

Re: Linwood Court, Broadway, Market, and Columbia Streets, Cambridge Application for Comprehensive Permit

Squirrel Brand, 12 and 17 Broadway, Cambridge Request for Approval of Insubstantial Amendment to Comprehensive Permit

Dear Chairman Alexander and Members of the Board:

Pursuant to General Laws Chapter 40B and the DHCD regulations thereunder, Just-A-Start submits the following documents regarding comprehensive permits for the two related projects listed above:

- 1. A request for approval of an insubstantial amendment to the comprehensive permit issued in 2000 at the Squirrel Brand site, and
- 2. An Application for a Comprehensive Permit to build 23 new units of affordable housing at the Linwood Court site, with all supporting documents (the "Squirrelwood" project).

These materials are being submitted together because, while the Squirrelwood project will be located on the Linwood Court site, some of the parking spaces for that project will be on the Squirrel Brand site. The insubstantial amendment to the Squirrel Brand comprehensive permit is to reallocate some of the parking spaces at the site to the Squirrelwood project. No parking spaces are being physically eliminated or changed at the Squirrel Brand site.

Just-A-Start looks forward to discussing these issues with you at our public hearing on February 15. Thank you.



January 16, 2018

Board of Zoning Appeals
City of Cambridge
831 Massachusetts Avenue
Cambridge MA 02139

Re: Insubstantial Change to Comprehensive Permit Case No. 8124

Dear Board of Zoning Appeal Members:

A Comprehensive Permit for the redevelopment of the Squirrel Brand site was granted by the Board of Zoning Appeal on June 8, 2000. This letter requests your approval of an insubstantial change to the existing Comprehensive Permit at that site. Specifically, we request that the Squirrel Brand Comprehensive Permit be amended to reduce the parking ratio from approximately 1 space per unit to .51 spaces per unit.

This amendment is requested as an insubstantial change under the DHCD Comprehensive Permit regulations at 760 CMR 56.05(11). This is an "insubstantial change" within the meaning of 760 CMR 56.05(11)(a) and 56.07(4)(c) because the proposed reduction of parking does not qualify under any of the categories for substantial change. In addition, the change will not materially affect the availability of parking for residents or neighbors due to the low rate of utilization of existing parking spaces at the Squirrel Brand site. CZO Article 6.36.1(g) requires off-street parking for multifamily buildings at a ratio of one space per dwelling unit. The existing Squirrel Brand site was permitted at this ratio. However, parking usage data from the property management company shows that the Squirrel Brand parking lot has been historically underutilized, with only 50% of units utilizing a parking space.

In an application for a Comprehensive Permit filed in conjunction with this request for amendment, we propose to combine the Squirrel Brand site with the nearby Linwood Court site for parking and management purposes, and to add 23 new dwelling units to the combined Squirrelwood project. If approved, occupants of Squirrelwood will have access to parking at both sites.

Unlike Squirrelwood, the Linwood Court site maintains a waiting list for parking privileges, with 56% of units either utilizing a parking space or waiting for one. We propose to add 4 additional spaces to the total available parking for Squirrelwood residents. Below is a summary of the changes at each site.

Existing Parking at Squirrel Brand: 19 spaces

Existing Units at Squirrel Brand: 20

Existing Parking at Linwood Court: 22 spaces

Existing Units at Linwood Court: 45

Proposed New Parking at Linwood Court: 4 spaces

Proposed New Units at Linwood Court: 23

Total Parking at Squirrelwood: 45 spaces

Total Units at Squirrelwood: 88

Therefore, the parking ratio at the Squirrel Brand site will decrease from 1 space per unit, to .51 spaces per unit. Based on historical utilization data, the .51 ratio is more appropriate for our occupant population and will result in sufficient, but not excessive, off-street parking for Squirrelwood residents.

We look forward to your approval to allow us to begin the work needed to move forward with constructing new affordable units through the Squirrelwood project. Thank you for your consideration.

Yours truly,

Craig Nicholson

Senior Project Manager



JAS Squirrelwood

40B Comprehensive Permit Application

| Tab | Description | Application Reference |
|-----|---|--------------------------|
| 1 | Project Narrative | |
| 2 | Comprehensive Permit Application | |
| 3 | Evidence of a Need for Affordable Housing | Sec. 7 |
| 4 | Eligibility Standards, Long Term Affordability, and Funding | Sec. 4, Sec. 6 |
| 5 | Existing Site Conditions | Sec. 8(b) |
| 6 | Deed | Sec. 3 |
| 7 | Drawings, Site Development, and Utility Plans | Sec. 8(a), 8(c), 8(f) |
| 8 | Building Tabulation | Sec. 8(d) |
| 9 | Photographs | Sec. 8(h) |
| 10 | Zoning Map | |
| 11 | Assessor's Plat | Sec. 8(i) |
| 12 | Ownership Certificate | Sec. 8(j) |
| 13 | Articles of Organization and 501(c)(3) Status | Sec. 1 |
| 14 | Proof of Filing Fee | |
| 15 | Parking Study | |



January 16, 2018

Board of Zoning Appeal City of Cambridge 831 Massachusetts Avenue Cambridge, MA 02139

Re: Comprehensive Permit Application for Squirrelwood

Dear Board of Zoning Appeal Members:

Just-A-Start is pleased to submit this comprehensive permit application in connection with the proposed Squirrelwood project, a refinancing and rehabilitation of two existing sites, in addition to the construction of 23 new units of affordable housing at the Linwood Court site. This comprehensive permit application is submitted in accordance with Massachusetts General Laws Chapter 40B, Sections 20-23.

This statute authorizes the Board of Zoning Appeal to grant exemptions from local ordinances and act on behalf of all local boards in this regard if the proposed housing is reasonable and consistent with local needs. Because the proposed project fits the context of the neighborhood and will provide 23 new affordable rental units, JAS believes that this project meets those standards.

The sponsor of the project is Just-A-Start (JAS), a Massachusetts non-profit corporation. JAS has developed over 600 units of affordable rental housing in Cambridge, along with over 100 affordable homeownership units. The organization has a long track record of working with the City of Cambridge, state funding agencies, and other funding agents to successfully develop and maintain quality affordable housing.

JAS proposes to develop 23 new units of affordable rental units on the previously developed Linwood Court site, which is already home to 45 units of affordable housing. The site is located in a dense urban neighborhood, with easy access to public transit, schools, restaurants, shopping, and job opportunities. The neighborhood also offers residents ample opportunities for enjoying the outdoors, with no fewer than five parks within a five-minute walk of the site. The neighborhood contains primarily tripledeckers and single-family homes, along with various commercial buildings, schools, and parks. The majority of buildings in the neighborhood are 3-4 stories, although several are noticeably taller.

The proposed 23 new units, which will be located in two new buildings (Buildings L and M) and one addition (Building N) to an existing building, consist of twelve one-bedrooms, eight two-bedrooms, and three three-bedrooms. Although the City typically emphasizes the need for new family-sized units, the new units at Squirrelwood are smaller to allow over-housed tenants the flexibility to right-size their units. The vast majority of units in the existing Linwood Court site are family-sized, with only three studios and two one-bedrooms in the entire project. This has resulted in a significant number of tenants who, as their family members have grown up and moved out, have found themselves over-housed in a family-sized unit. With almost no smaller units available to move into, those tenants have remained in their family-sized units, preventing new families from taking advantage of them. The proposed Squirrelwood project will offer existing tenants the flexibility to move into an appropriately sized unit, freeing up existing family-sized units for new families.

Thirteen of the proposed 23 new units will be designated as Low Income Housing Tax Credit units, and reserved for tenants who are at or below 60% of Area Median Income. The remaining 10 units will be designated as Workforce Housing units, available to moderate income tenants earning between 61%-100% Area Median Income. The affordability of all new units will be secured through a mortgage covenant with the City, as well as MassHousing and other lenders.

The proposed new buildings will be unusually efficient and sustainable, with the aim of achieving net zero energy efficiency as the design process progresses. JAS plans to incorporate an energy-efficient building envelope, high-performance mechanical systems, low-flow water fixtures, and photovoltaic panels. Additionally, 5% of units throughout the Squirrelwood project will be accessible and compliant with all MAAB guidelines.

The Squirrelwood site is located in a C-1 residential district under the Cambridge Zoning Ordinance. In this comprehensive permit application, JAS is seeking relief from the Board of Zoning Appeal as described below.

Use: The Site is located in the C-1 Residential District. Multi-family housing is permitted as of right in that district, but under Section 4.26.1 of the Ordinance, a special permit is required for a building with more than 12 units. That requirement applies to Building L, which will contain 14 units.

Building L and the project as a whole amply satisfy the criteria for a special permit under Sections 10.43(a)-(f) and 10.47.4 of the Ordinance. No particulars of the Site or use would be detrimental to the public interest regarding compliance with the Ordinance, traffic or access/egress, effects on adjacent uses, nuisances or hazards, the integrity of the district or purposes of the Ordinance, or consistency with the City's Urban Design Objectives. To the contrary, the project will greatly promote the public interest by providing affordable housing as described in this letter.

Dimensional regulations: Squirrelwood will require dimensional zoning relief regarding FAR and setbacks, and regarding height for one of the buildings.

• Floor Area Ratio: The maximum FAR applicable to the Site, including the 30% inclusionary bonus, is .975. The Site contains 59,638 square feet and Linwood Court consists of 57,942 square feet of gross floor area, resulting in a current FAR of .972. The project will add an additional 24,852 square feet of gross floor area, raising the FAR to 1.36. However, the Site build-out will remain consistent with the neighborhood, and the project will not overcrowd the Site or the abutters.

Setbacks: The required setbacks applicable to Squirrelwood range from 3.8' for the front of Building L to 27.1' for the right side of Building L.

Building L will require relief for the front and right side setbacks, Building M will require relief for the front setback, and Building N will require relief for the left side setback. However, all of these buildings will be consistent with their streetscapes and adjacent buildings. For example, the front of Building M, which will be between existing Just-A-Start buildings along Broadway, is designed to be in line with the fronts of those buildings. None of the setbacks for the three new buildings will result in any overcrowding or other impacts on any other building or the residents.

