslin, Manager

PURCHASER:

DAKOTA PARTNERS, INC.

By: 

Name: MARC DAIGLE

Title: TREASURER

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into as of the 24 day of June, 2017 by and between Boston Land Group, LLC, a limited liability company organized under the laws of the State of Georgia (the "Seller") and Dakota Partners, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts (the "Purchaser").

WITNESSETH:

WHEREAS, the Seller and the Purchaser entered into a Purchase and Sale Agreement dated as of February 21, 2017, as amended by an Amendment to Purchase and Sale Agreement dated June 15, 2017 (together the "Contract") for the purchase of the property located in Wareham, Massachusetts and more particularly described in the Contract (the "Property");

WHEREAS, the Purchaser requested that this Amendment be executed in order to extend the Due Diligence in Paragraph 7.02 of the Contract to 5:00 pm on July 31, 2017 in order to allow the Purchaser to complete a Phase II Environmental Site Assessment of the Property; and

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein the parties hereto, intending to be legally bound, hereby agree as follows:

The Seller and Purchaser mutually agree to extend the due diligence period set forth in Paragraph 7.02 of the Contract to 5:00 pm on July 31, 2017 in order to allow the Purchaser to complete a Phase II Environmental Site Assessment of the Property.

All other provisions in the Agreement shall remain in full force and effect. This Amendment may be executed in counterpart signature pages. All capitalized terms herein shall have the meaning given to them in the Agreement unless redefined herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal
as of the date first written above.

SELLER:

BOSTON LAND GROUP, LLC

By: Christopher D. Geeslin
Christopher D. Geeslin, Manager

PURCHASER:

DAKOTA PARTNERS, INC.

By: _____

Its: Treasurer

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal
as of the date first written above.

SELLER:

BOSTON LAND GROUP, LLC

By: _____
Christopher D. Geeslin, Manager

PURCHASER:

DAKOTA PARTNERS, INC.

By:  _____
Its: Treasurer

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into as of the 4th day of August, 2017 by and between Boston Land Group, LLC, a limited liability company organized under the laws of the State of Georgia (the "Seller") and Dakota Partners, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts (the "Purchaser").

WITNESSETH:

WHEREAS, the Seller and the Purchaser entered into a Purchase and Sale Agreement dated as of February 21, 2017, as amended by the First, Second and Third Amendments to Purchase and Sale Agreement (together the "Contract") for the purchase of the property located in Wareham, Massachusetts and more particularly described in the Contract (the "Property");

WHEREAS, the Purchaser requested that this Amendment be executed in order to extend the Due Diligence in Paragraph 7.02 of the Contract to 5:00 pm to August 31, 2017 ; and

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein the parties hereto, intending to be legally bound, hereby agree as follows:

The Seller and Purchaser mutually agree to extend the due diligence period set forth in Paragraph 7.02 of the Contract to 5:00 pm on August 31, 2017.

All other provisions in the Agreement shall remain in full force and effect. This Amendment may be executed in counterpart signature pages. All capitalized terms herein shall have the meaning given to them in the Agreement unless redefined herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal effective as of the date first written above.

SELLER:

BOSTON LAND GROUP LLC

By: _____

Christopher D. Geeslin
Christopher D. Geeslin, Manager

PURCHASER:

DAKOTA PARTNERS, INC.

By: _____

Its: Treasurer _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal effective as of the date first written above.

SELLER:

BOSTON LAND GROUP, LLC

By: 

Christopher D. Geeslin, Manager

PURCHASER:

DAKOTA PARTNERS, INC.

By: 

Its: Treasurer

MARC DAKILE

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment"), is made as of the 30th day of August, 2017 (the "Effective Date"), by and between Boston Land Group, LLC, a limited liability company, organized under the laws of the State of Georgia, with a mailing address of 487 Cherry Street, Third Street Tower, Macon, Georgia 31201 (hereinafter "Seller") and Dakota Partners, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, having a mailing address of 1264 Main Street, Waltham, Massachusetts 02451 (hereinafter "Purchaser").

WITNESSETH

In consideration of the mutual covenants set forth herein, the parties undertake and agree as follows:

1. RECITALS AND PURPOSES

1.01 Seller and Purchaser entered in a Purchase and Sale Agreement dated February 21, 2017, as amended by First, Second, Third and Fourth to Purchase and Sale Agreement (collectively, the "Agreement"), with respect to certain real estate located at 3104 Cranberry Highway, Wareham, Massachusetts (the "Property").

