

ORIGINAL

**Proposal for the Redevelopment of  
280-290 & ES Warren Street**

**Submitted by:**

**CRUZ DEVELOPMENT CORPORATION**

**1 John Eliot Square**

**Roxbury, MA 02119**

**Submitted to:**


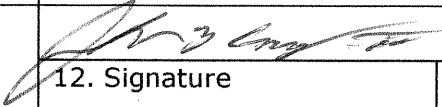
***THE CITY OF BOSTON***

**DEPARTMENT OF NEIGHBORHOOD**

**DEVELOPMENT**

**SUBMITTAL DATE: November 6, 2014**

## Appendix 1

<b>SOLICITATION, OFFER AND AWARD</b>		3. Date Issued		
1. PROJECT NAME <b>280-290 &amp; ES Warren Street Roxbury</b>	2. TYPE OF SOLICITATION <input type="checkbox"/> Invitation for Bids <input type="checkbox"/> Negotiated (RFP)		<b>August 25, 2014</b>	
4. ISSUED BY: City of Boston, Department of Neighborhood Development 26 Court Street, 9 <sup>th</sup> Floor Boston, MA 02180		5. ADDRESS OFFER TO: (If other than item 4)		
<b>NOTE:</b> In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"				
<b>SOLICITATION</b>				
6. Sealed offers (original and 3 copies) will be received at the place specified in item 4 until <b>4:00 p.m. (EST) November 6, 2014.</b>				
<b>CAUTION:</b> Late submissions, Modifications, and Withdrawals: See Section 10. All offers are subject to all terms and conditions contained in this solicitation.				
7. For Information Contact:	7a. Name Christopher Rooney	7b. Telephone (617) 635-0493	7c. Fax (617) 635-0282	7d. E-mail <a href="mailto:Christopher.M.Rooney@Boston.gov">Christopher.M.Rooney@Boston.gov</a>
<b>OFFER</b>				
8. In accordance with the terms of this RFP, the undersigned agrees, if this offer is accepted, to furnish any and all supporting documentation upon request by DND.				
<b>OFFER PRICE:</b>				
<b>9. SUBMISSION CHECKLIST</b>				
(x)		(x)		
<input checked="" type="checkbox"/>	Appendix 1: COVER SHEET	<input checked="" type="checkbox"/>	Appendix 6: CONSTRUCTION EMPLOYMENT STATEMENT	
<input checked="" type="checkbox"/>	PROPOSAL SUMMARY	<input checked="" type="checkbox"/>	Appendix 7: PROPERTY AFFIDAVIT	
<input checked="" type="checkbox"/>	Appendix 2: STATEMENT OF BIDDER'S QUALIFICATIONS	<input checked="" type="checkbox"/>	Appendix 8: AFFIDAVIT OF ELIGIBILITY	
<input checked="" type="checkbox"/>	Appendix 3: PRELIMINARY DEVELOPMENT BUDGET	<input checked="" type="checkbox"/>	Appendix 9: CHAPTER 803 DISCLOSURE STATEMENT	
<input checked="" type="checkbox"/>	Appendix 4: PRELIMINARY OPERATING BUDGET	<input checked="" type="checkbox"/>	Appendix 10: BENEFICIAL INTEREST STATEMENT	
<input checked="" type="checkbox"/>	Appendix 5: DEVELOPMENT TIMETABLE			
10. ADDRESS OF OFFEROR 1 John Eliot Square, Roxbury 02119		11. Name and Title of Authorized Signatory (Print) John B. Cruz III, President		
Phone Number				11/6/2014
		12. Signature		13. Offer Date

## PROPOSAL SUMMARY

Cruz Development Corporation (“Cruz”) is proposing to build a 51 unit mixed use, mixed income building that will encompass approximately 85,000 square feet on Warren and Clifford Streets. The development will utilize the approximately 6,000 square feet that is the subject of the RFP plus the abutting property, located at 2-10 Clifford Street, being offered as the Mian Property. The residential component will consist of 4 one-bedroom, 45 two-bedroom and 2 three-bedroom units, providing workforce-oriented housing. The residential component will include 36 units available for residents earning less than 60% of the Boston Area-wide Median Income and 15 units that will be rented to market rate tenants. The development will include commercial space on the ground floor that will occupy the same footprint as the current 280-290 Warren Street Site. The complex will be a four-story structure consistent with many of the buildings found on Warren Street.

The Cruz proposal includes two major community benefits. First, Cruz will include Freedom House, Inc., a prominent community-based non-profit, as a special limited partner, sharing in the financial benefits (10% of development profit and annual cashflow) of the project. An additional community benefit is our partnership with YouthBuild Boston. Cruz Construction Co., Inc. will require that each of the major trade subcontractors include at least one trainee on the job. That will result in at least 10 YouthBuild trainees involved in the construction process.

The development will include commercial space on the ground floor that will occupy the same footprint as the current 280-290 Warren St. Site. The complex will be a four-story structure consistent with many of the buildings found on Warren Street. The project consists of developing a minimum of 8,150 square feet of commercial space which will be occupied by the Cruz Companies. The project also provides for 4 one-bedroom, 45 two-bedroom and 2 three-bedroom units with associated spaces for a total of 51 units. The design responds to the site configuration and is reflective of the adjacent buildings and community in relationship to size, height, scale and character. There are three floors of housing over the ground floor commercial and parking. Construction will be concrete block and plank with steel where needed. The exterior wall will be brick veneer with a mansard roof. Color, texture, size, shape, bays and windows will be consistent with the architecture along Warren Street and the Dudley Square community.

The green building approach to construction will be a comprehensive approach that will consider the following and provide all that is needed to obtain a minimum silver rating.

The owner/mortgagor of the development will be Clifford Housing, LLC, whose general partner will be Clifford GP, Inc. with John B. Cruz, III as its principal.

We have proposed a realistic development schedule and intend to adhere to the schedule as closely as possible.

*Appendix 2*

**STATEMENT OF PROPOSER'S QUALIFICATIONS**

All questions must be answered. All information must be clear and complete. Attach additional pages, if needed.

1. Name of proposer: Cruz Development Corporation

2. Names and titles of principals: John B. Cruz III, President  
Daniel Cruz, Jr., Vice President

3. Names of authorized signatories: John B. Cruz III; Daniel Cruz, Jr.

4. Permanent main office address: 1 John Eliot Square, Roxbury, MA 02119

Phone: (617) 445-6901 Fax: (617) 442-2496 Email: dcruz@cruzcompanies.com

5. Date organized: 4/10/1981

6. Location of incorporation: Commonwealth of Massachusetts

7. Number of years engaged in business under your present name: 33

8. List at least three private or public agencies that you have supplied/provided with similar services to that in this solicitation:

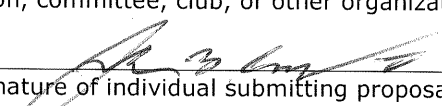
a. City of Boston Department of Neighborhood Development

b. Commonwealth of Massachusetts Department of Housing and Community Development

c. MassHousing

Has organization ever failed to perform any contract?  YES  NO  
If YES, attach a written declaration explaining the circumstances.

AUTHORIZATION: The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

  
Signature of individual submitting proposal

President

Title

Cruz Development Corporation

Legal Name of Organization

November 6, 2014

Date

*Appendix 3*

**PRELIMINARY DEVELOPMENT BUDGET**

**PROPOSER'S NAME:** Cruz Development Corporation

Complete this Preliminary Development Budget or you may substitute another form that provides substantially equivalent information. Note: Total of Uses of Funds should equal Total of Sources of Funds.

<b>USES OF FUNDING</b>	<b>AMOUNT</b>
Acquisition - Land	\$ 1647300
Site Prep/Environmental	\$ 0
Construction	\$ 14579888
Construction Contingency	\$ 1457986
Architect(s) and Engineer(s)	\$ 724358
Development Consultant	\$
Survey and Permits	\$ 201558
Legal	\$ 300000
Title and Recording	\$ 223000
Real Estate Taxes	\$ 28000
Insurance	\$ 30000
Construction Loan Interest	\$ 596198
Construction Inspection Fees	\$ 25500
Other: Environment Engineer & Civil Engineer	\$ 200000
Other: Clerk of the Works	\$ 75000
Other: Bond Premium	\$ 134514
Other: Financing Fees	\$ 219463
Other: Security, Appraisal, TC Fee, Mark / Rentup, Reserves	\$ 564069
Soft Cost Contingency	\$ 50000
Developer Overhead	\$ 1193202
Developer Fee	\$ 1193202
<b>TOTAL: ALL USES</b>	<b>\$ 23443238</b>

SOURCES OF FUNDING		AMOUNT
Sponsor Cash In Hand		\$ 520
Additional Sponsor Fundraising LIHTC Equity - Fed + State		\$ 13699525
Philanthropic Funding	DHCD HOME & HSF	\$ 1900000
Philanthropic Funding	City of Boston NHT	\$ 900000
Bank Loans	Perm debt	\$ 4596592
Donated Materials/Services: MassHousing AHT		\$ 1000000
Other:	City of Boston Market Rate Buydown	\$ 750000
Other:	Deferred Developer Fee	\$ 596601
<b>TOTAL ALL SOURCES:</b>		\$ 23443238

Committed

If any of the above-listed funding sources are already in hand or have been committed subject to designation/conveyance by DND, check off the right-hand box under "Committed".

Explanatory notes:

"Other" expenses include: Security - \$30,000; Accounting and Cost Certification - \$75,000; Appraisal - \$15,000; Operating Reserve - \$262,228; Replacement Reserve - \$9,100; Debt Service Reserve - \$122,741; and Marketing and Rent-up \$50,000.

Acquisition total of \$1,647,300 includes \$297,300 for the DND parcel and \$1,350,000 for the abutting parcel at 2 Clifford St.

**PRELIMINARY OPERATING BUDGET**

**PROPOSER'S NAME:** Cruz Development Corporation

Provide a Preliminary Operating Budget on the form provided below. You may substitute another form that provides substantially equivalent information.

SOURCES OF FUNDS: ANNUAL OPERATING INCOME	AMOUNT	Committed
5 Units @ <=30% of median	\$ 33540	<input type="checkbox"/>
31 Units @ <=60% of median	\$ 474216	<input type="checkbox"/>
15 Units @ market	\$ 289980	<input type="checkbox"/>
Commercial 9,684s.f @\$15 s.f.	\$ 145260	<input type="checkbox"/>
	\$	<input type="checkbox"/>
	\$	<input type="checkbox"/>
	\$	<input type="checkbox"/>
	\$	<input type="checkbox"/>
	\$	<input type="checkbox"/>
	\$	<input type="checkbox"/>
	\$	<input type="checkbox"/>
	\$	<input type="checkbox"/>
<b>ANNUAL OPERATING INCOME: ALL SOURCES</b>	<b>\$ 942996</b>	

If any of the above-listed funding sources are already in hand or have been committed subject to completion of the new facility, check off the right-hand box under "Committed".

USES OF FUNDS: ANNUAL OPERATING COSTS	AMOUNT
Management Fee	\$ 44410
Administration	\$ 93200
Heat & Utilities	\$ 105000
Maintenance & Repairs	\$ 115700



Real Estate Taxes	\$ 75000
Insurance	\$ 30000
Water & Sewer	\$ 51000
Security	\$ 18000
Resident Services	\$ 15000
Replacement Reserve Deposit	\$ 17850
	\$
	\$
	\$
	\$
	\$
<b>ANNUAL OPERATING COSTS: ALL SOURCES</b>	<b>\$ 565160</b>

Explanatory notes:

**DEVELOPMENT TIMETABLE**

**PROPOSER'S NAME:** CRUZ DEVELOPMENT CORPORATION

Assuming that you are designated on November 01, 2014, indicate below your target dates for achieving these key development milestones.

MILESTONE	DATE
Designs Complete	February 27, 2015
Apply for Permit(s)	March 20, 2015
Zoning Relief Anticipated?	<input checked="" type="radio"/> YES <input type="radio"/> NO
All Development Financing Committed	January 15, 2016
Permit(s) Issued	July 10, 2015
Financing Closed	April 29, 2016
Construction Begins	May 2, 2016
Construction Complete	July 28, 2017

**CONSTRUCTION EMPLOYMENT STATEMENT**

**PROPOSER'S NAME:** CRUZ DEVELOPMENT CORPORATION

How many full time employees does your firm currently have?

Under 25                       25 -99                       100 or more

Are you a Boston-based business?    YES    NO

*"Boston Based": where the principal place of business and/or the primary residence of the Proposer is in the City of Boston.*

Are you a Minority-owned Business Enterprise?    YES    NO

If yes, are you certified as such by the State Office of Minority and Women Business Assistance (SOMBWA)?    YES    NO

Are you a Woman-owned Business Enterprise?    YES    NO

If yes, are you certified as such by the State Office of Minority and Women Business Assistance (SOMBWA)?    YES    NO

**RESIDENT, MINORITY AND FEMALE CONSTRUCTION EMPLOYMENT**

DND encourages developers to seek to achieve the following construction employment goals:

**Boston Residents      50% of project hours**

**Minority                      25% of project hours**

**Female                        10% of project hours**

These are targets, not requirements, but proposals that provide better evidence of their ability to achieve these targets will be more highly ranked. Explain what actions you will undertake to promote employment of these groups:

Over the past 60 years, John B. Cruz Construction, the construction contractor for this project, has achieved an average of 60% MBE/WBE and 60% minority workers on our construction projects. We also strive to hire Boston residents and female workers on all of our Boston jobs. During our most recent Boston construction project, we hired 58.8% Boston resident, 74.2% minority workers and 4.5% female workers. Cruz has also developed a directory of M/WBE businesses, most of which employ/hire Boston residents. Cruz will draw from this directory in bidding work for professional services, subcontracts and vendor services utilized for this project. If there is a shortfall of M/WBE firms in any area, Cruz will utilize the local print media to advertise business opportunities for the project. Cruz will maintain records on the utilization and participation of Boston residents, minority and female workers on this construction project.

If you have additional information demonstrating your capacity to achieve these employment targets, you may provide this information on a separate sheet clearly labeled at the top with "Supplementary Construction Employment Statement" and the Proposer's name.

*Note: if you are, according the US Dept. of Housing & Urban Development, a Section 3 certified vendor, this will be considered strong evidence of capacity to achieve DND's employment goals.*

If you have completed any development projects in the last five years that have required employment reporting through the City's Office of Jobs & Community Services, please list the most recent here:

Wayne at Franklin Hill, Dorchester 02124 (Completed August 2014)

City of Boston – Department of Neighborhood Development
Property Affidavit

Instructions: List all City of Boston properties currently owned, or previously foreclosed upon for failure to pay real estate taxes or other indebtedness, by the applicant or by any other legal entity in which the applicant has had or now has an ownership or beneficial interest.

For any additional properties that do not fit on this form, attach a spreadsheet. (Do not use another loops form. Only one typed signature page should be submitted.)

Applicant: CRUZ DEVELOPMENT CORPORATION

Table with 2 columns: List Addresses of Boston Properties Owned, PARCEL ID #. Includes text entry: "Please see attached list of all City of Boston properties".

Boston Properties Previously Foreclosed Upon by COB: None

Are you including any additional properties on an attached spreadsheet? YES NO

By entering my name below, I declare under penalty of perjury that the foregoing representations are true, complete, and correct.

John B. Cruz III 11/6/2014
Type name Date
Edgar J. Carrere (617) 445-8901
Applicant Contact (if different from above) Telephone Number

For Official Use Only (to be completed by City of Boston staff)
DND PM, Division, & Project Christopher M. Rooney, Real Estate Sales Division, 280-290 & ES Warren Street

DND A&F Division Review Y\$ N [ ]
Signature & Date:
Notes:

Public Works Department [ ] Y\$
Signature & Date:
Notes:

Treasury Department Y\$ N [ ]
Signature & Date:
Notes:

Boston Water & Sewer Commission Y\$ N [ ]
Signature & Date:
Notes:

**City of Boston**

**Department of Neighborhood Development: Property Affidavit**

**APPLICANT'S DISCLOSURE OR PROPERTY OWNED**

Please list all property currently or previously owned, or previously foreclosed for failure to pay realstate taxes or other indebtedness, within the City of Boston by the applicant or by any entity in which the applicant has had or now has an ownership or beneficial interest. Attach additional sheets as necessary.

APPLICANTS NAME: **Cruz Development Corporation**  
 APPLICANT'S ADDRESS: **One John Eliot Square, Roxbury, MA 02119**  
 BOSTON PROPERTY OWNED BY APPLICANT:

<i>Name of Owner/s</i>	<i>Street Address</i>	<i>Neighborhood</i>	<i>Ward</i>	<i>Parcel</i>	<i>Sub-Parcel</i>
John B. Cruz III	56-56A Eliot Street	Jamaica Plain	19	1901696	000
Cruz Harvard LLC	Harvard Commons, Phase II	Dorchester	14	1405196	430
	8 Snowden Way				
	14 Snowden Way				
	19 Snowden Way				
	20 Snowden Way				
28 Snowden Way	1405196	400			
30 Snowden Way	1405196	740			
				1405196	370
				1405196	330
				1405196	320

(aka 60 Sen Bolling Cir.)

Name of Owner/s	Street Address	Neighborhood	Ward	Parcel	Sub-Parcel
	Harvard Commons, Phase III	Dorchester	14		
	7 Senator Bolling Circle			1405196	630 (Rec. Building Lot)
	11 Senator Bolling Circle			1405196	620
	12 Senator Bolling Circle			1405196	890
	13 Senator Bolling Circle			1405196	610
	15 Senator Bolling Circle			1405196	600
	17 Senator Bolling Circle			1405196	590
	18 Senator Bolling Circle			1405196	880
	19 Senator Bolling Circle			1405196	580
	20 Senator Bolling Circle			1405196	870
	21 Senator Bolling Circle			1405196	570
	22 Senator Bolling Circle			1405196	860
	23 Senator Bolling Circle			1405196	560
	24 Senator Bolling Circle			1405196	850
	26 Senator Bolling Circle			1405196	840
	27 Senator Bolling Circle			1405196	550
	28 Senator Bolling Circle			1405196	830
	29 Senator Bolling Circle			1405196	540
	30 Senator Bolling Circle			1405196	820
	31 Senator Bolling Circle			1405196	530
	32 Senator Bolling Circle			1405196	810
	33 Senator Bolling Circle			1405196	520
	34 Senator Bolling Circle			1405196	800
	35 Senator Bolling Circle			1405196	510
	37 Senator Bolling Circle			1405196	500
	41 Senator Bolling Circle			1405196	490
	43 Senator Bolling Circle			1405196	480
	44 Senator Bolling Circle			1405196	790
	45 Senator Bolling Circle			1405196	470
	47 Senator Bolling Circle			1405196	460

Name of Owner/s	Street Address	Neighborhood	Ward	Parcel	Sub-Parcel
Harvard Commons LP	Harvard Cooperative Housing (Harvard Commons, Phase I)	Dorchester	14		
	355-357 Harvard Street			05196	300
	359-363 Harvard Street			"	"
	365-367 Harvard Street			"	"
	1-5 Senator Bolling Circle			"	"
	369-371 Harvard Street			05196	310
	373-375 Harvard Street			"	"
	2-4 Snowden Way			"	"
	451-455 Harvard Street			"	"
	457-459 Harvard Street			"	"
	461-463 Harvard Street			"	"
	58-60 Senator Bolling Circle			"	"
	64-68 Senator Bolling Circle			"	"
	465-469 Harvard Street			05196	450
	55-57 Senator Bolling Circle			"	"
	59-61 Senator Bolling Circle			"	"
	63-65 Senator Bolling Circle			"	"
	67-69 Senator Bolling Circle			"	"
	71-75 Senator Bolling Circle			"	"
	77-81 Senator Bolling Circle			"	"
BCN Properties LP	<b>BCN Properties</b>	Roxbury	11		
	21-23 Center St.			3450	
	2-76 Bower St.			1880	
	25 Nazing St.			2414	
Orchard Park Off-Site Phase 1 LP	<b>Orchard Commons</b>	Roxbury	11		
	2-16 Winslow St.			121A Property	Taxes are based
	212-234 Dudley St.			on income	
	265-271 Dudley St.				
	277-289 Dudley St.				
	288-298 Dudley St.				
	311-321 Dudley St.				
	70-74 Adams St.				
	159-173 Eustis St.				
	97-125 Ziegler St.				

<b>Name of Owner/s</b>	<b>Street Address</b>	<b>Neighborhood</b>	<b>Ward</b>	<b>Parcel</b>	<b>Sub-Parcel</b>
Maple Commons Apts. LP	<b>Maple Commons</b> 15-19 Maple St. 21 Nazing St. 19 Center St,	<b>Roxbury</b>	<b>11</b>	02491 02413 03449	000 000 000
WBH Housing, LLC	<b>Wayne at Blue Hill</b> 1439, 1143 Blue Hill Ave. 1447-51 Blue Hill Ave. 1461-63 Blue Hill Ave.	<b>Mattapan</b>	<b>18</b>	03025 03026 02126	000 000 000
WFH Housing, LLC	<b>Wayne at Franklin Hill</b> 30-38 Franklin Hill Ave. 40-50 Franklin Hill Ave. 52-58 Franklin Hill Ave. & 140 American Legion Hwy	<b>Dorchester</b>	<b>14</b>	4338	000
Wayne at Columbia	<b>Wayne at Columbia, LLC</b> 217 Columbia Rd. 467 Columbia Rd. 471 Columbia Rd. 472 Columbia Rd. 6-8 Bellevue St. 10-10A Bellevue St. 140-142 American Legion Hwy. & 4 Almont St.	<b>Dorchester</b> " " " " "	<b>14</b>	00088 02617 02618 01745 02722 02721 04438	000 000 000 000 000 000 000



Name of Owner/s	Street Address	Neighborhood	Ward	Parcel	Sub-Parcel
Gemini Housing Corp. LP	<b>Wayne Apartments</b>	<b>Roxbury</b>	<b>11</b>		
	358 Walnut Ave.			03040	001
	360 Walnut Ave.			03041	000
	57 Bicknell St.			02673	000
	2 Elm St.			02750	000
	92-94 Esmond St.			02690	000
	2 Greenbrier St.			00733	000
	77-79 Homestead St.			03108	000
	249 Humboldt Ave.			03114	000
	129 Intervale St.			00386	003
	133 Intervale St.			00387	000
	135 Intervale St.			00387	001
	50-52 Lorne St.			04286	000
	4 Wilson St.			"	000
	97-99 Norfolk St.			01436	000
	101-103 Norfolk St.			01438	000
	39 Schuyler St.			02484	000
	81 Walnut Park			01619	001
	35 Wales St.			01947	000
	548 Warren St.			02707	000
	550 Warren St.			02706	000
	25 Wayne St.			02421	000

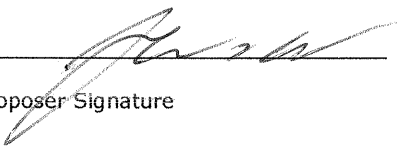
Name of Owner/s	Street Address	Neighborhood	Ward	Parcel	Sub-Parcel
Prang Estates Assoc. LP	29 Center St.	Roxbury	9	03453	000
	45 Centre St.			03452	000
Cox Building Assoc. LP	<b>The Cox Building</b>	Roxbury	11		
	55 Bartlett St.			03278	000
	57 Bartlett St.			03279	000
	59 Bartlett St.			03280	000
	65 Bartlett St.			03281	000
	67 Bartlett St.			03283	000
	69 Bartlett St.			03282	000
	71 Bartlett St.			03284	000
	1 John Elliot Sq.			03285	000
	3 Dudley St.			03286	000
	5 Dudley St.			03287	000
7 Dudley St.	03288	000			
9 Dudley St.	03289	000			
11 Dudley St.	03290	000			
The 1982 Park Gardens Assoc. LP	<b>Park Gardens</b>	Roxbury	11		
	124 Walnut Park			01654	000
	30 Walnut Park			01653	000
Sarah Baker Manor Assoc. LP	<b>Sarah Baker Manor</b>	Roxbury	11	121A Property:	Taxes are based
	4 Langford Park			on income	
Taurus @ Fountain Hill Assoc. LP	<b>Taurus at Fountain Hill</b>	Roxbury	12	121A Property:	Taxes are based
	16 Akron St.			on income	
	24 St James St.				
	47 St. James St.				
	49 St. James St.				
Taurus Apartments Company	<b>Taurus Apts.</b>	Roxbury	12		
	120 Humboldt Ave.			01992	000

**AFFIDAVIT OF ELIGIBILITY**

The undersigned hereby certifies, under the pains and penalties of perjury, that neither they, nor those with whom they have business ties, nor any immediate family member of the undersigned, is currently or has been within the past twelve (12) months, an employee, agent, consultant, officer or elected or appointed official of the City of Boston Department of Neighborhood Development.

For purposes of this Affidavit, "immediate family member" shall include parents, spouse, siblings, or children, irrespective of their place of residence.

This statement is made under the pains and penalties of perjury this 6<sup>th</sup> day  
of November, 2014  
Month Year

  
\_\_\_\_\_  
Proposer Signature

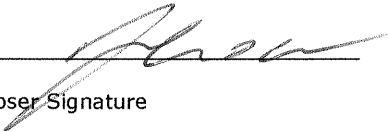
\_\_\_\_\_  
Co-Proposer Signature (If Applicable)

*Appendix 9*

**CHAPTER 803 DISCLOSURE STATEMENT**

In compliance with Chapter 60, Section 77B of the Massachusetts General Laws as amended by Chapter 803 of the Acts of 1985, I hereby certify that I have never been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the fraudulent filing of a claim for fire insurance; nor am I delinquent in the payment of real estate taxes in the City of Boston, or being delinquent, an application for the abatement of such tax is pending or a pending petition before the appellate tax board has been filed in good faith.