- Height: The height limit in the C-1 district is 35 feet. Building L, a four-story, 14-unit building on the Market Street side of the Site, will be 46 feet high. However, it will not tower over or be out of scale with its surroundings. Two of the existing buildings in Linwood Court, Buildings B and C, are 45 and 46 feet high, and several of the buildings in the adjacent neighborhood are significantly taller. For example, the George Close Building is more than 70' high.
- Private Open Space: The Ordinance requires that 30% of the lot be private open space. Linwood
 Court currently has 40%, and Squirrelwood will reduce that figure to 22%. However, the project
 will enhance the open space with an aim toward increasing the intensity of usage of the space. The
 project includes elements to make the space more attractive, more usable, and less susceptible to
 undesirable uses than the current space.
- Density: The Ordinance requires 1500 s.f. of lot area per unit, with a 30% inclusionary housing bonus for additional units. As applied to the Site, the maximum number of units is 51.7. Linwood Court currently has 45 units, whereas the project will raise that number to 68. However, based on the existing build-out and the configuration of the new buildings, Squirrelwood will not be overly dense.
- Distance between buildings: The Ordinance requires that the distance between adjacent buildings must be at least the sum of their heights divided by six, with a minimum of 10′. The project will require relief from that minimum for Building L (8.5′ from existing Building B, with 15.2′ required) and Building M (9.9′ from existing Building F, with 10′ required). These modest deviations from the required distances will not result in any adverse impacts on either the new or existing buildings, or any residents.

All the requested relief from these dimensional regulations is reasonable. In view of the existing buildout of Linwood Court, none of those aspects of the project will be detrimental to the existing residents, the abutters to the Site, or the neighborhood.

Number of Parking Spaces: The Ordinance requires one vehicle parking space per unit. It also requires 1 long-term bicycle parking space for each of the first 20 units plus 1.05 spaces for each additional unit, and 0.1 short-term bicycle parking space for each unit. Accordingly, Squirrelwood will require 68 vehicle parking spaces, 70.4 long-term bicycle parking spaces, and 6.8 short-term bicycle parking spaces

The existing Linwood Court site has 22 vehicle parking spaces for 45 units. Those spaces are fully utilized and the development maintains a waitlist for residents seeking parking. Currently, 56% of residents either have a parking space or are waiting for one.

The Squirrel Brand development, located across the street from Linwood Court, has a parking lot that contains 19 parking spaces for 20 units. Unlike Linwood Court, that parking lot is substantially under-utilized, with only 50% of spaces used for resident parking.

The project will increase access to parking for Linwood residents in two ways. First, it will do so by reconfiguring the existing parking lot at Linwood to add four additional spaces. Second, it will do so by allowing residents of both the Linwood and Squirrel Brand sites to share access to parking lots. As a result, Squirrelwood residents will have access to 45 spots for 88 units, creating a .51 space to 1 unit parking ratio. In light of historic utilization rates of 56% and 50%, those changes will result in sufficient, but not excessive, off-street parking for Squirrelwood residents.

In addition, the significant improvement in the availability of bicycle parking may decrease the need for vehicle parking at Squirrelwood. The existing Linwood Court site does not offer residents any bicycle parking. Squirrelwood will add 40 long-term spaces and 12 short-term spaces for a total of 52 bicycle parking spaces. Those additions will greatly improve the situation regarding long-term bicycle parking and comply with the Ordinance regarding short-term spaces.

Parking Design: The Ordinance prohibits the construction of on-grade open parking within a required front yard setback, requires landscaping of at least 5% of the interior area of the parking facility, and requires a landscaped buffer of at least the dimensions of one space.

Although Squirrelwood will not comply with those design requirements, it will not exacerbate the Site's non-conformity with them, and the parking facilities have been designed to make them as inconspicuous as possible. For example, some spaces will be covered by an overhang that will partially screen the view of the parking from the street.

Curb cut: Finally, the construction of Building L will require moving the existing curb cut for the Market Street parking lot entrance approximately 25 feet. It will comply with the Ordinance. The

relocation of the curb cut will not impair vehicular or pedestrian safety or be otherwise detrimental to anyone on or off the Site. The new curb cut will require the removal of one street tree, but JAS will replace it in the current curb cut location.

JAS first met with residents to discuss the project on July 20, 2017. JAS subsequently met twice more with neighbors and residents to gather feedback on the plans. For each meeting, JAS reached out to more than 150 neighbors of the site. Additionally, JAS has met with several community groups, including the Area 4/The Port Neighborhood Coalition, the Cambridge Residents Alliance, A Better Cambridge, the Cambridge Economic Opportunity Council, and Cheryl-Ann Pizza-Zeoli, a long-time tenant's advocate. JAS also received over 60 comments on a coUrbanize website dedicated to the project, which was regularly updated with plans and images. Feedback from all meetings was collected and incorporated into the plans to the extent possible.

JAS submitted a funding Pre-Application to the Department of Housing and Community Development (DHCD) in December 2017 for Community Based Housing funds. The project received conditional approval to move forward with a full OneStop application in late December, which JAS will submit by the deadline of February 15, 2018. If zoning is approved, and anticipated state funding sources are committed, JAS anticipates closing on the project in the first quarter of 2019. Construction would begin soon afterwards.

Support letters for the project from the Cambridge Historical Commission, the Affordable Housing Trust, the Cambridge Resident's Alliance, A Better Cambridge, and Cheryl-Ann Pizza-Zeoli will be forwarded under separate cover.

All of the zoning relief required for the project is reasonable. It will not be detrimental to the existing Linwood Court residents, the abutters to the Site, or the neighborhood. In fact, the project is a notably unobtrusive way to provide 23 additional units of affordable housing to the neighborhood and the City. Approval of this comprehensive permit application by the Board is critical to the project, since all other financing commitments will be contingent on zoning approval. We sincerely hope that the Board looks favorably upon this request, which will allow us to create vitally needed quality affordable housing in Cambridge.

Sincerely,

Craig Nicholson Senior Project Manager



January 16, 2018

Board of Zoning Appeal City of Cambridge 831 Massachusetts Avenue Cambridge, MA 02139

Re: Comprehensive Permit Application for Squirrelwood

Dear Board of Zoning Appeal Members:

Just-A-Start is pleased to submit this comprehensive permit application in connection with the proposed Squirrelwood project, a refinancing and rehabilitation of two existing sites, in addition to the construction of 23 new units of affordable housing at the Linwood Court site. This comprehensive permit application is submitted in accordance with Massachusetts General Laws Chapter 40B, Sections 20-23.

This statute authorizes the Board of Zoning Appeal to grant exemptions from local ordinances and act on behalf of all local boards in this regard if the proposed housing is reasonable and consistent with local needs. Because the proposed project fits the context of the neighborhood and will provide 23 new affordable rental units, JAS believes that this project meets those standards.

The sponsor of the project is Just-A-Start (JAS), a Massachusetts non-profit corporation. JAS has developed over 600 units of affordable rental housing in Cambridge, along with over 100 affordable homeownership units. The organization has a long track record of working with the City of Cambridge, state funding agencies, and other funding agents to successfully develop and maintain quality affordable housing.

JAS proposes to develop 23 new units of affordable rental units on the previously developed Linwood Court site, which is already home to 45 units of affordable housing. The site is located in a dense urban neighborhood, with easy access to public transit, schools, restaurants, shopping, and job opportunities. The neighborhood also offers residents ample opportunities for enjoying the outdoors, with no fewer than five parks within a five-minute walk of the site. The neighborhood contains primarily tripledeckers and single-family homes, along with various commercial buildings, schools, and parks. The majority of buildings in the neighborhood are 3-4 stories, although several are noticeably taller.

The proposed 23 new units, which will be located in two new buildings (Buildings L and M) and one addition (Building N) to an existing building, consist of twelve one-bedrooms, eight two-bedrooms, and three three-bedrooms. Although the City typically emphasizes the need for new family-sized units, the new units at Squirrelwood are smaller to allow over-housed tenants the flexibility to right-size their units. The vast majority of units in the existing Linwood Court site are family-sized, with only three studios and two one-bedrooms in the entire project. This has resulted in a significant number of tenants who, as their family members have grown up and moved out, have found themselves over-housed in a family-sized unit. With almost no smaller units available to move into, those tenants have remained in their family-sized units, preventing new families from taking advantage of them. The proposed Squirrelwood project will offer existing tenants the flexibility to move into an appropriately sized unit, freeing up existing family-sized units for new families.

Thirteen of the proposed 23 new units will be designated as Low Income Housing Tax Credit units, and reserved for tenants who are at or below 60% of Area Median Income. The remaining 10 units will be designated as Workforce Housing units, available to moderate income tenants earning between 61%-100% Area Median Income. The affordability of all new units will be secured through a mortgage covenant with the City, as well as MassHousing and other lenders.

The proposed new buildings will be unusually efficient and sustainable, with the aim of achieving net zero energy efficiency as the design process progresses. JAS plans to incorporate an energy-efficient building envelope, high-performance mechanical systems, low-flow water fixtures, and photovoltaic panels. Additionally, 5% of units throughout the Squirrelwood project will be accessible and compliant with all MAAB guidelines.

The Squirrelwood site is located in a C-1 residential district under the Cambridge Zoning Ordinance. In this comprehensive permit application, JAS is seeking relief from the Board of Zoning Appeal as described below.

Use: The Site is located in the C-1 Residential District. Multi-family housing is permitted as of right in that district, but under Section 4.26.1 of the Ordinance, a special permit is required for a building with more than 12 units. That requirement applies to Building L, which will contain 14 units.

Building L and the project as a whole amply satisfy the criteria for a special permit under Sections 10.43(a)-(f) and 10.47.4 of the Ordinance. No particulars of the Site or use would be detrimental to the public interest regarding compliance with the Ordinance, traffic or access/egress, effects on adjacent uses, nuisances or hazards, the integrity of the district or purposes of the Ordinance, or consistency with the City's Urban Design Objectives. To the contrary, the project will greatly promote the public interest by providing affordable housing as described in this letter.

