# **Special Permit Application**

New Retail Building 280-292 Trapelo Road – Belmont, MA 02478

## **Owner**:

Copley Investments Companies 10 Newbury Street Boston, MA 02116

## **Prepared By:**

Blackstone Block Architects, Inc. 7 Marshal Street-Suite 301 Boston, MA 02108



Date: December 7, 2017 Revised December 27, 2017 New Retail Building - 280-292 Trapelo Road

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- □ Noise Analysis.
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**Project Denial Letter** 

To Be Provided By The Town of Belmont Community Development



Town of Belmont Zoning Board of Appeals

# APPLICATION FOR A SPECIAL PERMIT

Date:

Zoning Board of Appeals Homer Municipal Building 19 Moore Street Belmont, MA 02478

To Whom It May Concern:

Pursuant to the provisions of Massachusetts General Laws, Chapter 40A, Section 9, as amended, and the Zoning By-Laws of the Town of Belmont, I/we the undersigned, being the owner(s) of a certain parcel of land (with the buildings thereon) 280 - 288 Trapelo situated on Street/Road, hereby apply to your Board for a **SPECIAL PERMIT** for the erection or alteration on said premises or the use thereof under the applicable Section of the Zoning By-Law of said Town for a new one - storey retail building (7,000 SF) as allowed per Section 3.3 in District LB III requiring

a Special Permit: Size per Section 3.1 due to the building exceeding 5,000 square feet.

on the ground that the same will be in harmony with the general purpose and intent of said Zoning By-Law.

> Signature of Petitioner Print Name Address

Gary B. Simon

**10 Newbury Street** 

Boston, MA 02116

Daytime Telephone Number

(617) 267-6828

December 6, 2005



Town of Belmont Planning Board

# APPLICATION FOR DESIGN AND SITE PLAN REVIEW

Date: \_\_\_November 28,2017

Planning Board Homer Municipal Building 19 Moore Street Belmont, MA 02478

To Whom It May Concern:

a new one-story retail building (7,004 SF) per Section 7.3.2(a) requiring

a DSPR for a non-residential building greater than 2.500 gross square feet

in floor area in any zoning at district

\_\_\_\_\_ on the ground that the same will be in harmony with the general purpose and intent of said Zoning By-Law.

Petitioner(s) are further to comply with the requirements of Section 7.3.5 of said Zoning By-Law attached.

Signature of Petitioner

Print Name Address

Gary B Simon 10 Newbury Street

Boston MA 02116

DaytimeTelephone Number

(617) 267-6828

December 6, 2005

# **Project Statement**

280-288 Trapelo Road – a proposed one story, 7,004 square foot, brick and masonry retail building. Four bays of 1,751 square feet each. The bays could be combined in some combination of one, two, three or all bays. The building will be constructed joining of two existing properties: 288-292 Trapelo Rd (a recently demolished two-family house that had been abandoned and in derelict condition over the past ten years) and 280 Trapelo Rd (a former Atlantic Richfield gas station that was last used as an auto repair shop that was maintained in an unsightly condition). The new building and site will be constructed from first class materials and represent a substantial upgrade. The building will be built with a concrete foundation, concrete slab on grade, structural steel frame, and be clad with standard modular brick veneer with ornamental cast stone trim, aluminum storefront and glass panels, and a single ply membrane roof assembly. The neighborhood will benefit greatly with the removal of obsolete, poorly maintained properties replaced with a nicely designed building that will fit with its abutters.

In addition, a small parcel from the CVS property will be added to the proposed property totaling 20,014 SF to meet the 35% floor coverage ratio requirement. The abutting CVS property is also owned by the developer. The perimeter of the property as proposed will be combined and recorded prior to the submittal of a Building Permit with the office of Community Development.

The 29 parking spaces required will be met with a combination of four on-street (Under Section 5.1.1 (c) on-street parking spaces in front of the proposed building); nine spaces within the proposed property and sixteen spaces on the northern boundary of the directly abutting CVS property (264 Trapelo). The developer proposes a reciprocal easement agreement (please see the proposed agreement which is part of the submission) approved by the ZBA and Planning Board and then recorded in the Middlesex Registry of Deeds to assure use of parking on the CVS property even in the case of a future sale. The proposed parking illustrated on the L-1 Proposed Landscape Plan is part of the submission.