This statement is made under the pains and penalties of perjury this 6<sup>th</sup> day  
of November, 2014  
Month Year

  
\_\_\_\_\_  
Proposer Signature

\_\_\_\_\_  
Co-Proposer Signature (If Applicable)

## Appendix 10

### DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

#### INSTRUCTION SHEET

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

280-290 and ES Warren Street, Roxbury

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

Acquisition of Real Property

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

City of Boston, Department of Neighborhood Development

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

John B. Cruz III, President, Cruz Development Corporation

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord

Lessee/Tenant

Seller/Grantor

Buyer/Grantee

Other (Please describe): \_\_\_\_\_

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

John B. Cruz III

56 Eliot Street, Jamaica Plain 02130

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or: purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been*

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

*filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

John B. Cruz III

---

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)



11/06/20144

---

AUTHORIZED SIGNATURE of DISCLOSING PARTY      DATE (MM/DD/YYYY)

---

PRINT NAME & TITLE of AUTHORIZED SIGNER

Cruz Development Corporation, on behalf of the sponsor/mortgagor Clifford Housing, LLC, is pleased to provide this proposal for the Warren Street parcels located in the Roxbury neighborhood of Boston. Please accept this document as our Statement of Interest as required in the RFP, Section 6. a. i. We are pleased to include Freedom House, Inc., a prominent community-based non-profit, as a special limited partner, sharing in the financial benefits of the project. Included in this section is an organizational chart detailing the real estate development structure and a separate chart showing the organization of the Cruz Companies, complete with resumes of key personnel.

Cruz Development Corporation is proposing to build a 51 unit mixed use, mixed income building that will encompass approximately 85,000 square feet on Warren and Clifford Streets. The development will utilize the approximately 6,050 square feet that is the subject of the RFP plus the abutting privately-owned property, located at 2-10 Clifford Street, known as the Mian Property. The residential component will consist of 4 one-bedroom, 45 two-bedroom and 2 three-bedroom units, providing workforce-oriented housing. The residential component will include 36 units for residents earning less than 60% of the Boston Area-wide Median Income and 15 units that will be rented to market rate tenants. The development will include commercial space on the ground floor that will occupy the same footprint as the current 280-290 Warren Street Site. The Cruz Companies will relocate all three companies to that location bringing approximately 45 employees to support neighborhood businesses. The complex will be a four story structure consistent with many of the buildings found on Warren Street.

Cruz Development Corporation is a successful, minority-owned real estate developer that has its roots in the Roxbury community. A profile of Cruz Development is found in the “Developer Qualifications, Experience and References” section of this submittal. Cruz Development is M/WBE certified by the State Office of Minority and Women Business Assistance.

Daniel Cruz, Jr., Vice President of Cruz Development will be the lead project manager for this project. Mr. Cruz has more than 20 years of real estate development, construction and finance experience, as well as vast experience in contract management, planning, budgeting and community relations. He has successfully completed real estate projects valued over \$80,000,000.

The architectural firm of Micheal Washington Architects, Inc. (MWA) has been selected to provide design and construction management assistance. MWA has more than 30 years of solid experience in a variety of residential and light industrial rehabilitation and new construction projects of substantial scope, size and complexity, including many DND-funded developments. MWA is also a minority firm whose office is located in Boston. The design team’s efforts of energy efficiency and Green design will be supported by Kim Vermeer of Urban Habitat Initiatives, Inc. UHI is a Boston-based certified WBE consulting firm.

For over 50 years, John B. Cruz Construction Company, Inc. (“Cruz”) has provided its clients with consistently high quality and soundly constructed projects. Its diverse portfolio includes a variety of commercial, residential, industrial and arena-type projects. Cruz has completed single projects as large as \$15 million dollars and joint venture contracts in excess of \$150 million dollars.

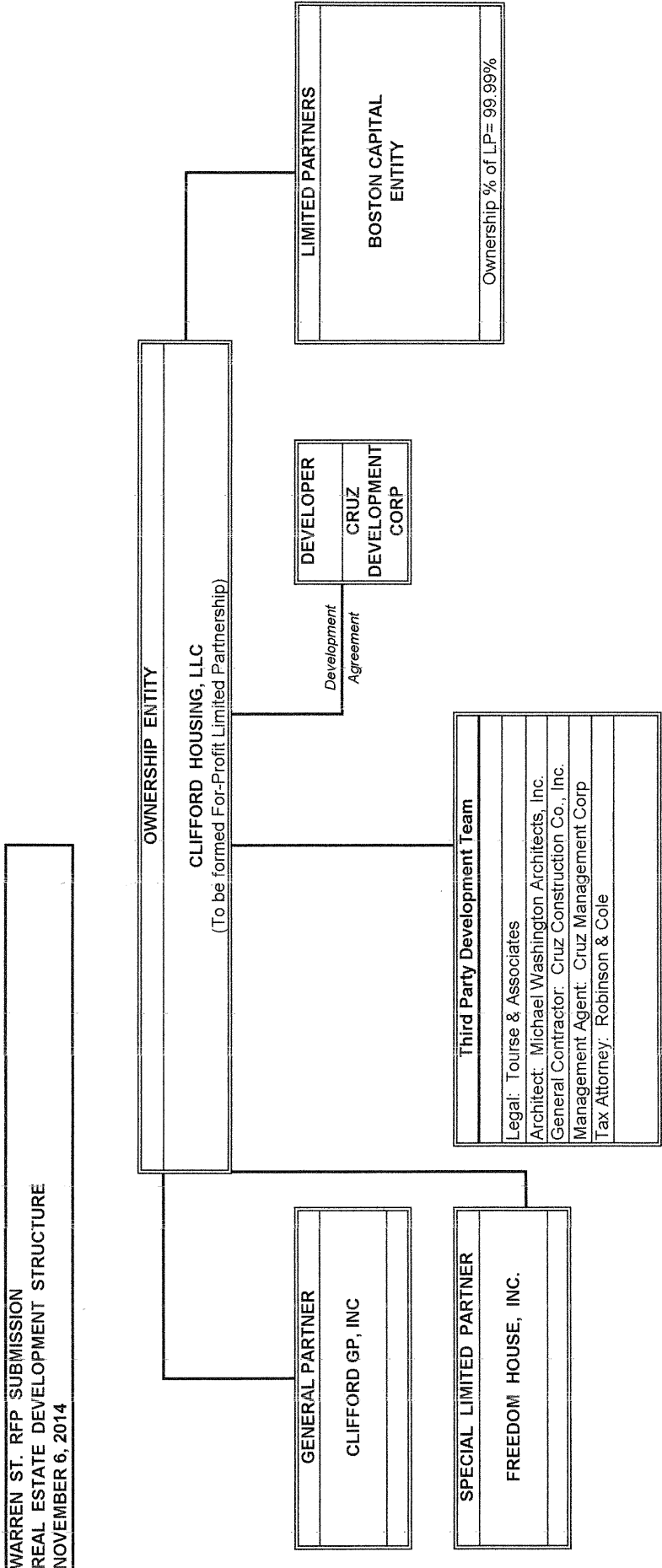


**6.a.i: Overall Introduction of the Proposer & Statement Of Interest**

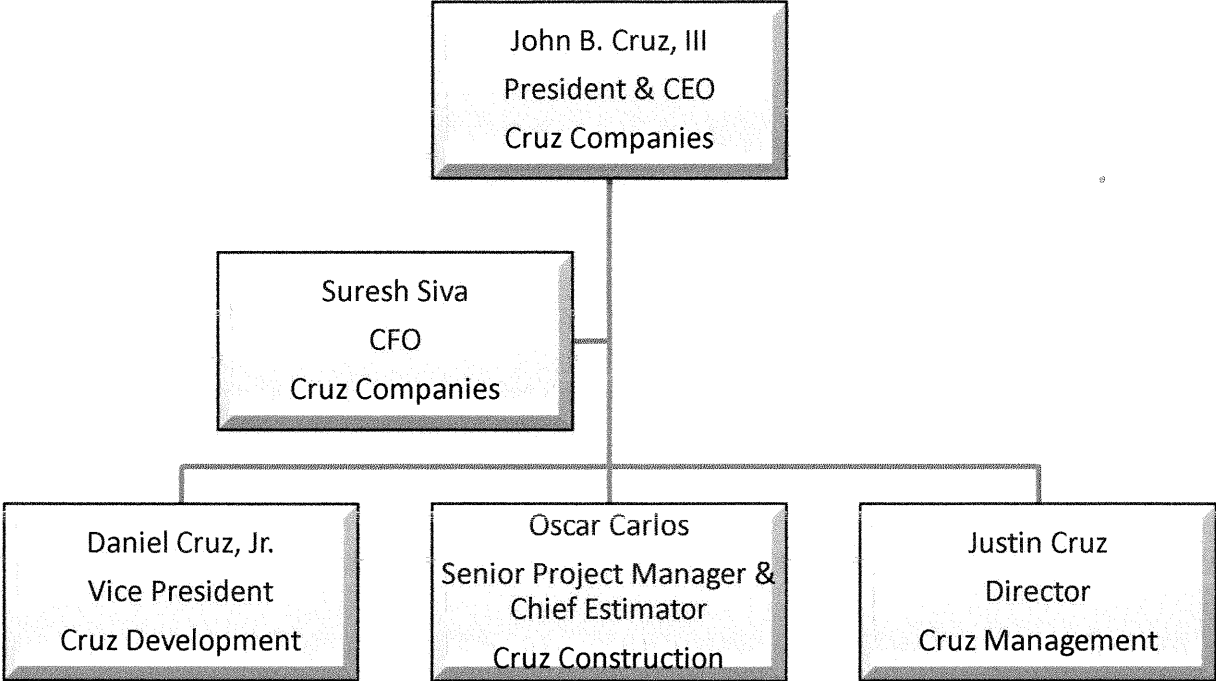
Page 2

The managing attorney for the project will be Tourse & Associates PC. The firm is a minority business enterprise whose principal is Dennis R. Tourse. Mr. Tourse, with more than 30 years of real estate legal experience, will be responsible for the managing the other legal entities involved in the development process. Mr. Tourse has been the managing attorney in a substantial number of major housing, commercial and industrial real estate projects.

6.a.ii: Organizational Structure of Owner Entity



**6.a.ii: Organizational Structure  
of Cruz Companies**



## CORPORATE PROFILE

**JOHN B. CRUZ III**  
One John Eliot Square  
Roxbury, MA 02119

**Business Phone:** (617) 445-6901

**email:** [jbcruz3@cruzcompanies.com](mailto:jbcruz3@cruzcompanies.com)

**OCCUPATION:** President, John B. Cruz Construction Co., Inc.  
President, Cruz Management Co., Inc.  
President, Cruz Development Corp.

**PROFESSIONAL AFFILIATIONS:** Associated Builders & Contractors, Inc. (ABC)  
The Builder's Association of Greater Boston (BAGB)  
Urban Land Institute (ULI)  
National Association of Home Builders (NAHB)  
President/Board Member, Cape Verdean American Business Organization (CABO)  
Board Member, Kiwanis Club of Roxbury, MA  
Board Member, Minority Developers Association (MDA)  
President Ex-Officio, Contractors Association of Boston (CAB)  
President Ex-Officio, Board Member Emeritus, National Association of Minority Contractors (NAMC)

**EXPERIENCE & BACKGROUND:**

My involvement and interest in the construction industry began as a youth working in the summers and on weekends for my father's construction business, a carpentry subcontractor firm which he founded in 1949. After graduating from Wentworth, I started out as Superintendent/Estimator. As the company grew and became primarily, a general contracting firm, I became the President and General Manager. Under my leadership, the company diversified into real estate development and property management, and has developed and owned over 1,600 units of low and moderate-income housing developments. The company also has experience in design/build projects as well as construction management services. Please visit our corporate website: [www.cruzcompanies.com](http://www.cruzcompanies.com)

**EDUCATION:** Boston Technical High School  
Wentworth Institute - Building Technology  
Massachusetts Institute of Technology  
(Minority Developer's Executive Training Program)

## CORPORATE PROFILE

### PERSONAL

#### REFERENCES:

Mr. Marvin Siflinger, Chairman  
Housing Partners, Inc.

142 Galen Street,  
Watertown, MA 02472

Mr. Donald Stull, Principal  
Stull & Lee Architects, Inc.  
103 Terrace Street  
Boston, MA 02120

Mr. Howard Cohen, President  
Beacon Residential Ste. B Management  
150 Federal Street, 5<sup>th</sup> Floor  
Boston, MA 02110

## CORPORATE PROFILE

**DANIEL CRUZ, JR.**  
One John Eliot Square  
Roxbury, MA 02119

**Business Phone: (617) 445-6901**

**Email: [dcruz@cruzcompanies.com](mailto:dcruz@cruzcompanies.com)**

**EXPERIENCE:** Thirty years of real estate development, construction and finance experience; contract management, planning, budgeting and community relations.

**1983 to  
Present**

**John B. Cruz Construction Company, Inc. / Cruz Development Corporation, Roxbury, MA**  
Vice President

Identify and evaluate real estate projects for development. Manage all facets of development process from project inception, acquisition, evaluation of environmental impact, architectural design, zoning issues, syndication structure, contracts negotiations, construction through rent-up. Owner's Representative with city, state and federal regulatory agencies, law firms, community groups and lending institutions, etc. Development Executive in charge of real estate projects in excess of \$200,000,000.

**1982 - 1983**

**Unity Bank and Trust Company, Roxbury, MA**  
Branch Manager

Responsible for all administrative and operational functions of a branch office; supervised all staff and instituted new procedural policies for customer service representatives; approved loans

**AFFILIATIONS:** Past President, Minority Developers Association  
Board Member, Massachusetts Housing Investment Corp.  
Past Board Member, Citizens Housing and Planning Assoc.  
Past Board Member, Greater Boston YMCA  
Past Board Member, Associated Early Care and Education

**EDUCATION:** Boston University, Political Science: 1973 – 1975  
Massachusetts Institute of Technology (Minority Developer's Executive Training Program)

**References furnished upon request**

## CORPORATE PROFILE

**SURESH D. SIVA**  
One John Eliot Square  
Roxbury, MA 02119

**Business Phone: (617) 445-6901**

**Email: [ssiva@cruzcompanies.com](mailto:ssiva@cruzcompanies.com)**

### EXPERIENCE:

Energetic and highly motivated accounting and finance professional with outstanding educational credentials and several years of managerial experience in accounting, finance and management information system.

**1994**            **JOHN B. CRUZ CONSTRUCTION CO., & AFFILIATES**  
**TO**                **Corporate Controller**  
**Present**

Directs the financial planning and accounting practices within the four operating companies.

Key responsibilities include, but is not limited to, each company's relationship with lending institutions, investors, shareholders, regulatory agencies, bonding agents, insurance carriers (company and employee) and the financial community. Oversees and directs treasury, budgeting, audit, tax, accounting, payroll, purchasing, real estate, and insurance activities for the organizations. Assist the President in Activities as custodian of funds, securities, and other assets of the organization.

**1991**            **FIC MANAGEMENT INCORPORATED**  
**TO**                **(Own and manage 4000 units of residential apartments)**  
**1994**            **Assistant Controller**

Controlled daily operational activities of accounts payable, accounts receivable and payroll.

Supervised work of 5 accounting staff in general ledger, accounts payable, accounts receivable, payroll and bank reconciliation.

Assisted treasury department with their daily cash and investment management.

Installed and managed computerized network accounting system and computers at various sites.

Responsible for monthly financial reports to Federal agency.

Responsible for preparation of annual audit documents, financial & compliance reports and tax returns for S Corp, C Corp and trusts.

Prepared budgets and variance analysis.

Assisted senior management in financial planning & new venture evaluations.

## CORPORATE PROFILE

Evaluated adequacy of internal controls and accounting policy compliance.  
Controlled records of security portfolio in coordination with external money managers.

Implemented controls over company-wide insurance policies and activities.

**1989 Rosewood Development Corporation**

**TO (Real Estate Developers)**

**1991 Controller**

Supervised daily activities of the accounting department.

Installed computerized accounting system'

Introduced computerized property management system enabling effective method of tracking activities.

Introduced new financial and budget report formats.

Created financial models for tax planning.

Implemented operational efficiencies saving considerable expenses by energy conservation.

Assisted senior management with liability restructuring program and negotiating with vendors.

**1994 Consulting Assignment**

**Carruth Group of Companies (Construction, Executive Office and Not-for-Profit Foundation)**

Set up new company's partnerships.

**1987 Ziner and Company (CPA Partnership)**

**TO Semi-Senior Accountant**

**1989**

Assisted in audit planning.

Performed field work audits and supervised junior auditors.

Assisted MAS department with installation of computer system for clients.

Actively involved in creation of financial models for real estate syndications.

Improved computerized reporting of client's financial reports.

Created program on database to track hours of staff field work.

Created financial models to evaluate real estate investments and tax credits aimed at syndication.

Evaluate new software and computer network requirements.

### EDUCATION:

**1987 Masters Degree in Business Administration – University of Maine – GPA 3.63/4.0**



## CORPORATE PROFILE

### **1994 Degree in Accounting – Institute of Cost and Management Accountants – London**

Two more subjects to obtain COA certification – (Obtained credits on Practice & Theory)

### **COMPUTER SKILLS: (Hardware and Software**

Knowledge of Novell Netware 3.12, Microsoft windows and DOS environments. Extensive experience with MAS90, Solomon, Timberline, Platinum and One-write Plus Accounting Software,

### **Network and single user versions**

Lotus 123 for windows, Excel, Lotus 2.4; profound knowledge in creation of financial models.  
DBASE IV, Paradox, 4.5 Q&A. Good knowledge of programming language, and used it to write applications. Word Perfect & Microsoft Word.  
Harvard graphics, Power Point and other presentation programs.  
Carbon Copy, PC Anywhere, America Online and other communication software.  
Routinely diagnose hardware malfunctions and coordinate with computer technicians.

### **ACTIVITIES:**

Editor Graduate Students Office – University of Maine  
Graduate representative for the Graduate Board at University of Maine

**REFERENCES AVAILABLE UPON REQUEST**

## CORPORATE PROFILE

JUSTIN CRUZ  
One John Eliot Square  
Roxbury, MA 02119

**Business Phone: (617) 445-6901**

**Email: [ssiva@cruzcompanies.com](mailto:ssiva@cruzcompanies.com)**

### **SUMMARY OF QUALIFICATIONS**

- Coordination of a wide variety of services to assure resident satisfaction and the on-going viability of the development
- 10+ years in leadership management in Real Estate industry
- Strong in establishing and maintaining effective working relationships with customers
- Motivated sales Professional viability of the development
- Excellent verbal communication skills
- Prioritizes and perform assigned tasks in fast paced high volume environment
- Proficient in Yardi, Voyager, Microsoft Office products and Adobe

### **RELEVANT SKILLS AND EXPERIENCE**

#### **Leadership Management**

- Assist and assure implementation of all maintenance functions relating to the property including vacant unit preparation, preventative maintenance program, timely and efficient work order program
- Coordinate bids and proposals for completion of physical work in developments including monitoring of the same and oversee purchasing functions for the project
- Review, evaluate, and counsel employees of each property
- Works with Property Manager on rent collection, delinquency, and eviction procedures.
- Managed 19-25 established chain grocery store accounts in one of the busiest regions in San Francisco
- Supervised a team of over 25 carpenters, journeymen, drywall hangers, and general labor personnel
- Prepared construction budgets, purchasing, contracts, and scheduling
- Monitored and oversaw budget costs from start to occupancy

#### **Sales Professional**

- Introduced new products, promote improved distribution, and ensure in-store promotion results
- Built and developed trust and confidence of Retailers through knowledge of spirits and wine products, persuasive presentations, and overcoming objections
- Sales Representative of the Year 2010 SWS Southern Division nomination
- Team of The Year 2010 SWS Southern Division nomination for Team 42
- Four time Rising Star of the Month Winner
- Achieved new distribution of Three Spirit SKUs into two major accounts
- Achieved distribution and growth objectives for Southern Wine & Spirits portfolio of wine/spirits products within a specific geographic area and through effective account management of existing retail customers

## CORPORATE PROFILE

### EMPLOYMENT HISTORY

<b>Senior Property Manager</b>	Cruz Management Company, Boston, MA	Feb 2013 to Current
<b>Chain Territory Manager</b>	Southern Wine & Spirits, Union City, CA	Aug 2010 to July,2012
<b>Project Manager</b>	John B. Cruz Construction, INC, Boston, MA	May 1997 to Nov 2002

### EDUCATION

**Leadership Program**, New Era Trainings, Concord, CA 2012

**B.F.A, School of Visual Effects / Animation**, Academy of Arts, San Francisco, CA 2007

**B.S, Business Administration**, Northeastern University, Boston, MA1998

**6.a.iii: Description Of MA Lawsuits**

There have been no lawsuits against either the proposer or its principals in the past five years in the state of Massachusetts.

Narrative

Cruz Development Corporation, in conjunction with Freedom House, Inc., is proposing a unique and creative approach to redevelopment of the property on Warren Street. By combining the Warren Street property with abutting privately owned property, Cruz will implement a \$23,483,000 development program that meets the specific goals of the city and the neighborhood and is financially viable. Cruz Development Corp. will produce a mixed-use, mixed-income development that will greatly enhance the neighborhood and streetscape.

It is our proposal to build a 51 unit mixed-use, mixed-income building, to be named the **Dr. Michael E. Haynes Building**. The building will encompass approximately 85,000 square feet on Warren and Clifford Streets. The development will utilize the approximately 6,050 square feet that is the subject of the RFP plus the abutting property, located at 2-10 Clifford Street, being offered as the Mian Property. The residential component will consist of 4 one-bedroom, 45 two-bedroom and 2 three-bedroom units, providing workforce-oriented housing. The residential component will include 36 units available to residents earning less than 60% of the Boston Area-wide Median Income - \$56,460 for a family of 4 - (Low Income Housing Tax Credit eligible) and 15 units that will be rented to market rate tenants. The development plan includes commercial space on the ground floor that will occupy the same footprint as the current 280-290 Warren Street site. The commercial space will be occupied by The Cruz Companies, uniting all three Cruz companies - development, construction and management - under the same roof. The complex will be a four story structure consistent with many of the buildings found on Warren Street.

This proposal has many important and unique characteristics. Most significantly is the creation of office space for approximately 45 employees of Cruz Companies and the economic vitality that they will bring to the neighborhood. The Cruz Companies, founded by John B. Cruz, Jr., have been doing business in Boston and its minority neighborhoods since 1948. Many of these employees are Roxbury residents and this development will facilitate keeping and recycling their disposable income in the neighborhood. The multiplier effect of local purchases should bolster existing businesses and foster the creation of new neighborhood-based businesses to serve the needs of the companies, the employees and the new residents.

By including the Clifford Street property in this phase, Cruz Development maximizes the development potential of the city-owned parcels and enhances the redevelopment of Warren Street and the Dudley Square commercial and retail community. It also provides a substantial new anchor of housing and commercial development at a strategic location between Dudley Street and Blue Hill Avenue. The project provides structured on-site parking for employees and residents and will not additionally overburden the on-street parking.

Construction will be concrete block and plank construction with steel where needed. The exterior wall will be brick veneer with a mansard roof. Color, texture, size, shape, bays and window will be consistent with the architecture along Warren Street and the Dudley Square community.

The green building approach to construction will be a comprehensive approach that will consider the following and provide all that is needed to obtain a minimum U.S Green Building Council's LEED Silver rating (a LEED checklist is included in this proposal). Cruz is committed to

undertaking the rating procedure and has taken early steps to incorporate LEED standards in the design and construction. The features and processes include:

- Site orientation
- Site building materials to be recycled
- Storm water management
- Energy efficient building systems
- Natural ventilation
- Passive solar adaptability
- Relation to bus stop, stations, bike paths
- Neighborhood amenities
- Building envelope insulation to exceed energy star requirements
- Windows with Argon-Filler Glass and Low E coating
- Water conservation with low flow fixtures
- High efficiency boiler and efficient temperature controls
- Energy efficient lighting and appliances
- Durable materials used for landscape, paving, cabinets, door, hardware and flooring

In addition to LEED Silver Certification, Cruz is committed to building green and complying with Energy Star Homes Program and incorporating the city of Boston Green Designs and Healthy Homes Guidelines into the project. Urban Habitat Initiatives will be our consultant for ensuring a comprehensive approach in incorporating city of Boston Green Design Requirements.

Our project is compatible with the neighborhood and will be an enhancement to property values, the visual environment and the urban character of Warren Street.

## **6.b.ii: Proposed Time Schedule**

Cruz Development Company has provided a project schedule that clearly demonstrates a detailed understanding of the development process, especially involving the disposition of public agency property. This understanding is the result of many years of experience in development of real estate in the City of Boston.

As the schedule indicates, the construction of the mixed-use building will be complete within 24 months of conveyance of the real estate from the City to Cruz. Once the due diligence is completed and financing arranged the property can be conveyed to Cruz. At that point, construction will start and will be completed within 15-16 months.