Dimensional regulations: Squirrelwood will require dimensional zoning relief regarding FAR and setbacks, and regarding height for one of the buildings.

• Floor Area Ratio: The maximum FAR applicable to the Site, including the 30% inclusionary bonus, is .975. The Site contains 59,638 square feet and Linwood Court consists of 57,942 square feet of gross floor area, resulting in a current FAR of .972. The project will add an additional 24,852 square feet of gross floor area, raising the FAR to 1.36. However, the Site build-out will remain consistent with the neighborhood, and the project will not overcrowd the Site or the abutters.

Setbacks: The required setbacks applicable to Squirrelwood range from 3.8' for the front of Building L to 27.1' for the right side of Building L.

Building L will require relief for the front and right side setbacks, Building M will require relief for the front setback, and Building N will require relief for the left side setback. However, all of these buildings will be consistent with their streetscapes and adjacent buildings. For example, the front of Building M, which will be between existing Just-A-Start buildings along Broadway, is designed to be in line with the fronts of those buildings. None of the setbacks for the three new buildings will result in any overcrowding or other impacts on any other building or the residents.

- Height: The height limit in the C-1 district is 35 feet. Building L, a four-story, 14-unit building on the Market Street side of the Site, will be 46 feet high. However, it will not tower over or be out of scale with its surroundings. Two of the existing buildings in Linwood Court, Buildings B and C, are 45 and 46 feet high, and several of the buildings in the adjacent neighborhood are significantly taller. For example, the George Close Building is more than 70' high.
- Private Open Space: The Ordinance requires that 30% of the lot be private open space. Linwood
 Court currently has 40%, and Squirrelwood will reduce that figure to 22%. However, the project
 will enhance the open space with an aim toward increasing the intensity of usage of the space. The
 project includes elements to make the space more attractive, more usable, and less susceptible to
 undesirable uses than the current space.
- Density: The Ordinance requires 1500 s.f. of lot area per unit, with a 30% inclusionary housing bonus for additional units. As applied to the Site, the maximum number of units is 51.7. Linwood Court currently has 45 units, whereas the project will raise that number to 68. However, based on the existing build-out and the configuration of the new buildings, Squirrelwood will not be overly dense.
- Distance between buildings: The Ordinance requires that the distance between adjacent buildings
 must be at least the sum of their heights divided by six, with a minimum of 10'. The project will
 require relief from that minimum for Building L (8.5' from existing Building B, with 15.2' required)
 and Building M (9.9' from existing Building F, with 10' required). These modest deviations from
 the required distances will not result in any adverse impacts on either the new or existing
 buildings, or any residents.

All the requested relief from these dimensional regulations is reasonable. In view of the existing buildout of Linwood Court, none of those aspects of the project will be detrimental to the existing residents, the abutters to the Site, or the neighborhood.

Number of Parking Spaces: The Ordinance requires one vehicle parking space per unit. It also requires 1 long-term bicycle parking space for each of the first 20 units plus 1.05 spaces for each additional unit, and 0.1 short-term bicycle parking space for each unit. Accordingly, Squirrelwood will require 68 vehicle parking spaces, 70.4 long-term bicycle parking spaces, and 6.8 short-term bicycle parking spaces

The existing Linwood Court site has 22 vehicle parking spaces for 45 units. Those spaces are fully utilized and the development maintains a waitlist for residents seeking parking. Currently, 56% of residents either have a parking space or are waiting for one.

The Squirrel Brand development, located across the street from Linwood Court, has a parking lot that contains 19 parking spaces for 20 units. Unlike Linwood Court, that parking lot is substantially under-utilized, with only 50% of spaces used for resident parking.

The project will increase access to parking for Linwood residents in two ways. First, it will do so by reconfiguring the existing parking lot at Linwood to add four additional spaces. Second, it will do so by allowing residents of both the Linwood and Squirrel Brand sites to share access to parking lots. As a result, Squirrelwood residents will have access to 45 spots for 88 units, creating a .51 space to 1 unit parking ratio. In light of historic utilization rates of 56% and 50%, those changes will result in sufficient, but not excessive, off-street parking for Squirrelwood residents.

In addition, the significant improvement in the availability of bicycle parking may decrease the need for vehicle parking at Squirrelwood. The existing Linwood Court site does not offer residents any bicycle parking. Squirrelwood will add 40 long-term spaces and 12 short-term spaces for a total of 52 bicycle parking spaces. Those additions will greatly improve the situation regarding long-term bicycle parking and comply with the Ordinance regarding short-term spaces.

Parking Design: The Ordinance prohibits the construction of on-grade open parking within a required front yard setback, requires landscaping of at least 5% of the interior area of the parking facility, and requires a landscaped buffer of at least the dimensions of one space.

Although Squirrelwood will not comply with those design requirements, it will not exacerbate the Site's non-conformity with them, and the parking facilities have been designed to make them as inconspicuous as possible. For example, some spaces will be covered by an overhang that will partially screen the view of the parking from the street.

Curb cut: Finally, the construction of Building L will require moving the existing curb cut for the Market Street parking lot entrance approximately 25 feet. It will comply with the Ordinance. The

relocation of the curb cut will not impair vehicular or pedestrian safety or be otherwise detrimental to anyone on or off the Site. The new curb cut will require the removal of one street tree, but JAS will replace it in the current curb cut location.

JAS first met with residents to discuss the project on July 20, 2017. JAS subsequently met twice more with neighbors and residents to gather feedback on the plans. For each meeting, JAS reached out to more than 150 neighbors of the site. Additionally, JAS has met with several community groups, including the Area 4/The Port Neighborhood Coalition, the Cambridge Residents Alliance, A Better Cambridge, the Cambridge Economic Opportunity Council, and Cheryl-Ann Pizza-Zeoli, a long-time tenant's advocate. JAS also received over 60 comments on a coUrbanize website dedicated to the project, which was regularly updated with plans and images. Feedback from all meetings was collected and incorporated into the plans to the extent possible.

JAS submitted a funding Pre-Application to the Department of Housing and Community Development (DHCD) in December 2017 for Community Based Housing funds. The project received conditional approval to move forward with a full OneStop application in late December, which JAS will submit by the deadline of February 15, 2018. If zoning is approved, and anticipated state funding sources are committed, JAS anticipates closing on the project in the first quarter of 2019. Construction would begin soon afterwards.

Support letters for the project from the Cambridge Historical Commission, the Affordable Housing Trust, the Cambridge Resident's Alliance, A Better Cambridge, and Cheryl-Ann Pizza-Zeoli will be forwarded under separate cover.

All of the zoning relief required for the project is reasonable. It will not be detrimental to the existing Linwood Court residents, the abutters to the Site, or the neighborhood. In fact, the project is a notably unobtrusive way to provide 23 additional units of affordable housing to the neighborhood and the City. Approval of this comprehensive permit application by the Board is critical to the project, since all other financing commitments will be contingent on zoning approval. We sincerely hope that the Board looks favorably upon this request, which will allow us to create vitally needed quality affordable housing in Cambridge.

Sincerely,

Craig Nicholson Senior Project Manager



. .

1.5

City of Cambridge

MASSACHUSETTS

BOARD OF ZONING APPEAL

831 Mass Avenue, Cambridge, MA. (617) 349-6100

TO: Board of Zoning Appeal

(Specify Local Board or Agency)

NOTICE OF FILING OF A COMPREHENSIVE PERMIT APPLICATION

Linwood Court (261/63 Broadway, 267 Broadway, 269 Broadway, 200 Columbia, REGARDING: 204 Columbia, 210 Columbia, 40 Market, 1-6 Linwood Place (Address of Property)

Please be informed that an application for a Comprehensive Permit for the development of low or moderate income housing at the above referenced property has

development of low or moderate income housing at the above referenced property has been filed with the Cambridge Board of Zoning Appeals, and is scheduled for a hearing at p.m., on Thursday, _______, at the Ackerman Hearing Room (Rm. 200) in City Hall.

A copy of the Comprehensive Permit application is attached. The relief requested in the application includes: relief from dimensional requirements concerning FAR (§§ 5.11, 5.31,

11.203.5(a)), setback (§§ 5.11, 5.31, Note (n) Table 5-1), height (§§ 5.11, 5.31), density (§§ 5.11, 5.31, 11.203.5(b)), private open space (§§ 5.22.1, 5.31), and distance between buildings (§ 5.13); relief from

parking requirements concerning the number of vehicle parking spaces (§§ 6.31, 6.36.1), parking design (§§ 6.44.1, 6.48.1), and the number of long-term bicycle parking spaces (§§ 6.36.1, 6.107.2);

relief from use restrictions concerning the maximum number of dwelling units (§ 4.26.1); and a change in the location of the curb cut.

In acting on Comprehensive Permit applications, the Board of Zoning Appeals has the power to grant any permits or approvals, which would otherwise be required from other local agencies. The Board requests that _______ and other applicable agencies and boards appear at this hearing to make recommendations relative to this application, and/or that written recommendations be submitted to the Board prior to that hearing date.