Also shown on L-1 is the new location of the CVS dumpster area and the dumpster for the proposed building. If approved by the ZBA and Planning Board the developer would agree to create a property line which would place the CVS

dumpster area within the new CVS parcel and the dumpster for the proposed building within the proposed property boundary. A new perimeter plan would then be recorded with the Middlesex Registry of Deeds to protect the dumpster locations.

There is an existing transformer which serves the CVS building (located to the left of the new dumpster area, see L-1). The transformer has the capacity to also serve the new building so there will no need for another transformer.

There has been no marketing activity initiated to date but potential tenants could involve food, medical, workout studio or any typical retail operation already found in Belmont. Any use which requires a special permit will give the Town of Belmont another opportunity to review the operation of the property.

Hours of operation, deliveries and trash pickup will be similar to the CVS block Immediately abutting the proposed building as already operated by the developer.

The development is exclusively owned by and operated by Gary B Simon and his family. The Simon Family purchased the CVS building in 2016 from the Clark family and has owned 68 Leonard Street (the Avon Building) in Belmont Center since 1971. Gary lives with his wife at the Woodlands townhouses at McLean Hospital since 2012 and has been a resident of the Town of Belmont from 1980 to 1986.

### **RECIPROCAL EASEMENT AGREEMENT**

This Reciprocal Easement Agreement (the or this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017 by and between Trapelo Partners, LLC ("Partners"), a Massachusetts limited liability company, and Trapelo Road Realty Trust ("TRRT"), under Declaration of Trust dated December 15, 2016 for which a Trustee's Certificate pursuant to M.G.L. ch. 184, sec. 35 is recorded with the Middlesex South Registry of Deeds ("Registry") in Book 68607, Page 124.

WHEREAS, Partners is the owner ("**Owner 1**") of Lot 1 ("Lot 1") shown on a plan entitled, [Insert the name, dated and general description of the preparer of the NEW Plan showing lot perimeters]", which plan (the "Lot Perimeter Plan") is recorded herewith/with the Middlesex South Registry of Deeds as Plan #\_\_\_\_\_of 2017\_and attached hereto as Exhibit A; and

WHEREAS, TRRT is the owner ("**Owner 2**") of the land adjacent to Lot 1 shown as Lot 2 ("Lot 2") on the Lot Perimeter Plan; and

WHEREAS, Owner 1 and Owner 2 each wish to grant to the other certain rights benefiting the other;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the recitals hereinbefore set forth and the covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

1. Easements Benefitting Lot 1. Owner 2 hereby grants the following rights and

easements to Owner 1 for use by such owner and any of Owner 1's employees, guests, invitees and contractors (the "Lot 1 Parties") while such Lot 1 Parties are visiting and/or performing work at Lot 1 or Lot 2:

- i. A non-exclusive right and easement to park registered motor vehicles in such areas of Lot 2 as are from time to time marked for use as parking spaces for such vehicles; and
- ii. A non-exclusive right and easement to travel over the driveways and parking lanes on foot or by vehicle for access to and/or egress from Lot 1 or Lot 2 and/or the parking spaces, driveways and parking lanes from time to time thereon.

The foregoing rights and easements granted by Owner 2 shall be appurtenant to Lot 1.

2. <u>Easements Benefitting Lot 2.</u> Owner 1 hereby grants the following rights and easements to Owner 2 for use by such owner and any of its employees, guests, invitees and contractors (the "Lot 2 Parties") while such Lot 2 Parties are visiting and/or performing work at Lot 2 or Lot 1:

- i. A non-exclusive right and easement to park registered motor vehicles in such areas of Lot 1 as are from time to time marked for use as parking spaces for such vehicles; and
- ii. A non-exclusive right and easement to travel over the driveways and parking lanes, on foot or by vehicle, for access to and/or egress from Lot 2 or Lot 1 and/or the parking spaces, driveways and/or parking lanes from time to time thereon.

The foregoing rights and easements granted by Owner 1 shall be appurtenant to the Lot 2.

