



2.06.

CITY OF CAMBRIDGE, MASSACHUSETTS
PLANNING BOARD
CITY HALL ANNEX, 57 INMAN STREET, CAMBRIDGE 02139

a. SPECIAL PERMIT APPLICATION – COVER SHEET

To the Planning Board of the City of Cambridge:

The undersigned hereby petitions the Planning Board for one or more Special Permits in accordance with the requirements of the following Sections of the Zoning Ordinance:

- 1. S.28.2 2. _____
- 3. _____ 4. _____

Applicant: LACOURT FAMILY LLC

Address: 30 College Ave
Somerville MA 02144.

Telephone: (617) 872-4499 FAX: (888) 371-6130

Location of Premises: 40 NORRIS ST.

Zoning District: RESIDENCE B

Submitted Materials: CONTEXT PLAN, SITE PLAN, FLOOR PLANS,
ELEVATIONS

Signature of Applicant: *[Signature]* MANAGER.

For the Planning Board, this application has been reviewed and is hereby certified complete by the Community Development Department:

10-15-10 *[Signature]*
Date Signature of CDD Staff

b. SPECIAL PERMIT APPLICATION – SUMMARY OF APPLICATION

Project Name:
Address of Site: 40 NORRIS STREET.
Applicant: LACOURT FAMILY LLC
Planning Board Project Number: (CDD)

Hearing Timeline (CDD)

Application Date: _____
Planning Board 1st Hearing Date: _____ *
(PUD Development Proposal, other special permit)
Planning Board Preliminary Determination: _____ *
(PUD Development Proposal)
Second Submission Date: _____ *
(PUD Final Development Plan)
Planning Board 2nd Hearing Date: _____ *
(PUD Final Development Plan)
Final Planning Board Action Date: _____ *
(PUD Final Development Plan, other special permit)
Deadline for Filing Decision: _____ *

*Subject to extension by mutual agreement of the Applicant and the Planning Board

Requested Relief:

- CHANGE OF USE TO 35 APARTMENTS 37?

Project Description

Brief Narrative: See attached

Project Size:

- Total GFA: ~50,000 s/f
- Non-residential uses GFA: _____
- Site Area (acres and SF): 25,700 s/f
- # of Parking Spaces: 35

Proposed Uses:

- # of Dwelling Units: 35
- Other Uses _____
- Open Space (% of the site and SF) _____

Proposed Dimensions:

- Height: No. change.
- FAR: _____

NARRATIVE:

**40 Norris Street
Cambridge, MA 02140**

PROPOSED NUMBER OF UNITS UNDER 5.28.27: 33 to 36 units

The North Cambridge Catholic High School is located at 40 Norris Street, about center-way of a residential street in North Cambridge. The building is located within 150 feet of a public park, and about 300 feet from the 77 Bus Stop.

The building has approximately 47,000 square feet of livable space with the top level (old auditorium) having 17 foot ceilings to the cat-walk and 32-foot ceilings to the roof rafters. This auditorium area is slated to receive either duplexed or triplexed units, as proposed in the working plans, so as to capture the 17 foot and 32 foot ceiling heights.

The building has 20 audited parking spaces (from a 1990 audit), and the high school routinely used 35 parking spaces in the lot (we have an affidavit from the High School Attorneys speaking to that level of usage. Additionally, aerial photography via Google-Earth verifies this type of parking usage level). Furthermore, the High School reserved as many as seven spaces on the street in front of the building for bus standing. The new use of the building can return these extra spaces to the neighborhood. In total, the change of use from school to residential apartments will comfortably lend 42 added spaces to support the conversion project, though the applicant is only seeking to place 35 or so apartments into the building.

With the exception of the auditorium area, the proposed plan is to largely maintain the existing internal layout of the building and utilize the pre-existing classrooms/administrative spaces as individual units, comprised largely of 2 & 3 bedroom units, with as many as 8-10 one bedroom units. If only 33 units are provided by the planning board, the auditorium area will be converted to Two 8-bedroom units with large open community spaces. In order to reduce these unit sizes, the auditorium's massive 5-member-structural-timber-truss framework could allow units to go "between" the truss spans, which would produce 6 smaller units (in the 2-3 bedroom size), rather than the 2 large units. If this were the chosen direction of the planning board, the number of units would grow from 33 units to 37 units.