Please contact the Zoning Specialist at (617) 349-6100, to receive further information on this Comprehensive Permit proceeding.

| PET! | TIONER: | Just-A-Start | Corp. | |
|------------------|--|---------------------|---|----------------|
| PETI | TIONER'S AD | DRESS: | 1035 Cambridge St., Ste. 12, Cambridge, MA 02141 | |
| PETI | TIONER'S TEI | LEPHONE: | 617-494-0444 | |
| | IE, ADDRESS, fferent from Pet | itioner): | NUMBER OF CONTACT PERSON Craig Nicholson, 617-918-7540 | |
| LOC. | ATION OF SIT | | ood Court- 261/63 Broadway, 267 Broadway, 269 Broad mbia, 204 Columbia, 210 Columbia, 40 Market, 1-6 Lin | |
| DESC | CRIPTION OF I | PROJECT: Sq | uirrelwood is 23 new units of affordable housing on the existing L | inwood Court |
| site, w | hich has 45 existing | g affordable units. | The project is 2 proposed new buildings and 1 addition to an exist | ting building. |
| Bldg L Market | | s, Bldg M is 6 uni | ts/3 stories, and Bldg N is 3 units/3 stories, and is attached to the b | ack of 40 |
| | CIFY LOCAL R UESTED: | EGULATION | S OR REQUIRMENTS FROM WHICH RELIEF IS | |
| Relie | f Requested: | Appli | cable Local Board or Authority: | |
| | .: §§ 5.11, 5.31, 11. acks: §§ 5.11, 5.31 | | Board of Zoning Appeal Board of Zoning Appeal | |
| | ht: §§ 5.11, 5.31 n space: §§ 5.22.1, | 5.31 | Board of Zoning Appeal Board of Zoning Appeal | |
| 5. Dens | sity: §§ 5.11, 5.31, ance between build | 11.203.5(b) | Board of Zoning Appeal Board of Zoning Appeal | |
| | cle parking: §§ 6.3 ing design: §§ 6.44 | | Traffic and Parking Department Traffic and Parking Department | |
| | cle parking: §§ 6.3 | 36.1, 6.107.2 | Community Development Department Planning Board | |
| 11. Cui | rb cut change Please specify | whether Petiti | Public Works Department oner is: | |
| | () A public a (x) A non-pro | fit organization | | |
| 2. | () A limited of | | construction? Yes If not, please explain. | |
| | - | | | |
| | | | | |

| 3. | Does the Petitioner own and control the site? Yes If not, please describe the anticipated circumstances and time frames under which the Petitioner will acquire ownership and control of the site. If there are additional owners, please identify each owner, including name, address and the ownership interest for each owner identified. Please ATTACH a copy of the deed, purchase and sale agreement or option agreement. |
|----|---|
| | Please see attached deed and ownership certificate. The site is owned by |
| | Wellington-Harrington Development Corp, which is 100% controlled by Just-A-Start, |
| | and all board officers are the same. |
| 4. | What are the sources of the public subsidy for the proposed project? Please ATTACH project eligibility letter, site approval letter, or other evidence of subsidy for this project. |
| | The main source of financing for the project will be 4% Low Income Housing Tax Credits |
| | (LIHTCs), in addition to HOME and CBH funding from DHCD. MassHousing has committed an |
| | allocation of Workforce Housing funds. The City of Cambridge has committed funds through the CAHT. |
| 5. | Other funding sources include the Cambridge Historic Commission and Just-A-Start. Total number of dwelling units proposed: Total number of affordable rental units: 68 (45 existing, 23 new) 68 (45 existing, 23 new) Total number of affordable home ownership units: 0 |
| 6. | Please describe the eligibility standards for low and moderate income occupants and the duration of the affordability restrictions for the project. If you refer to program regulations or guidelines, please attach copies. |
| | 58 of the units are LIHTC eligible units, for tenants at or below 60% of Area Median Income |
| (A | MI). 10 of the units will be Workforce Housing units, reserved for moderate income tenants |
| _ | een 61%-100% AMI. All affordability restrictions will secured by a Mortgage Covenant from |
| 7. | How will this project meet local needs for low income and moderate income housing? The 23 proposed new units will add much-needed new affordable units in Cambridge, an |
| ÷ | increasingly unaffordable city for residents. Tenants will be able to take advantage of the site's |
| | se proximity to transit and local amenities. The smaller unit sizes will allow over-housed Linwood |
| Со | urt residents to right-size their units, allowing new families to move into larger 3 and 4 lroom units. |

- 8. Please provide a complete description of the proposed project, and include with this Comprehensive Permit Application, each of the following items:
 - a. Site Development Plans site development plans showing locations and outlines of proposed buildings; the proposed locations, general dimensions for streets, drives, parking areas, walks and paved areas; and proposed landscaping improvements and open areas within the site; (2 copies)
 - Report on Existing Site Conditions a summary of conditions in the surrounding areas, showing the location and nature of existing buildings, existing street elevations, traffic patterns and character of open areas, if any, in the neighborhood;
 - <u>Drawings</u> scaled, architectural drawings, including typical floor plans, typical elevations and sections, and identifying construction type and exterior finish. All projects of five or more units must have site development plans signed by a registered architect;
 - d. <u>Building Tabulations</u> a tabulation of proposed buildings by type, size (number of bedrooms, floor area) and ground coverage, and a summary showing the percentage of the tract to be occupied by buildings, by parking and other paved vehicular areas, and by open areas; (2 copies)
 - e. <u>Subdivision Plan</u> where a subdivision of land is involved, a preliminary subdivision plan; (2 copies)
 - f. <u>Utilities Plan</u> a preliminary utilities plan showing the proposed location and types of sewage, drainage, and water facilities, including hydrants;
 - g. Dimensional Form provided with application; (2 copies)
 - h. Photographs photographs of site and existing buildings;
 - i. <u>Assessor's Plat</u> available at City of Cambridge, Engineering Department, 147 Hampshire Street, Cambridge, MA.;
 - j. Ownership Certificate 2 Notarized copies, provided with application.

I certify that the information contained herein is true and accurate to the best of my knowledge and belief.

Petitioner's Signature

16-JAN-2017 Date



City of Cambridge

MASSACHUSETTS

BOARD OF ZONING APPEAL

831 Mass Avenue, Cambridge, MA. (617) 349-6100

COMPREHENSIVE PERMIT APPLICATION PROCESS

inwood Court : 200-40 Columbia; ADDRESS OF PROPERTY: 261-269 Broadway, 1-4 Linwood Place, 40 market

A copy of the proposed plan with description of the project be submitted to the following City Agencies. Please provide evidence of submission to these agencies. Upon completion, this sheet must be submitted to the Board Zoning Appeals case file.

Signature and Date

City Department/Address

Community Development Department,

57 Inman Street

Conservation Department,

57 Inman Street

Fire Department,

489 Broadway Street

Historical Department,

831 Massachusetts Avenue

Law Department,

795 Massachusetts Avenue

Public Works Department, 147 Hampshire Street

Traffic and Parking Department,

57 Inman Street



City of Cambridge

MASSACHUSETTS

BOARD OF ZONING APPEAL

831 Mass Avenue, Cambridge, MA. (617) 349-6100

| TO: | | | | |
|-------|--|---|--|--|
| FROM: | | · | | |
| RE: | | | | |

PETITIONER:

The Petitioner has applied to the Cambridge Zoning Board of Appeals for a comprehensive Permit to create affordable/low income housing at the above referenced property.

Pursuant to Chapter 774 of the Massachusetts General Laws, the Zoning Board of Appeals by the Comprehensive permit process is empowered to grant all necessary permits and licenses that are normally granted by other City agencies or Boards.

If any city agency or board is interested in this case or normally they would grant relief for this development, they should forward all correspondence to the Board of Zoning Appeal before the scheduled hearing dated, as there will be no other hearings will be scheduled for this case.

If you have any questions, please call Ranjit, or Maria at (617) 349-6100.

DIMENSIONAL FORM

| LOCATION: Squirre | lwood Apartme | <u>ents</u> | zone: <u>C-1</u> | |
|-----------------------------------|---------------|-------------------------|-----------------------------|---|
| APPLICANT: Just-A | A-Start Corp. | REQUESTED USE, | OCCUPANCY: multifa | mily dwelling |
| PHONE: 617-494-0 | 444 presen | T USE/OCCUPANCY: | multifamily dwelling |] |
| | | EXISTING CONDITIONS | REQUESTED CONDITIONS | ORDINANCE REQUIREMENTS ¹ |
| TOTAL GROSS FLOOR | AREA: | 57,942 sf | 84,794 sf | 58,147 sf |
| LOT SIZE: | | 59,638 sf | no change | <u>5,000 sf m</u> in. |
| RATIO OF TOTAL FL TO LOT AREA: | OOR AREA | 0.97 | 1.36 | .975 |
| MINIMUM LOT AREA DWELLING UNIT: | FOR EACH | 1,325 sf | 877 sf | 1,500 sf |
| SIZE OF LOT: | WIDTH | _irregular- see si | • | min. 50' |
| | LENGTH | irregular- see si | te plan | <u>n/a</u> |
| (setbacks in feet): | FRONT | various- see Zoi | ning Table | |
| 2007 | REAR | various- see Zo | n <u>ing Table</u> | *************************************** |
| | LEFT SIDE | <u>various- see</u> Zoi | n <u>ing Table</u> | |
| | RIGHT SIDE | various- see Zo | ning Table | |
| SIZE OF BLDG.: | HEIGHT | 23'-46' | 32'-46' | 35' |
| | LENGTH | various- see site | plan | n/a |
| | WIDTH | various- see site | plan | n/a |
| RATIO OF USABLE OF | PEN SPACE TO | LOT AREA: 3 | | |
| | | 40% | 22% | 30% |
| NO. OF DWELLING UN | NITS: | 45 | 68 | 51.7 |
| NO. OF PARKING SPA | ICES: | 22 | 26 | 68 |
| NO. OF LOADING ARE | <u>LAS</u> : | 0 | 0 | 0 |
| OTHER OCCUPANCIES | ON SAME LOT: | none | none | none |
| DISTANCE TO NEARES | T BLDG.: | various- see site | <u>plan and Zoni</u> ng Tal | o <u>le 10'-15.2'</u> |
| SIZE OF BLDGS. ADJ | ACENT ON SAME | LOT: | | |
| | | various- see site | plan and Zoning Ta | a <u>ble</u> |
| TYPE OF CONSTRUCTI | ON:4 | wood frame | wood frame | |
| SUBMIT: PLOT I | PLAN: | parking plan: X | BUILDING PLAN: | X |

4. E.G., WOOD FRAME, CONCRETE, BRICK, STEEL, ETC.

^{1.} SEE CAMBRIDGE ZONING ORDINANCE ARTICLE 5.000, SECTION 5.30 (DISTRICT OF DIMENSIONAL REGULATIONS).
2. TOTAL GROSS FLOOR AREA (INCLUDING BASEMENT 7'-3" IN HEIGHT AND ATTIC AREAS GREATER THAN 5')
DIVIDED BY LOT AREA.
3. OPEN SPACE SHALL NOT INCLUDE PARKING AREAS, WALKWAYS OR DRIVEWAYS AND SHALL HAVE A MINIMUM
DIMENSION OF 15'.