Note: Assumes designation on Nov 1, 2014  
 per RFP Appendix 5

DEVELOPMENT ACTIVITIES	Apr-16 M-18	May-16 M-19	Jun-16 M-20	Jul-16 M-21	Aug-16 M-22	Sep-16 M-23	Oct-16 M-24	Nov-16 M-25	Dec-16 M-26	Jan-17 M-27	Feb-17 M-28	Mar-17 M-29	Apr-17 M-30	May-17 M-31	Jun-17 M-32	Jul-17 M-33
<b>Site Control</b>																
City Parcels - Prepare and Submit Response to RFP																
City Parcels - Tentative Designation by City of Boston																
City Parcels - Negotiate Disposition Agreement																
City Parcels - Close on Real Estate	X															
Private Parcel - P&S - Complete	X															
Private Parcel - Closing																
<b>Permits &amp; Approvals</b>																
<b>Environmental Remediation</b>																
<b>Financing</b>																
City of Boston/DND																
DHCD Affordable Housing																
Private Financing																
Financing Commitments																
Pre-closing Due Diligence	X															
Closing	X															
<b>Design</b>																
Initial Conceptual Design - Done																
Initial "Green" Aspects - Done																
Schematic Plans																
Design Development & Final "Green" - Silver LEED																
Construction Documents																
<b>Contractor Selection/Construction Pricing</b>																
Preliminary Identification of Subcontractors																
Preliminary Pricing																
Final Pricing	X															
<b>Construction</b>																
Order to Proceed		X														
Commence Construction		X														
Foundation & Site Work			X													
Shell				X												
Construction 50% Complete						X										
Interior										X						
Fit-up & Finishes											X					
Residential - Construction Complete												X				X

# Section 3 SOURCES AND USES OF FUNDS

6.0.1:  
Operational Plan

Sources of Funds						
<b>Private Equity:</b>						
81 . Developer's Cash Equity		\$520				
82 . Tax Credit Equity (net amount) <small>(See line 360, Section 5, page 18.)</small>		\$5,669,525				
83 . Developer's Fee/Overhead, Contributed or Loaned		\$596,601	25.00%			
84 . Other Source: Mass LIHTC		\$8,030,000				
	Total Equity	\$13,699,525				
<b>Public Equity:</b>						
85 . HOME Funds, as Grant		\$0				
86 . Grant:		\$0				
87 . Grant:		\$0				
88 . Total Public Equity		\$0				
<i>Optional user calculations</i>						
	MassLIHTC	\$ 2,200,000.00				
		5.00				
		\$ 0.73				
		8,030,000				
	Funding (Gap)/Surpl	(0)				
<b>Subordinate Debt (see definition):</b>						
	<i>Amount</i>	<i>Rate</i>	<i>Amortiz.</i>	<i>Term</i>		
89 . Home Funds-DHCD, as Subordinate Debt	\$1,000,000	%	yrs.	yrs.		
Source: DHCD - HOME						
90 . Home Funds-Local, as Subordinate Debt	\$1,000,000	%	yrs.	yrs.		
Source: DHCD - AHT						
91 . Subordinate Debt	\$900,000	%	yrs.	yrs.		
Source: CITY OF BOSTON - NHT						
92 . Subordinate Debt	\$900,000	%	yrs.	yrs.		
Source: DHCD - HSF						
93 . Subordinate Debt	\$750,000	%	yrs.	yrs.		
Source: BOSTON - Market Rate Buydown						
94 . Total Subordinate Debt	\$4,550,000					
<b>Permanent Debt (Senior):</b>						
	<i>Amount</i>	<i>Rate</i>	<i>Override</i>	<i>Amortiz.</i>	<i>Term</i>	<i>MIP</i>
95 . MHFA	\$	%	%	yrs.	yrs.	%
Source: MHFA Program 1						
96 . MHFA	\$	%	%	yrs.	yrs.	%
Source: MHFA Program 2						
97 . MHP Fund Permanent Loan	\$	%		yrs.	yrs.	%
98 . Other Permanent Senior Mortgage	\$4,596,592	4.45%		30.00	30.00	0.000%
Source: First Mortgage Lender						
99 . Other Permanent Senior Mortgage	\$	%		yrs.	yrs.	%
Source:						
100 . Total Permanent Senior Debt	\$4,596,592			DSCR:	1.162669789	
101 . Total Permanent Sources	\$23,443,238					
<b>Construction Period Financing:</b>						
	<i>Amount</i>	<i>Rate</i>	<i>Term</i>			
102 . Construction Loan	\$19,166,932	2.37%	24.0			
Source: Bank						
Repaid at: Permanent Closing	(event)					
103 . Other Interim Loan	\$0	%	mos.			
Source:						
Repaid at:	(event)					
104 . Syndication Bridge Loan	\$0	%	mos.			
Source:						
Repaid at:	(event)					

**Uses of Funds**

The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.

**Direct Construction:**

105 . Who prepared the estimates?

106 . Basis for estimates?

DV	Trade Item	Amount	Description
107 .	3 Concrete	\$1,150,000	Conc. Fndn, slab, precast plank, precast topping
108 .	4 Masonry	\$1,150,000	Load bearing CMU, brick veneer exterior wall
109 .	5 Metals	\$210,000	Structural steel, metal pan stairs
110 .	6 Rough Carpentry	\$150,000	Treated wood blocking, rough framing
111 .	6 Finish Carpentry	\$250,000	Interior trim, handrails
112 .	7 Waterproofing	\$100,000	Waterproofing of fndn and exterior walls
113 .	7 Insulation	\$150,000	Batts insulation at exterior wall
114 .	7 Roofing	\$150,000	EPDM roofing
115 .	7 Sheet Metal and Flashing	\$25,000	Metal flashing
116 .	7 Exterior Siding	\$450,000	Exterior cladding @ upper floor
117 .	8 Doors	\$325,000	HM doors and frames, wood doors
118 .	8 Windows	\$325,000	Fiberglass windows
119 .	8 Glass	\$150,000	Storefront entrances, glass and glazing
120 .	9 Lath & Plaster	\$0	
121 .	9 Drywall	\$1,350,000	Metal stud framing, drywall
122 .	9 Tile Work	\$73,000	Ceramic tile at bathrooms
123 .	9 Acoustical	\$90,000	Acoustic tile ceiling and suspended grid system at corridors
124 .	9 Wood Flooring	\$190,000	Wood flooring at Living Rooms
125 .	9 Resilient Flooring	\$225,000	VCT at common areas, kitchens, rubber treads at stairs
126 .	9 Carpet	\$190,000	Carpet at bedrooms
127 .	9 Paint & Decorating	\$345,000	Interior and exterior painting
128 .	10 Specialties	\$50,000	Toilet accessories, vinyl coated shelving, mailboxes
129 .	11 Special Equipment	\$0	
130 .	11 Cabinets	\$305,000	Kitchen cabinets & countertops
131 .	11 Appliances	\$105,000	Kitchen appliances
132 .	12 Blinds & Shades	\$45,000	Windows shades
133 .	13 Modular/Manufactured	\$0	
134 .	13 Special Construction	\$0	
135 .	14 Elevators or Conveying Syst.	\$325,000	Elevator
136 .	15 Plumbing & Hot Water	\$910,000	Plumbing system
137 .	15 Heat & Ventilation	\$910,000	Heating system
138 .	15 Air Conditioning	\$0	
139 .	15 Fire Protection	\$422,000	Sprinkler system
140 .	16 Electrical	\$945,000	Electrical system
141 .	Accessory Buildings	\$0	
142 .	Other/misc	\$0	
143 .	<b>Subtotal Structural</b>	<b>\$11,065,000</b>	
144 .	2 Earth Work	\$1,000,000	Excavation and backfill,
145 .	2 Site Utilities	\$115,000	Water service, fire line sewer and drainage system
146 .	2 Roads & Walks	\$95,000	Conc. Walks and bituminous paving
147 .	2 Site Improvement	\$40,000	Fencing and benches
148 .	2 Lawns & Planting	\$35,000	Loaming and seeding, trees and shrubs
149 .	2 Geotechnical Conditions	\$0	
150 .	2 Environmental Remediation	\$0	
151 .	2 Demolition	\$252,723	Demolition of existing structure.
152 .	2 Unusual Site Cond	\$0	
153 .	<b>Subtotal Site Work</b>	<b>\$1,537,723</b>	
154 .	<b>Total Improvements</b>	<b>\$12,602,723</b>	
155 .	1 General Conditions	\$756,163	6.00%
156 .	<b>Subtotal</b>	<b>\$13,358,886</b>	
157 .	1 Builders Overhead	\$267,178	2.000%
158 .	1 Builders Profit	\$953,824	7.0000%
159 .	<b>TOTAL</b>	<b>\$14,579,888</b>	

160 Total Cost/square foot:  Residential Cost/s.f.:

**Development Budget:**

City Parcels: \$297,300.00      2-10 Clifford St.: \$1,350,000.00      1,647,300

	Total	Residential	Commercial	Comments
161 . Acquisition: Land	\$285,000	\$285,000		
162 . Acquisition: Building	\$1,362,300	\$1,362,300		
163 . <b>Acquisition Subtotal</b>	\$1,647,300	\$1,647,300	\$0	
164 . Direct Construction Budget	\$14,579,888	\$13,063,580	\$1,516,308	(from line 159)
165 . Construction Contingency	\$1,457,986	\$1,306,358	\$151,628	10.0% of construction
166 . <b>Subtotal: Construction</b>	\$16,037,874	\$14,369,938	\$1,667,936	

**General Development Costs:**

167 . Architecture & Engineering	\$874,358	\$874,358		Includes civil engineer - \$150,000
168 . Survey and Permits	\$201,558	\$201,558		
169 . Clerk of the Works	\$75,000	\$75,000		
170 . Environmental Engineer	\$50,000	\$50,000		
171 . Bond Premium	\$134,514	\$134,514		
172 . Legal	\$300,000	\$300,000		
173 . Title and Recording	\$223,000	\$223,000		
174 . Accounting & Cost Cert.	\$75,000	\$75,000		
175 . Marketing and Rent Up	\$50,000	\$50,000		
176 . Real Estate Taxes	\$28,000	\$28,000		
177 . Insurance	\$30,000	\$30,000		
178 . Relocation	\$0	\$0		
179 . Appraisal	\$15,000	\$15,000		
180 . Security	\$30,000	\$30,000		
181 . Construction Loan Interest	\$596,198	\$596,198		
182 . Inspecting Engineer	\$25,500	\$25,500		
183 . Fees to: Cons. Lend	\$134,463	\$134,463		
184 . Fees to: DHCD	\$85,000	\$85,000		
185 . MIP	\$0	\$0		
186 . Credit Enhancement Fees	\$0	\$0		
187 . Letter of Credit Fees	\$0	\$0		
188 . Other Financing Fees	\$0	\$0		
189 . Development Consultant	\$0	\$0		
190 . Other:	\$0	\$0		
191 . Other:	\$0	\$0		
192 . Soft Cost Contingency	\$50,000	\$50,000		1.7% of soft costs
193 . <b>Subtotal: Gen. Dev.</b>	\$2,977,591	\$2,977,591	\$0	

194 . <b>Subtotal: Acquis., Const and Gen. Dev.</b>	\$20,662,765	\$18,994,829	\$1,667,936	
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195 . Capitalized Reserves	\$394,069	\$394,069		Operating Reserve, Replacement Reserve, Debt Service
196 . Developer Overhead	\$1,193,202	\$1,193,202		
197 . Developer Fee	\$1,193,202	\$1,193,202		

198 . <b>Total Development Cost</b>	\$23,443,238	\$21,775,302	\$1,667,936	<b>TDC per unit</b> \$459,671
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199 . <b>TDC, Net</b>	\$22,452,568	\$20,855,116	\$1,597,452	<b>TDC, Net per unit</b> \$440,246
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Development Surplus/(Deficit) (\$0)

Dr. Michael E. Haynes Building

Application Date: 11-6-14

#VALUE!

**Additional Detail on Development Pro-Forma:**

200 .	Gross Syndication Investment		
<b>Off-Budget Costs:</b>			
<b>Syndication Costs:</b>			
201 .	Syndication Legal		
202 .	Syndication Fees		
203 .	Syndication Consultants		
204 .	Bridge Financing Costs		
205 .	Investor Servicing (capitalized)		
206 .	Other Syndication Expenses		
207 .	Total Syndication Expense		\$0
208 .	Current Reserve Balance		
<b>Reserves (capitalized):</b>			
209 .	Development Reserves		
210 .	Initial Rent-Up Reserves		
211 .	Operating Reserves		\$262,228
212 .	Net Worth Account    Debt Service Reserve		\$122,741
213 .	Other Capitalized Reserves                      Replacement Reserve		\$9,100
214 .	Subtotal: Capitalized Reserves		\$394,069
215 .	Letter of Credit Requirements		
216 .	Total of the Above		\$394,069

**Check: Line 214 is the same as line 195.**

<i>Please Answer The Following</i>	Dev. Reserves	Initial Rent-Up	Op. Reserves	Net Worth	Other	Letter of Credit
Who requires the reserves?						
Who administers the reserves?						
When and how are they used?			To support potential loss of revenue		To support potential loss of revenue	
Under what circumstances can they be released?			None		None	

**Unit Sales (For Sale Projects Only):**

217 .	Gross Sales From Units		\$
218 .	Cost of Sales (Commissions, etc.)		\$
219 .	Net Receipt from Sales		\$0

**Debt Service Requirements:**

220 .	Minimum Debt Service Coverage		1.1
221 .	Is this Project subject to HUD Subsidy Layering Review?		No

*Optional user comments*

## Section 4 OPERATING PRO-FORMA

Operating Income				
<b>Rent Schedule:</b>	<i>Contract Rent</i>	<i>Utility Allowance</i>	<i>Total Gross Rent</i>	<i>No. of Units</i>
222 . Low-Income (Rental Assisted):				
0 bedroom	\$0	\$0	\$0	0
1 bedroom	\$483	\$35	\$518	1
2 bedrooms	\$578	\$45	\$623	4
3 bedrooms	\$0	\$0	\$0	0
4 bedrooms	\$0	\$0	\$0	0
5 bedrooms	\$0	\$0	\$0	0
223 . Low-Income (below 50%):				
0 bedroom	\$0	\$0	\$0	0
1 bedroom	\$0	\$0	\$0	0
2 bedrooms	\$0	\$0	\$0	0
3 bedrooms	\$0	\$0	\$0	0
4 bedrooms	\$0	\$0	\$0	0
5 bedrooms	\$0	\$0	\$0	0
224 . Low-Income (below 60%):				
0 bedroom	\$0	\$0	\$0	0
1 bedroom	\$1,066	\$35	\$1,101	2
2 bedrooms	\$1,276	\$45	\$1,321	27
3 bedrooms	\$1,467	\$59	\$1,526	2
4 bedrooms	\$0	\$0	\$0	0
5 bedrooms	\$0	\$0	\$0	0
225 . Other Income (User-defined)				
0 bedroom			\$0	0
1 bedroom			\$0	0
2 bedrooms			\$0	0
3 bedrooms			\$0	0
4 bedrooms			\$0	0
5 bedrooms			\$0	0
226 . Market Rate (unrestricted occupancy):				
0 bedroom				0
1 bedroom	\$1,415			1
2 bedrooms	\$1,625			14
3 bedrooms				0
4 bedrooms				0
5 bedrooms				0
<b>Commercial Income:</b>				
227 . Square Feet:	9,684	@ (average)	\$15.00 /square foot =	\$145,260
<b>Parking Income:</b>				
228 . Spaces:	39	@ (average)	/month x 12 =	\$0

Dr. Michael E. Haynes Building

Application Date: 11-6-14

#VALUE!

**Other Operating Income Assumptions:**

229 . Laundry Income (annual): \$ -

230 . Other Income:a.	
b.	
c.	
d.	
e.	
f.	

*Optional user calculations*


**Vacancy Allowance:**

231 . Low-Income (Rental Assistance)	5.0%
232 . Low-Income (below 50%)	
233 . Low-Income (below 60%)	6.0%
234 . Other Income (User-defined)	
235 . Market Rate	6.0%
236 . Commercial	5.0%

**Trending Assumptions for Rents:**

	Year 2	Year 3	Years 4-5	Years 6-20
237 . Low-Income (Rental Assistance)	2.0%	2.0%	2.0%	2.0%
238 . Low-Income (below 50%)	2.0%	2.0%	2.0%	2.0%
239 . Low-Income (below 60%)	2.0%	2.0%	2.0%	2.0%
240 . Other Income (User-defined)	%	%	%	%
241 . Market Rate	2.0%	2.0%	2.0%	2.0%
242 . Commercial Space Rental	0.0%	0.0%	0.0%	2.0%
243 . Laundry Income	2.0%	2.0%	2.0%	2.0%
244 a Other Income	-	%	%	%
b Other Income	-	%	%	%
c Other Income	-	%	%	%
d Other Income	-	%	%	%
e Other Income	-	%	%	%
f Other Income	-	%	%	%

**Operating Subsidy and Capitalized Operating Reserves:**

245 . Subsidy Source I .....

246 . Subsidy Source II .....

247 . Capitalized Operating Reserve Amount:  \$      Source:

248 . Yearly Draws on Subsidies and Reserves:

	<i>Subsidy Source I</i>	<i>Subsidy Source II</i>	<i>Draw on Oper. Reserve</i>
Year 1	\$	\$	\$
Year 2	\$	\$	\$
Year 3	\$	\$	\$
Year 4	\$	\$	\$
Year 5	\$	\$	\$
Year 6	\$	\$	\$
Year 7	\$	\$	\$
Year 8	\$	\$	\$
Year 9	\$	\$	\$
Year 10	\$	\$	\$
Year 11	\$	\$	\$
Year 12	\$	\$	\$
Year 13	\$	\$	\$
Year 14	\$	\$	\$
Year 15	\$	\$	\$
Year 16	\$	\$	\$
Year 17	\$	\$	\$
Year 18	\$	\$	\$
Year 19	\$	\$	\$
Year 20	\$	\$	\$
Year 21	\$	\$	\$

249 . Annual Operating Income (year 1) \$888,204

Operating Expenses				
Annual Operating Exp.:	Total	Residential	Commercial	Comments
250 . Management Fee	\$44,410	\$37,147	\$7,263	5%
251 . Payroll, Administrative	\$40,000	\$40,000	\$0	
252 . Payroll Taxes & Benefits, Admin.	\$12,000	\$12,000	\$0	0.3
253 . Legal	\$5,000	\$5,000	\$0	
254 . Audit	\$5,000	\$5,000	\$0	
255 . Marketing	\$5,600	\$5,600	\$0	
256 . Telephone	\$3,600	\$3,600	\$0	
257 . Office Supplies	\$2,400	\$2,400	\$0	
258 . Accounting & Data Processing	\$0	\$0	\$0	
259 . Investor Servicing	\$10,000	\$10,000	\$0	Asset Management
260 . DHCD Monitoring Fee	\$3,000	\$3,000	\$0	
261 . Other: - Misc Admin	\$1,600	\$1,600	\$0	
262 . Other:	\$5,000	\$5,000	\$0	
263 . <b>Subtotal: Administrative</b>	\$93,200	\$93,200	\$0	
264 . Payroll, Maintenance	\$45,000	\$45,000	\$0	
265 . Payroll Taxes & Benefits, Admin.	\$13,500	\$13,500	\$0	0.3
266 . Janitorial Materials	\$5,000	\$5,000	\$0	
267 . Landscaping	\$3,000	\$3,000	\$0	
268 . Decorating (inter. only)	\$4,000	\$4,000	\$0	
269 . Repairs (inter. & ext.)	\$9,000	\$9,000	\$0	
270 . Elevator Maintenance	\$9,600	\$9,600	\$0	
271 . Trash Removal	\$9,000	\$9,000	\$0	
272 . Snow Removal	\$8,000	\$8,000	\$0	
273 . Extermination	\$3,600	\$3,600	\$0	
274 . Recreation	\$0	\$0	\$0	
275 . Other:	\$6,000	\$6,000	\$0	
276 . <b>Subtotal: Maintenance</b>	\$115,700	\$115,700	\$0	
277 . <b>Resident Services</b>	\$15,000	\$15,000		
278 . <b>Security</b>	\$18,000	\$18,000	\$0	
279 . Electricity	\$35,000	\$35,000	\$0	
280 . Natural Gas	\$70,000	\$70,000	\$0	
281 . Oil	\$0	\$0	\$0	
282 . Water & Sewer	\$51,000	\$51,000	\$0	
283 . <b>Subtotal: Utilities</b>	\$156,000	\$156,000	\$0	
284 . <b>Replacement Reserve</b>	\$17,850	\$17,850		350
285 . <b>Operating Reserve</b>	\$0			
286 . Real Estate Taxes	\$75,000	\$75,000	\$0	
287 . Other Taxes	\$0	\$0	\$0	
288 . Insurance	\$30,000	\$30,000	\$0	
289 . MIP	\$0	\$0		
290 . Other:	\$0	\$0	\$0	
291 . <b>Subtotal:Taxes, Insurance</b>	\$105,000	\$105,000	\$0	
292 . <b>TOTAL EXPENSES</b>	\$565,160	\$557,897	\$7,263	



**Other Operating Expense Assumptions**

**Trending Assumptions for Expenses**

	Year 2	Year 3	Years 4-5	Years 6-20
293 . Sewer & Water .....	3.0%	3.0%	3.0%	3.0%
294 . Real Estate Taxes .....	2.5%	2.5%	2.5%	2.5%
295 . All Other Operating Expenses .....	3.0%	3.0%	3.0%	3.0%

**Reserve Requirements:**

296 . Replacement Reserve Requirement	\$350.00	per unit per year
297 . Operating Reserve Requirement	\$0.00	per unit per year

**Debt Service:**

		Annual Payment
298 . MHFA	MHFA Program 1	N/A
299 . MHFA	MHFA Program 2	N/A
300 . MHP Fund Permanent Loan		N/A
301 . Other Permanent Senior Mortgage		\$277,847
Source:	N/A	
302 . Other Permanent Senior Mortgage		N/A
Source:	N/A	
303 . <b>Total Debt Service (Annual)</b>		\$277,847
304 . <b>Net Operating Income</b>	\$323,044	(in year one)
305 . <b>Debt Service Coverage</b>	1.16	(in year one)

**Affordability: Income Limits and Maximum Allowable Rents**

306 . County  MSA

This MSA does not match the county you have chosen

307 . **Maximum Allowed Rents, by Income, by Unit Size:**

Income Limits last updated on

	Maximum Income			Maximum Rent (calculated from HUD income data)		
	50%	60%	0%	50%	60%	0%
0 bedroom	\$34,250	\$41,100	\$0	\$856	\$1,028	\$0
1 bedroom	\$36,700	\$44,000	\$0	\$918	\$1,100	\$0
2 bedrooms	\$44,000	\$52,800	\$0	\$1,100	\$1,320	\$0
3 bedrooms	\$50,850	\$61,050	\$0	\$1,271	\$1,526	\$0
4 bedrooms	\$56,700	\$68,050	\$0	\$1,418	\$1,701	\$0
5 bedrooms	\$62,600	\$75,100	\$0	\$1,565	\$1,878	\$0
Area median income for a family of	\$97,800					

308 . **H.U.D. "Fair Market Rents" (Maximum):**

0 bedroom	\$1,099
1 bedroom	\$1,166
2 bedrooms	\$1,369
3 bedrooms	\$1,637
4 bedrooms	\$1,799
5 bedrooms	\$2,069

FMR Information last updated on

Operations before this transaction:				Operations after:			
Type	Number	Current Rent	Annualized Income	Number	Future Rents	Market Rent GPR	
309 . 0 bedroom	0	0	0	0	0	0	0
310 . 1 bedroom	4	0	0	4	0	0	0
311 . 2 bedrooms	45	0	0	45	0	0	0
312 . 3 bedrooms	2	0	0	2	0	0	0
313 . 4 bedrooms	0	0	0	0	0	0	0
314 . 5 bedrooms	0	0	0	0	0	0	0
315 . <b>Gross Potential Rental Income</b>			0				0
316 . Vacancy		0%	0	Vacancy	6%		-47,529
317 . Other Income			0	Other Income			137,997
318 . Effective Gross Income			0	Effective Gross Income			90,468
<b>Operating Expenses</b>			<b>Year</b>	<b>Reason</b>	<b>% Change</b>	<b>Year</b>	
319 . Management fee			0				44,410
320 . Administration			0				93,200
321 . Maintance/Operations			0				115,700
322 . Resident Services			0				15,000
323 . Security			0				18,000
324 . Utilities			0				156,000
325 . Replacement Reserve			0				17,850
326 . Operating Reserve			0				0
327 . Real Esate Taxes			0				75,000
328 . Insurance			0				30,000
329 . <b>Total Expenses</b>			0				565,160
330 . <b>Net Operating Income</b>			0	<b>Net Operating Income</b>			-474,692
331 . <b>Transaction Description:</b>							
<i>Optional user calculations</i>							

# 21-Year Operating Proforma (Years 1-5)

NOTE: Do not fill out this section. It is automatically filled in by program.