1.02 The parties wish to amend certain provisions of the Agreement as set forth below.

1.03 If not specifically defined herein, capitalized terms shall have the meaning given said term in the Agreement.

2. AMENDMENTS

2.01 Section 3.01 is hereby amended and restated in its entirety to read as follows:

"3.01 Purchase Price. The Purchase Price for the Property shall be an amount equal to Three Million Four Hundred Eighty Thousand Dollars (\$3,480,000.00) (the "Purchase Price"), payable as set forth in Section 3.03, below.

2.02 Section 3.03 is hereby amended and restated in its entirety to read as follows:

"3.03 Purchase Price Payment. The Purchase Price shall be payable at Closing as follows:

(i) by application of the Deposit and One Million Two Hundred Thirty Five Thousand Dollars (\$1,235,000.00), upon payment for the closing on Phase I, as defined in Section 7.03(ii), below.

(ii) One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000.00), upon the closing of Phase II, as defined in Section 7.03(ii), below.

(iii) Nine Hundred Sixty Thousand Dollars (\$960,000.00), upon the closing of Phase III, as defined in Section 7.03(ii), below.”

2.03 Section 7.02 is hereby amended as follows: The Seller and Purchaser mutually agree to extend the Due Diligence Period set forth in Paragraph 7.02 of the Agreement to 5:00 p.m. on September 30, 2017.

2.04 Section 7.03 shall be amended as follows:

(a) Section 7.03(ii)(a)(b) and (c) and the last sentence of said Section are hereby amended in their entirety to read as follows:

- “(a) “Phase I”-at least sixty three (63) multi-family housing units, containing a mix of affordable and market rate housing units, with a unit mix acceptable to the Purchaser;
- (b) “Phase II”-at least sixty three (63) multi-family housing units, containing a mix of affordable and market rate housing units, with a unit mix acceptable to the Purchaser; and
- (c) “Phase III”-at least forty eight (48) multi-family housing units, containing a mix of affordable and market rate housing units, with a unit mix acceptable to the Purchaser ((a), (b) and (c), collectively, the “Project”);

in a manner, configuration, and with off-site improvements and impact fee requirements acceptable to the Purchaser.”

(b) Adding the following to the beginning of Section 7.03(iv):

“Purchase agrees to spend up to \$250,000 to pursue the Comprehensive Permit, the Subdivision Approval and the Approvals and may spend up to \$50,000 to defend any appeal by a third party to the Housing Appeals Court. Purchaser and Seller may mutually agree to increase such amounts. Such amounts (i.e. up to \$250,000 and up to \$50,000) are hereinafter referred to as the ‘Agreed Permitting Costs’”

(c) Add the following new Section 7.03(v):

“In the event Purchase receives the approvals set forth in Section 7.03(i),(ii) and (iii) , but is unable to obtain the financing set forth in Section 7.04, and elects to terminate the Agreement prior to the purchase of Phase I , then Seller shall within sixty (60) days after receipt of notice of Purchaser’s election not to purchase Phase I, reimburse Purchaser, in cash, for the Agreed Permitting Costs; in the

event that Seller is unable to pay said Agreed Permitting Costs within 60 days after receipt of notice of Purchaser's election not to purchase Phase I, Seller shall execute and deliver a promissory note and mortgage on the Property in favor of Purchaser in the amount of the Agreed Permitting Costs. The term of the note shall be the earlier of: (a) one hundred twenty (120) days; or (ii) the date the Phase or the Property is conveyed to a third party. The note shall bear interest at a rate of five percent (5%) per annum. No payment shall be due on the promissory note until maturity. If for any reason the note is not paid as set forth herein the note shall bear a default rate of interest of 12% per annum until paid in full. Purchaser shall provide Seller with copies of invoices representing the Agreed Permitting Costs and will deliver to Seller all plans, reports, investigations, developed in connection therewith. Purchaser agrees to use best efforts to help facilitate the sale of such Phase or Property to a third party buyer, and in such case Purchaser will be paid a finder's fee by Seller in an amount equal to five percent (5%) of the gross sales price to said third party.

3. EFFECT OF AMENDMENT

Except as specifically amended hereby, the Agreement shall remain unchanged and in full force and effect.

This Amendment may be executed in multiple counterpart originals.

SELLER: BOSTON LAND GROUP, LLC

By: 

Name: Chris Gueslin

Title: Manager

PURCHASER:

DAKOTA PARTNERS, INC.