DIMENSIONAL FORM

| LOCATION: Squirre | elwood Apartm | ents | zone: <u>C-1</u> | |
|---------------------------------|----------------|-------------------------|---------------------------|---------------------------|
| APPLICANT: Just- | -A-Start Corp. | REQUESTED USE | /OCCUPANCY: multi | family dwelling |
| PHONE: 617-494-0 | 0444 PRESEI | NT USE/OCCUPANCY: | multifamily dwelli | ng |
| • | | EXISTING CONDITIONS | REQUESTED CONDITIONS | ORDINANCE REQUIREMENTS |
| TOTAL GROSS FLOO | R AREA: | 57,942 sf | 84,794 sf | 58,147 sf |
| LOT SIZE: | | 59,638 sf | no change | 5,000 sf min. |
| RATIO OF TOTAL F | LOOR AREA | 0.97 | 1.36 | .975 |
| MINIMUM LOT AREA DWELLING UNIT: | FOR EACH | 1,325 sf | 877 sf | 1,500 sf |
| SIZE OF LOT: | WIDTH | <u>irregular- see</u> s | ite plan | min. 50' |
| | LENGTH | irregular- see s | ite plan | n/a |
| (setbacks in feet): | FRONT | various- see Zo | ning Table | |
| reec). | REAR | various- see Zo | n <u>ing Table</u> | |
| | LEFT SIDE | <u>various- see</u> Zo | n <u>ing Table</u> | |
| | RIGHT SIDE | various- see Zo | oning Table | |
| SIZE OF BLDG.: | HEIGHT | 23'-46' | 32'-46' | 35' |
| | LENGTH | various- see site | e <u>plan</u> | n/a |
| | WIDTH | various- see site | e <u>plan</u> | n/a |
| RATIO OF USABLE (| OPEN SPACE TO | LOT AREA:3 | | |
| | | 40% | 22% | 30% |
| NO. OF DWELLING (| UNITS: | 45 | 68 | 51.7 |
| NO. OF PARKING SI | PACES: | 22 | 26 | 68 |
| NO. OF LOADING A | REAS: | 0 | 0 | 0 |
| OTHER OCCUPANCIES | ON SAME LOT: | none | none | none |
| DISTANCE TO NEAR | EST BLDG.: | various- see site | plan and Zoning T | ab <u>le 10'-15.2'</u> |
| SIZE OF BLDGS. AL | DJACENT ON SAM | E LOT: | | |
| | | various- see site | e <u>plan and Zon</u> ing | Table |
| TYPE OF CONSTRUCT | rion:4 | wood frame | wood frame | |
| SUBMIT: PLOT | PLAN: | PARKING PLAN: X | BUILDING PLAN: | _X_ |

^{1.} SEE CAMBRIDGE ZONING ORDINANCE ARTICLE 5.000, SECTION 5.30 (DISTRICT OF DIMENSIONAL REGULATIONS).
2. TOTAL GROSS FLOOR AREA (INCLUDING BASEMENT 7'-3" IN HEIGHT AND ATTIC AREAS GREATER THAN 5')
DIVIDED BY LOT AREA.
3. OPEN SPACE SHALL NOT INCLUDE PARKING AREAS, WALKWAYS OR DRIVEWAYS AND SHALL HAVE A MINIMUM DIMENSION OF 15'.
4. E.G., WOOD FRAME, CONCRETE, BRICK, STEEL, ETC.



EVIDENCE OF NEED FOR AFFORDABLE HOUSING

JAS Squirrelwood

261/63 Broadway, 267 Broadway, 269 Broadway, 200 Columbia, 204 Columbia, 210 Columbia, 40 Market, 1-6
Linwood Place
Cambridge, MA 02139

Affordable Housing Waiting Pools

Based on the waiting lists of qualified applicants for existing JAS developments, Cambridge has a clear need for more affordable housing. As of January 2018, there are approximately 2,600 applicants in the City's Rental Applicant Pool of households seeking affordable rental units marketed by CDD. The Cambridge Housing Authority maintains a waitlist of over 10,000 applicants for Section 8 vouchers.

Cambridge Affordability Ladder

The skyrocketing monthly rents and sales prices in Cambridge confirm the rapidly rising cost of living in the City. Low Income Housing Tax Credit (LIHTC) unit affordability is defined by U.S. Department of Housing and Urban Development income limits. Thirteen of the new units at Squirrelwood will be eligible for renters at or below 60% of Area Median Income (AMI), or up to \$62,040 for a family of four. Ten of the new units will be Workforce Housing designed for middle-income renters, and will be eligible to renters at or below 100% of AMI, or up to \$103,400 for a family of four.

Market Information

Per the Massachusetts Executive Office of Labor and Workforce Development, the unemployment rate in Cambridge is 2.9% as of May 2017. The city-wide rental vacancy rate is **3.6%**, according to the 2016 Cambridge Housing Profile. According to Zillow, the average and median rents in the City as of July 2017 were as follows:

| <u>Size</u> | <u>Average</u> | <u>Median</u> |
|-------------|----------------|---------------|
| 1-bedroom | \$2,187 | \$2,313 |
| 2-bedroom | \$2,725 | \$2,714 |
| 3-bedroom | \$3,144 | \$3,027 |

The median price of homes currently listed in Cambridge is \$849,450 as of November 2017.



ELIGIBILITY STANDARDS, LONG-TERM AFFORDABILITY, AND FUNDING

JAS Squirrelwood

261/63 Broadway, 267 Broadway, 269 Broadway, 200 Columbia, 204 Columbia, 210 Columbia, 40
Market, 1-6 Linwood Place
Cambridge, MA 02139

Thirteen of the 23 new units at Squirrelwood will be Low Income Housing Tax Credit (LIHTC) eligible units for residents earning up to 60% Area Median Income (AMI). LIHTC eligibility guidelines are determined by Sec. 42 of the Internal Revenue Code, as well as the 2018 DHCD Draft Qualified Allocation Plan. The remaining 10 units will be designated as Workforce Housing units, reserved for moderate income tenants at 61-100% AMI. The Workforce Housing affordability guidelines are determined by the MassHousing Workforce Housing Program Guidelines. The eligibility of all units will be secured through a Mortgage Covenant with the City, as well as with MassHousing and other lenders.

The majority of the project will be financed through 4% Low Income Housing Tax Credits (LIHTCs) and tax-exempt bonds, as allocated from DHCD. Other state sources include Workforce Housing funds from MassHousing. The City of Cambridge has committed funds to the project through the Cambridge Affordable Housing Trust.



REPORT OF EXISTING SITE CONDITIONS

JAS Squirrelwood

261/63 Broadway, 267 Broadway, 269 Broadway, 200 Columbia, 204 Columbia, 210 Columbia, 40 Market, 1-6 Linwood Place

Cambridge, MA 02139

Proximity to Services

The proposed Squirrelwood project is located in a dense urban neighborhood within easy walking distance to public transit, shopping, education, recreation, and other amenities. A bus stop is located across the street, and the Central Square T station is a ten-minute walk (0.5 miles) from the project site. Additionally, the Kendall Square T station is a fifteen-minute walk from site. Both Central and Kendall Squares offers a variety of restaurants, shopping, and entertainment options, as well as job opportunities. Doctors, dentists, and banks are also easily accessible from the site, and the Cambridge Hospital is located within 0.8 miles. The Fletcher-Maynard Elementary School is located a mere 0.1 miles away, and Cambridge Rindge and Latin School is 0.9 miles away. The site also offers residents access to green space and recreation. Squirrel Brand Park and Community Garden is located directly across from the site, and five other parks are located within a five-minute walk from the site.

Accessibility

The Squirrelwood project is located on the block between Broadway, Columbia, and Market streets. The Linwood Court site has 22 existing parking spots, and 4 new spots are proposed, for a total of 26 spots. The Squirrel Brand site has 19 existing spots. When the project is completed, residents of both sites will have access to all 45 spots. The proposed project will also have 40 long-term covered bike-parking spots, as well as 12 short-term bicycle spots. Both the 64 and the 68 buses stop on Broadway Street, directly across from the site. The 64 bus runs between Cambridge and Allston-Brighton, while the 68 bus transports passengers to Harvard Square. The site is a 0.5 mile walk from the Central T station, and a 0.7 mile walk from the Kendall station. The project is approximately an eleven-minute drive from the Mass Pike.

Neighborhood Context

The project is located on an existing developed site, and makes efficient use of previously under-utilized space. The site is located in a fully developed dense urban neighborhood that is within easy walking distance to a variety of amenities. The neighborhood contains a variety of

triple-deckers and single-family homes, as well as various commercial buildings, schools, and a park. The majority of buildings in the neighborhood are three or four stories, although several are notably taller.

Deed 1128-7514 2 to 1928**1071 Tract Number 38

1975

Wellington-Marrington Neighborhood Renewal Area Cambridge Redevelopment Authority

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of Massachusetts and having its usual place of business in the City of Cambridge, County of Middlosex, Massachusetts, in consideration of Twenty-One Thousand Six Hundred Dollars (\$21,600.00) paid, grants unto WELLING-TON-HARRINGTON DEVILOPMENT CORPORATION, a corporation duly organized and existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts and having its address at 32 Webster Avenue, Cambridge, Massachusetts, with QUITCLAIM COVENANTS, the land together with the buildings and other improvements thereon in said City of Cambridge. described as follows:

That cortain parcol of land situated in Cambridge, Middlesex County, Massachusetts, identified as TRACT NUMBER 38 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renowal Area, Project No. Mass. R-108, Tract Disposition Plan, Block 32, w Plan 42 Tract Number 38", by Fay, Spofford and Thorndike, Inc., Engineers, dated August 9, 1974 recorded bereaith, all as bounded and described in EXHIBIT A attached horeto and made a part horeof.