Calendar Year:	Year 1 2015	Year 2 2016	Year 3 2017	Year 4 2018	Year 5 2019
<b>INCOME:</b>					
Low-Income, Rental Assisted	\$33,540	\$34,211	\$34,895	\$35,593	\$36,305
Low-Income, Below 50%	0	0	0	0	0
Low-Income, Below 60%	474,216	483,700	493,374	503,242	513,307
Other Income (User-defined)	0	0	0	0	0
Market Rate	289,980	295,780	301,695	307,729	313,884
<i>Gross Potential Income</i>	797,736	813,691	829,965	846,564	863,495
Less vacancy	47,529	48,479	49,449	50,438	51,447
<i>Effective Gross Residential Income</i>	750,207	765,211	780,516	796,126	812,048
Commercial (includes parking)	145,260	145,260	145,260	145,260	145,260
Less vacancy	7,263	7,263	7,263	7,263	7,263
Net Commercial Income	137,997	137,997	137,997	137,997	137,997
<i>Effective Rental Income</i>	888,204	903,208	918,513	934,123	950,045
Other Income: Laundry	0	0	0	0	0
Other Income: 0	0	0	0	0	0
Other Income: 0	0	0	0	0	0
Other Income: 0	0	0	0	0	0
Other Income: 0	0	0	0	0	0
Other Income: 0	0	0	0	0	0
Other Income: 0	0	0	0	0	0
<i>Total Gross Income</i>	888,204	903,208	918,513	934,123	950,045
Operating Subsidies	0	0	0	0	0
Draw on Operating Reserves	0	0	0	0	0
<i>Total Effective Income</i>	\$888,204	\$903,208	\$918,513	\$934,123	\$950,045
<b>EXPENSES:</b>					
Management Fee	44,410	45,160	45,926	46,706	47,502
Administrative	93,200	95,996	98,876	101,842	104,897
Maintenance	115,700	119,171	122,746	126,429	130,221
Resident Services	15,000	15,450	15,914	16,391	16,883
Security	18,000	18,540	19,096	19,669	20,259
Electrical	35,000	36,050	37,132	38,245	39,393
Natural Gas	70,000	72,100	74,263	76,491	78,786
Oil (heat)	0	0	0	0	0
Water & Sewer	51,000	52,530	54,106	55,729	57,401
Replacement Reserve	17,850	18,386	18,937	19,505	20,090
Operating Reserve	0	0	0	0	0
Real Estate Taxes	75,000	76,875	78,797	80,767	82,786
Other Taxes	0	0	0	0	0
Insurance	30,000	30,900	31,827	32,782	33,765
MIP	0	0	0	0	0
Other:	0	0	0	0	0
<i>Total Operating Expenses</i>	\$565,160	\$581,158	\$597,619	\$614,556	\$631,984
<b>NET OPERATING INCOME</b>	\$323,044	\$322,050	\$320,894	\$319,567	\$318,062
Debt Service	\$277,847	\$277,847	\$277,847	\$277,847	\$277,847
Debt Service Coverage	1.16	1.16	1.15	1.15	1.14
Project Cash Flow	\$45,197	\$44,204	\$43,047	\$41,720	\$40,215
Required Debt Coverage	\$305,631	\$305,631	\$305,631	\$305,631	\$305,631
(Gap)/Surplus for Cov.	\$17,413	\$16,419	\$15,263	\$13,935	\$12,430

## 21-Year Operating Proforma (Years 6-10)

**NOTE: Do not fill out this section. It is automatically filled in by program.**

Calendar Year:	Year 6 2020	Year 7 2021	Year 8 2022	Year 9 2023	Year 10 2024
<b>INCOME:</b>					
Low-Income, Rental Assisted	\$37,031	\$37,771	\$38,527	\$39,297	\$40,083
Low-Income, Below 50%	0	0	0	0	0
Low-Income, Below 60%	523,573	534,044	544,725	555,620	566,732
Other Income (User-defined)	0	0	0	0	0
Market Rate	320,161	326,565	333,096	339,758	346,553
<i>Gross Potential Income</i>	880,765	898,380	916,348	934,675	953,368
Less vacancy	52,476	53,525	54,596	55,688	56,801
<i>Effective Gross Residential Income</i>	828,289	844,855	861,752	878,987	896,567
Commercial Income	148,165	151,129	154,151	157,234	160,379
Less vacancy	7,408	7,556	7,708	7,862	8,019
Net Commercial Income	140,757	143,572	146,444	149,372	152,360
<i>Effective Rental Income</i>	969,046	988,427	1,008,196	1,028,360	1,048,927
Laundry Income	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
<i>Total Gross Income</i>	969,046	988,427	1,008,196	1,028,360	1,048,927
Operating Subsidies	0	0	0	0	0
Draw on Operating Reserves	0	0	0	0	0
<i>Total Effective Income</i>	\$969,046	\$988,427	\$1,008,196	\$1,028,360	\$1,048,927
<b>EXPENSES:</b>					
Management Fee	48,452	49,421	50,410	51,418	52,446
Administrative	108,044	111,286	114,624	118,063	121,605
Maintenance	134,128	138,152	142,296	146,565	150,962
Resident Services	17,389	17,911	18,448	19,002	19,572
Security	20,867	21,493	22,138	22,802	23,486
Electrical	40,575	41,792	43,046	44,337	45,667
Natural Gas	81,149	83,584	86,091	88,674	91,334
Oil (heat)	0	0	0	0	0
Water & Sewer	59,123	60,897	62,724	64,605	66,543
Replacement Reserve	20,693	21,314	21,953	22,612	23,290
Operating Reserve	0	0	0	0	0
Real Estate Taxes	84,856	86,977	89,151	91,380	93,665
Other Taxes	0	0	0	0	0
Insurance	34,778	35,822	36,896	38,003	39,143
MIP	0	0	0	0	0
Other:	0	0	0	0	0
<i>Total Operating Expenses</i>	\$650,054	\$668,647	\$687,777	\$707,461	\$727,714
<b>NET OPERATING INCOME</b>	\$318,992	\$319,780	\$320,418	\$320,899	\$321,213
Debt Service	\$277,847	\$277,847	\$277,847	\$277,847	\$277,847
<i>Debt Service Coverage</i>	1.15	1.15	1.15	1.15	1.16
Project Cash Flow	\$41,145	\$41,933	\$42,572	\$43,052	\$43,366
Required Debt Coverage	\$305,631	\$305,631	\$305,631	\$305,631	\$305,631
(Gap)/Surplus for Cov.	\$13,361	\$14,149	\$14,787	\$15,267	\$15,582

# 21-Year Operating Proforma (Years 11-15)

NOTE: Do not fill out this section. It is automatically filled in by program.

Calendar Year:	Year 11 2025	Year 12 2026	Year 13 2027	Year 14 2028	Year 15 2029
<b>INCOME:</b>					
Low-Income, Rental Assisted	\$40,885	\$41,703	\$42,537	\$43,388	\$44,255
Low-Income, Below 50%	0	0	0	0	0
Low-Income, Below 60%	578,067	589,628	601,421	613,449	625,718
Other Income (User-defined)	0	0	0	0	0
Market Rate	353,484	360,554	367,765	375,120	382,622
<i>Gross Potential Income</i>	972,436	991,884	1,011,722	1,031,957	1,052,596
Less vacancy	57,937	59,096	60,278	61,484	62,713
<i>Effective Gross Residential Income</i>	914,498	932,788	951,444	970,473	989,883
Commercial (includes parking)	163,586	166,858	170,195	173,599	177,071
Less vacancy	8,179	8,343	8,510	8,680	8,854
Net Commercial Income	155,407	158,515	161,685	164,919	168,218
<i>Effective Rental Income</i>	1,069,905	1,091,304	1,113,130	1,135,392	1,158,100
Other Income: Laundry	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
<i>Total Gross Income</i>	1,069,905	1,091,304	1,113,130	1,135,392	1,158,100
Operating Subsidies	0	0	0	0	0
Draw on Operating Reserves	0	0	0	0	0
<i>Total Effective Income</i>	\$1,069,905	\$1,091,304	\$1,113,130	\$1,135,392	\$1,158,100
<b>EXPENSES:</b>					
Management Fee	53,495	54,565	55,656	56,770	57,905
Administrative	125,253	129,011	132,881	136,867	140,973
Maintenance	155,491	160,156	164,961	169,909	175,007
Resident Services	20,159	20,764	21,386	22,028	22,689
Security	24,190	24,916	25,664	26,434	27,227
Electrical	47,037	48,448	49,902	51,399	52,941
Natural Gas	94,074	96,896	99,803	102,797	105,881
Oil (heat)	0	0	0	0	0
Water & Sewer	68,540	70,596	72,714	74,895	77,142
Replacement Reserve	23,989	24,709	25,450	26,213	27,000
Operating Reserve	0	0	0	0	0
Real Estate Taxes	96,006	98,406	100,867	103,388	105,973
Other Taxes	0	0	0	0	0
Insurance	40,317	41,527	42,773	44,056	45,378
MIP	0	0	0	0	0
Other:	0	0	0	0	0
<i>Total Operating Expenses</i>	\$748,552	\$769,994	\$792,056	\$814,757	\$838,115
<b>NET OPERATING INCOME</b>	\$321,353	\$321,310	\$321,074	\$320,635	\$319,985
Debt Service	\$277,847	\$277,847	\$277,847	\$277,847	\$277,847
Debt Service Coverage	1.16	1.16	1.16	1.15	1.15
Project Cash Flow	\$43,506	\$43,463	\$43,227	\$42,789	\$42,138
Required Debt Coverage (Gap)/Surplus for Cov.	\$305,631	\$305,631	\$305,631	\$305,631	\$305,631
	\$15,722	\$15,678	\$15,442	\$15,004	\$14,354

# 21-Year Operating Proforma (Years 16-21)

NOTE: Do not fill out this section. It is automatically filled in by program.

Calendar Year:	Year 16 2030	Year 17 2031	Year 18 2032	Year 19 2033	Year 20 2034	Year 21 2035
<b>INCOME:</b>						
Low-Income, Rent. Astd.	\$45,140	\$46,043	\$46,964	\$47,903	\$48,861	\$49,839
Low-Income, Below 50%	0	0	0	0	0	0
Low-Income, Below 60%	638,232	650,997	664,017	677,297	690,843	704,660
Other Income (User-defin	0	0	0	0	0	0
Market Rate	390,275	398,080	406,042	414,163	422,446	430,895
<i>Gross Potential Income</i>	1,073,648	1,095,121	1,117,023	1,139,363	1,162,151	1,185,394
Less vacancy	63,967	65,247	66,552	67,883	69,240	70,625
<i>Eff. Gross Res. Income</i>	1,009,680	1,029,874	1,050,471	1,071,481	1,092,910	1,114,768
Commercial Income	180,613	184,225	187,909	191,667	195,501	199,411
Less vacancy	9,031	9,211	9,395	9,583	9,775	9,971
Net Commercial Income	171,582	175,014	178,514	182,084	185,726	189,440
<i>Effective Rental Income</i>	1,181,262	1,204,887	1,228,985	1,253,565	1,278,636	1,304,209
Other Income: Laundry	0	0	0	0	0	0
Other	0	0	0	0	0	0
Other	0	0	0	0	0	0
Other	0	0	0	0	0	0
Other	0	0	0	0	0	0
Other	0	0	0	0	0	0
Other	0	0	0	0	0	0
<i>Total Gross Income</i>	1,181,262	1,204,887	1,228,985	1,253,565	1,278,636	1,304,209
Operating Subsidies	0	0	0	0	0	0
Draw on Operating Res.	0	0	0	0	0	0
<i>Total Effective Income</i>	\$1,181,262	\$1,204,887	\$1,228,985	\$1,253,565	\$1,278,636	\$1,304,209
<b>EXPENSES:</b>						
Management Fee	59,063	60,244	61,449	62,678	63,932	65,210
Administrative	145,203	149,559	154,045	158,667	163,427	168,330
Maintenance	180,257	185,665	191,234	196,972	202,881	208,967
Resident Services	23,370	24,071	24,793	25,536	26,303	27,092
Security	28,043	28,885	29,751	30,644	31,563	32,510
Electrical	54,529	56,165	57,850	59,585	61,373	63,214
Natural Gas	109,058	112,329	115,699	119,170	122,745	126,428
Oil (heat)	0	0	0	0	0	0
Water & Sewer	79,456	81,840	84,295	86,824	89,429	92,112
Replacement Reserve	27,810	28,644	29,503	30,388	31,300	32,239
Operating Reserve	0	0	0	0	0	0
Real Estate Taxes	108,622	111,338	114,121	116,974	119,899	122,896
Other Taxes	0	0	0	0	0	0
Insurance	46,739	48,141	49,585	51,073	52,605	54,183
MIP	0	0	0	0	0	0
Other:	0	0	0	0	0	0
<i>Total Operating Expenses</i>	\$862,149	\$886,880	\$912,327	\$938,512	\$965,456	\$993,181
<b>NET OPER. INC.</b>	\$319,113	\$318,007	\$316,658	\$315,053	\$313,180	\$311,028
Debt Service	\$277,847	\$277,847	\$277,847	\$277,847	\$277,847	\$277,847
<i>Debt Service Coverage</i>	1.15	1.14	1.14	1.13	1.13	1.12
Project Cash Flow	\$41,266	\$40,160	\$38,811	\$37,206	\$35,333	\$33,181
Required Debt Coverage	\$305,631	\$305,631	\$305,631	\$305,631	\$305,631	\$305,631
(Gap)/Surplus for Cov.	\$13,481	\$12,376	\$11,026	\$9,421	\$7,549	\$5,397

# Boston Capital

November 3, 2014

Mr. Armond McCoy  
Cruz Development Corp  
One John Eliot Square  
Roxbury, Massachusetts 02119

RE: Warren Clifford Apartments  
Roxbury, Massachusetts

Dear Armond:

Boston Capital ("BC") is pleased to submit an offer to purchase the federal and state low income housing tax credits, which will be allocated to the above referenced property located at 280-290 Warren Street, Suffolk County, Massachusetts 02119, should the project be successful in receiving tax credits. The offer is subject to the terms and conditions outlined herein and changes in market conditions. Based on an annual federal LIHTC allocation of \$591,167 and annual state LIHTC allocation of \$2,200,000, capital contributions to the limited partnership would total \$13,699,525. \$5,669,525 will be funded from federal tax credits at a price of \$0.96, payable as follows:

\$1,133,905 (20%) upon the latest to occur of (i) tax credit reservation, (ii) closing of the construction financing, (iii) receipt of a commitment acceptable to BC for the permanent financing or (iv) admission of BC;

\$2,834,763 (50%) upon the latest to occur of (i) Completion Date, (ii) Cost Certification or (iii) January 1, 2017

\$1,417,381 (25%) upon the latest to occur of (i) Initial 100% Occupancy, (ii) closing of any applicable permanent financing or (iii) July 1, 2017; and

\$283,476 (5%) upon the latest to occur of (i) Rental Achievement, (ii) State Designation or (iii) October 1, 2017.

The remaining \$8,030,000 will be funded from the sale of Massachusetts state tax credits at a price of \$0.73, payable as follows:

\$8,030,000 (100%) upon the latest to occur of (i) Initial 100% Occupancy, (ii) closing of any applicable permanent financing or (iii) July 1, 2017.

- The purchase of the Massachusetts state tax credits may require the sale of the credits to a third party to then be loaned into the partnership. Final structure will depend on investor counsel's tax review.
- Current underwriting terms require a minimum of six months of projected operating expenses plus six months of secured debt services funded into an operating reserve. Replacement reserves in a minimum amount of \$300 per unit per year trending annually at 3% will be required.
- BC or its affiliate shall receive a guaranteed annual fee in the amount of \$4,000 payable from cash flow after payment of all required debt service.

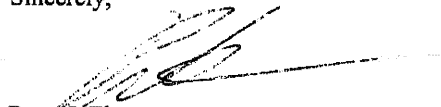
This offer is subject to the receipt and satisfactory review by BC, in its sole discretion, of the following documents. Upon review, BC will either issue a comprehensive syndication agreement for countersignature or withdraw this offer.

Mr. Armond McCoy  
November 3, 2014  
Page 2

1. Project Description
2. Construction/Development Cost Breakdown & Operating Pro-Forma
3. Construction Schedule
4. Qualified Lease-Up Schedule
5. Tax Credit Reservation
6. Construction Loan Financing Proposal (Note, Loan Agreement, & Mortgage, if closed)
7. Permanent Loan Financing Proposal (Note, Loan Agreement, & Mortgage, if closed)
8. General Partner Resume
9. General Partner, Guarantor, and Affiliate current Financial Statements
10. Market Study

Please feel free to call me at (617) 624-8625, if you have any questions. We very much look forward to the opportunity to assist you with this tax credit development and to hearing from you.

Sincerely,



Peter J. Flynn  
Vice President, Acquisitions





265 Franklin Street  
Boston, MA 02110-3120

November 5, 2014

Dan Cruz  
Cruz Development Corp.  
One John Eliot Square  
Roxbury, MA 02119

Dear Dan:

Thank you for the opportunity to present this term sheet to assist you and in creating 51 units of mixed-income housing and 6,000sf of retail space at 2-10 Clifford Street and at 280-290 Warren Street in Roxbury (the "Project"). Eastern Bank has provided construction, permanent, and bridge financing to support dozens of mixed-income housing projects throughout the Boston area, including several projects previously developed by Cruz, and we welcome this opportunity to work with you again.

Your proposal contemplates up to \$7,600,000 tax-exempt construction/bridge financing, and up to \$19,166,932 in tax-exempt construction-to-permanent financing within a proposed development budget of approximately \$23.2 million. Eastern Bank would be interested in providing this financing, contingent on (1) verification of purchase commitments for Low Income Housing Tax Credits, (2) approval of all other public funding sources needed to fulfill the project budget, and (3) completion of necessary due diligence, including an independent appraisal that establishes a maximum Loan-to-Value ratio of 75%, review of financial projections that establish a minimum "stabilized" debt service coverage ratio of 1.10x, and preparation of loan documents satisfactory to the Bank. Approval will be subject to receipt and review of Project financial projections and budgets, underwriting, and subsequent review and approval by the Bank's Credit Committee.

In terms of loan structure, we believe we will be able to offer the following:

- (1) A 24-month fixed-rate, interest only construction/bridge loan at a rate equal to the tax-exempt equivalent of the 2-year Federal Home Loan Bank of Boston Classic Advance Rate plus 240 basis points (currently 2.37%). The loan will be used to bridge the receipt of syndication proceeds at an advance rate of 90% of undisbursed state and federal Low Income Housing Tax Credits, and 80% of committed but undisbursed public subsidies and private grants;
- (2) A 17-year construction-to-permanent loan, including a 24-month interest-only construction phase and a 15-year permanent, amortizing phase with monthly payments based on a 30-year amortization period. The rate will be fixed during the construction phase at the tax-exempt equivalent of the 2-year Federal Home Loan Bank of Boston Classic Advance Rate plus 240 basis points (currently 2.37%), and fixed during the permanent phase (this rate will also be fixed at closing) at the tax-exempt equivalent of the 15-year Federal Home Loan Bank of Boston Classic Advance Rate plus 255 basis points (currently 4.45%).

In either case, the Bank will collect a commitment fee equal to ½% of the proposed combined loan amounts. Collateral will consist of (1) a first mortgage lien on the Project; (2) a collateral assignment of leases, rents, plans, specs, and project entitlements to same; and (3) collateral assignments of investor capital contributions from all tax credit sources. The Borrower will be responsible for the cost of an independent appraisal (estimated at \$7,500), as well as the cost of a preconstruction

inspection (estimated at \$1,000) and ongoing monthly inspection reports during construction (estimated at \$850-\$1,000 per report).

I am pleased to present this Letter of Interest for your review, and look forward to working with you and your team to bring this exciting project to fruition. Please be advised that this letter is not a commitment to lend, but is contingent on completion of underwriting and final approval by the Bank's Credit Committee.

If you should have any question, please do not hesitate to contact me at (617) 295-0624.

Kind Regards,

A handwritten signature in black ink, appearing to read "C. Scoville", written in a cursive style.

Christopher W. Scoville  
Vice President  
Community Development Relationship Manager

**CRUZ DEVELOPMENT CORPORATION**  
**Roxbury, MA**

The Cruz Companies (Cruz) began with the establishment of the John B. Cruz Construction Company in 1948 in Boston, Massachusetts. Now a third-generation firm, Cruz has been in continuous operation for over 60 years. Cruz has grown to be one of the oldest and largest minority-owned and operated development, construction, management and relocation firms in the United States. It has continuously served a diverse client base, which includes the Federal, State and private sectors. Today, Cruz has a successful history of projects throughout the Northeast including residential housing complexes, industrial and commercial structures, as well as an airfield project.

Cruz, currently staffed by more than 80 employees, has evolved to include a full range of real estate services that includes development, management, relocation and construction. However, the Cruz organization continues as a family-owned and managed business providing clients with an unmatched degree of personal commitment and pride in completing our project assignments. All of the Cruz firms are staffed by full-time technically educated and experienced personnel. Our commitment to the Minority Business Enterprise participation goal is unmatched.

Over the past 60 years, John B. Cruz Construction, the construction contractor for this project, has achieved an average of 60% MBE/WBE and 60% minority workers on our construction projects. We also strive to hire Boston residents and female workers on all of our Boston jobs. During our most recent Boston construction project, which was in excess of \$9 million, we hired 58.8% Boston resident, 74.2% minority workers and 4.5% female workers. Cruz has also developed a directory of M/WBE businesses, most of which employ/hire Boston residents. Cruz will draw from this directory in bidding work for professional services, subcontracts and vendor services utilized for this project.

For this project, Cruz Development will commit to utilizing M/WBE firms for a minimum of 50% of both soft and hard cost funds. Our general contractor has also committed to hiring 50% Boston residents, 50% minority workers and 10% female workers. We will additionally commit to a goal of hiring 50% of workers from the greater Roxbury Community.

Cruz Development Corporation and its general partner affiliates has over thirty-five years of real estate experience, and has always attempted to create developments that upgrade the communities in which they are located, as well as provide sufficient economic viability to survive in the long term. Since the completion of our first development project in 1973, a 38-unit Section 236 development, Cruz has developed over 1600 units. The aggregate total development cost is \$150,000,000. We have highlighted below several projects that demonstrate the diversity of the Cruz Development Corporation.

- **Prang Estates (1994):** This 33-unit affordable housing development is located in Roxbury, Massachusetts. The project consists of two substantially rehabilitated historic structures and a newly constructed addition completed at a development cost of nearly \$4.5 million. Armed with archival research from historic preservation consultants, Cruz Development Corporation confronted the challenge of restoring the Prang House, formally the home of Louis Prang, the noted art publisher who developed the process of chrome lithography, to its original appearance. Cruz preserved the 1867 historically significant structure in conjunction with the rehabilitation of a second structure, as well as a new construction project on the same site. For its efforts, the Cruz Companies was awarded a "1994 Pillars of the Industry Award".

- **Maple Commons Apartments (1996):** Cruz Development was successful in obtaining both local and state funding to proceed with this redevelopment. This project involved the rehabilitation and reuse of three fire-damaged buildings on separate sites located in the midst of residential neighborhoods. Each building underwent extensive substantial rehabilitation, which included gutting the interior walls and systems and constructing 41 new rental units. More than half of the units are two-bedroom units and the balance of the units have one or three bedrooms. Financing for this project included tax credit equity, city and state HOME funds and permanent financing from the Massachusetts Housing Partnership Fund. TDC: \$6.2 million.
- **Orchard Gardens (1997):** The Cruz Companies were selected by the Boston Housing Authority to develop, construct and manage 115 units of newly constructed, mixed-income rental housing in two phases. Known as the Orchard Gardens development, it includes the redevelopment of over eighty parcels of will have residents at a variety of income levels, achieving economic integration in the form of mixed-income housing. Eighty-five per cent of the units are restricted in perpetuity for lower income residents, at or below sixty per cent of the area median income, currently living in other public housing developments, or on the PHA's waiting list. At initial occupancy, residents were selected from various income tiers to insure an equitable income mix. The remainder of the units is set aside for market rate residents. The Off-Site development is financed with HOPE VI funds provided by the Boston Housing Authority and Low Income Housing Tax Credits awarded to Cruz by the Commonwealth of Massachusetts. Due to the unavailability of the total amount of tax credits needed to fully fund the project in one funding cycle, Orchard Park Off-Site (OPOS) is being developed in two phases. TDC: \$13.5 million.
- **BCN Properties (1999):** Initiated the renovation of multiple properties in the City of Boston creating 53 affordable housing units. The thirty-eight unit property on Bower Street was developed with the Section 8 Moderate Rehabilitation program. Its section 8 contract had expired and was on one-year renewals. Systems and structure had seen extensive use by large families over the past fifteen years. More than 10 per cent of the units were uninhabitable due to severe structural problems resulting from original, faulty construction. The remaining thirty-four units were occupied. To minimize the impact of relocation, a two-phase construction schedule was developed requiring off-site moves for only one third of the residents. The Centre Street and Nazing Street properties contain a total of fifteen units that have been vacant and uninhabitable for many years. They are adjacent to properties that were renovated by Cruz Development in a prior rehabilitation project and after substantial, gut rehabilitation will further stabilize their neighborhoods. The financing package for this project combined equity raised through the Low Income Housing Tax Credit program, state and local HOME funds, and private-sector mortgage financing through the Massachusetts Housing Partnership Fund. TDC: \$6.6 million.
- **Harvard Co-Operative Housing (2005)** Cruz Development Corporation was selected by the Boston State Hospital Citizen's Advisory Committee and designated by the Commonwealth of Massachusetts to develop an eighteen-acre parcel on the site of the former Boston State Hospital, the largest, vacant tract of land in the City of Boston. The redevelopment of the entire hospital site is the subject of a Master Plan, developed by the Commonwealth, which includes a diverse mix of housing, economic development and open space. Harvard Co-Op is a forty-five unit cooperative housing development on approximately 5-acres of this site. Targeting households seeking long-term ownership, individual residents will potentially own shares of the development at the end of 15-year tax credit compliance period. A Public Works Economic Development (PWED) grant of \$1.8 million has been awarded to the Harvard Commons project to finance the design and construction of streets, utilities and other infrastructure for this development, as well as the first phase of the Harvard Commons Residences described below.