By: _____

Marc Daigle, Principal, duly authorized

event that Seller is unable to pay said Agreed Permitting Costs within 60 days after receipt of notice of Purchaser's election not to purchase Phase I, Seller shall execute and deliver a promissory note and mortgage on the Property in favor of Purchaser in the amount of the Agreed Permitting Costs. The term of the note shall be the earlier of: (a) one hundred twenty (120) days; or (ii) the date the Phase or the Property is conveyed to a third party. The note shall bear interest at a rate of five percent (5%) per annum. No payment shall be due on the promissory note until maturity. If for any reason the note is not paid as set forth herein the note shall bear a default rate of interest of 12% per annum until paid in full. Purchaser shall provide Seller with copies of invoices representing the Agreed Permitting Costs and will deliver to Seller all plans, reports, investigations, developed in connection therewith. Purchaser agrees to use best efforts to help facilitate the sale of such Phase or Property to a third party buyer, and in such case Purchaser will be paid a finder's fee by Seller in an amount equal to five percent (5%) of the gross sales price to said third party.

3. EFFECT OF AMENDMENT

Except as specifically amended hereby, the Agreement shall remain unchanged and in full force and effect.

This Amendment may be executed in multiple counterpart originals.

SELLER: BOSTON LAND GROUP, LLC

By: _____
Name:
Title:

PURCHASER:

DAKOTA PARTNERS, INC.

By: 
Marc Daigle, Principal, duly authorized

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment"), is made as of the 30th day of September, 2017 (the "Effective Date"), by and between Boston Land Group, LLC, a limited liability company, organized under the laws of the State of Georgia, with a mailing address of 487 Cherry Street, Third Street Tower, Macon, Georgia 31201 (hereinafter "Seller") and Dakota Partners, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, having a mailing address of 1264 Main Street, Waltham, Massachusetts 02451 (hereinafter "Purchaser").

WITNESSETH

In consideration of the mutual covenants set forth herein, the parties undertake and agree as follows:

1. RECITALS AND PURPOSES

1.01 Seller and Purchaser entered in a Purchase and Sale Agreement dated February 21, 2017, as amended by various amendments (collectively, the "Agreement"), with respect to certain real estate located at 3104 Cranberry Highway, Wareham, Massachusetts (the "Property").

1.02 The parties wish to amend certain provisions of the Agreement as set forth below.

1.03 If not specifically defined herein, capitalized terms shall have the meaning given said term in the Agreement.

2. AMENDMENTS

Section 7.02 is hereby amended as follows: The Seller and Purchaser mutually agree to extend the Due Diligence Period set forth in Paragraph 7.02 of the Agreement to 5:00 p.m. on November 30, 2017.

3. EFFECT OF AMENDMENT

Except as specifically amended hereby, the Agreement shall remain unchanged and in full force and effect.

This Amendment may be executed in multiple counterpart originals.

[Pages end here, signature page to follow]

SELLER: BOSTON LAND GROUP, LLC

By: 

Name: Christopher D. Grecco
Title: Partner

PURCHASER:

DAKOTA PARTNERS, INC.

By: 

Name: MIKE D'AMICO
Title: TREASURER

Crowley & Cummings LLC
 990 Washington St, Suite 214
 Dedham, MA 02026

MASSACHUSETTS DEED IN LIEU OF FORECLOSURE

I, PETE BAILEY, JR., Trustee of the CRANBERRY RED TRUST (the "TRUST") under declaration of trust dated October 24, 2001 recorded with the Plymouth County Registry of Deeds in book 20764, page 194 in consideration of less than \$100.00 hereby do transfer and convey all of the right, title and interest in the land with buildings thereon known as 3104 Cranberry Highway, Wareham, MA., as further described in EXHIBIT A ~~Attached hereto~~ and made a part hereof to BOSTON LAND GROUP, LLC, a duly organized Georgia Limited Liability Corporation with principal offices at 8025 Westside Parkway, Alpharetta, Georgia 30004.

* of MORTGAGE @ BOOK 36087 Page 280.

This deed is an absolute conveyance, the grantor, having sold said property for a fair and adequate consideration, such consideration, in addition to the above recited, being a partial satisfaction of the obligations created by the Mortgage Deed Security Agreement and Assignment of Leases executed by the Trustee of the CRANBERRY RED TRUST (the "TRUST") as Mortgagee recorded with the Plymouth County Registry of Deeds on June 18, 2008 in book 36087, page 280 to BANK OF NORTH GEORGIA as Mortgagor as assigned to BOSTON LAND GROUP, LLC, recorded with the Plymouth County Registry of Deeds on August 30, 2011 in book 40268, page 99.

Grantor declares that this conveyance is freely made, pursuant to the authorization and direction of its sole beneficiary.