> Reserving an Easement for the benefit of the Grantor, its successors and assigns, for the installation and maintenance of a public podestrian way, including but not limited to fencing, landscaping and other surface improvements in the area identified as "Public Easement" on the above-mentioned Plan, all as bounded and described in Exhibit A, attached hereto and made a part hereof.

The Grantee, for itself and its successors and assigns, hereby covenants and agrees that the Grantce, and its successors and assigns:

- (1) shall devote the granted premises to, and only to in accordance with the Neighborhood Renewal Plan for the Wellington-Harrington Project, dated April 22, 1965, and approved by the City Council of the City of Cambridge on May 17, 1965; as amended by Amendment No. 1 thereof, dated June 3, 1966, and approved by such Council on June 16, 1966, and as further amended by Amendment No. 2 thereof, dated May 31, 1967, and approved by such Council on June 26, 1967, and as further amended by Amendment No. 3 thereof, dated March 19, 1971, and approved by such Council on June 28, 1971, and as the same has been and may from time to time be amended in accordance with the provisions therein contained, and a copy of which Plan, as presently constituted, is on file in the office of the City Clerk of the City of Cambridge, (hereinafter, and as the same may hereafter be amended, referred to as the "Urban Renewal Plan").
- (2) shall not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease, or restal, or in the use or occupancy of the granted premises, or any improvements crected or to be erected thereon, or any part thereof;
- (3) shall cause all advortising (including signs) for sale and/or rental of the whole or any part of the granted premises to include the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitutions;
- (4) shall comply with the regulations issued by the Secretary of Mousing and Urban Devolopment set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally

assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

- (5) shall give preference in the selection of tenants for dwelling units built on the granted premises to families displaced from the Project Area because of clearance and redevelopment activity, who desire to live in such dwelling units and who will be able to pay rents or prices charged other families for similar or comparable dwelling units built as a part of the same redevelopment:
- (6) shall permit representatives of the Grantor, the City of Cambridge and the United States of America, access to the granted premises at all reasonable times which any of them deems necessary for the purposes of said Land Disposition Contract, the Cooperation Agreement between the City of Cambridge and the Grantor relating to the Wellington-Harrington Project or the Contract for Loan and Capital Grant between the United States of America and the Grantor relating to said Project, including, but not limited to, inspection of all work being performed in connection with the construction of said Improvements (and shall not charge or collect any compensation in any form for any such access);
- (7) shall at all times keep the improvements constructed or to be constructed on the granted premises in good and safe condition and repair and, in the occupancy, maintenance and operation of such improvements and the granted premises, comply with all laws, ordinances, codes and regulations applicable thereto;
- (8) after the Improvements constructed or rehabilitated on the granted premises shall have been completed, shall not, without the prior written approval of the Grantor, reconstruct demolish or subtract therefrom or make any additions thereto or extensions thereof which would result in significant structural or design changes to any of the Improvements;
- (9) shall keep, all of the insurable Improvements or the granted premises constituting a part of the real estate insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the uses of similar improvements in the City, (which insurance shall, during the period of construction or rehabilitation to be builder's risk completed value form and shall cover any material stored upon the granted premises) in amounts sufficient to comply with the co-insurance clause applicable to the location and character of such Improvements, and, in any event, as to fire and extended coverage insurance (Endorsement No. 4), in amounts not less than eighty per contum of the actual cash value of such Improvements, all such insurance to be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, shall name the Grantor as a party insured, and to have attached thereto a clause making the loss payable to the Grantce. the mortgagee, and, subject to the rights of the mortgagee, the Crantor, as their respective interests may appear, shall provide that any cancellation, change or termination thereof shall not be effective with respect to the Authority until after at least ten (10) days prior notice has been given to the Authority to the effect that such insurance policies are to be cancelled, changed, or terminated at a particular time:
- (10) shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any damage or destruction to any Improvement constructed or rehabilitated on the granted premises occurring prior to the expiration of the covenant and agreement set forth in this paragraph (9); shall use and expend the insurance money and any other proceeds so collected for the purpose of repairing or reconstructing the Improvement which have been destroyed or damaged to a condition at least comparable to the existing at the time of such damage or destruction, or, as the Grantee

may in its solo discretion elect, to the condition in which the 'Crantuce was originally obligated under said Land Disposition Contract to construct such Improvements, to the extent that such insurance money and other proceeds may permit;

- (11) shall commence to reconstruct, restore or repair any Improvements on the granted premises which have been destroyed or damaged and which the Grantee is obligated to repair, restore or reconstruct in accordance with this Deed, within a period not to exceed six months after such destruction or damage prosecute with dispatch such reconstruction, restoration or repair to completion, such reconstruction, restoration or repair in any event to be completed within twenty-four months after the start thereof, unless the conditions then prevailing reasonably require a longer period, in which event, such reconstruction, restoration or repair need not be completed within such twenty-four month period but may be completed within such longer period as the Grantee and the Granter may agree upon in writing.
- (12) shall to the extent vacancies become available, and subject to such occupancy preferences as may be required by law, make available to families or individuals of low-or moderate-income, as such terms are used in Section 107(a) of the Housing Act of 1949, as amended, or its successor, and as defined under the Tenant Selection Plan and the Regulatory Agreement with the Massachusetts Mousing Pinance Agency, for their occupancy under either a public housing leasing program or a public rent supplementation program, or both or their successor programs as such programs are available at least fifty percent (50%) (22 dwelling units) of all the dwelling units at the time constructed on the granted premises and shall not voluntarily take any action which would effectively terminate or reduce funds available, directly or indirectly, to such families or individuals selected for such occupancy under a public housing leasing program or a rent supplementation program, and shall include in its occupancy agreement with such families or individuals an addendum containing a clause which so provides;
- (13) shall not, without the prior written consent of Granter in each instance, transfer or otherwise dispose of the granted promises or the Improvements thereon or any part thereof except to a limited dividend corporation, non-profit corporation or association, cooperative, or public body or agency, or purchaser or lessee approved under Section 107(a) of the Housing Act of 1949, as amended and as defined under the Tenant Selection Plan and the Regulatory Agreement with the Massachusetts Housing Finance Agency, provided, however, that the foregoing provisions shall not prohibit the leasing of individual dwelling units to the occupants thereof or to Cambridge Housing Authority or any successor public body or the giving of a mortgage, whether pursuant to foreclosure or otherwise;

The agreements and covenants in said paragraphs (1) to (13), both inclusive, other than paragraphs (2), (3), and (6), and all rights and obligations under any of said agreements and covenants, shall be in force and effect until May 17, 1995; and the agreements and covenants in paragraphs (2), (3), and (6), and all rights and obligations under said agreements and covenants, shall be in force and offect until the expiration of one hundred (100) years from the date of this deed; provided, however, that the foregoing provisions shall not abate, or be a ground for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the agreements and covenants; and provided further, that such agreements and covenants shall be binding on the Grantee, itself each successor in each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to. or an interest in, or possession or occupancy of, the granted premises, or part thereof. The terms "uses specified in the Urban Renewal Plan" and "land upe" referring to provisions of the Urban Renewal Plan, or similar language, in this Deed shall include the land and all building, housing, and other requirements or restrictions of the urban Renewal Plan pertaining to such land.

In amplification, and not in restriction, of the provisions hereof and of said Land Disposition Contract, it is intended and agreed that the Grantor, and its successors and assigns, and the City of Cambridge, shall be deemed beneficiaries of the agreements and covenants provided in the foregoing paragraphs (1) and (13), both inclusive, and the United States of America shall be deemed a beneficiary of the covenants provided in paragraph (2), (3), and (6), both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Grantor, its successors and assigns, the City of Cambridge, or the United States of America has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Grantor, its successors and assigns and the City of Cambridge shall have the right, in the event of any breach of any such agreement or covenant, and the United States of America shall have the right in the event of any breach of the covenants provided in paragraphs (2), (3), or (6), to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other boneficiaries of such agreement or covenant may be entitled; and the Grantee or the Granter as the case may be shall pay all reasonable costs and expenses of ligitation, including attorneys' fees in reasonable amounts, which may be incurred by the other party in any proceeding brought to enforce compliance with the covenant, provided in paragraph (2), to the extent that such other party provails;

The agreements and covenants provided in the foregoing paragraphs (1) to (13), both inclusive, shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise herein specifically provided, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and any successor in interest to the granted premises, or any part thereof, and the United States of America (in the case of the covenants provided in paragraphs (2), (3), and (6), against the Grantoc, its successors and assigns and every successor in interest to the granted premises, or any part thereto or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof.

This convoyance is made subject also to the additional covenants of the Grantee with respect to the granted promises and the terms and conditions set forth in a Land Disposition Contract, dated JANIAN

17 . 1976, between the Granter and the Grantee for the same and redevelopment of the granted premises (a copy of which Land Disposition Contract is on file with the City Clerk of the City of Cambridge), which provides, among other things, for the submission of certain construction plans and evidence of financing ability, for the prompt commencement and deligent prosecution to completion of certain improvements, against certain transfers and encumbrances prior to such completion, and for remedies including a right of termination and revesting in favor of the Granter of the title of the granted premises (together with all improvements thereon), re-entry and reconveyance in the event of certain defaults, failures, violations, actions or inactions, all of which agreements, terms and conditions survive the delivery of this deed and are binding upon all persons dealing with

the granted premises and enforceable by the Grantor, and its nuccessors and assigns, as though said Land Disposition Contract were recorded herewith; and this conveyance is made upon the condition subsequent that in the event of any such default, failure, violation or other , notion or inaction entitling the Grantor to re-entry upon and reconveyance of the granted premises (together with all improvements thereon) as provided in said Land Disposition Contract, the Grantor at its option, may also, prior to the issuance of a Certificate of Completion as provided for therein, declare a termination in favor of the Grantor of the title, and of all the rights and interests, in the granted . premises, shall thereupon revert to the Grantor; provided, however, that any such revesting of title, re-entry or reconveyance shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way any existing building loan agreement, mortgage or lease authorized by said Land Disposition Contract, or any rights or interest provided in said Land Disposition Contract for the protection of the holders thereof.