3. <u>Use Restrictions.</u> Each of Owner 1 and Owner 2 agree that it will not lease or otherwise allow all or any portion of Lot 1 or Lot 2, respectively, to be used for any of the following purposes: a pinball, video game, or any form of entertainment arcade; a

gambling or betting office, other than for the sale of lottery tickets; a massage parlor, a cinema, video store or bookstore in either event selling, renting, or exhibiting primarily material of a pornographic or adult nature; an adult entertainment bar or club; a bowling alley; a roller skating or ice skating rink; a billiards parlor or pool hall; a firearms shooting range or any other use which creates or causes excessive noise; a theater; a health club or exercise salon in excess of 2,000 square feet with the exception of "Curves" or similar type of limited use, circuit training health club establishment; any type of educational or vocational institution; a flea market; a warehouse; a facility which performs on-site dry cleaning; a gas station; a facility which performs on-site auto repair.

4. <u>Exclusives.</u> Owner 2 agrees that it will not lease or otherwise allow all or any portion of Lot 2 to be used for any of the following purposes:

- i. a health and beauty aids store, a drug store, a vitamin store, and/or a pharmacy; and/or
- ii. the purpose of: a greeting card and gift store; a candy store; or a photo processing store; and/or
- iii. if any of Owner 1's or Owner 2's officers, directors, trustees, individual members, or partners, hold or acquire any interest in any land immediately adjacent to and/or across the street from Lot 1 and/or Lot 2 (whether accomplished directly by direct ownership, or indirectly through the use of leases, cross-easement agreements or similar documents, the "Additionally Restricted Land"), each of Owner 1 and Owner 2 agree that it will not lease or otherwise allow all or any portion of the Additionally Restricted Land to be used for the purpose of a health and beauty aids store, a drug store, a vitamin store and/or a pharmacy. As used herein the term "operation of a pharmacy" shall mean the dispensing, distribution or furnishing of prescription drugs for a fee or profit. The distribution or furnishing of free samples

of prescription drugs by physicians, dentists, other health care practitioners, or entities such as clinics or health maintenance organizations shall not be deemed the "operation of a pharmacy", and a "health and beauty aids store" shall mean a store which devotes more than 5% of its retail selling space to the display and sale of health and beauty aids for consumption off-premises.

For so long as CVS Pharmacy, Inc. or an affiliate thereof ("CVS Entity") is a lessee of Lot 1, any amendment to Sections 3 or 4 of this Reciprocal Easement Agreement shall require the prior written consent of CVS Pharmacy, Inc.

5. <u>Reserved Rights.</u> Subject to the foregoing, (a) Owner 1 reserves the right to use Lot 1 in any manner whatsoever so long as such use does not materially adversely affect the rights granted to the Owner 2 hereunder, and (b) Owner 2 reserves the right to use the Lot 2 in any manner whatsoever so long as such use does not materially adversely affect the rights granted to Owner 1 hereunder.

6. <u>Maintenance.</u> Each of the Owner 1 and Owner 2 (each, a "party") shall be responsible, at its sole cost and expense, for the maintenance and repair of the easements areas located on their respective land ("Easement Areas"). Such maintenance and repair shall include upkeep, replacement, repaving, snow removal, and maintenance of insurance. Prior to performing any maintenance or repair work or taking of any other action that would prevent the exercise of the rights granted hereunder in more than an insignificant manner or for more than an insignificant period of time, the party performing the work or taking the action shall give reasonable notice to the other of its intention with respect thereto and make reasonable accommodations to the needs of the affected party during the impacted period. Should all or any portion of the Easement Areas be disturbed during maintenance or repairs, the party performing the maintenance or repairs shall restore all disturbed areas to at least as good condition as their prior

condition. Should either party fail to maintain or repair the Easement Area for which it is responsible, the other shall have the right, following fifteen (15) days written notice to the other party (unless in the event of an emergency, in which event no notice is required), to cause such maintenance or repair work to be performed and charge the other party for one hundred (100%) percent of any and all costs associated therewith, which charges shall be due and payable within fifteen (15) days of date of invoice therefor. Notwithstanding the foregoing, to the extent any repairs or maintenance are needed to any of the Easement Areas solely as a result of improper or excessive use thereof by the benefitted party, such party shall pay one hundred (100%) percent of the costs associated therewith.

7. <u>Indemnity.</u> Each party shall exonerate, defend, indemnify and save harmless the other from and against any and all claims, actions, damages, liabilities and expenses in connection with the loss of life, personal injury or damage to property occasioned wholly or in part by the use of the Easement Areas by them or any of their guests, employees, invitees or contractors unless such is a result of the gross negligence of the other party or the other party's failure to perform its maintenance and repair obligations.