For Grantor's authority see TRUSTEE CERTIFICATE, DIRECTION OF BENEFICIARY and ESTOPELL AFFIDAVIT recorded immediately prior hereto and the Mortgage Deed Security Agreement and Assignment of Leases executed by the Trustee of the CRANBERRY RED TRUST (the "TRUST") as Mortgagee recorded with the Plymouth County Registry of Deeds on June 18, 2008 in book 36087, page 280 to BANK OF NORTH GEORGIA as Mortgagor as assigned to BOSTON LAND GROUP, LLC, recorded with the Plymouth County Registry of Deeds on August 30, 2011 in book 40268, page 99, and the Deed to this Grantor recorded with the Plymouth County Registry of Deeds on November 1, 2001 in book 20829 page 286.

For Grantor's title see the deed to this Grantor recorded with the Plymouth County Registry of Deeds on November 1, 2001 in book 20829 page 286.

Witness my hand and seal this 6th day of December, 2011.

PETE BAILEY, JR., AS TRUSTEE OF
 CRANBERRY RED TRUST AND NOT
 INDIVIDUALLY



2011 00104196

Bk: 40771 Pg: 296 Page: 1 of 2

Recorded: 12/23/2011 10:01 AM

ATTEST: John R. Buckley, Jr. Register
 Plymouth County Registry of Deeds

3104 Cranberry Highway, Wareham, MA.
 Property

STATE OF GEORGIA

DeKalb, ss.

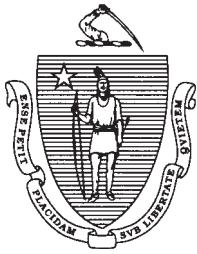
On this 6th day of December, 2011, before me, the undersigned notary public, personally appeared PETE BAILEY, JR. PRESIDENT AND TREASURER OF ABC HOLDING COMPANY AS BENEFICIARY OF CRANBERRY RED TRUST proved to me through satisfactory evidence of identification, which was [☒ driver's license or [] _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Travonte D. Wilson

Notary Public: Travonte D. Wilson
My Commission Expires: April 7, 2012



TAB 7



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: January 23, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,

DAKOTA PARTNERS, INC.

is a domestic corporation organized on **October 26, 2006** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in black ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 18010303710

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

The Commonwealth of Massachusetts
Office of the Collector of Taxes
Town of Wareham
Municipal Lien Certificate

Number: 18319
1/23/2018

FREEMAN LAW GROUP
86 WILLOW STREET
YARMOUTHPORT, MA 02675

I Certify from available information that all taxes, assessments, and charges, now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 1/22/2018 are listed below:

DESCRIPTION OF PROPERTY		
Parcel Identifier	131-Q1	Assessed Owner BOSTON LAND GROUP LLC
Account	3763	Additional Owner
Location of Property	3102 CRAN HWY	Supposed Present Owner C/O MICHAEL WRIGLEY
		Legal Reference Book 40771
		Page 296
Acreage	8.63 Acres	Deed Date 12/23/2011

VALUATION							
FY	Residential	Rate1 Open Space	Rate 2 Commercial	Rate 3 Industrial	Rate 4	Exempt	
2018	1,060,900	11.28	0	11.28	0	11.28	0

ASSESSMENT							
	2018 1st Quarter	2018 2nd Quarter	2018 3rd Quarter	2018 4th Quarter	FY 2017	FY 2016	
Preliminary Tax	\$3,011.63	\$3,011.62			\$6,082.15	\$5,910.82	
Preliminary Other Land Tax	\$81.92	\$81.91			\$165.43	\$160.77	
Preliminary OFD	\$730.82	\$730.82			\$1,461.64	\$1,424.17	
Actual Tax			\$2,971.85	\$2,971.85	\$5,964.35	\$6,253.47	
Actual Other Land Tax			\$80.67	\$80.67	\$162.22	\$170.08	
Actual OFD			\$733.22	\$733.22	\$1,461.64	\$1,499.11	
Interest To Date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Credits	\$3,824.37	\$3,824.35	\$3,785.74		\$15,297.43	\$15,418.42	
Interest Credit	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
Per Diem	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Balance Due	\$0.00	\$0.00	\$0.00	\$3,785.74	\$0.00	\$0.00	

Property Tax Interest Per Diem \$0.00
Committed Tax Balance \$3,785.74

Misc Receivable	Balance	Interest	Per Diem	SEWER USAGE BILLED THROUGH 7/31/2017
Sewer	\$0.00	\$0.00	\$0.00	
Misc. Totals	\$0.00	\$0.00	\$0.00	

PROPERTIES IN WAREHAM ARE SUBJECT TO SUPPLEMENTAL
TAX ASSESSMENTS UNDER GL 59 SEC 2D

All of the amounts listed above are to be paid to the Collector. I have no knowledge of any other lien outstanding.
INFORMATION ON THIS CERTIFICATE IS COMPLETE AS OF 1/23/2018

John D Foster

Collector of Taxes

TAB 8

EXECUTIVE SUMMARY

Request

Green Environmental, Inc. (GREEN) was retained by Dakota Partners, Inc., *the User* (see **Appendix C** for ASTM definitions of terms used in this assessment report) to conduct an ASTM E 1527-13 Phase I Environmental Site Assessment (ESA) at 3102 Cranberry Highway in Wareham, Massachusetts (the Property).