All said additional agreements of the Grantee and said terms and conditions contained in said Land Disposition Contract (but not including the covenants and agreements hereinbefore set forth and stated to run with the land) shall terminate with respect to the granted premises, or part thereof, upon the completion of the required improvements in accordance with the provisions of said Land Disposition Contract and upon the recording of a certificate of such completion executed by the Granter; and the recording of such a certificate executed by the Granter shall be a conclusive determination of such satisfaction and termination of said additional agreements, terms and conditions (but not including said covenants and agreements stated to run with the land).

WITNESS the execution hereof under soal this 17th day of

CAMBRIDGE REDEVELOPMENT AUTHORITY

By Maddlus R. Real

Executive Director and Secretary

WELLINGTON-HARRINGTON
DEVELOPMENT CORPORATION
Grantee

(SEAL)

Attest:

By Maddlus R. Real

WELLINGTON-HARRINGTON
Grantee

(SEAL)

Attest:

By Maddlus R. Real

Wellington-Harrington
Grantee

THE COMMONWEALTH OF MASSACHUSETTS

Cambridge, SS.

mod Thuddens A. Band

and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority.

Notary Public
My Commission Expiron 1 2/6/24

EXHIBIT A

PROPERTY DESCRIPTION

TRACT NUMBER 38

Beginning at a point, said point being the intersection of the northerly sideline of Broadway and the easterly sideline of Columbia Street;

Thence running N220-39'-09"E along the easterly sideline Columbia Street a distance of two hundred nineteen and ninety hundredths (219.93) feet to a point;

Thence turning and running S67°-17'-35"D by land, now or formerly of Francis A. DiMeo a distance of sixty-nine and fifty-eight hundredths (69.58) feet to a point;

Thence turning and running N22°-20'-28"E again by land, now or formerly of Francis A. DiMeo and by land, now or formerly of Lucille Richardson, et al, a distance of seventy and forty-seven hundredths (70.47) feet to a point on the southerly sideline of Market Street;

Thence turning and running \$470-28'-43"E along the southerly sideline of Market Street a distance of one hundred eighteen and eighty-three hundredths (118.83) feet to a point;

Thence turning and running S410-15'-39"W by land, now or formerly of Pasquale and Domenica Carmella Mangano a distance of one hundred thirty-five and sixty-eight hundredths (135.68) feet to a point;

Thence turning and running 558° - 49° - 24° E again by land, now or formerly of Pasquale and Domenica Carmella Mangano a distance of fifty and no hundredths (50.00) feet to a point;

Thence turning and running Nul⁰-50'-05"E again by land, now or formerly of Pasquale and Domenica Carmella Mangano a distance of one hundred twenty-five and eighty-two hundredths (125.82) feet to a point on the southerly sideline of Market Street;

Thence turning and running $$47^{\circ}-28'-43"$ D by the southerly sideline of Market Street a distance of fifty-six and sixty-five hundredths (56.65) feet to a point;

Thence turning and running \$30°-10'-39"W by land, now or formerly of Ida G. and Clarence W. Dooley a distance of one hundred thirteen and sixty-two hundredths (113.62) feet to a point;

Thence turning and running \$230-57'-01"W by land, now or formerly of John and Blanche Toutwid a distance of one hundred twenty-six and twenty-nine hundredths (126.29) feet to a point on the northerly sideline of Broadway;

Thence turning and running N620-19'-46"W by the northerly cideline of Broadway a distance of two hundred forty-seven and fifty hundredths (247.50) feet to the point of beginning.

Containing fifty-nine thousand six hundred thirty-nine (59,639) square feet, more or less.

There is included within the area hereinabove described, a certain parcel of registered land shown on Certificate of Title No. 136833, recorded in Middlesex South District Land Registration Office, Book 814, Page 83, bounded and described as follows:

NORTHWESTERLY by Columbia Street, one hundred feet;

NORTHEASTERLY by land now or formerly of Clara W. Woodsum, one hundred sixteen and 25/100 feat;

one numered surfeen and rovers rece,

SOUTHEASTERLY by land now or formerly of E. K. Harding, one hundred ten and 36/100 feet; and

SOUTHWESTERLY by Broadway, one hundred eighteen and 50/100 feet.

Said parcel is shown as Lot 6 on a Plan filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County, in Registration Book 1, Page 106, with Certificate 106.

PUBLIC EASEMENT

Reginning at a point, said point being the intersection of the northerly sideline of Broadway and the easterly sideline of Columbia Street;

Thence running N22°-39'-09"E by the easterly sideline of Columbia Street a distance of forty (40.00) feet to a point;

Thence turning and running \$190-50'-19"E, a distance of fifty-eight and ninety-nine hundredths (58.99) feet to a point on the northerly sideline of Broadway;

Thence turning and running $N62^{\circ}-19^{\circ}-46^{\circ}W$ by the northerly sideline of Broadway, a distance of forty (40.00) feet to the point of beginning.

Said proposed public easement containing seven hundred ninety-seven (797) square fect, more or less.



COMPREHENSIVE PERMIT APPLICATION SITE DEVELOPMENT PLANS AND DRAWINGS

JAS Squirrelwood

Please see attached plans.

SQUIRRELWOOD INFILL UNIT INFORMATION

| | UNIT MATRIX | | | | | | | |
|----------------|-------------|-----------|------|-----------|----|--|--|--|
| | Unit | Level | Type | Area (SF) | HC | | | |
| | 101 | 1ST FLOOR | 1 BR | 687 | 1 | | | |
| | 102 | 1ST FLOOR | 1 BR | 688 | | | | |
| | 201 | 2ND FLOOR | 2 BR | 877 | 1 | | | |
| | 202 | 2ND FLOOR | 1 BR | 608 | | | | |
| L | 203 | 2ND FLOOR | 2 BR | 857 | | | | |
| 9 _N | 204 | 2ND FLOOR | 1 BR | 602 | | | | |
| DI | 301 | 3RD FLOOR | 2 BR | 877 | | | | |
| BUILDING L | 302 | 3RD FLOOR | 1 BR | 608 | | | | |
| BI | 303 | 3RD FLOOR | 2 BR | 857 | | | | |
| | 304 | 3RD FLOOR | 1 BR | 602 | | | | |
| | 401 | 4TH FLOOR | 2 BR | 877 | | | | |
| | 402 | 4TH FLOOR | 1 BR | 608 | | | | |
| | 403 | 4TH FLOOR | 2 BR | 857 | | | | |
| | 404 | 4TH FLOOR | 1 BR | 602 | | | | |
| TOTAL | 14 | | | 10,207 | 2 | | | |

| DING M | 03 | 2ND FLOOR | 1 BR | 606 | |
|--------|----|------------------------|--------------|------------|---|
| | 04 | 2ND FLOOR 3RD FLOOR | 2 BR 1 BR | 861 606 | |
| BUII | 06 | 3RD FLOOR | 2 BR | 861 | |
| TOTAL | 6 | | | 4,222 | 0 |

| Z | 01 | 1ST FLOOR | 3 BR | 962 | 1 |
|-------|----|-----------|------|-------|---|
| 9G | 02 | 2ND FLOOR | 3 BR | 1,071 | |
| BLI | 03 | 3RD FLOOR | 3 BR | 1,071 | |
| TOTAL | 3 | | | 3,104 | 1 |

| BUILDING TOTALS | | | | | | |
|-----------------|-----|-----|-----|----------|---------|---------|
| BLDG | 1BR | 2BR | 3BR | 1 BR HC* | 2BR HC* | 3BR HC* |
| L | 8 | 6 | 0 | 2 | 1 | 0 |
| M | 4 | 2 | 0 | 0 | 0 | 0 |
| N | 0 | 0 | 3 | 0 | 0 | 1 |
| TOTAL | 12 | 8 | 3 | 2 | 1 | 1 |

^{*}HC unit calculations are included in total unit count

| | SITE TOTALS | |
|----------------|-------------|--|
| TOTAL UNITS | 23 | |
| TOTAL BEDROOMS | 37 | |

SQUIRRELWOOD ZONING TABLE

40%

% private open space

| Bldg | Bldg Area | Footprint | Approx. | | Setback | | Parking | | |
|----------------------------------|-----------|-----------|---------|-------|---------|-------|---------|------|-----|
| | (Gross) | (SF) | Height | Front | Rear | Left | Right | Bike | Car |
| A | 6,282 | 2,094 | 35' | 1.5' | N/A | 2.6' | 14.2' | | |
| В | 12,008 | 3,002 | 45' | 6.4' | 82.6' | 2.2' | N/A | | |
| C | 11,308 | 2,827 | 46' | 6.4' | 70.7' | N/A | N/A | | |
| D | 7,671 | 2,557 | 33' | 7.7' | N/A | N/A | 50.3' | | |
| Е | 7,815 | 2,605 | 36' | 1.3' | N/A | 64.3' | N/A | | |
| F | 1,638 | 819 | 26' | .1' | N/A | N/A | N/A | | |
| G | 5,032 | 2,516 | 27' | .9' | N/A | N/A | 3.3' | | |
| Н | 6,188 | 3,094 | 23' | N/A | 15.84' | N/A | 11.9' | | |
| Total | 57,942 | 11,591 | | | | | | 0 | 22 |
| Total units | 45 | | | | | | | | |
| Total site (ft ²) | 59,638 | | | | | | | | |
| Total FAR | 0.97 | | | | | | | | |
| Lot area/unit (ft ²) | 1,325 | | | | | | | | |

^a Where an existing building is located between the listed building and the street or property line, the setback is marked "N/A".

^b A curb cut change will be required for building L. The new curb cut shall comply with applicable zoning requirements and shall not exceed the maximum width of 20' under § 6.43.3.

[°] Ordinance § 4.26.1 requires a special permit for the construction of a multifamily dwelling containing 12 or more units in zone C-1. In addition to the dimensional and parking relief described, the project requires a special permit or a waiver of that requirement.