The beautiful oversized double wooden staircases will be largely unaltered and refinished so as to maintain the character of the building. While one of the staircases could be removed to make use of the space for multiple added apartments, we feel this is not a good decision to protect the character of the project.

The hallways of the school will be consumed into units, and the pre-existing 5-foot central storage rooms (running down the center of the building, parallel to the existing hallways) will become the new 5 foot wide hallway/corridor. These types of minimally

altered areas will lend to LEED certification at the silver level by taking advantage of minimal demolition of the existing room partitions and structural walls.

The external of the building will not be changing, with the exception of landscaping improvements, removal of the large fire escape egress for the top floor auditorium (was previously needed for large occupancy associated with auditorium events), and skylights in the roof for the cathedraled units. Additionally, outdoor bike racks will be provided in the front of the building (racks will be largely hidden from view by "mounding" of soil for plantings of low-growth trees (such as Weeping Japanese Maples) and large hostas/grasses. The selection of landscaping species will be done in concert with the abutters directly in front of the building, as they are the most affected by the views of the landscape.

The project is expected to take about 12 months to complete.

40 NORRIS STREET

Revised

Appendix I - Dimensional Form

Special Permit #	Address:			
	Allowed/Required	Existing	Proposed	Granted
Total FAR		1.83	1.86	
Residential	0.5	∅	1.58	
Non-Residential	∅	1.83	∅	
Inclusionary Bonus	0.5	∅	0.28	
Total GFA in Sq. Ft.		47,000	47,900	
Residential	∅	∅	47,900	
Non-Residential	∅	47,000	∅	
Inclusionary Bonus	∅	∅	15%	
Max. Height				
Range of heights	35'	77'	77'	
Lot Size	5,000	25,700	25,700	
Lot area/du	2,500	NO CURRENT D.U.'S	695	
Total Dwelling Units				
Base units	∅	∅	37	
Inclusionary units	∅	∅	31	
			6	
Min. Lot Width	50'	185'	185'	
Min. Yard Setbacks				
Front	15'	10'	10'	
Side, Left	7'6" (Sup. of F20)	23'	23'	
Side, Right	7'6" (Sup. of F20)	4'10"	4'10"	
Rear	25'	62'	62'	
Total % Open Space	40%	57% 57%	57%	
Usable		97%	97%	
Other		3%	3%	
Off Street Parking	1 PER UNIT			
Min #		20		
Max #		37	35	
Handicapped		∅	2	
Bicycle Spaces	∅	∅	24 OUTDOOR / 24 INDOOR	
Loading Bays	∅	∅	∅	

Part V – Ownership Certificate

OWNERSHIP CERTIFICATE - PLANNING BOARD SPECIAL PERMIT



This form is to be completed by the OWNER, signed, and returned to the Office of the Planning Board:

I hereby authorize: LACOURT FAMILY LLC MANAGER MOUHAB RIZKALLAH
(Petitioner)

Address 30 College Ave City or Town SOMERVILLE MA 02144

to apply for a special permit for APARTMENT BUILDING on premises
(Type of Development)

located at: 40 NORRIS ST 192-151 CAMBRIDGE
(Street and Number) (Assessor Plat and Lot Number (s)) (City)

for which the record title stands in the name of: LACOURT FAMILY LLC

whose address is: 30 COLLEGE AVE
(Street and Number) (City or Town) (State)

by a deed duly recorded in the SOUTHERN MIDDLESEX County Registry of Deeds

in Book 55397 Page 563; or Registry District of the Land Court, Certificate

No 2010 00163224 Book 55397 Page 563

Mouhab Rizkallah, MANAGER.
Signature of Land Owner MOUHAB RIZKALLAH, MANAGER.
(If authorized Trustee, Officer or Agent so denitrify)

Commonwealth of Massachusetts, County of MIDDLESEX

The above-named MOUHAB RIZKALLAH personally appeared before me, this 12th
(Day)

of OCT., 1 2010, and made oath that the above statement is true.
(Month) (Year)