Response

On May 22, 2017, Mr. Paul Silva of GREEN conducted a site reconnaissance in an effort to identify recognized environmental conditions (RECs) at the Property. In addition, GREEN's assessment included reconnaissance of adjoining and neighboring properties, background research, and review of available local, state and federal regulatory records regarding the presence of petroleum products and/or hazardous materials on or in the vicinity of the Property.

Major Findings and Opinions

The Property uses a street address of 3102 Cranberry Highway in the Town Wareham, Massachusetts. The Property is identified in the Wareham Assessor's records as 375,923 square feet (8.64 acres) of land, designated as Parcel Q1 on Map 131. The owner of the subject Property is identified in Assessor's records as Boston Land Group LLC c/o Michael Wrigley, 1500 Hillcrest Road, Norcross, Georgia; with a deed recorded on December 23, 2011, in Book 40771 on Page 296. The Property operates as the Starlight Motel.

The Property is improved by a 4,959 square foot, single-story motel building constructed in approximately 1960. The building is a U-shaped structure situated on the southwestern portion of the parcel. A paved drive and landscaped area is located on the south side of the building between the motel units and Cranberry Highway. The northern portion of the parcel is undeveloped and sparsely wooded. A small landscaped area is centrally located within the paved parking and driveway.

The motel has fourteen rental units that are used as both daily and long-term rentals. GREEN accessed one representative motel unit. Each contains a single room with a refrigerator, microwave and television, and a restroom. The manager's office is centrally located within the U-shaped building, and has a second-story unit above. The central main section of the building has a basement with storage for the tenants. No evidence of a release of oil or hazardous materials was identified during our site reconnaissance.

The Property is connected to the municipal water and sewer supplies, and has natural gas heat.

On-Site Environmental Conditions

The following on-site environmental conditions were identified:

1. Historic Underground Storage Tank

A 1,000 gallon heating oil tank was removed from the motel property in August 2001. GREEN has not identified documentation of soil testing during tank removal. However, a January 2008 Downgradient Property Status submittal (see **Appendix G**) makes reference to an August 2001 letter prepared by ENSR Environmental which reportedly states that, “petroleum impacts were not observed when the fuel oil tank was removed in 2001”.

2. On-site Dumping

During reconnaissance of the wooded and undeveloped portion of the property, GREEN identified several areas where dumping has previously occurred. Items identified included automobile parts, building debris, tires, metal scraps, and at least one rusted metal drum and gas can (see **Appendix E**). The debris was noted at various locations within the undeveloped portion of the property. No evidence of stained soil or an active release of oil or hazardous materials was noted.

According to the EDR report (see **Appendix F**) dumping incident was identified on or adjacent to the subject property in June 1997. Information reviewed indicates that the radiator repair shop/RV center was discharging motor oil and antifreeze to surface water and/or a containment basin. Information reviewed indicates that Kent’s Welding was the source. GREEN did not observe surface water on the subject Property during our site reconnaissance. A catchment for state highway drainage is located directly to the west of the Property.

3. Lead in On-site Groundwater

Elevated concentrations of lead were detected in the groundwater on the southeastern portion of the property. This was attributed to historic releases of leaded gasoline at the former Sunoco station (3106 Cranberry Highway). Information reviewed indicates that groundwater samples were collected on the subject property between 1993 and 2006. In January 2008 a Downgradient Property Status submittal was made to the Massachusetts Department of Environmental Protection, under release tracking number RTN 4-21061, for the subject property.

Response actions at the gasoline station property included a soil vapor extraction system (1993-1997), a remedial additive pilot test to reduce dissolved lead within the target area (2004), ozone injections to reduce residual hydrocarbon impacts in groundwater (2009) and long term groundwater monitoring (1993-2012). In October 2013 a Class A-2 Response Action Outcome closure report, with a Method 3 Risk Characterization, was filed with the MassDEP.