8. <u>Insurance.</u> Each party shall provide liability coverage for the Easement Areas. Coverage is to insure against bodily injury, property damage and personal and advertising injury. Each policy except Workers Compensation shall name the other party as an additional insured. A Primary and Noncontributory endorsement shall apply in favor of each additional insured with the additional insured's coverage applying on an excess basis. Each policy including Workers Compensation shall include a Waiver of Subrogation in favor of the other party. Coverage shall include Commercial General Liability with limits not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate; Commercial Automobile Liability for owned as well as hired and nonowned vehicles with a limit not less than \$1,000,000 Each Accident Combined Single Limit for bodily Injury and property damage; Workers Compensation, if applicable, with statutory limits as well as Employers Liability with \$1,000,000 Per Occurrence for Bodily Injury, \$1,000,000 Per Employee for Bodily Injury by Disease and \$1,000,000 Policy Limit for Bodily Injury by Disease; and Commercial Umbrella Liability with a limit not less than \$5,000,000 Each Occurrence and \$5,000,000 Annual Aggregate. The insurance company for each policy must be qualified to do business in the Commonwealth of Massachusetts and shall have an A.M. Best Rating of A VI or better. To the extent reasonably available, each policy shall contain a provision that it shall not be cancelled without the carriers providing at least ten (10) days advance written notice to each insured. Each party shall furnish the other a certificate of insurance evidencing the existence of the insurance required to be carried pursuant hereto within fifteen (15) days after written request thereof.

9. <u>Governing Law.</u> This Agreement and any amendments hereto shall be governed by the laws of the Commonwealth of Massachusetts.

10. <u>Modification/Amendment.</u> This grant may only be modified or changed by an agreement in writing of the parties or their successors and/or assigns.

### [END OF TEXT – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have set theirs hands as of the date first above mentioned.

Trapelo Road Realty Trust By: Copley General II, Inc.

By:

Printed Name: \_\_\_\_\_\_ Title: \_\_\_\_\_

Trapelo Partners, LLC, a Massachusetts limited liability company

By:

Printed Name: \_\_\_\_\_\_ Title: \_\_\_\_\_

## [END OF SIGNATURES - NOTARY PAGE FOLLOWS]

### COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017, before me, the undersigned notary public, personally appeared \_\_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as \_\_\_\_\_\_ of Copley General II, Inc., as Trustee of Trapelo Road Realty Trust, under Declaration of Trust dated December 15, 2016.

NOTARY PUBLIC

[Affix Notarial Seal]

Printed Name:\_\_\_\_\_\_ My Commission Expires:\_\_\_\_\_\_

### COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, SS.

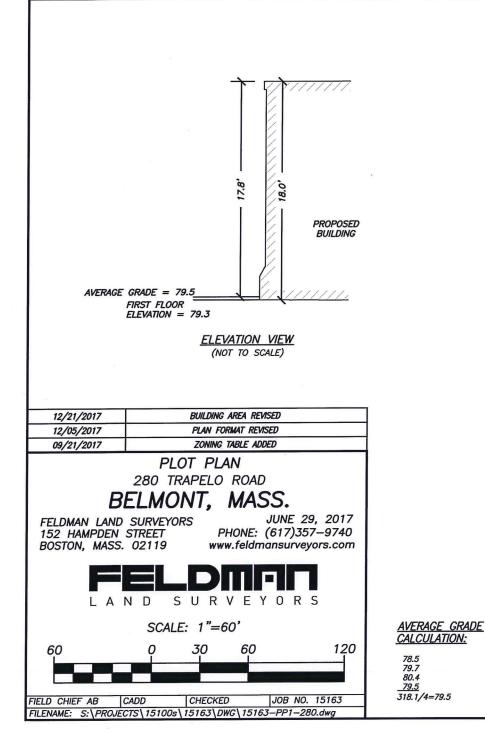
On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017, before me, the undersigned notary public, personally appeared \_\_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Manager of Trapelo Partners, LLC, a Massachusetts limited liability company.