T. Scott Vantonger Notary

My Commission expires _____ (Notary Seal)





Bk: 55397 Pg: 563 Doc: DEED
Page: 1 of 4 09/17/2010 02:30 PM

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 09/17/2010 02:30 PM
Ctrl# 145210 15153 Doc# 00163224
Fee: \$16,416.00 Cons: \$3,600,000.00

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that the Roman Catholic Archbishop of Boston, A corporation sole duly and legally organized and existing under the laws of the Commonwealth of Massachusetts, (the "Grantor") for consideration paid of Three Million Six Hundred Thousand (\$3,600,000.00) Dollars grants to

LACOURT FAMILY LLC, a Massachusetts limited liability company, maintaining an address at 30 College Avenue, Somerville, Massachusetts 02144 (the "Grantee")

A certain parcel of land with the building thereon situated in Cambridge, bounded and described as follows:

Beginning at a point in the southerly line of Norris Street, said point being at the intersection of the easterly line of Drummond Place;

Thence, southerly by said easterly line of Drummond Place one hundred (100.0) feet to an angle;

Thence, easterly five (5.0) feet to an angle;

Thence, again, southerly forty (40.0) feet to a point in the southerly line of Drummond Place;

Thence, easterly one hundred eighty (180.0) feet to a corner;

Thence, northerly by Lot No. 70 division line, one hundred forty (140.0) feet to a point in the southerly line of Norris Street;

Thence, westerly by said, southerly line of Norris Street one hundred eighty-five (185.0) feet to the point of beginning.

Containing twenty-five thousand seven hundred (25,700) square feet as shown as Lot. No 151 on Assessors' Block Plan 191. All the above described dimensions and area are more or less.

Gerard Fong, Esq.
Fong & Kaston, LLP
24 School Street
Suite 720
Boston, MA 02108

This conveyance is subject to the following covenants: The Grantee agrees for itself or another entity in which the Grantee holds a controlling legal or beneficial interest and its successors in title and assigns to covenant that: (a) it shall not use the Premises for a church chapel or other house of religious worship; (b) an abortion clinic; (c) the operations of professional counseling services which advocate abortion or euthanasia; or (d) the operation of any embryonic stem cell research facility or services implementing embryonic stem cell research ((a) through (d) collectively the "Use Restrictions"). The Use Restrictions described above shall expire upon the ninetieth (90th) year from the date of recording of the Deed. The Roman Catholic Archbishop of Boston, A Corporation Sole, with an address of 66 Brooks Drive, Braintree, Massachusetts 02184 is benefitted under the provisions of Massachusetts General Laws, Chapter 184, Section 27 (the Benefitted Parcel"). The Grantee acknowledges that these Use Restrictions are imposed for the benefit of the Grantor and are of actual and substantial benefit to the Grantor. At such time as the Grantor ceases to operate a Roman Catholic Parish at, or from, the Benefitted Parcel, these Use Restrictions shall automatically terminate and shall not then after be enforceable. In such event, upon request of the Grantee, or its successors in title or its assigns, Grantor shall execute a written and recordable instrument confirming such termination.

Grantee, on behalf of itself and its successors and assigns, waives any and all claims and defenses as to the enforceability of the Use Restrictions and the Covenant, as the case may be, in accordance with their terms. The Grantee acknowledges and agrees, on behalf of itself, and its assigns and successors in title that the Grantor will from time to time record notices of extensions of the Use Restrictions and Covenant as such notices and extensions are provided for in Massachusetts General Laws, Chapter 184, Sections 27 and 29.

In the event of a breach of the Covenant and/or Use Restrictions at any time during the duration of same as set forth herein, the Grantor, and its successors in title ("Specific Performance of Covenant and Use Restrictions") may seek specific performance of the Use Restrictions in a Court of Law having jurisdiction over the matter and obtain from the Grantee or its successors in title, all costs and expenses, including attorney's fees, incurred in the enforcement of defense of the Use Restrictions, and any other damages (excluding any consequential, indirect or punitive damages) suffered by the Grantor arising or resulting from a breach of the Use Restrictions. In no event shall the Grantee, or any successor or assign of the Grantee, be responsible or liable in any way for a breach of the Use Restrictions occurring outside of Grantee's (or such successor's or assign's, respectively) term of ownerships of the premises.