TDC: \$12 million.

- **Harvard Commons Residences (2005-Present):** This is a 54-unit homebuyer development to be constructed and sold in two phases. The first phase broke ground in 2005 and will consist of 26 homes and the second phase will have 28 homes. Both phases will offer fee-simple ownership of a variety of three-bedroom or four-bedroom, single-family homes built on lots of approximately 6,000 square feet. Each of the homes will have a driveway and an attached garage, with additional off-street parking provided. These two-story buildings will be constructed with full basements, which can be used as storage or for future conversion to recreation space. Amenities will also include central air conditioning, hardwood floors, bay windows, front porches and rear decks. A higher grade of finishes will be used throughout. This project will include the construction of the remaining infrastructure to service the remaining 28 residences, clubhouse and recreation areas. As of this submittal, 24 homes have been constructed and sold. The selling price of these homes range from \$420,000 to 590,000. Total infrastructure costs: approx. \$4.4 million.
- **Wayne Apartments (2012-Present):** The 349 units in this scattered site development are located in the Roxbury, Dorchester and Mattapan neighborhoods of Boston. This property is currently undergoing a moderate rehabilitation in four phases, two of which are 100% complete and a third phase which was issued a notice to proceed in November 2014. All phases combined require temporary or permanent relocation of approximately 320 households. The total TDC is estimated at \$110 million.

Cruz Development has also participated as joint venture partners in the development of 1800 additional units in the following developments:

- **Harbor Point** – rehabilitation and new construction of the former Columbia Point public housing development
- **Mission Main** – a HOPE VI project involving the redevelopment of a Boston public housing site

### REFERENCES

Boston State Hospital Citizens Advisory Committee (CAC): Beverly Johnson, CAC Consultant  
Address: 202 West Selden St., Suite 2, Mattapan, MA 02126  
Phone: 617-522-7003  
Email: [bjohnson@bevcoassociates.comcastbiz.net](mailto:bjohnson@bevcoassociates.comcastbiz.net)

Mass Development: Anthony Fracasso, Senior Vice President  
Address: 160 Federal St., 7<sup>th</sup> Floor  
Phone: 617-330-2024  
Email: [fracasso@MassDevelopment.com](mailto:fracasso@MassDevelopment.com)

Eastern Bank: Christopher Scoville, Vice President for Commercial Lending  
Address: 265 Franklin St., Boston 02110  
Phone: 617-295-0624  
Email: [c.scoville@easternbank.com](mailto:c.scoville@easternbank.com)

**6.e.i: Permits/Licenses**

There are no business permits required for the commercial and residential activities to be conducted via the development plan proposed by Cruz Development.

John B. Cruz III, however, is a licensed builder in the City of Boston. He holds ABC License No. B18902; the expiration date is July 1, 2015. The construction phase of the development will be done under the authority of his license.

## 6.f.i: Subcontractors or Partnerships

The Developer is committed to working with the City and neighborhood to establish a process for the inclusion of community objectives as part of the development. The Developer has entered into private agreements with two neighborhood/community groups.

Freedom House, Inc., a prominent community-based non-profit, will be admitted to the real estate ownership entity as a special limited partner, sharing in the financial benefits (10% of development profit and annual cash flow) of the project. This ensures that there is a community ownership interest in the project.

An additional community benefit is the partnership that has been formed with YouthBuild Boston. Cruz Construction Co., Inc. has entered into a Memorandum of Agreement with YouthBuild Boston that will require that each of the major trade subcontractors include at least one trainee on the job. That will result in at least 10 YouthBuild trainees involved in the construction process.

Following please find a description of Freedom House.



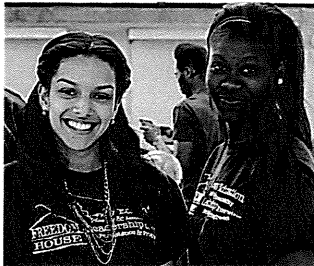
WWW.FREEDOMHOUSE.COM

5 CRAWFORD STREET | DORCHESTER, MA 02121 | PHONE: 617.445.3700 | FAX: 617.442.6201

**WHAT IS FREEDOM HOUSE?** Founded in 1949 by Boston social workers Muriel and Otto Snowden, Freedom House is a catalyst for promoting equality and access to quality education for people residing in lower-income communities and communities of color throughout Boston. Sixty-five years of experience in preparing inner city youth for higher education has culminated in the development of our PUSH programs, an embedded high school and college model that increases students' college-going identity, helps students navigate the college application process, increases civic awareness, and increases their ability to transition to and complete college with confidence and success.

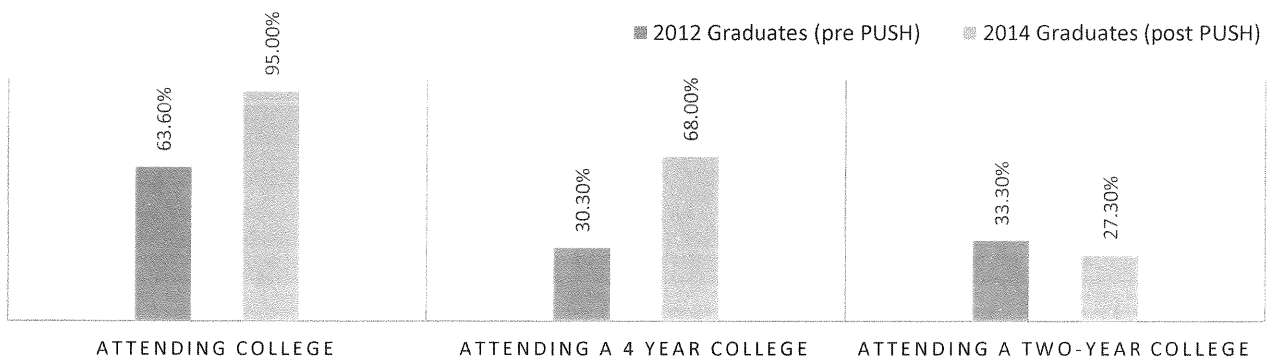
**HOW WE WORK.** Freedom House's work in the Dorchester/Roxbury community reflects the symbiotic relationship between community and individual success. We use a coaching model that helps lower-income, minority, and first-generation students to access and succeed in college. Our civic approach gives students real-world experience and leadership skills that result in both student and community success.

Freedom House removes barriers to educational success and opportunity by providing one-on-one and group coaching to students, creating college-level learning opportunities, and offering intense college preparation during the summer. Freedom House places college coaches within high schools and colleges to foster a strong academic environment and create a college-going identity. We encourage community empowerment through our community and civic education programs. Our summer programs prevent learning loss and prepare students for the rigors of a college career.



Freedom House serves a diverse, low-income community in the Grove Hall neighborhood. In order to address student's college-going needs, Freedom House developed PUSH (Preparing Urban Students for Success in Higher Education). Our high school program serves students at the Snowden International High School and Jeremiah Burke High School, as well as opportunity youth from Boston Public Schools. Our college program serves students from Boston Public Schools attending UMASS Boston, Bunker Hill Community College, Ben Franklin Institute of Technology, and Roxbury Community College.

**WHAT IS THE IMPACT OF PUSH?** While our PUSH High School program is in its infancy, the results thus far are noteworthy. Our PUSH High School program is just finishing the first full year at Snowden International, a Boston Public High School, and we are already seeing a massive increase, not only in the number of students attending college, but the number of students attending four year institutions (a key





indicator of success and completion in college).

## HOW DO OUR COLLEGE STUDENTS PERFORM?

# 77%

### PERSISTENCE RATE

of PUSH college students at UMASS Boston; 17-22% higher than their peers

# 10%

### DEAN'S LIST STUDENTS

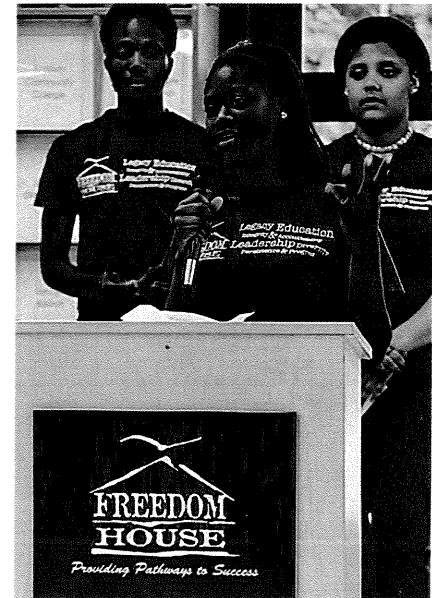
PUSH students not only persist, they succeed

# 2.8<sup>+</sup>

### PUSH COLLEGE GPA

**WHAT IS GLOBAL COMMUNIVERSITY?** A program that provides *community-based* opportunities for students and families that promotes College **Access**, College **Affordability**, and the **Acceleration** of College Graduation. Freedom House achieves this through critical community partnerships that include formalized memorandums of understanding, cost sharing and a shared accountability for outcomes and results.

Over the past year Freedom House intensely engaged local and national partners including UMass Boston, University Now, Urban College, Boston Private Industry Council and The Timothy Smith Network through its Global Classroom and CommUniversity programs. A key discovery of that work revealed an overlap and a duplication of purpose within the programs, which resulted in the combining of the programs to form Freedom House's Global CommUniversity.



## HOW DOES COMMUNIVERSITY WORK?

- ★ **Concepts of Communities** provides a theoretical and contextual understanding of communities
- ★ **Concepts of Social Justice** provides a theoretical and conceptual framework for examining the core values of social and economic justice, and its meaning in the context of public and community service
- ★ **Diversity and Cultural Competency** explores the elements of diversity in communities including diversity in values, ideas and perspectives, and the interpersonal competencies required to work with communities
- ★ **Media and Society** provides a framework for understanding how media frames community discourse
- ★ **Civic Engagement** addresses the individual in community decision-making and empowerment strategies for social change and provides students an opportunity to participate in civic engagement activities



This proposal for the re-development of 280-290 & ES Warren Street addresses the goals and intent of the RFP as well as DND's *Residential Design Standards*. Cruz Development's proposal provides for the re-development of the city-owned properties and includes the additional property located at 10 Clifford Street. This development will be Phase I of a potential 2-phase development.

By including the Clifford Street property in this phase, Cruz Development maximizes the development potential of the city-owned parcels and enhances the redevelopment of Warren Street and the Dudley Square commercial and retail community. It also provides a substantial new anchor of housing and commercial development at a strategic location between Dudley Street and Blue Hill Avenue. The team hopes to acquire additional, adjacent property and develop a future Phase II which is shown, but not included, as part of this current proposal. We strongly believe that the Phase II development would further enhance the development goals. However, the Phase I development plan can be implemented without the acquisition of any other additional properties.

This project consists of developing a minimum of 8,150 square feet for the sole use of the Cruz Companies offices. The residential portion of the project provides for 4 one-bedroom, 45 two-bedroom, and 2 three-bedroom units with associated spaces for a total of 51 units. The design responds to the site configuration and is reflective of the adjacent buildings and community in relationship to size, height, scale and character. There are three floors of housing over the ground floor commercial and parking over a partial basement containing 6,200 square feet of residential, recreational, mechanical and storage space.

Construction will be concrete block and plank construction with steel where needed. The exterior wall will be brick veneer with a mansard roof. Color, texture, size, shape, bays and windows will be consistent with the architecture along Warren Street and the Dudley Square community.

The green building approach to construction will be a comprehensive approach that will consider the following and provide all that is need to obtain a minimum silver rating.

- Site orientation
- Site building materials to be recycle, storm water management
- Energy Efficient Systems
- Natural Ventilation
- Passive Solar
- Relation to bus stop, stations, bike paths
- Neighborhood Amenities
- Building envelope insulation to exceed energy star requirements.
- Windows with Argon-Filler Glass and Low E coating
- Water Conservation with Low Flow Fixtures
- Energy Efficient boiler and efficient controls
- Energy efficient lighting, appliances
- Durable material used for landscape, paving, cabinets, door, hardware and flooring
- Solar-ready rooftop construction and components for installation of solar panels
- Rooftop gardens (Phase II building)

The project is committed to building green and complying with Energy Star Homes Program and the city of Boston Green Designs and Healthy Homes Guidelines will be incorporated into the project. Urban Habitat Initiatives will be our consultant for ensuring a comprehensive approach in incorporating city of Boston Green Design Requirements.

Our project is compatible with the neighborhood and will be an enhancement to property value, the visual environment and the urban character of Warren Street. We look forward to working with DND and the BRA in completing the design and development of this important and strategic site.

### Narrative

Cruz Development is committed to achieving LEED for Homes Midrise Silver-certifiable standards for the 280-290 Warren Street development. Cruz Development has engaged Urban Habitat Initiatives Inc. to provide green consulting services for the project. The LEED for Homes Midrise Checklist is attached in this section. As shown on the Checklist, the project qualifies for a downward adjustment of 6 points due to unit sizes, which makes 54 points the minimum for Silver. The team is targeting a minimum score of 57 points. As part of the LEED-certifiable design and development process, the project will participate in the Energy Star for New Homes program and will bring energy modeling capacity on to the team as design plans are refined and finalized.

The preliminary plans call for the project to be PV- and Solar Thermal-ready. During the design development process the team will investigate the feasibility of incorporating these renewable energy elements in the construction. Descriptions of how the team intends to meet the LEED prerequisites and achieve the Silver level follow.

#### **Innovation and Design:**

**Y: 1**

##### *Prerequisites:*

ID1.1 The team has done a preliminary review to determine that the project can be certifiable at the Silver level

ID1.2 The team will include energy modeling capacity, either through technical assistance provided through the Energy Star for New Homes program or by engaging an energy modeler to participate in the design development process.

ID2.1 The team will conduct a durability review and develop strategies to address identified concerns

ID2.2 The team will develop a plan to monitor concerns and strategies identified in the durability review during design finalization and construction

##### *Optional Criteria:*

ID1.4 During the design development process the team will hold two half-day integrated design meetings to ensure that plans and specifications are coordinated and achieve the stated green goals

[Note that three points are available for third-party review of durability checklist and plan, but requirements are somewhat challenging and hard to do without formally participating in the LEED program]

#### **Location and Linkages:**

**Y: 9**

##### *Prerequisites (none)*

##### *Optional Criteria:*

LL2 The project site meets all of the requirements

LL3.2 The project site is infill development

LL4 The project site is located within existing infrastructure grids

LL5.3 The project site offers Outstanding community resources

LL6 The project site is less than ½ mile from Franklin Park

**Sustainable Sites**

**Y: 14**

*Prerequisites*

- SS1 Plans and specs will call for erosion control during construction
- SS2.1 No invasive plants will be included in the landscaping

*Optional Criteria:*

- SS2.2 The project will meet all basic landscaping design requirements
- SS3.2 The project will either use high-albedo roofing materials for the entire roof or will combine high-albedo roofing with green roof areas.
- SS4.1 The project will incorporate on-site stormwater retention
- SS4.3 Civil engineering will include a design for on-site stormwater retention
- SS6.3 The plans call for effective density of 82.3 units per acre
- SS7.1 The site benefits from excellent public transit service
- SS7.2 The plans will include secure parking for at least 30 bicycles
- SS7.3 The plans will not include more parking than required by zoning and the development will agree to designate up to two parking spaces for a car-sharing service such as Zipcar.

**Water Efficiency**

**Y: 6**

*Prerequisites: Score a minimum of 3 points*

*Optional Criteria:*

- WE3.1 The plans will specify WaterSense qualified toilets
- WE3.2 The plans will specify WaterSense qualified lavatory aerators and 1.75 gpm showerheads
- WE3.3 The plans will specify Energy Star qualified dishwashers

**Energy & Atmosphere**

**Y: 12**

*Prerequisites*

- EA1.1 Plans will meet minimum energy performance requirements
- EA1.2 Participation in Energy Star Homes program will include testing and verification
- EA11.1 Plans and specs will require refrigerant charge test

*Optional Criteria:*

- EA1.3 The team will target energy performance 25% better than ASHRAE 90.1-2007

**Materials & Resources**

**Y: 6.5**

*Prerequisites: Score a minimum of 2 points*

- MR1.1 Framing Waste Factor will be limited to 10%
- MR2.1 FSC Certified Tropical Wood Notices will be required to be given to all lumber suppliers
- MR3.1 Construction Waste and landfill diversion rates will be monitored

*Optional Criteria:*

- MR1.2 Plans and specs will have detailed framing documents
- MR1.4 Framing will use open-web floor trusses

- MR2.2 Environmentally preferable and low-emission products will be selected
- MR3.2 Plans and specs will require a minimum waste diversion rate of 75%

**Indoor Environmental Quality**

**Y: 8**

*Prerequisites:*

- IQ2 Plans and specs will incorporate basic combustion venting requirements
- IQ4.1 Plans and specs will incorporate ASHRAE 62.2 requirements
- IQ5.1 Plans and specs will incorporate basic local exhaust requirements
- IQ6.1 Design engineer will provide room by room load calcs for heating, cooling
- IQ10.1 No HVAC equipment will be located in the garage
- IQ12.1 Plans and specs will detail compartmentalization of units

*Optional Criteria:*

- IQ4.2 Plans will include energy recovery in the ventilation systems  
[NOTE this can be for central/corridor and/or unit
- IQ4.3 Energy Star Homes program participation will include third party testing
- IQ5.3 Energy Star Homes program participation will include third party testing
- IQ8.1 Plans and specs will require indoor contaminant control during construction
- IQ10.2 Plans and specs will isolate garage areas and provide for air sealing
- IQ11 The development will be designated as a non-smoking facility

**Awareness and Education**

**Y:1**

*Prerequisites:*

- AE1.1 The team will develop and provide operations manuals and resident education materials

*Optional Criteria:*

- AE2 The team will provide building operator training and education

NOTE TO THE TEAM:

Recommended criteria to consider committing to for additional points, in my order of priority:

***Current YES Score: 57.5***

***Minimum needed: 54***

- IQ9.1 Radon-resistant construction. Technically not required because Suffolk County is low-risk on the EPA maps but most projects are incorporating it. Cheap to do upfront, expensive to do if ever required. (1 point)
- IQ6.2 Radiator controls for each radiator/room (1 point)
- IQ8.3 Preoccupancy Flush (1 point)
- MR2.2 Additional product and materials points (3 more suggested, though no particular products recommended)

## **CRUZ MANAGEMENT COMPANY, INC.**

### **MANAGEMENT PLAN**

#### **Profile of the Management Agent**

The Agent is presently managing 15 affordable and market rate housing sites, comprised of 1,056 units. Additionally, we manage the commercial office space currently occupied by the corporate offices of the Cruz Companies. The personnel responsible for the property will report directly to the Property Manager. The owner of Cruz Management Company, Inc., Mr. John B. Cruz III has an ongoing commitment to improve the lives, properties in the neighborhoods of their residents. With the company motto of CRUZ CARES, Cruz Management Company, Inc. maintains a reputation of professionalism and partnership.

#### **Level of Agent Participation**

The Property Manager will have full responsibility for day-to-day operational matters, under the normal reporting procedures and direction of the Senior Property Manager. He/she will consult with the Owner only to inform him of any unusual situations and then report on the action taken.

The Property Manager will have complete decision-making responsibility of the property within the scope of the Management Agreement and approved project budget.

It is not the intent of the owner to provide social services; however, the Agent will maintain a list of area social service agencies for the purpose of referring residents in need of such assistance.

The Agent reserves the right to set policy and handle technical details associated with processing documents. The Agent has been contracted to handle day-to-day operations; i.e., execute such policy, collect rents, perform maintenance, and coordinate move-ins and move-outs in accordance with the Fair Housing Marketing Plan (FHMP) approved by the Boston Fair Housing Commission.

All expenses related to the Project are to be paid out of the rental account. The fee to the managing agent is stipulated in the Management Agreement, and the only expenses to be paid from this account are those related to the management company operations.

The level of communication between the Owner and the Agent will be on a weekly basis at a minimum.

Performance and daily situation updates as required for property upkeep and performance. All payables are processed back to the owner for approval and countersignatures.

Monthly financial reports are to be compiled and completed for review by the Owner's financial department, as well as at jointly attended, monthly meetings to review occupancy and other criteria.

Both the Owner and Agent's authority is limited by language presented in their respective 'Agreements' and provisions outlined. Furthermore, each party is bound to comply with the applicable Federal, State, and Local laws as outlined and included, and not limited to the following:

Mass State Regulations 760 CMR 27

M.G.L. c. 272 ss 92A, 98, and

98A American with disabilities Act

Section 504 of the Rehabilitation Act of 1973

Title VI of the Civil Rights Act of 1964

HUD Housing Management guide 4350.3

Federal Uniform Relocation  
Regulations 49 CFR 24

Mass General Law Chapter  
79A Relocation Assistance

Fair Housing Act

M.G.L. c. 151B

M.G.L. c. 111 ss 199A Federal Privacy Act 1974

Limited English Proficiency

Violence Against Women Act

The Owner and the Agent will adhere to all relevant procedures, rules, and regulations as they may apply to the daily operations of the property under current and future updated laws.

### **Personnel Policy**

- a) All hiring of personnel is in conformance with equal opportunity requirements in compliance with The Agent's Affirmative Action Plan.
- b) The Project staff will consist of the following part-time personnel: Property Manager, assistant Property Manager, maintenance and janitorial personnel.

### **Duties of the Property Manager**

The Property Manager interviews all prospective residents and qualifies



them as to program specific requirements and eligibility for occupancy, following the FHMP. The Property Manager and assistant Property Manager are responsible for the orientation of new residents to their apartments and the community, perform all certifications and re-certifications required for all funding sources, collect rents, initiate legal action when necessary, oversee and assign work to the maintenance and cleaning personnel, and supervise all other office and field activities. In addition, the Property Manager and assistant manager hold resident/management meetings on at least a quarterly basis, issue purchase orders, contact vendors or contractors, obtain bids, submit monthly property reports and building inspections, and make all necessary efforts to maintain maximum occupancy and income.

#### **Fund Program Requirements**

This property has received financing from The Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD") pursuant to Housing Stabilization and Investment Trust Fund (HSITF), Affordable Housing Trust (AHT) and City and State HOME Programs. In performing the services required hereunder, the Agent will comply with all applicable requirements of the Funding Programs, including without limitation (i) those requirements relating to the marketing and leasing of units as set forth in the Affordable Housing Restriction granted to DHCD, MassHousing, and the City of Boston in connection with this project, and (ii) all record-keeping and reporting requirements required by the HSITF, AHT and City and State HOME Programs. The Owner and the Agent each agree to give written notice to DHCD, MassHousing, and the City of Boston of the termination or of any material amendment to this Agreement.

#### **Duties of Maintenance Mechanic**

The Maintenance Mechanic is responsible for all maintenance requests called into the office by the residents. He/she arranges for cleaning, painting, etc., of vacant units and performs all preventive maintenance on a regularly scheduled basis in accordance with the attached Preventive Maintenance Procedures. In addition to the duties listed above, the maintenance mechanic oversees rubbish removal by private or city contractors, orders supplies and equipment as needed, after consultation with the Property Manager, and oversees and supervises all work performed by the janitorial staff.

#### **Duties of Janitor**

The janitorial staff is to clean all hallways, entryways, stairs, vacant apartments and public areas. Other responsibilities include the care of the lawn and other outside areas, including removal of snow from the walkways.

**Employee Benefits**

Benefits include single and family medical coverage, dental and life insurance, disability insurance, sick pay and vacation time per the Agent's Employee Manual. In addition, employees are eligible to participate in the company's 401K Plan after one (1) year of employment. There is a 90-day probationary review period for all new staff.

**Employee Grievance Procedures**

Grievances are handled through confidential and informal personal discussions with the Director of Management. All discussions are documented and employees with grievances receive written documentation outlining the grievance, as well as the resolution, for his/her own record. We expect that all grievances can be amicably settled at the Director of Management level. When deemed necessary, an employment attorney will be consulted and may be present at these discussions.

**Employee Termination Procedures**

Employment is entered into voluntarily and the employee is free to resign at will, at any time, with or without cause. Similarly, the Agent may terminate the employment relationship at will, at any time, with or without notice or cause, so long as there is no violation of federal or state law.

**Tenant Eligibility**

The Property Manager has the responsibility for determination of tenant eligibility and certification per the AFHMP, and in accordance with all financing sources for the Project. For tenants occupying units designated as "HOME units", the manager must use HUD's "Technical Guide to Determining Income and Allowances for the HOME Program."

The Area Manager or the Director of Management reviews decisions. A ninety-day advance notice on leases facing expiration is provided to insure that the recertification process is performed on a timely basis.

The Property Manager is also trained to perform his/her duties as to U.S. Housing and Urban Development requirements covering family size and composition as it relates to unit size. This training is the responsibility of the Area Manager and includes continued briefings.

Both the Property Manager (Job Description attached) and Assistant Property Manager, during initial training, are briefed on job responsibilities and are continually provided with any future directives on changes in policies and regulations.

**Wait List Procedures**

Please refer to Section 6 of the Tenant Selection Plan for the Wait List procedures

governing this property.