The RAO states that the MCP disposal site boundary is limited to the former Sunoco property boundary and states that total and/or dissolved lead historically detected in groundwater is likely due to “naturally occurring background conditions for the area”. It further discusses the wells on the subject property (MW-13, MW-14 & MW-15) as being Sentinel Wells, installed between the contaminant plume on the gas station property and the Town of Wareham public drinking water wells and focuses the evaluation of risk to petroleum constituents. Groundwater samples were

collected from these wells between 1993 and 2006, by the environmental consulting for the gasoline station. Testing included gasoline carbon fractions, total and dissolved lead and leaded gasoline additives. In general the data set indicates that the tested constituents trended downward and no dissolved lead exceedances were identified in monitoring wells MW-13, MW-14 or MW-15 during the last several sampling rounds.

A February 2014 Release Amendment Form, completed by MassDEP staff, summarizes a Level 1 Site Inspection conducted as part of a Technical Screening Audit. The form indicates that “no off-site impacts are currently exceeding GW-1 standards” and “despite variable groundwater flow directions and unknown source for dissolved lead, no environmental issues were observed in the field”.

Off-Site Environmental Conditions

There were locations of environmental conditions identified within the ASTM search radii, as discussed in **Section 4.1** of this report. Based upon the distance from the Property, nature of the release, response actions conducted and/or status with the Massachusetts Department of Environmental Protection, in our opinion, environmental conditions identified on the listed sites are unlikely to impact the subject Property and are not considered to be RECs.

Conclusions and Recommendations

We have performed a Phase I Environmental Site Assessment, in conformance with the scope and limitations of ASTM Practice E 1527-13, of 3102 Cranberry Highway in Wareham, Massachusetts, the Property or subject site. Any exceptions to, or deletions from, this practice are described in Sections 1.3 and 1.4 of this report. This assessment has revealed evidence of potential RECs in connection with the Property that in our opinion, warrant further assessment.

GREEN recommends conducting a subsurface assessment to evaluate soil and groundwater quality in the former heating oil tank location, further assess areas of solid waste dumping, and sample groundwater on the southeastern portion of the property for the presence of lead.

TAB 9

TOWN OF WAREHAM ZONING BOARD OF APPEALS

COMPREHENSIVE PERMIT APPLICATION pursuant to M.G.L. Ch. 40B, §§ 20-23

APPLICANT: Dakota Partners, Inc.

SUBJECT PROPERTY: 3102 Cranberry Highway (Route 28 and Route 6), Wareham
Assessors Map 131, Parcel Q1

PROJECT NAME: Woodland Cove Apartments

DEVELOPMENT TEAM

APPLICANT / DEVELOPER

Dakota Partners, Inc.
James V. O'Brien, Vice President
Development & Construction
1264 Main Street, Waltham, MA 02451
781-733-6851
jobrien@dakotapartners.net

ATTORNEY

Freeman Law Group
Peter Freeman, Partner
86 Willow Street
Yarmouth Port, MA 02675
508-362-4700
pfreeman@freemanlawgroup.com

CIVIL ENGINEER

BSC Group
Dominic Rinaldi, P.E., LEED AP BD+C
Senior Project Manager
803 Summer Street
Boston, MA 02127
617-896-4386
drinaldi@bscgroup.com

ARCHITECT

R.A. Schaeffer & D.M. White, Architects
P.O. Box 447
112 Elm Street
Goffstown, New Hampshire 03045
603-497-3405

TRAFFIC ENGINEER

McMahon Associates, Inc.
300 Myles Standish Boulevard, Suite 201
Taunton, MA 02780
508-823-2245



About Dakota Partners

DAKOTA PARTNERS, INC. is a Massachusetts-based real estate developer and builder involved in the acquisition and development of multi-family rental communities and for-sale projects in both urban and suburban areas throughout New England and New York. With a unique expertise in delivering high-quality workforce and affordable housing, we develop projects from the ground up as well as acquire and reposition existing real estate. Our substantial experience with state and federal programs enables us to undertake complex real estate transactions that utilize low income housing tax credits (LIHTC), historic tax credits, community development block grants, and Housing and Urban Development programs.

Dakota and its team have successfully acquired or completed over 100 residential projects, including a number of garden-style affordable housing developments in New England, the conversion of an historic New Hampshire mill into loft-style apartments, and several projects involving the adaptive reuse of historic urban buildings in Hartford, Connecticut. At the core of every project is Dakota's mission to improve the lives of the people who live in our communities. We do this by integrating a high level of design with green building technologies and traditional craftsmanship to create vibrant and desirable projects. In addition, partnering with neighborhood groups and public officials ensures the success of our projects for all stakeholders in the community.