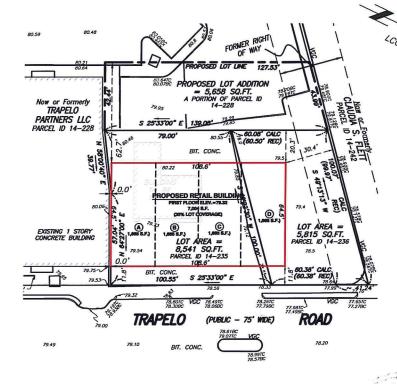
[Affix Notarial Seal]

NOTARY PUBLIC

Printed Name:\_\_\_\_\_\_ My Commission Expires:\_\_\_\_\_\_

Notary Page – Parking and Access Easement Agreement 755243 v3/36014/87





KARI MCCARTHY No. 38714

KARL A. MCCARTHY, PLS (MA# 18714, kam@feldmansurveyors.com

O FEET

20 FEET

SIDE YARD SETBACK

REAR YARD SETBACK

### NOTES:

158561

- BY GRAPHIC PLOTTING ONLY, THE PARCEL SHOWN HEREON LIES WITHIN A ZONE "X" (UNSHADED), AN AREA OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD, AS SHOWN ON THE FEDERAL EMERCENCY MANAGEMENT AGENCY (F.E.M.A) FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR MIDDLESEX COUNTY, MASSACHUSETTS, MAP NUMBER 25017C0418E, TOWN OF BELMONT COMMUNITY NUMBER 250182, PANEL NUMBER 0418E, HAVING AN EFFECTIVE DATE OF JUNE 4, 2010.
- NO PUBLIC SHADE TREES ARE LOCATED WITHIN THE LIMITS OF THE PROPERTY FRONTAGE OF THE SUBJECT PROPERTY.
- 3) THIS DOCUMENT IS AN INSTRUMENT OF SERVICE OF FELDMAN LAND SURVEYORS ISSUED TO OUR CLIENT FOR PURPOSES RELATED DIRECTLY AND SOLELY TO FELDMAN LAND SURVEYORS' SCOPE OF SERVICES UNDER CONTRACT TO OUR CLIENT FOR THIS PROJECT. ANY USE OR REUSE OF THIS DOCUMENT FOR ANY REASON BY ANY PARTY FOR PURPOSES UNRELATED DIRECTLY AND SOLELY TO SAID CONTRACT SHALL BE AT THE USER'S SOLE AND EXCLUSIVE RISK AND LIABILITY, INCLUDING LIABILITY FOR VIOLATION OF COPYRIGHT LAWS, UNLESS WRITTEN CONSENT IS PROVIDED BY FELDMAN LAND SURVEYORS.
- 4) THE NEW RETAIL BUILDING AS SHOWN HEREON WAS SUPPLIED BY BLACKSTONE BLOCK ARCHITECTS ON A PLAN ENTITLED "SITE LAYOUT & MATERIALS PLAN C-1", DATED JUNE 8, 2017.
- 5) NO WETLAND RESOURCE AREAS WERE OBSERVED.
- NO PUBLIC SHADE TREES ARE LOCATED WITHIN THE LIMITS OF THE PROPERTY FRONTAGE OF THE SUBJECT PROPERTY.

ZONING ANALYSIS	(UPON CONSOLIDATION	N OF PARCEL ID 14–228, 14–235 AND 14–236)
	<u>REQUIRED</u>	<u>PROVIDED</u>
LOT SIZE	-	20,014 SQ. FT. (UPON CONSOLIDATION)
LOT COVERAGE	35%	35%
OFF/ON-STREET PARKING	29	29 (AS SHOWN ON SITE LAYOUT & MATERIAL PLAN C-1)
FRONT YARD SETBACK	10 FEET	11± FEET

O FEET

62± FEET

OWNER: TRAPELO ROAD 280 REALTY TRUST
LOC. NO.: 280 LOT NO.: 14–235 APP. NO.: DATE: 6–29–2017 SCALE: 1"=60'

# Zoning Compliance Check List (Registered Land Surveyor)

MCCUTHY 280 Trapelo Road, Belmont, MA Zone: LB III Property Address: NO

Surveyor Signature and Stamp:

38714

MAPLE.