### Recertification/ Lease Renewal

#### **A. Process**

1. On or about the last Wednesday of the month, CMCI reviews the recertification cards and pulls cards for those residents who need to be recertified effective 120 days from the first of the coming month (i.e. on August 29, you would pull the cards for those persons needing to be recertified effective December 1).
2. Pull each resident folder and begin a recertification checklist. This list should be stapled to the front of the folder.
3. Send the appropriate recertification letter to the resident (requesting an interview).
4. Place all files in the file drawer labeled "Recertifications - Interviews To Be Scheduled." Note on your desk calendar the response date noted in the letter so that on that date you can check the resident files and determine whether anybody has failed to schedule an interview.
5. When a resident calls to schedule their interview, make a note on the desk calendar and move the resident file to the file drawer labeled "Recertifications - Interviews Scheduled."
6. At the time of the resident interview, the resident should complete the appropriate third- party verification forms. Once the interview is over, immediately make a copy of the forms and mail the originals with a self-addressed, stamped envelope. Move the resident file to the file drawer labeled "Recertifications - Waiting For Return of Information."
7. As each third-party verification form is returned, the original should be filed and the copy discarded.
8. When all third-party verification forms have been returned, complete the following:
  - 50059
  - 50059a, b, or c as appropriate
  - letter to the resident requesting they call to schedule signing of the new paperwork and scheduling of the annual apartment inspection
  - lease addendums (as applicable)
9. Place the resident file in the file drawer labeled "Re-certifications – Awaiting Signature/Inspection".

10. It is preferable to schedule apartment inspections/recertification signing within a specific time-period each week, such as Thursday from 2:00 to 5:00. Otherwise the inspection process will be likely to interfere with activities throughout the week. Once the resident signs the forms, separate the 50059's, put the original back in the resident's file, provide a copy to the resident with a copy of the unit inspection form and the lease addendum if applicable. A work order should be completed as a result of findings from the unit inspection. The work order number should be written on the bottom left corner of the unit inspection form.

Each week the process should be monitored and follow-up notices sent as necessary. If a resident fails to respond to initial notices or third-party verification does not get returned, attempt follow-up notices. If a resident does not cooperate as required, follow the HUD Handbook 4350.3 instructions regarding notification to resident and increase to market rent (4350.3 CHG-1).

## **B. Follow-up**

1. Each Monday morning, check the folders to make sure that no one is lagging behind. If it appears that a piece of information is not going to be getting back in on time, you can send it again (as you have a copy) and put a cover letter this time stressing the need for the information.
2. If resident does not respond to the recertification process, follow HUD Handbook (4350.3 CHG-1) instructions.

## **Conflict of Interest Policy**

### *Conflicts Prohibited*

(a) Wayne at Columbia, LLC and Cruz Management Company, Inc. as its Agent, agree that no HSITF, AHT and City and State HOME -assisted unit will be rented to an employee, agent, developer, or sponsor of either Wayne at Columbia, LLC and/or Cruz Management Company, Inc. (when acting as the Agent).

This policy is intended to comply with HOME Rule 24 CFR Part 92.356(f) which states that no owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME assisted affordable housing unit in a project.

(b) No persons described as Persons Covered below who exercises or have exercised any functions or responsibilities with respect to activities assisted with HSITF, AHT and City and State HOME funds or who are in a position to

participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HSITF, AHT and/or City and State HOME funds-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

#### *Persons Covered*

The conflict of interest provisions in (b) under *Conflicts Prohibited* above apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction or DHCD.

#### **Exceptions**

This policy does not apply to property managers or a member of the maintenance staff who occupies an assisted unit as a function of their position.

Upon written request, the DHCD may grant exceptions and waive this provision on a case by case basis given the following circumstances:

- the individual is in the low-income category eligible for the HSITF, AHT and/or City and State HOME funds-assisted program;
- the individual no longer has responsibilities associated with the specific HSITF, AHT and/or City and HOME-assisted property;
- the affirmative marketing plan to lease available HSITF, AHT and/or City and State HOME-assisted units has been enforced.

#### **Conflict of Interest Procedure**

Determination regarding eligibility for HSITF, AHT and City and State HOME Programs and conformance with the HSITF, AHT and City and State HOME Conflict of Interest policy will be made for each individual applying for available HSITF, AHT and City and State HOME- assisted units based upon the information provided in their rental application and interview.

The Agent will develop procedures for addressing potential conflicts of interest in connection with activities assisted with HSITF, AHT and City and State HOME funds.

#### **Maintenance and Repair Program**

- a) A pre-occupancy checklist is used at all sites managed by the Agent. All appliances and fixtures are checked and all units are checked for general cleanliness.
- b) Units are repainted as needed on turnover. Units occupied over a lengthy

period of time are painted during the fourth year of the lease.

c) Residents dispose of rubbish in the dumpsters provided. The city or a private contractor collects the rubbish.

d) Bids will be solicited for all major repairs per the Management Agreement. Where possible, the original contractor will be used. The contractor will be qualified in his specialty and provide certificates of insurance. Minor maintenance and repairs are handled in-house. All equipment, motors, pumps, etc. are serviced as recommended by the manufacturers.

e) Landscaping services will be provided either by in-house staff or a contracted landscaping company.

1) Spring: General cleanup after the winter and a complete fertilizing of all grass areas. Flowerbeds are turned over, mulched, limed and planted. Shrubs and bushes are cared for according to need.

2) Summer: Lawns and garden areas are cared for continually. Grass is cut weekly, flowerbeds weeded as necessary and both are watered as frequently as needed. During the month of June, a "weed and feed" program is usually carried out on the lawn.

3) Fall: A feeding is done again to the grass areas and a cleanup is carried out as leaves fall.

f) Buildings are cleaned thoroughly on a daily basis, Monday through Friday, per the attached procedures.

g) Residents are instructed via newsletters, personal contact, as well as resident and management meetings. During move-in orientation, residents are instructed on how and when to report problems. There is a 24-hour telephone answering service to handle emergencies that may arise.

### **Work Orders**

Please refer to Section 4.2 of the Cruz Management Company, Inc. Policies and Procedures Manual for a detailed description of the work order process.

### **Unit Inspection Procedure**

1. The Property Manager will meet with the Maintenance Foreman to plan and schedule annual unit inspections. This process usually coincides with annual recertification.
2. The Property Manager will notify residents of the date of unit inspections two weeks prior to the scheduled date.

3. The resident notice should include a request for permission to enter unit.
4. A copy of the notice is placed in the residents' file.
5. On the date of inspection, the Property Manager and Maintenance staff person perform the inspection.
6. A Unit Inspection Form is completed. Items which require repair are noted with a check mark. Residents' signatures should be obtained if possible.
7. Deficiency items noted on the Unit Inspection Form are transferred to work orders and completed according to Work Order Procedure.
8. The Property Manager oversees completion of all repairs.
9. As is the case with routine work orders, the Property Manager should inspect a random sampling of completed work orders to assure quality workmanship.

#### **Rent Collection Policies**

Rents are collected in accordance with the Agent's Rent Collection Procedures. Rent payments are to be paid by check or money order only. No cash payments are allowed. Payments are to be sent directly to the Agent's main office located at: 434 Massachusetts Avenue, Suite 300 Boston, MA 02118.

- a) Pre-payments are accepted. Partial payments, while not encouraged, but will be accepted for use and occupancy, and compliance with any legal schedules that may be depending on circumstances.
- b) Any resident with a budget problem will be offered the opportunity to obtain assistance if requested. A list of referral source service agencies will be made available to the residents on request.
- c) Personal contact is always attempted and efforts to avoid eviction are made, but lacking success, court action is pursued.
- d) All accounting is handled at the Agent's main office. Each month the Property Manager receives a variance report showing the actual amounts spent compared to budgeted amounts.

#### **Accounting Records**

- a) The Property Manager, with the assistance of the Assistant Manager, Area Manager, Controller and Property Accountant, is responsible for submitting an annual budget for approval to the Senior Property Manager of Management. The Senior Property Manager of Management then meets with the Owner before the budget is officially approved.

- b) The Property Accountant, under the direction of the Controller, will establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the Owner.
- c) All reporting will be in compliance with the Management Agreement and the Affirmative Fair Housing Marketing Plan.
- d) By the sixth day of each month, the Property Accountant will furnish to the Property Manager and Area Manager with a report of all delinquent rents. An additional delinquency report will be provided by the fifteenth of each month in order for the Property Manager to prepare 14-day Notices to Quit.
- e) Within ninety (90) days following the end of each fiscal year of the Project, the Owner will be furnished with a complete annual financial report for the Project based upon an examination of the books and records and containing a detailed, itemized statement of all income and expenditures. This audit report shall be certified by a certified public accountant and in conformity with generally accepted accounting principles applied on a consistent basis.
- f) By the fifteenth day of each month, the Agent will provide the Owner with an itemized list of all rental accounts.
- g) At the request of the Owner, lenders or compliance agencies, the Agent shall furnish occupancy reports and/or financial reports on an accrual basis, and shall give specific answers to questions relative to the ownership and operation of the Project upon which information is reasonably desired from time to time.
- h) Each month, on or about the twentieth day, the Agent's accounting department will furnish the following internal report package to the Management Staff and Owner: Year-to-Date Budget to Actual Cash Flow Statement on an accrual basis; Rent Collection Report for current month; Year-to-Date Vacancy Schedule; Aged Accounts Receivable for residents; Check Register for current month; Aged Accounts Payable Listing; and Year-to-Date Utility Schedules.

**Resident/Management Relations**

- a) Residents will be encouraged to discuss their grievances with the Property Manager. Residents may make verbal or written requests to the Property Manager who then handles the grievance or refers the resident to someone who can better handle the grievance. If necessary, the Area Manager or Director of Management may be called upon to clarify, arbitrate, or make a policy decision. We do not anticipate any differences of opinion that cannot be satisfactorily settled.
- b) The Management and Maintenance staffs meet as needed to keep current with the status of all pending work.



c) Prospective residents are processed in compliance with the approved AFHMP. All rental applications are dated and signed, credit checks are obtained, references and information provided on the application are verified, income is verified per the low-income housing tax credit compliance regulations, home visits are conducted and the lottery system is used for the initial rent-up of the site. If the applicant is accepted, a security deposit of one-month's rent is collected and held in an interest-bearing escrow account; a security deposit receipt issued and a lease is signed for a period of one-year.

d.) All applicants have the right to have someone translate for them prior to signing the lease. We employ staff that can translate Spanish, Portuguese, and Haitian - Creole. To date, there has been no need to print leases in a language other than English, however, if this becomes necessary, it will be taken under consideration and proper measures will be taken.

### **Social Services**

a) The Agent has a network of resources to assist residents who require or request referral to social service agencies in the area. The Property Manager is available for informal discussion but cannot provide counseling services.

b) The Agent will publish a site-specific resident handbook and regular newsletters for the residents. The Resident Handbook will be prepared and presented to the residents at a resident/management meeting. The handbook will cover the following information:

- 1) The Agent's staff, address, emergency and business telephone numbers.
- 2) Emergency after-hours procedures.
- 3) Security advice and information.
- 4) Outlines for care and treatment of apartment appliances, carpeting, garbage disposals, etc.
- 5) Parking registration and decals.
- 6) Hours available and telephone number for Resident Services and assistance
- 7) Pet Policy.
- 8) Energy-saving devices.
- 9) Area Shopping.
- 10) Access to public transportation.
- 11) Cable television information.
- 12) Trash removal and recycling.

c) In addition, the management staff will provide educational and social programs, holiday parties, and resident/ management meetings.

### **Limited English Proficiency (LEP)**

Cruz Development Company, Cruz Management Company, Inc., and Wayne at Columbia, LLC supports and endorses Title VI and Executive Order 13166 which prohibits against national origin discrimination affecting persons with LEP in ALL phases of operation and business practices. We will adhere to all required procedures to assist applicants for all operations with our companies, including, but not limited to employment, housing, and sub-contracting.

## **Community Engagement**

Cruz Development Corporation (CDC) will hold regularly scheduled community meetings to discuss the status of the project. These meetings will be held no less than quarterly.

CDC will reach out to local neighborhood groups and organizations through direct contact, mailings and posters placed at key locations in the community such as the Historic Moreland Street Neighborhood Association, Mount Pleasant Street Neighborhood Association, Clifford Blue Hill Neighborhood Association, Project Right, 12th Baptist Church, St John's Missionary Church, Eliot Street Congregational Church, Roxbury Presbyterian Church, Church of God of Prophecy, etc. We also intend to place meeting notices in The Bay State Banner as well as local newspapers and websites.

CDC will also reach out to the local elected officials to keep them apprised of the development's progress.

## OPTION AGREEMENT

### 2-10 Clifford Street, Roxbury, MA 02119

Louis W. Mian, Jr., Trustee of the Mian Realty Trust u/d/t dated March 15, 1988 as filed with Certificate of Title # 101753 filed with the Suffolk Registry District of the Land Court in Book 504, Page 153, having a principal place of business at c/o Louis W. Mian, Inc., 547 Rutherford Ave., Boston, MA 02129, Attn: Louis W. Mian, Jr. ("SELLER"), for itself, its successors, heirs and assigns, hereby grants to Cruz Development Corporation, a Massachusetts Corporation, having a principal place of business at One John Eliot Square, Roxbury, MA 02119 or its nominee ("BUYER"), the right and option to purchase the Premises described below (the "Option") all upon the terms and conditions which follow, for and in consideration of the sum of Two Thousand Five Hundred Dollars (\$2,500) (the "Initial Option Deposit"), paid by BUYER and delivered by BUYER to the SELLER in accordance with the provisions hereof, and other good and valuable consideration, the receipt whereof is hereby acknowledged, creditable against the total purchase price to be paid by BUYER. Subject to the foregoing, SELLER and BUYER hereby agree as follows:

1. Subject of Agreement. This Agreement relates to the following buildings **2-10 Clifford Street, Roxbury, MA** (the "Premises").

2. Option Period: The term within which the BUYER must exercise the Option hereunder shall commence on the date hereof and shall expire on February 4, 2015 (the "Option Period"), provided, however, that BUYER may extend the Option Period for an additional term of 90 days upon written notice to SELLER and upon the payment to the SELLER of an additional option deposit (the "Additional Option Deposit") of Two Thousand Five Hundred Dollars (\$2,500), creditable against the total purchase price to be paid by BUYER. If the BUYER is successful in its bid to the Department of Neighborhood Development to acquire 280-290 ES Warren Street, the BUYER, upon written notice to SELLER, and upon the payment to SELLER of an additional option deposit of Twenty Five Thousand Dollars (\$25,000), creditable against the total purchase price to be paid by BUYER may extend the Option Period for an additional term of 360 days (the "Second Additional Option Deposit").

3. Exercise of Option: The Option shall be exercised by written notice (the "Notice") sent by BUYER to SELLER at any time within the Option Period, by certified mail, return receipt requested, postage prepaid to SELLER at the address set forth above, or by in-hand delivery of such notice to SELLER.

4. Feasibility Investigation: BUYER shall have the right, for a period of One Hundred Twenty (120) days from the date hereof. (the "Feasibility Investigation Period"), to perform an investigation of the Premises (the "Feasibility Investigation") for the purpose of determining whether the Premises are suitable for BUYER's uses, which Feasibility Investigation may include but shall not be limited to determining whether (i) necessary utilities can be located on the Premises, (ii) appropriate zoning relief is likely to be available for BUYER's uses, (iii) appropriate agreements can be reached with the local municipalities governing the Premises to ensure that future residents of the Premises will have satisfactory public school options, and (iv) the Premises will comply with all applicable environmental law.

In the event the BUYER shall determine, in its sole discretion, within the Feasibility Investigation Period, that the Premises are not suitable for BUYER's uses, BUYER may terminate this Agreement by written notice to the SELLER whereupon the SELLER shall return to the BUYER forthwith the Initial Option Deposit and any interest earned thereon and all other obligations of the parties hereto shall cease, and this Agreement shall be void without recourse to the parties hereto.

In the event BUYER fails to exercise the Option within the Option Period, the Option Price and any interest earned thereon shall be paid to the SELLER, and all other obligations of the parties hereto shall cease, and this Agreement shall be void without recourse to the parties hereto. In the event BUYER fails to (i) give such notice to SELLER within the Feasibility Investigation Period or (ii) exercise the Option within the Option Period, the Initial Option Price, and any interest earned thereon, shall be paid forthwith to the SELLER, and all other obligations of the parties hereto shall cease, and this Agreement shall be void without recourse to the parties hereto.

5. **Purchase Price:** The agreed purchase price for the Premises shall be **One Million Three Hundred Fifty Thousand Dollars (\$1,350,000)** payable in cash, certified or bank check or federal funds wire transfer at the time the deed to the Premises is delivered.

6. **Broker:** BUYER warrants and represents that it has not dealt with any broker or agent in connection herewith. BUYER agrees to hold harmless and indemnify SELLER from any loss, cost, damage and expense, including reasonable attorneys' fees incurred by SELLER by reason of a claim against BUYER for a commission or finder's fee as a result of BUYER having dealt with any party in connection herewith.

7. **Right of Entry:** For and during the Option Period, BUYER shall have the right, from time to time, at BUYER's sole cost, expense, risk and hazard and in all such manner as BUYER may reasonably determine, without material damage being imposed upon the Premises, to enter upon the Premises to make, or cause to be made, findings in respect thereto, including (without limitation) the Feasibility Investigation and any other tests, analysis and studies of the Premises necessary or desirable to enable BUYER to determine the suitability of the Premises for BUYER's uses.

8. **Other Research:** For and during the Option Period, BUYER may conduct research BUYER deems necessary in order to determine the economic and financial feasibility of the Premises for BUYER's uses. For purposes of making such determination, which may require the filing of application(s) with governmental or other authorities, SELLER does hereby authorize BUYER to: (i) file any such application(s) in the name of the SELLER, and (ii) assist BUYER in all respects, including attendance at any hearings, if reasonably required, for the purposes of processing and prosecuting any such applications to final decision. Any such inspections approval and assistance required to be performed by the SELLER hereunder shall be at the sole expense of the BUYER.

9. **Purchase and Sale Agreement:** In the event that BUYER exercises BUYER's rights under the Option, both SELLER and BUYER agree to execute forthwith the standard form of Purchase and Sale Agreement of the Greater Boston Real Estate Board without further modification except as hereinafter provided in this Section 9. The SELLER shall have the right

to specify in such Purchase and Sale Agreement to be executed hereunder the date and place for the delivery of the deed thereunder, which date shall not be later than Ninety (90) days after BUYER shall have exercised the Option hereunder, unless the parties shall otherwise agree in writing.

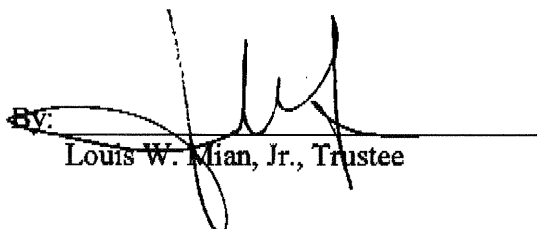
10. Interest on Deposits: All deposits shall be held by the SELLER, in an FDIC insured account, which bears interest at current prevailing rates.

All interest earned thereon shall be delivered to SELLER or BUYER in accordance with the provisions of this Agreement

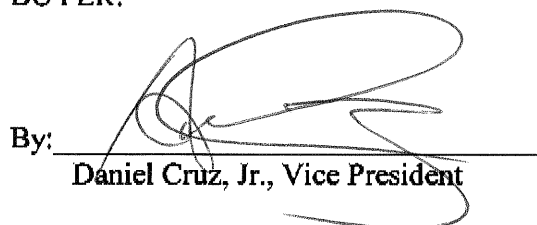
11. Deposit Escrow Provisions: The deposits made hereunder shall be held in escrow, subject to the terms of this Agreement, and shall be duly accounted for at the times for performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the November 6, 2014.

Louis W. Mian, Jr. Trustee of the Mian Realty Trust  
SELLER:

By:   
Louis W. Mian, Jr., Trustee

Cruz Development Corporation  
BUYER:

By:   
Daniel Cruz, Jr., Vice President

# MICHAEL E. HAYNES BUILDING

## 280-290 WARREN STREET PROJECT

PREPARED FOR:

**CRUZ DEVELOPMENT CORP.**

1 JOHN ELIOT SQUARE  
ROXBURY, MA 02124

PREPARED BY:

**MICHEAL WASHINGTON ARCHITECTS, INC.**

801-A TREMONT ST., BOSTON, MA 02118

COTRACTOR

**CRUZ CONSTRUCTION CO.**

ROXBURY, MA 02121

GREEN CONSULTANT

**URBAN HABITAT INITIATIVES**

38 CHAUNCY STREET SUITE 1401

BOSTON MA 02111

PHASE I: UNIT COUNT

UNITS/ FLOOR	1BR 800 SF	2BR 999 SF	3BR 1285 SF	TOTAL
1ST FLOOR				0
2ND FLOOR	1	14	2	17 (18684 SQ. FT)
3RD FLOOR	2	15		17 (18684 SQ. FT)
4TH FLOOR	1	16		17 (18684 SQ. FT)
TOTAL UNITS	4	45	2	51 (56052 SQ. FT)
PARKING SPACES				39

PHASE II: UNIT COUNT

UNITS/ FLOOR	1BR 860 SF	2BR 999 SF	TOTAL
1ST FLOOR	4		4 (3117 SQ. FT)
2ND FLOOR	11	1	12 (9030 SQ. FT)
3RD FLOOR	11	1	12 (9030 SQ. FT)
4TH FLOOR	11	1	12 (9030 SQ. FT)
5TH FLOOR	11	1	12 (9030 SQ. FT)
TOTAL UNITS	44	4	48 (30207 SQ. FT)
PARKING SPACES			27

BUILDING SQUARE FOOTAGE PROVIDED PHASE I

	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	TOTAL
RESIDENTIAL	0 SF	18684 SF	18684 SF	18684 SF	56052 SQ. FT
COMMERCIAL (CRUZ)	7284 SF				7284 SQ. FT
COMMUNITY AREA	0 SF	0 SF	0 SF	0 SF	0 SQ. FT
COMMON AREA	1525 SF	2407 SF	2407 SF	2407 SF	8746 SQ. FT
ONSITE PARKING (39)	11957 SF				11957 SF
TOTAL SQUARE FEET	20,766 SF	21,091SF	21,091SF	21,091SF	84,039 SF

BUILDING SQUARE FOOTAGE PROVIDED PHASE I BASEMENT

	BASEMENT
STORAGE	1219 SQ.FT.
RECREATIONAL ROOM	1280 SQ.FT.
CONFRENCE ROOM/ OFFICE/KITCHEN(CRUZ)	2400 SQ.FT.
MECHANICAL	2475 SF.FT.
COMMON SPACE	1294 SF.FT.
TOTAL SQUARE FEET	8668 SF.FT.

BUILDING SQUARE FOOTAGE PROVIDED PHASE II

	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	5TH FLOOR	TOTAL
RESIDENTIAL	3117 SF	9030 SF	9030 SF	9030 SF	9030 SF	39,237 SF
COMMERCIAL	0 SF	0	0	0	0	0 SF
COMMUNITY AREA	134 SF	1545 SF	1545 SF	1545 SF	1545 SF	6314 SF
COMMON AREA	4751 SF	2952 SF	2952 SF	2952 SF	2952 SF	16559 SF
ONSITE PARKING (27)	5525 SF					5,525 SF
TOTAL SQUARE FEET	13,527 SF	13,527 SF	13,527 SF	13,527 SF	13,527 SF	67,635 SF



**Micheal  
Washington  
Architects Inc.**

891 Centre Street  
Jamaica Plain, MA 02130

Phone: 617-390-5515  
E-MAIL: MAINC1@HOTMAIL.COM

PROJECT

**MICHAEL E. HAYNES  
BUILDING**

280-290 WARREN STREET  
ROXBURY, MASSACHUSETTS

DEVELOPER:

**CRUZ DEVELOPMENT  
CORPORATION**

ONE JOHN ELIOT SQUARE  
ROXBURY, MASSACHUSETTS

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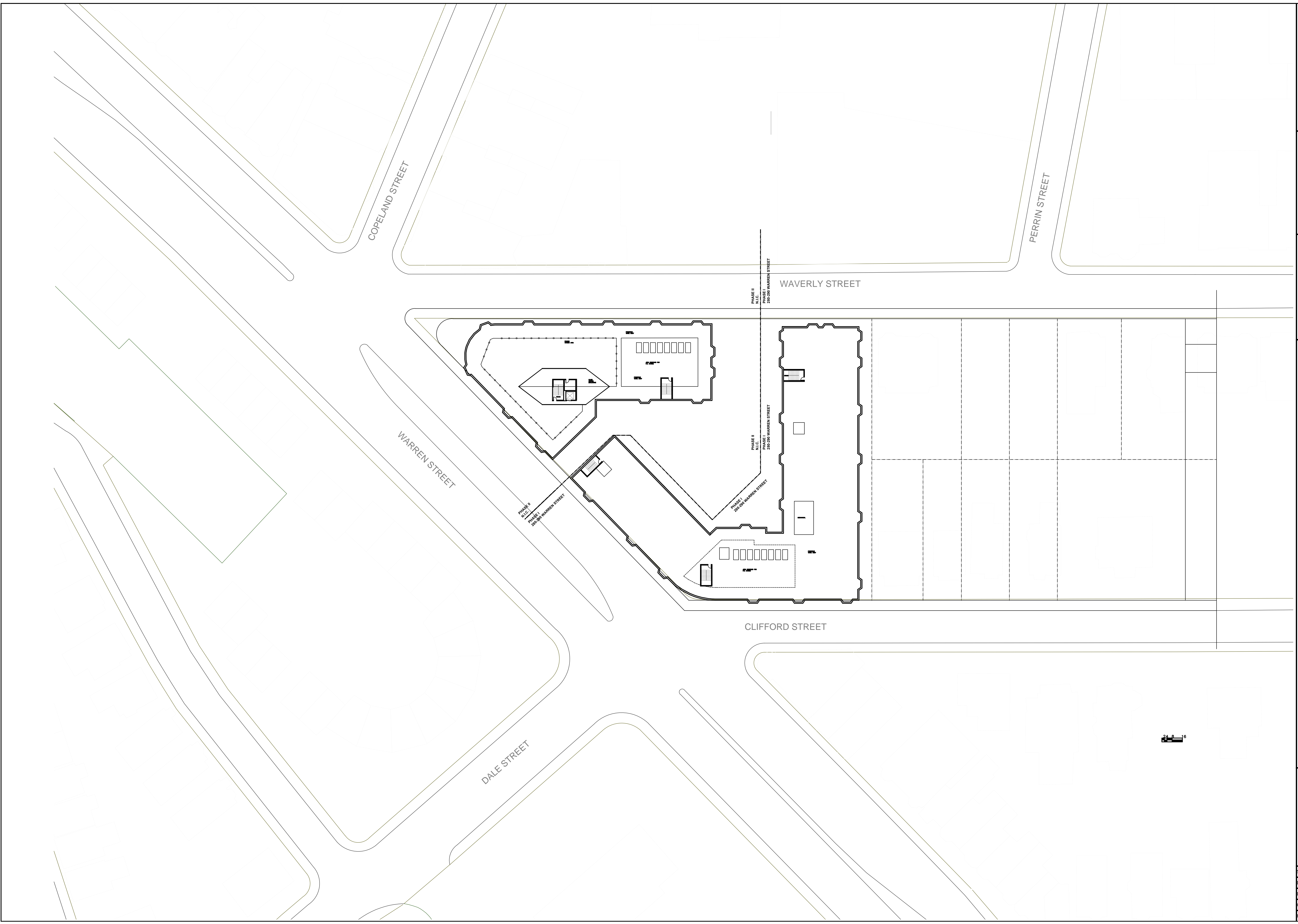
SHEET TITLE

**VICINITY SITE PLAN**

SCALE:  
DATE: 11/05/2014  
DRAWN BY: JRB  
CHECKED BY: MW  
FILE: MEH.dwg

DRAWING NO.