The Grantee agrees, on behalf of itself, its assigns and its successors in title that if the Grantee, its assigns, and its successors in title make an arms-length fair market conveyance of the Property in its entirety within five (5) years of the date of the recording of the Deed from the Seller, to the Grantee, the Grantee, its assigns and its successors in title shall pay the Seller as follows (being the "Unjust Enrichment Covenant"):

Fifty (50%) of the difference between the consideration paid by the Purchaser to the Seller for the Property, and any increased sale price of the subsequent initial arms-length fair market conveyance, less (i) the actual documented acquisition, development and disposition

costs, including, without limitation, development fees, carry costs, financing costs and interest incurred by the Purchaser, its assigns, or its successors in title for permits and improvements made to the Property by the Purchaser or its assigns or its successors in title and less (ii) a profit of twenty(20%) percent of all such acquisition and development costs incurred in acquiring and developing the Property (collectively, the "Off-Set Amounts");

If such initial arms-length fair market value sale occurs after the date of the first anniversary of the date of the recording of the Deed, the aforementioned percentage will be reduced to Forty (40%) per cent;

If such initial arms-length fair market value sale occurs after the date of the second anniversary of the date of the recording of the Deed, the aforementioned percentage will be reduced to Thirty (30%) per cent;

If such initial arms-length fair market value sale occurs after the date of the third anniversary of the date of the recording of the Deed, the aforementioned percentage will be reduced to Twenty (20%) per cent; and

If such initial arms-length fair market value sale occurs after the date of the fourth anniversary of the date of the recording of the Deed, the aforementioned percentage will be reduced to Ten (10%) per cent."

The Unjust Enrichment Covenant will expire upon the earlier the fifth anniversary of the date of the recording of the Deed from the Seller to the Purchaser or at such earlier time for any phase of Purchaser's project for which the Purchase obtains the issuance of a valid and permanent Certificate of Occupancy from the City of Cambridge for its first unit of housing in said phase, if any.. Payment shall be made by the Purchaser, its assigns, or its successors in title, at the closing of the initial arms-length fair market value conveyance of the entire Property or at each initial arms-length fair market value conveyance of any portion of the Property. Upon payment of the aforementioned sum in the instance of the first arms-length conveyance of the entire Property, or sums in each instance of the first arms-length fair market conveyance of a portion of the Property (or residential or commercial condominium unit) upon request, the Seller shall issue a release of this Covenant to the Purchaser or its assigns or its successor in title as it pertains to the Property or a portion of the Property. If the Purchaser, its assigns or its successors in title conveys a portion or portions of the Property during the initial five-year period, the aforementioned payment (s) will be made on the same percentage basis, based upon (i) a fair allocation of the Purchase Price based on the relative value of such portion(s) sold to the entire Property, and (ii) a fair allocation of the Off-Set Amounts based upon the relative acquisition, development and disposition costs attributable to such portion(s) sold to the entire Property.

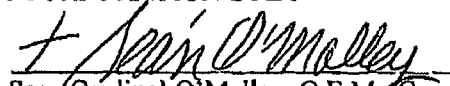
Anything herein to the contrary notwithstanding, the Unjust Enrichment Covenant shall terminate following any foreclosure sale with respect to any mortgage, deed of trust or other security interest held by an unrelated third party, institutional lender on or in the Property, or following such conveyance in lieu of foreclosure of such security interest.

For title of said Roman Catholic Archbishop of Boston, see Deed recorded in Book 8975, Page 262 of Middlesex South District Registry of Deeds (see also Book 10510, Page 155).

See Certificate of Merger of Archdiocesan Central High Schools, Inc. into the Roman Catholic Archbishop of Boston, a Corporation Sole to be recorded herewith.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 15 day of September, 2010.

ROMAN CATHOLIC ARCHBISHOP OF BOSTON,
A CORPORATION SOLE

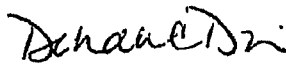

Sean Cardinal O'Malley, O.F.M., Cap.