^d No relief is required for the left setback for building L, side setbacks for building M, front setback for building N, or any rear setbacks. The required left setback for building L is 23.8'. For all other buildings for which no relief is required, an intervening building is located between the building and the street or property line.

 $^{^{}e}$ No relief is required for the distance between building N and the nearest building. The required distance between buildings N and H is $\geq 10'$.

SQUIRRELWOOD INFILL UNIT INFORMATION

| | UNIT MATRIX | | | | | | | | | |
|------------|-------------|-----------|------|-----------|----|--|--|--|--|--|
| | Unit | Level | Type | Area (SF) | HC | | | | | |
| | 101 | 1ST FLOOR | 1 BR | 687 | 1 | | | | | |
| | 102 | 1ST FLOOR | 1 BR | 688 | | | | | | |
| | 201 | 2ND FLOOR | 2 BR | 877 | 1 | | | | | |
| | 202 | 2ND FLOOR | 1 BR | 608 | | | | | | |
| Г | 203 | 2ND FLOOR | 2 BR | 857 | | | | | | |
| BUILDING L | 204 | 2ND FLOOR | 1 BR | 602 | | | | | | |
| | 301 | 3RD FLOOR | 2 BR | 877 | | | | | | |
| ЛГ | 302 | 3RD FLOOR | 1 BR | 608 | | | | | | |
| Bl | 303 | 3RD FLOOR | 2 BR | 857 | | | | | | |
| | 304 | 3RD FLOOR | 1 BR | 602 | | | | | | |
| | 401 | 4TH FLOOR | 2 BR | 877 | | | | | | |
| | 402 | 4TH FLOOR | 1 BR | 608 | | | | | | |
| | 403 | 4TH FLOOR | 2 BR | 857 | | | | | | |
| | 404 | 4TH FLOOR | 1 BR | 602 | | | | | | |
| TOTAL | 14 | | | 10,207 | 2 | | | | | |

| Ţ | 01 | 1ST FLOOR | 1 BR | 613 | |
|------------|----|-----------|------|-------|---|
| BUILDING M | 02 | 1ST FLOOR | 1 BR | 675 | |
| Ž | 03 | 2ND FLOOR | 1 BR | 606 | |
| LD CD | 04 | 2ND FLOOR | 2 BR | 861 | |
| | 05 | 3RD FLOOR | 1 BR | 606 | |
| В | 06 | 3RD FLOOR | 2 BR | 861 | |
| TOTAL | 6 | | | 4,222 | 0 |

| Z | 01 | 1ST FLOOR | 3 BR | 962 | 1 |
|-------|----|-----------|------|-------|---|
| DG. | 02 | 2ND FLOOR | 3 BR | 1,071 | |
| BLĽ | 03 | 3RD FLOOR | 3 BR | 1,071 | |
| TOTAL | 3 | | | 3,104 | 1 |

| BUILDING TOTALS | | | | | | | | | | |
|-----------------|-----|-----|-----|----------|---------|---------|--|--|--|--|
| BLDG | 1BR | 2BR | 3BR | 1 BR HC* | 2BR HC* | 3BR HC* | | | | |
| L | 8 | 6 | 0 | 2 | 1 | 0 | | | | |
| M | 4 | 2 | 0 | 0 | 0 | 0 | | | | |
| N | 0 | 0 | 3 | 0 | 0 | 1 | | | | |
| TOTAL | 12 | 8 | 3 | 2 | 1 | 1 | | | | |

^{*}HC unit calculations are included in total unit count

| | SITE TOTALS | |
|----------------|-------------|--|
| TOTAL UNITS | 23 | |
| TOTAL BEDROOMS | 37 | |

SQUIRRELWOOD ZONING TABLE

% private open space 40%

| EXISTING | | | | | | | | | TOTAL TO |
|----------------------------------|-----------|-----------|---------|-------|---------|-----------------|-------|---------|----------|
| Bldg | Bldg Area | Footprint | Approx. | | Setback | cs ^a | | Parking | |
| | (Gross) | (SF) | Height | Front | Rear | Left | Right | Bike | Car |
| A | 6,282 | 2,094 | 35' | 1.5' | N/A | 2.6' | 14.2' | | |
| В | 12,008 | 3,002 | 45' | 6.4' | 82.6' | 2.2' | N/A | | |
| С | 11,308 | 2,827 | 46' | 6.4' | 70.7' | N/A | N/A | | |
| D | 7,671 | 2,557 | 33' | 7.7' | N/A | N/A | 50.3' | | |
| Е | 7,815 | 2,605 | 36' | 1.3' | N/A | 64.3' | N/A | | |
| F | 1,638 | 819 | 26' | .1' | N/A | N/A | N/A | | |
| G | 5,032 | 2,516 | 27' | .9' | N/A | N/A | 3.3' | | |
| Н | 6,188 | 3,094 | 23' | N/A | 15.84' | N/A | 11.9' | | |
| Total | 57,942 | 11,591 | | | | | | 0 | 22 |
| Total units | 45 | | | | | | | | |
| Total site (ft ²) | 59,638 | | | | | | | | |
| Total FAR | 0.97 | | | | | | | | |
| Lot area/unit (ft ²) | 1,325 | | | | | | | | |

| PROPOSED | EXPANS! | | | | the state of | | | | | | |
|----------------------------------|-----------|-----------|--------|-------|--------------|------|-------|--------------|-------------------------------|------|------------------|
| BIAG | Bldg Area | Footprint | | | Setback | cs a | | Distance to | Parl | cing | Legend for |
| | (Gross) | (SF) | Height | Front | Rear | Left | Right | Nearest Bldg | Bike | Car | required relief |
| Α | ETR | ETR | ETR | ETR | ETR | ETR | ETR | ETR | | | - |
| В | ETR | ETR | ETR | ETR | ETR | ETR | ETR | ETR | | | - |
| С | ETR | ETR | ETR | ETR | ETR | ETR | ETR | ETR | | | - |
| D | ETR | ETR | ETR | ETR | ETR | ETR | ETR | ETR | | | - |
| E | ETR | ETR | ETR | ETR | ETR | ETR | ETR | ETR | | | - |
| F | ETR | ETR | ETR | ETR | ETR | ETR | ETR | ETR | | | - |
| G | ETR | ETR | ETR | ETR | ETR | ETR | ETR | ETR | | | - |
| Н | ETR | ETR | ETR | ETR | ETR | ETR | ETR | ETR | | | - |
| L b | 14,814 | 2,102 | 46' | 3.5' | N/A | 42' | 8.0' | 8.5' (L & B) | | | 2, 3, 6 |
| M | 5,979 | 1,758 | 32' | 2.0' | N/A | N/A | N/A | 9.9' (M & F) | | | 2, 6 |
| N | 4,059 | 1,353 | 32' | N/A | N/A | 6.0' | 15' | 32' (N & H) | | | 2 |
| Total new | 24,852 | 5,213 | | | | | | | long term 40 short term 12 | 4 | - |
| Total all | 84,794 | 16,804 | | | | | | | long term 40 short term 12 | 26 | 1, 4, 5, 7, 8, 9 |
| Total units | 68 | | | | | | | | | | |
| Total site (ft ²) | 59,638 | | | | | | | | | | |
| Total FAR | 1.36 | | | | | | | | | | |
| Lot area/unit (ft ²) | 877 | | | | | | | | | | |
| % private open space | 22% | | | | | | | | | | |

| Type of relief c Legend | | Regulation | Required for Res. C-1 Dist./Multifamily Dwelling | Required for Squirrelwood | Ordinance section | |
|-------------------------|---|--|--|--|---|--|
| Dimensional | | | | | 51150402 | |
| | 1 | FAR | 0.75 + 30% inclusionary bonus | 0.975 | § 5.11; § 5.31; § 11.203.5(a) | |
| | 2 | Setbacks | Front: (H+L)/4 or min. of 10' Side: (H+L)/5 or min. of 7.5' | ^d Building L - Front: 3.8' Building L - Right Side: 27.1' Building M - Front: 10' Building N - Side: 14.6' | § 5.11; § 5.31; Note (n) to Table 5-1 | |
| | 3 | Height | 35' | 35' | § 5.11; § 5.31 | |
| | 4 | Private open space | 30% of lot area | 30% of lot area | § 5.22.1; § 5.31 | |
| | 5 | Maximum units based on lot area/unit | 1,500 ft ² /unit + 30% inclusionary bonus for number of units | 51.7 units | § 5.11; § 5.31; § 11.203.5(b) | |
| | 6 | Distance between buildings | ≥ the sum of heights of adjacent buildings/6 or min. 10' | ^c Between building $L \& B : \ge 15.2'$ Between building $M \& F : \ge 10'$ | § 5.13 | |
| Parking | | | | | | |
| | 7 | Number of spaces | 1/unit | 68 | § 6.31; § 6.36.1 | |
| | 8 | Parking design | No on-grade open parking space within front setback; landscaping ≥5% of lot area; landscaped buffer required | No on-grade open parking space within front setback; landscaping ≥5% of lot area; landscaped buffer required | § 6.44.1; § 6.48.1 | |
| | | I arking design | landscaped burier required | landscaped burier required | g 0.46.1 | |
| | 9 | Number of long-term bicycle parking spaces | 1 per unit for the first 20 units + 1.05 per additional unit | 70.4 | § 6.36.1; § 6.107.2 | |

^a Where an existing building is located between the listed building and the street or property line, the setback is marked "N/A".

^b A curb cut change will be required for building L. The new curb cut shall comply with applicable zoning requirements and shall not exceed the maximum width of 20' under § 6.43.3.

^c Ordinance § 4.26.1 requires a special permit for the construction of a multifamily dwelling containing 12 or more units in zone C-1. In addition to the dimensional and parking relief described, the project requires a special permit or a waiver of that requirement.

^d No relief is required for the left setback for building L, side setbacks for building M, front setback for building N, or any rear setbacks. The required left setback for building L is 23.8'. For all other buildings for which no relief is required, an intervening building is located between the building and the street or property line.

 $^{^{}e}$ No relief is required for the distance between building N and the nearest building. The required distance between buildings N and H is \geq 10'.