**V-1**





WAVERLY STREET

WARREN STREET

CLIFFORD STREET

PRIVATELY OWNED  
LAND UNDER  
AGREEMENT WITH  
DEVELOPER

DND PROJECT SITE

**Micheal  
Washington  
Architects Inc.**

891 Centre Street  
Jamaica Plain, MA 02130  
Phone: 617-390-5515  
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PROJECT  
**MICHAEL E. HAYNES  
BUILDING**

280-290 WARREN STREET  
ROXBURY, MASSACHUSETTS

DEVELOPER:  
**CRUZ DEVELOPMENT  
CORPORATION**

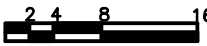
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SHEET TITLE  
**SITE PLAN**

SCALE: 1/16"=1'-0"  
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FILE: MEH.dwg

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**A-0**



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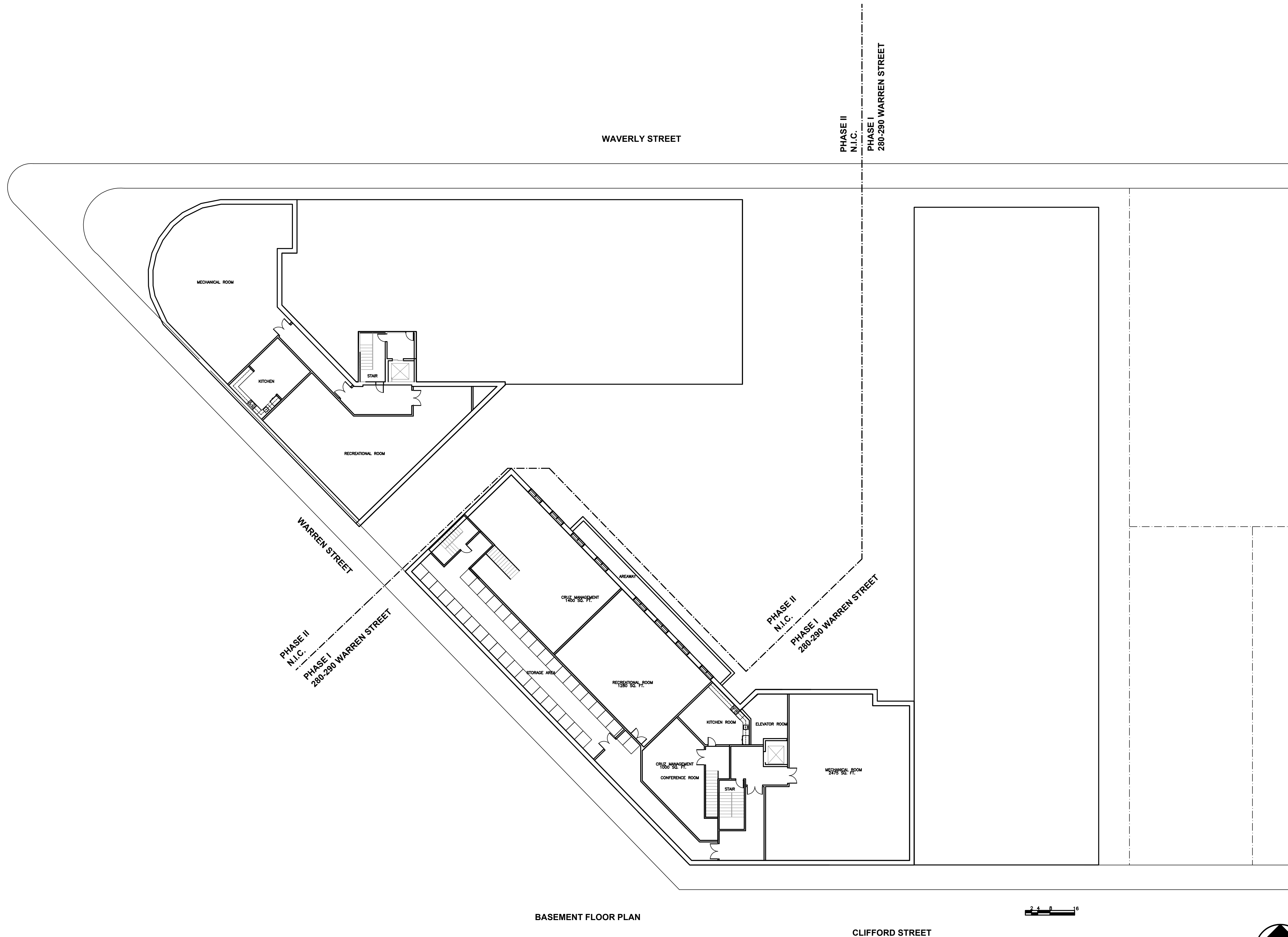
**MICHAEL E. HAYNES BUILDING**

280-290 WARREN STREET  
ROXBURY, MASSACHUSETTS

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**BASEMENT PLAN**

SCALE: 1/16"=1'-0"  
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FILE: MEH.dwg

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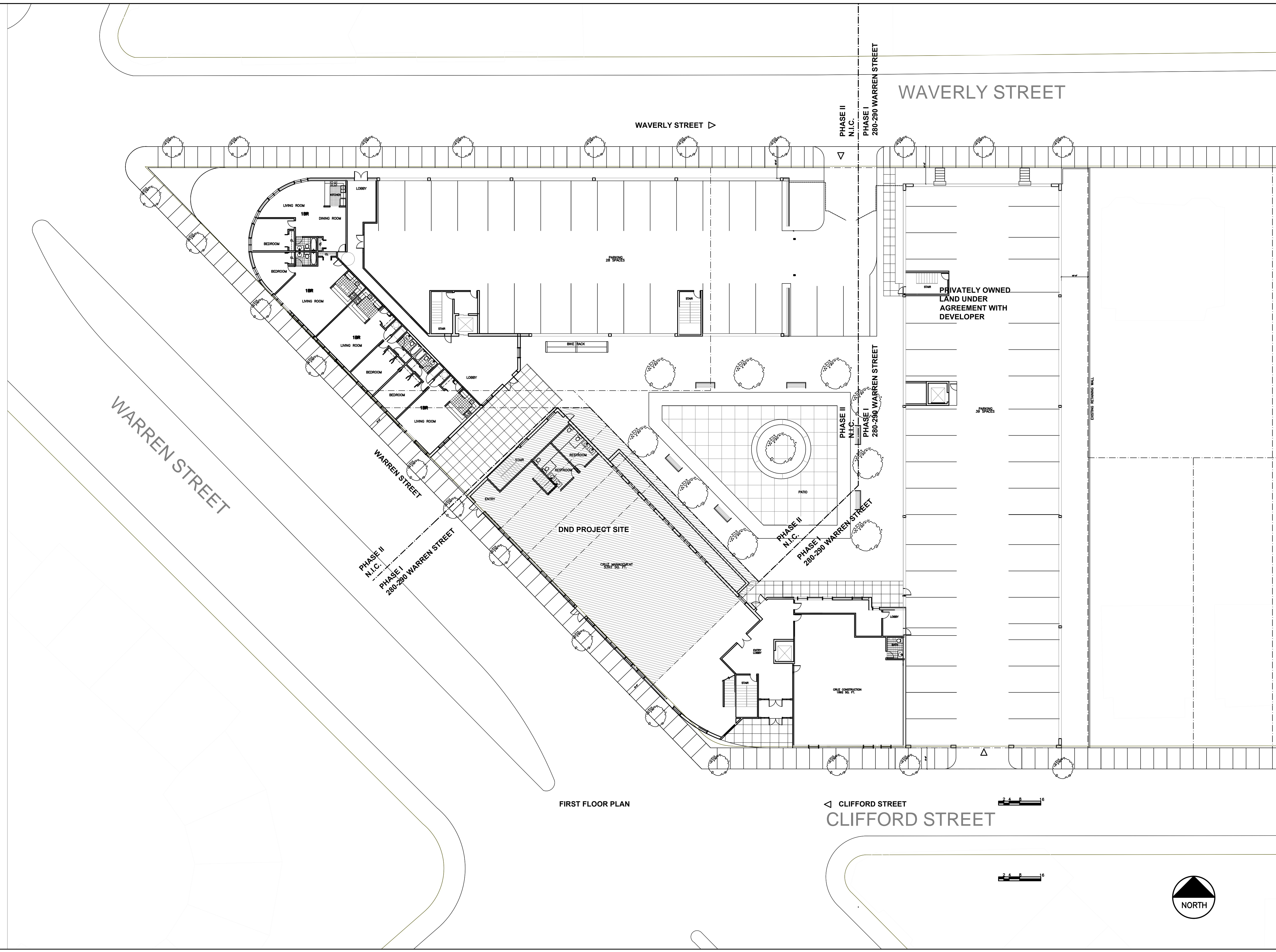
**MICHAEL E. HAYNES BUILDING**

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ROXBURY, MASSACHUSETTS

DEVELOPER:

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FIRST FLOOR PLAN

CLIFFORD STREET

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**FIRST FLOOR PLAN**

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**A-2**



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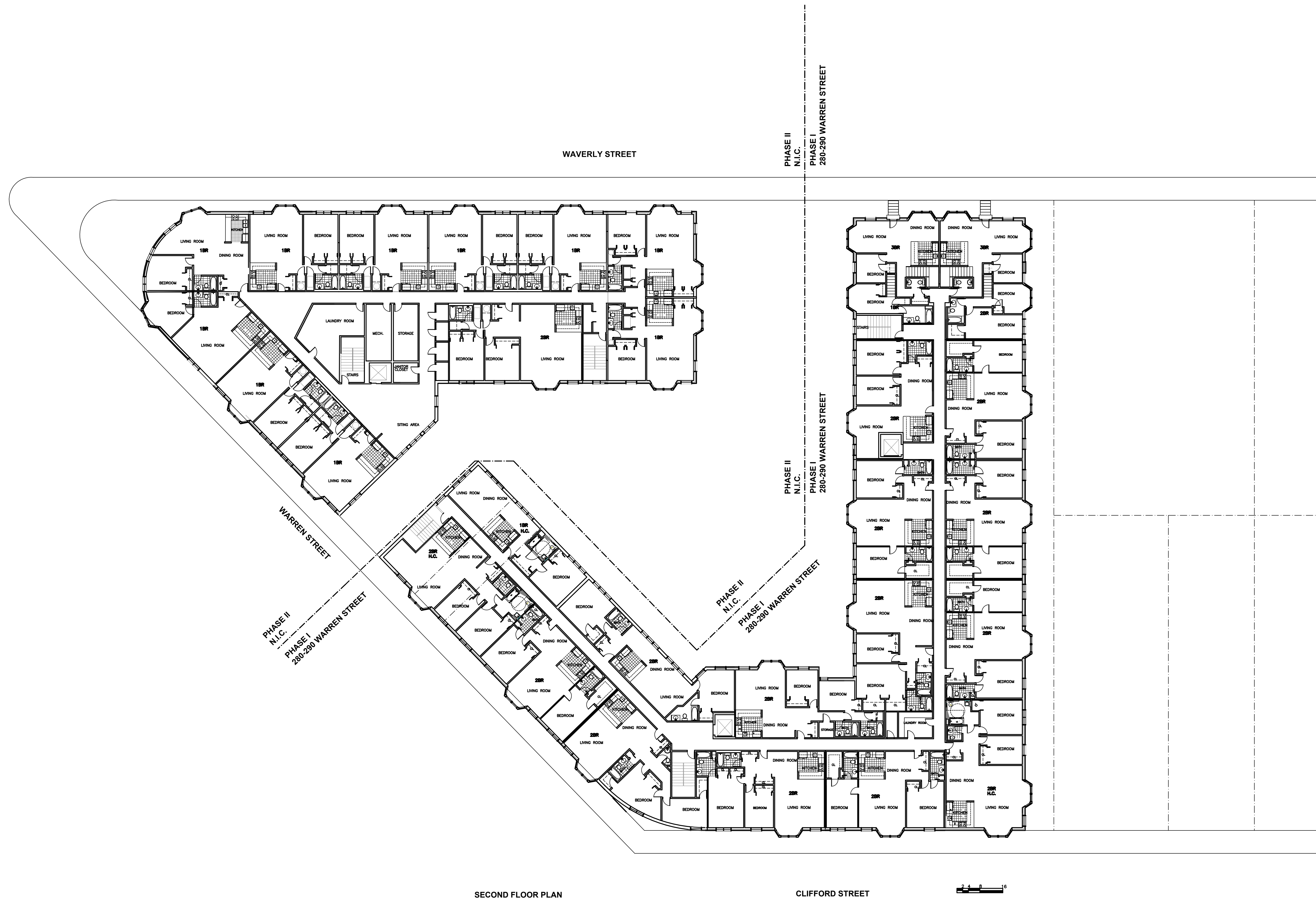
**MICHAEL E. HAYNES BUILDING**

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ROXBURY, MASSACHUSETTS

DEVELOPER:

**CRUZ DEVELOPMENT CORPORATION**

ONE JOHN ELIOT SQUARE  
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SECOND FLOOR PLAN

CLIFFORD STREET



**SECOND FLOOR PLAN**

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DRAWING NO.

**A-3**

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PROJECT

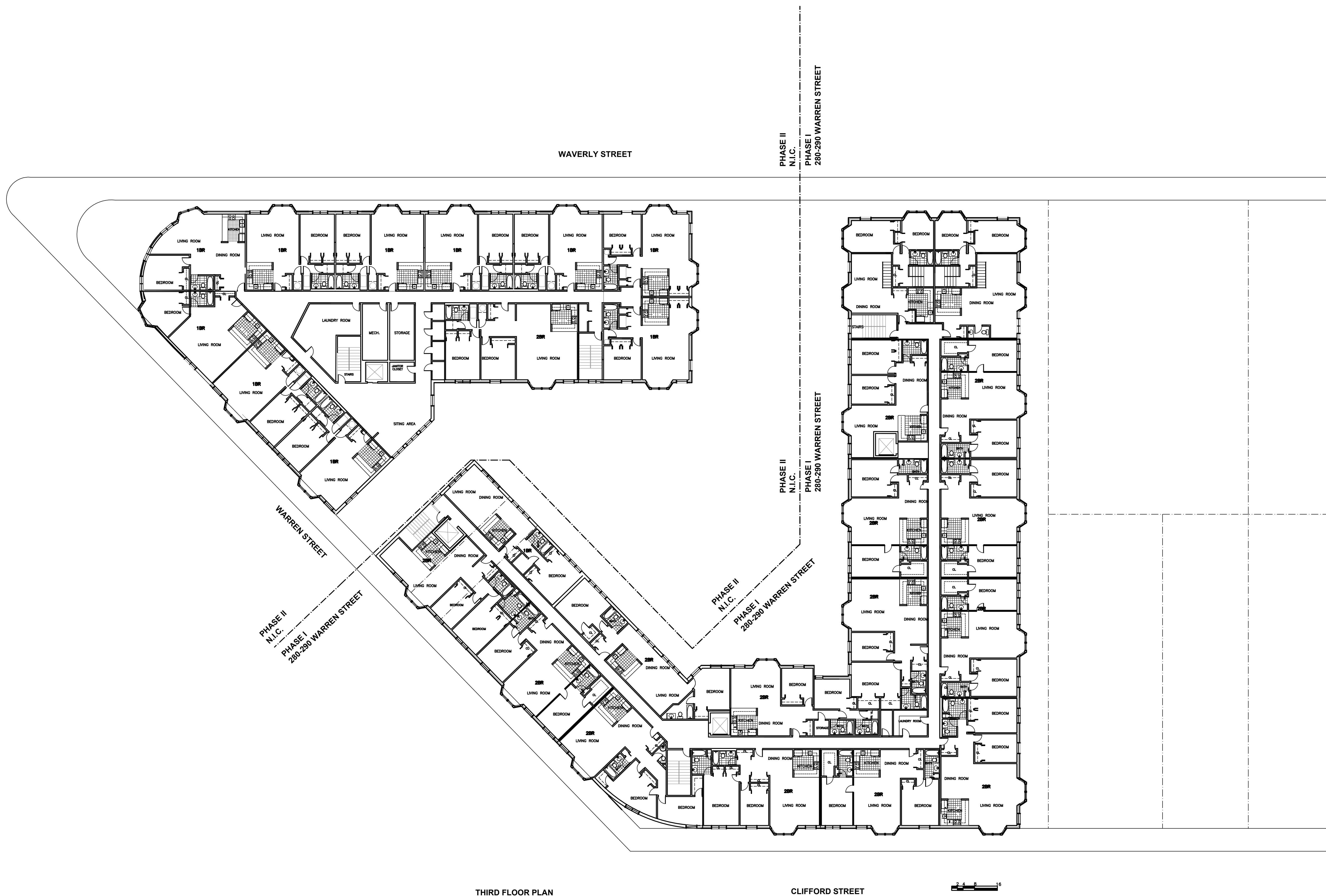
**MICHAEL E. HAYNES BUILDING**

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DEVELOPER:

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**THIRD FLOOR PLAN**

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**A-4**



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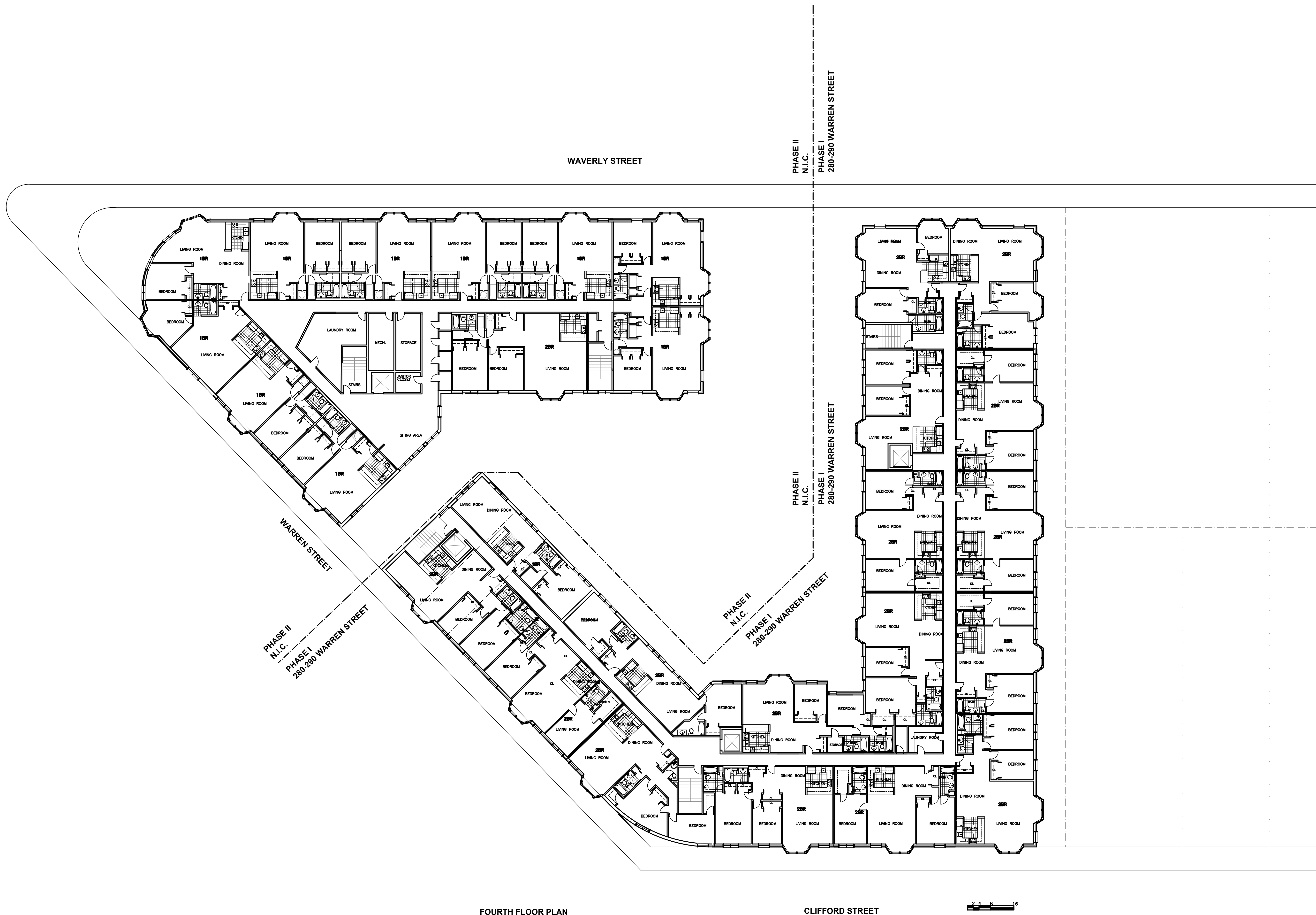
**MICHAEL E. HAYNES BUILDING**

280-290 WARREN STREET  
ROXBURY, MASSACHUSETTS

DEVELOPER:

**CRUZ DEVELOPMENT CORPORATION**

ONE JOHN ELIOT SQUARE  
ROXBURY, MASSACHUSETTS



FOURTH FLOOR PLAN

CLIFFORD STREET

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**FOURTH FLOOR PLAN**

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**A-5**



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PROJECT

**MICHAEL E. HAYNES BUILDING**

280-290 WARREN STREET  
ROXBURY, MASSACHUSETTS

DEVELOPER:

**CRUZ DEVELOPMENT CORPORATION**

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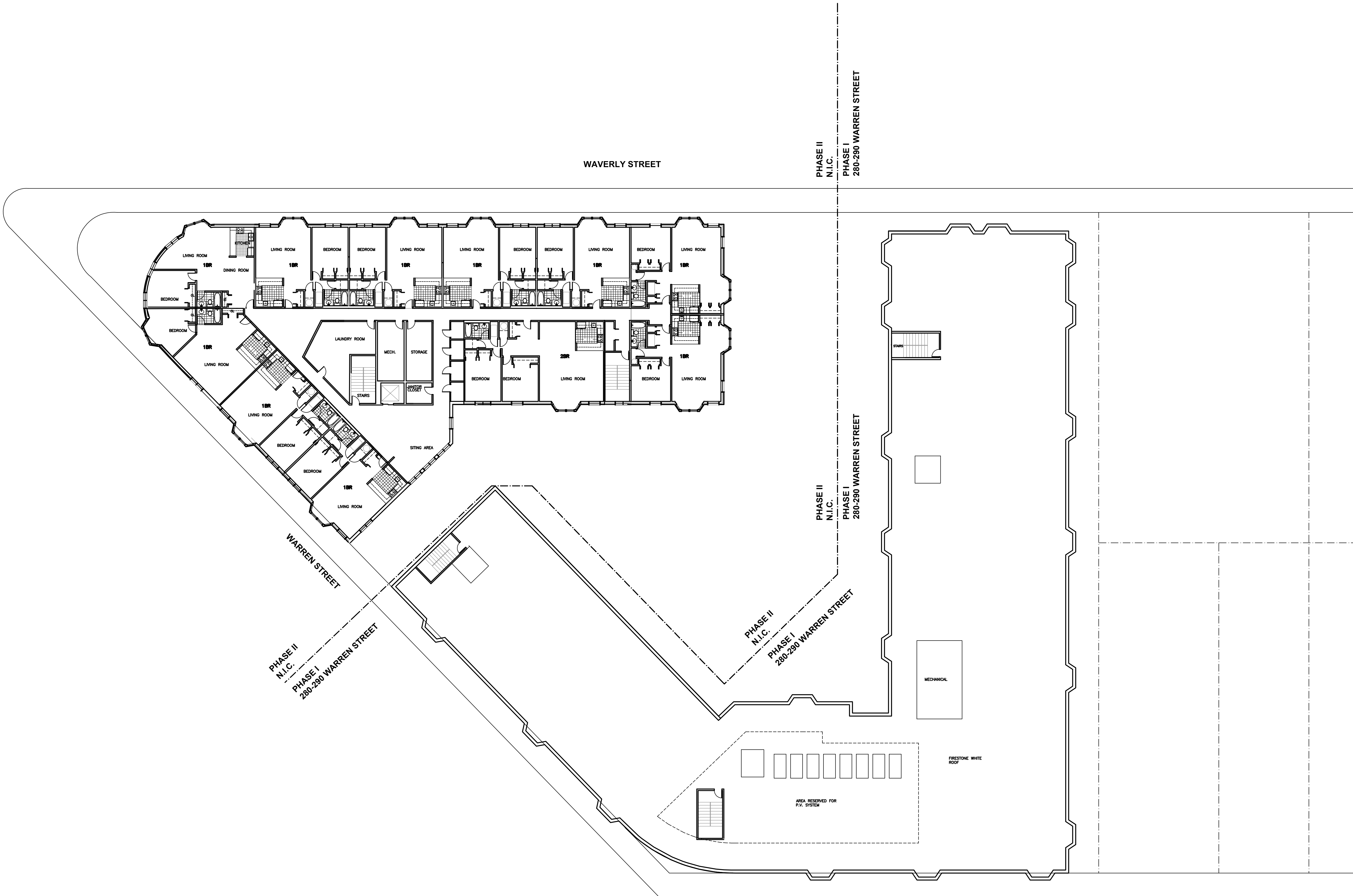
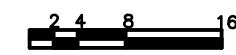
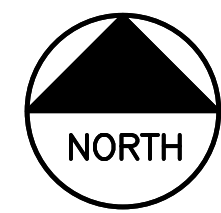
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**FIFTH FLOOR PLAN**

SCALE: 1/16"=1'-0"  
DATE: 11/05/2014  
DRAWN BY: JRB  
CHECKED BY: MW  
FILE: MEH.dwg

DRAWING NO.