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

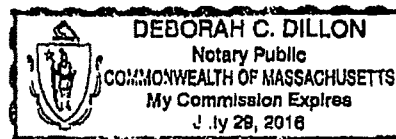
Sept. 15, 2010

Then personally appeared before me, the undersigned notary public, the above-named Archbishop of Boston, his Eminence, Sean Cardinal O'Malley, O.F.M., Cap., of the Roman Catholic Archbishop of Boston, a Corporation Sole, and proved to me through satisfactory evidence of identification which was personal knowledge to the person's whose name is stated on the preceding document, and acknowledged to me that they signed it for its stated purpose.



Notary Public

My commission expires: 7/29/16



City of Cambridge, Massachusetts
Planning Board
City Hall Annex, 344 Broadway, Cambridge, MA 02139

Certification of Receipt of Plans
City Arborist

To: Chair
Cambridge Planning Board

RE: Planning Board Special Permit Application # _____
(if known)

Title _____

Address: 40 NORRIS STREET _____

For the purpose of fulfilling the requirements of Section 4.26, 19.20 or 11.10 of the Cambridge Zoning Ordinance, this is to certify that this Department is in receipt of the application documents submitted to the Planning Board for approval of a MultiFamily, Project Review or Townhouse Special Permit for the above referenced development project: a Tree Study which shall include (a) Tree Survey, (b) Tree Protection Plan and if applicable, (c) Mitigation Plan, twenty one days before the Special Permit application to Community Development.



10/12/10

For the City Arborist
(Signature)

Date

George Stylianopoulos

City of Cambridge, Massachusetts
Planning Board

City Hall Annex, 344 Broadway, Cambridge, MA 02139

Certification of Receipt of Plans
Cambridge Department of Public Works

To: **Chair**
Cambridge Planning Board

RE: Planning Board Special Permit Application # _____
(if known)

Title _____

Address: 40 NORRIS STREET.

For the purpose of fulfilling the requirements of Section 19.20 of the Cambridge Zoning Ordinance, this is to certify that this Department is in receipt of the following application documents submitted to the Planning Board for approval of a Project Review Special Permit for the above referenced development project: (a) an application narrative and (b) small format application plans at 11" x 17", or the equivalent. The Department understands that receipt of these documents does not obligate it to take any action related thereto.



10/12/10

For the Cambridge Department of Public Works
(Signature)

Date

George Stymopoulos

City of Cambridge, Massachusetts
Planning Board
City Hall Annex, 344 Broadway, Cambridge, MA 02139

Certification of Receipt of Plans
Cambridge Department of Traffic, Parking and Transportation

To: **Chair**
Cambridge Planning Board

RE: Planning Board Special Permit Application # _____
(if known)

Title _____

Address: 40 Morris St.

For the purpose of fulfilling the requirements of Section 19.20 of the Cambridge Zoning Ordinance, this is to certify that this Department is in receipt of the application documents submitted to the Planning Board for approval of a Project Review Special Permit for the above referenced development project: (a) an application narrative and (b) small format application plans at 11" x 17" or the equivalent. The Department understands that the receipt of these documents does not obligate it to take any action related thereto



10-13-10

For the Cambridge Traffic, Parking and Transportation Department
(Signature)

Date

City of Cambridge, Massachusetts
Planning Board

City Hall Annex, 344 Broadway, Cambridge, MA 02139

Certification of Receipt of Plans
Cambridge Water Department

To: Chair
Cambridge Planning Board

RE: Planning Board Special Permit Application # _____
(if known)

Title _____

Address: 40 NOBIS ST. _____

For the purpose of fulfilling the requirements of Section 19.20 of the Cambridge Zoning Ordinance, this is to certify that this Department is in receipt of the application documents submitted to the Planning Board for approval of a Project Review Special Permit for the above referenced development project: (a) an application narrative and (b) small format application plans at 11" x 17" or the equivalent. The Department understands that receipt of these documents does not obligate it to take any action related thereto.



For the Cambridge Water Department
(Signature)

10/13/10
Date