Founded in 2006, Dakota is proud of its ten years of consecutive growth and has consistently added depth and breadth to its development, construction, asset management and operations teams. With a team of exceptional professionals dedicated to upholding the highest standards of quality at every phase of development, Dakota is poised for continued growth and success in New England and beyond.

DAKOTA PARTNERS, INC.

MANAGEMENT TEAM PROFILES

Roberto Arista - Principal

Roberto Arista is principal and co-founder of Dakota. Roberto brings 30 years of experience in project planning & development, budgeting and financing, including successful management of more than \$100 million in capital projects with full profit and loss accountability. As a real estate developer, Roberto successfully managed the development of approximately \$50 million in real estate, including condominiums, rental units, and land subdivisions.

Marc Daigle - Principal

Marc Daigle is principal and co-founder of Dakota. Marc brings three decades of experience in design, development, and construction. Marc successfully developed over 30 projects totaling over \$100 million in real estate including condominium units, rental projects, and land developments.

Stephen Kominski – Vice President of Acquisitions

Stephen Kominski joined Dakota in 2006. Stephen has over 25 years of experience in projects permitted under Chapter 40B. Since joining Dakota, Stephen has worked on identifying and acquiring sites appropriate for affordable housing, securing financing and overseeing the development process. During this time Stephen produced site control and permits for a number of projects, including: Maple Ridge, Village Green, and Tenney Place. Over the last 20 years, Stephen has been involved in a variety of apartment projects throughout the country. He has completed these projects in various capacities, such as General Partner, Development Manager, and Consultant.

James O'Brien – Director of Construction & Development

James O'Brien has over 35 years of construction and development experience in the real estate industry. Prior to joining Dakota, Jim worked for Insignia Financial Group out of New York which, at the time, was the largest owner /manager of multi-family real estate in the Country. Insignia Financial Group had 537 offices across the Country and was in control of over 11 Billion Dollars in Real Estate holdings. Insignia's holdings included 330,000 units nationwide and over 75 million square feet of retail and commercial office space. Jim received his B.S. in Electrical Engineering and Computer Science from Wentworth Institute, graduating Tau-Alfa-Pi, with a minor in Fiber Optics. He holds an unrestricted Builder's License from the Commonwealth of Massachusetts and a Master's in Electrical. He has also been certified by the Commonwealth of Massachusetts as a Certified Building Official and holds a Real Estate Broker's License.



Village Green | Barnstable, MA

DAKOTA PARTNERS' two-phased project in Barnstable delivered a total of 120 much-needed apartments to the Cape Cod market, where finding quality, affordable housing poses a significant challenge for Cape Cod workers and their families. The apartments are conveniently located within a five-minute drive to Route 6, Cape Cod's primary highway. In addition, a public transit stop is located at the entrance to the community, providing residents with easy access to the many retail, dining and entertainment establishments in the area.

Phase I, which was completed in the spring of 2015, entailed the construction of two three-story buildings with a mix of one-, two- and three-bedroom apartments. The 60 units feature spacious layouts, modern kitchens and Energy Star appliances. The property also includes a bright and airy clubhouse, which is designed in a traditional Cape Cod style, where residents can gather in the community lounge or use the on-site fitness center. Children in the community have a large playground area to enjoy.

The second phase of the project, placed into service at the end of 2016, added two buildings and another 60 units. Forty-five of the units are designated as affordable and 15 are dedicated to previously homeless families.



PROJECT STATS

YEAR COMPLETED 2015, 2016

TOTAL DEVELOPMENT COSTS \$30 million

FINANCING PARTNERS:

MA DCHD	Bank of America
MA Housing Partnership	Town of Barnstable
Barnstable HOME Consortium	Alden Torch
Stratford Capital Group	

FINANCING PROGRAMS USED

Low Income Housing Tax Credits
HOME
Affordable Housing Trust Fund
Housing Stabilization Fund



Tenney Place | Haverhill, MA

DAKOTA PARTNERS' Tenney Place project is ideally nestled in a residential enclave in Haverhill, but just minutes from public transportation and dining, shopping and entertainment options. Designed for maximum comfort and efficiency, Tenney Place offers spacious open layouts, walk-in closets and modern kitchens with sleek black Energy Star appliances. Many of the one-, two- and three-bedroom units feature French doors that open onto a patio or balcony.

A two-phased project, Tenney Place will eventually deliver 144 apartments in four buildings. The first phase of the project includes one three-story and one four-story building, with a mix of one-, two- and three-bedroom apartments. Phase I was completed in 2016 and immediately began welcoming eager residents.