**A-6**



FIFTH FLOOR PLAN

CLIFFORD STREET

WAVERLY STREET

WARREN STREET

PHASE II  
N.I.C.  
PHASE I  
280-290 WARREN STREET

PHASE II  
N.I.C.  
PHASE I  
280-290 WARREN STREET

PHASE II  
N.I.C.  
PHASE I  
280-290 WARREN STREET

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Jamaica Plain, MA 02130

Phone: 617-390-5515  
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PROJECT

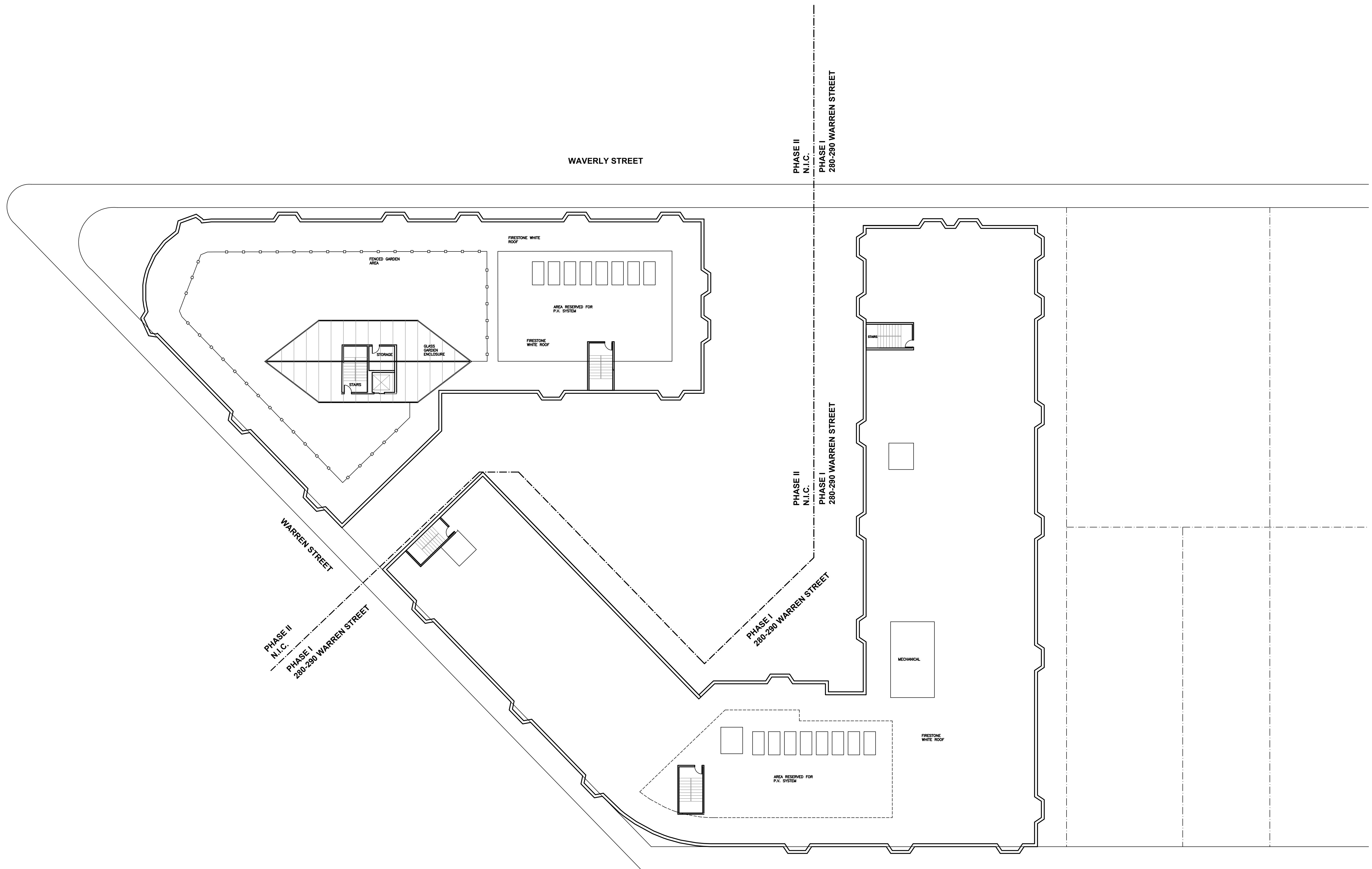
**MICHAEL E. HAYNES BUILDING**

280-290 WARREN STREET  
ROXBURY, MASSACHUSETTS

DEVELOPER:

**CRUZ DEVELOPMENT CORPORATION**

ONE JOHN ELIOT SQUARE  
ROXBURY, MASSACHUSETTS



ROOF PLAN



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**ROOF PLAN**

SCALE: 1/16"=1'-0"  
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CHECKED BY: MW  
FILE: MEH.dwg

DRAWING NO.

**A-7**



**Micheal Washington Architects Inc.**

891 Centre Street  
 Jamaica Plain, MA 02130  
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 E-MAIL: MAINC1@HOTMAIL.COM

PROJECT

**MICHAEL E. HAYNES BUILDING**

280-290 WARREN STREET  
 ROXBURY, MASSACHUSETTS

DEVELOPER:

**CRUZ DEVELOPMENT CORPORATION**

ONE JOHN ELIOT SQUARE  
 ROXBURY, MASSACHUSETTS



WAVERLY STREET ELEVATION



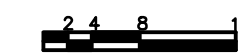
WARREN STREET ELEVATION & STREETScape

PHASE II  
 N.I.C.  
 PHASE I  
 280-290 WARREN STREET



CLIFFORD STREET ELEVATION

PHASE II  
 N.I.C.  
 PHASE I  
 280-290 WARREN STREET



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SHEET TITLE

**STREET ELEVATIONS**

SCALE: 1/16"=1'-0"  
 DATE: 11/05/2014  
 DRAWN BY: JRB  
 CHECKED BY: MW  
 FILE: MEH.dwg

DRAWING NO.

**A-8**

**Micheal Washington Architects Inc.**

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Phone: 617-390-5515  
E-MAIL: MAINC1@HOTMAIL.COM

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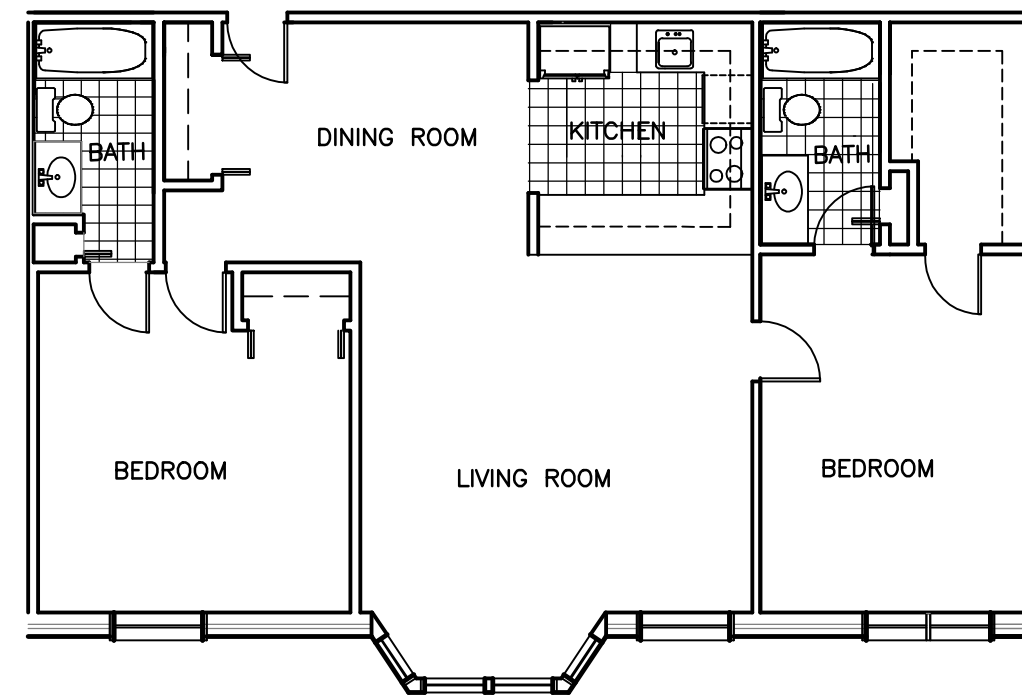
**MICHAEL E. HAYNES BUILDING**

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ROXBURY, MASSACHUSETTS

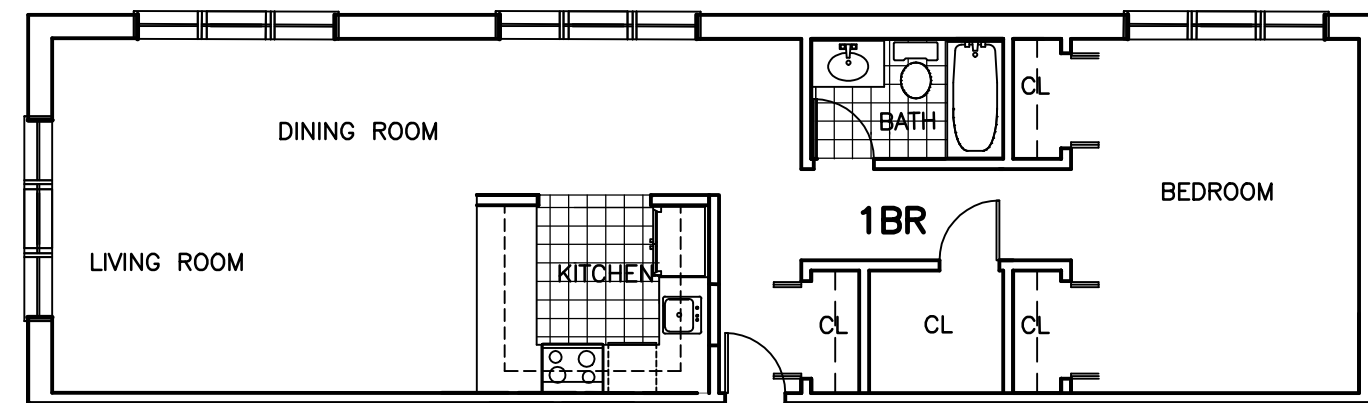
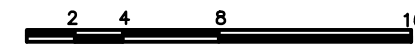
DEVELOPER:

**CRUZ DEVELOPMENT CORPORATION**

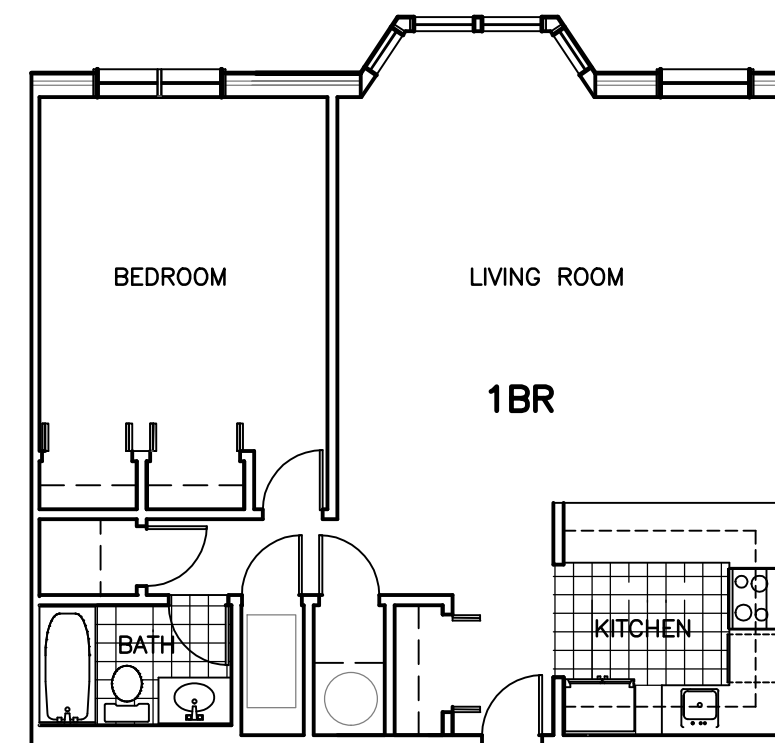
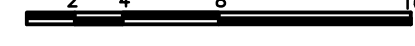
ONE JOHN ELIOT SQUARE  
ROXBURY, MASSACHUSETTS



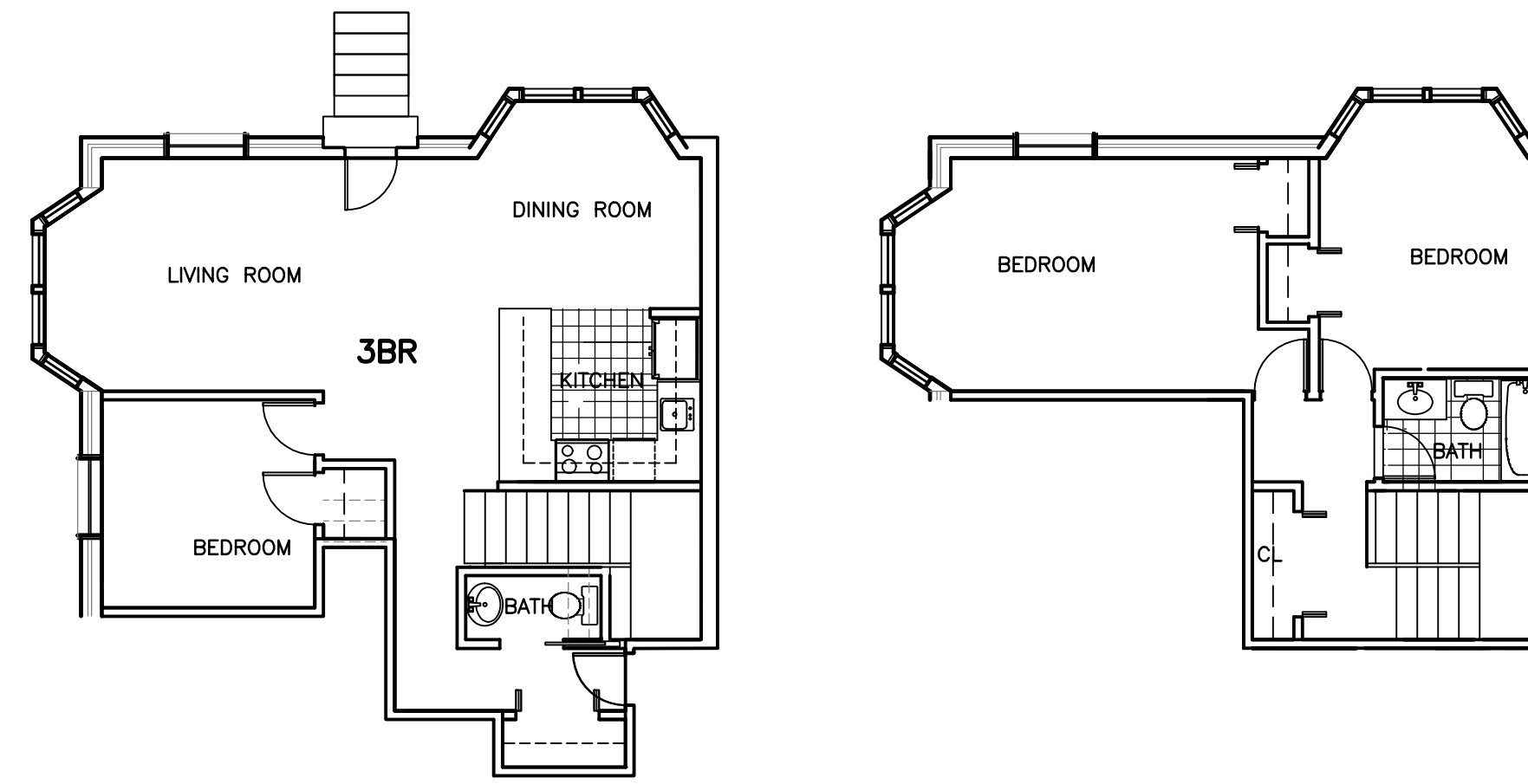
2 BEDROOM UNIT 999 SQ. FT.



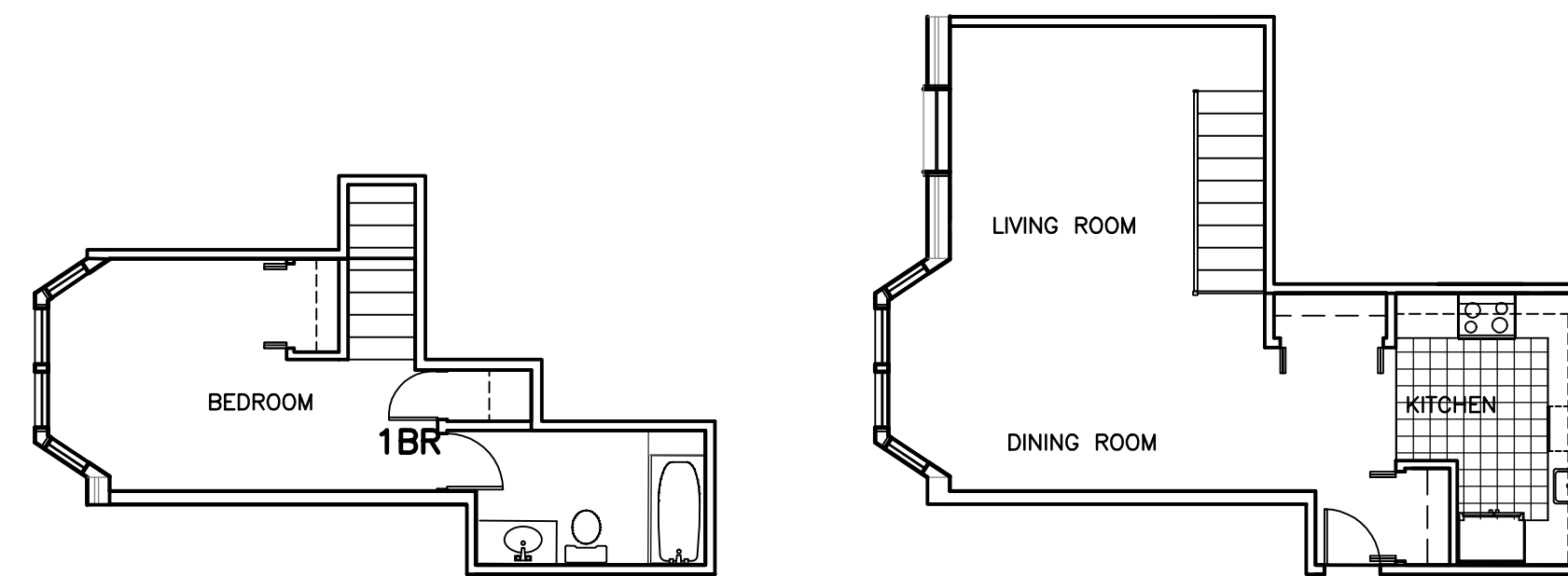
1 BEDROOM UNIT 790 SQ. FT.



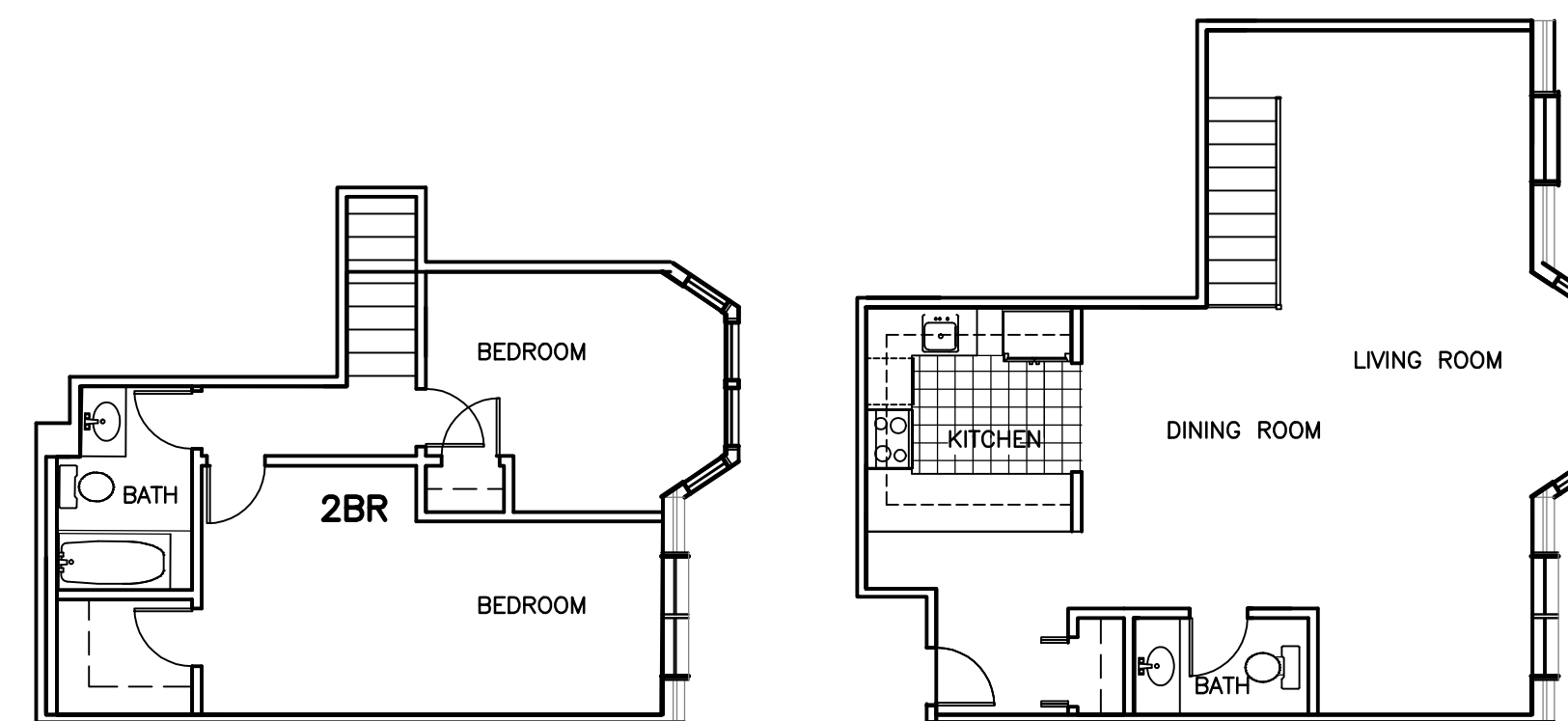
1 BEDROOM UNIT 830 SQ. FT.



3 BEDROOM 2 STORY UNIT 1266 SQ. FT.



1 BEDROOM 2 STORY UNIT 735 SQ. FT.



2 BEDROOM 2 STORY UNIT 1050 SQ. FT.



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SHEET TITLE

**TYPICAL UNIT PLANS**

SCALE: 1/8"=1'-0"  
DATE: 11/05/2014  
DRAWN BY: JRB  
CHECKED BY: MW  
FILE: MEH.dwg

DRAWING NO.

**A-9**