Phase II of the project, which will add another 72 units in two identical buildings, is underway in with delivery anticipated for 2018. A clubhouse with a community lounge and fitness center are also be built during the second phase of the project.



PROJECT STATS

YEAR COMPLETED 2016, 2018

TOTAL DEVELOPMENT COSTS \$38 million

FINANCING PARTNERS

Bank of America
MA DHCD
MA Housing Partnership
Boston Community Loan Fund
North Shore HOME Consortium
The City of Haverhill

FINANCING PROGRAMS USED

Low Income Housing Tax Credits
HOME
Affordable Housing Trust
Neighborhood Stabilization



Whitman Woods | Tyngsboro, MA

DAKOTA PARTNERS' first affordable housing development, Whitman Woods offers 96 high-quality two-bedroom apartment homes to families in the Merrimack Valley. Located in a wooded setting just minutes from Routes 3 and 495, Whitman Woods offers convenient access to area schools and universities, businesses and recreation activities, as well as to abundant shopping and dining options.

Whitman Woods was completed in two phases between 2010 and 2012. The first phase of construction, which consisted of site work and three three-story buildings, was delivered in 2010. Its 72 units were fully leased within six months. The fourth building, adding another 24 units, was completed in February 2011 and fully leased within three months. Constructed using modular technology, units feature spacious floor plans, bedrooms with walk-in closets, well-appointed kitchens with Energy Star appliances and air conditioning. Some units feature balconies, patios or decks. Community amenities also include laundry facilities within each building, a playground, community garden, basketball court and dog park.



PROJECT STATS

YEAR COMPLETED 2010, 2011

TOTAL DEVELOPMENT COSTS \$24 million

FINANCING PARTNERS

Bank of America

Massachusetts Housing Partnership

Massachusetts DHCD

Boston Capital

FINANCING PROGRAMS USED

Low Income Housing Tax Credits

Affordable Housing Trust

Priority Development Fund

Yarmouth Commons

MASSACHUSETTS



Yarmouth Commons – South

Yarmouth, Massachusetts

Dakota Partners Yarmouth Commons project is located at 881 Route 28 in South Yarmouth, Massachusetts. The proposed development will consist of three residential buildings, an expansive common green space, fitness center, leasing office, playground, and community center. Two of the residential buildings will be two stories in height, one with 19 residential units and the other with 20 units. The third residential building will be three stories in height with 30 units.

The apartments will feature open concept floor plans, spacious bedrooms, and modern kitchens with Energy Star appliances. Units will also have a heat-recovery ventilator (HRV) unit that will provide continuous fresh air while also enhancing energy efficiency.

Yarmouth Commons is located in an attractive suburban setting with convenient access to Route 28 and Route 6 and to the cities of Hyannis and Barnstable. Many amenities can also be found within a short drive of the apartments.

Construction is anticipated to begin in the spring of 2018. Yarmouth Commons will welcome its first residents at the end of 2018 and will be managed by HallKeen Management. Total development costs are estimated at \$22 million.

TAB 10



ILLUSTRATIVE SITE PLAN
MULTI-FAMILY HOUSING
WAREHAM, MA
JANUARY 16, 2018

TAB 11

TOWN OF WAREHAM ZONING BOARD OF APPEALS

COMPREHENSIVE PERMIT APPLICATION

pursuant to M.G.L. Ch. 40B, §§ 20-23

APPLICANT: Dakota Partners, Inc.

SUBJECT PROPERTY: 3102 Cranberry Highway (Route 28 and Route 6), Wareham
Assessors Map 131, Parcel Q1

PROJECT NAME: Woodland Cove Apartments

TAB 11

Comprehensive Permit Plans (“Site Plans”) prepared by BSC Group entitled “Woodland Cove” prepared for Dakota Partners, Inc. dated January 12, 2018.

Filed under separate electronic file due to large file size.

TAB 12

TOWN OF WAREHAM ZONING BOARD OF APPEALS

**COMPREHENSIVE PERMIT APPLICATION
pursuant to M.G.L. Ch. 40B, §§ 20-23**

APPLICANT: Dakota Partners, Inc.
SUBJECT PROPERTY: 3102 Cranberry Highway (Route 28 and Route 6), Wareham
Assessors Map 131, Parcel Q1
PROJECT NAME: Woodland Cove Apartments

TAB 12

Architectural Plans (Floor plans, Elevations, and Renderings) prepared by R.A. Schaefer & D.M. White, Architects entitled “Woodland Cove” prepared for Dakota Partners, Inc., dated January 17, 2018.

Filed under separate electronic file due to large file size.