Date: 12-21-2017 111

	REQUIRED	EXISTING	PROPOSED
Lot Area		20,014 sq. ft.	20,014 sq. ft.
Lot Frontage	20'	160.9'	160.9'
Floor Area Ratio	1.05		0.35
Lot Coverage	35%	35%	35%
Open Space			
Front Setback	10'	11.8'	11.8'
Side Setback	0'	0.0'	0.0'
Side Setback	0'	30.4'	30.4
Rear Setback	20'	62.7	62.7
Building Height	28'	N/A	18.0'
Stories	2	N/A	1
1/2 Story Calculation N/A			

NOTES: Plan References: "Site Layout and Materials Plan C-1", by Blackstone

Block Architects, dated June 8, 2017; "Plot Plan, 280 Trapelo Road, Belmont,

Mass." by Feldman Land Surveyors, dated June 29, 2017, revised to December

21, 2017.

# NEW RETAIL BUILDING - 288 TRAPELO ROAD BELMONT, MA

<u>OWNER:</u> COPLEY INVESTMENTS COMPANIES 10 Newbury Street Boston, MA 02116



ARCHITECT Blackstone Block Architects, Inc. 7 Marshall Street, Suite 301

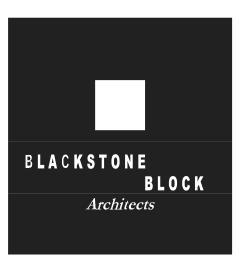
Boston, MA 617–720–3599

Civil Engineers

**H.W. Moore Associates** 121 East Berkeley Street Boston, MA 02118 617–357–8145

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7 Marshall Street Boston MA 02108 telephone 617.720.3599 facsimile 617.720.1242 www.blackstoneblock.com

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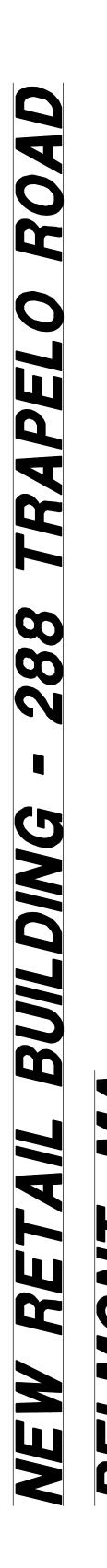
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ISTING SURVEY OT PLAN E LAYOUT & MATERIALS PLAN E GRADING & UTILITY PLAN E DETAILS PLAN OPOSED LANDSCAPE PLAN

# RCHITECTURAL

ST FLOOR PLAN OF PLAN TERIOR ELEVATIONS RTIAL BUILDING & SITE SECTION ® NEW STOREFRONT REETSCAPE PHOTOGRAPHS



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() ()	WATER MANHOLE MANHOLE
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*	WATER SHUT OFF/WATER GATE
•	BOLLARD
Щ. Ш	HYDRANT CATCH BASIN
щ	GUY POLE
	TRAFFIC SIGNAL
С	UTILITY POLE
<b>\$</b>	LIGHT POLE
MAIL	MAILBOX SIGN
	OBSERVATION WELL
*	CONIFEROUS TREE
0	DECIDIOUS TREE
* 0	WALK LIGHT
EB	CURB RETURN ELECTIC HANDHOLE
ж-ф	UTILITY POLE W/ LIGHT
。 CO	-
● GP	GATE POST
GM	GAS METER
	TRASH RECEPTACLE TRANSFORMER
	STANDPIPE/SIAMESE CONNECTION
Ê	HANDICAP PARKING SPACES
• AD	
BC	
BIT BK	BITUMINOUS
BOT=	BOTTOM ELEVATION
BS	
	BOTTOM OF WALL
	CALCULATED CONCRETE CURB
	CONCRETE
	ENTRANCE
FFE	FINISHED FLOOR ELEVATION
	INVERT ELEVATION
LCC NVP	LAND COURT CASE NO VISIBLE PIPES
	RIM ELEVATION
REC	RECORD
SQ. FT.	SQUARE FEET
STF	STOKADE FENCE TEMPORARY BENCH MARK
	TOP OF CURB
TOD	TOP PF DEBRIS
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TT <del>=</del> TW	TOP OF TRAP TOP OF WALL
VGC	VERTICAL GRANITE CURB
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E	ELECTRIC
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85.96 83.58

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(10"PVC) I(c)=70.6 (18"PVC) I(d)=69.7

81.85TC 81.41BG R=81.08-

E R=81.72 239.10'

( A A A

T AVENUE

PARY LING

FFE=80.9(CARPET)

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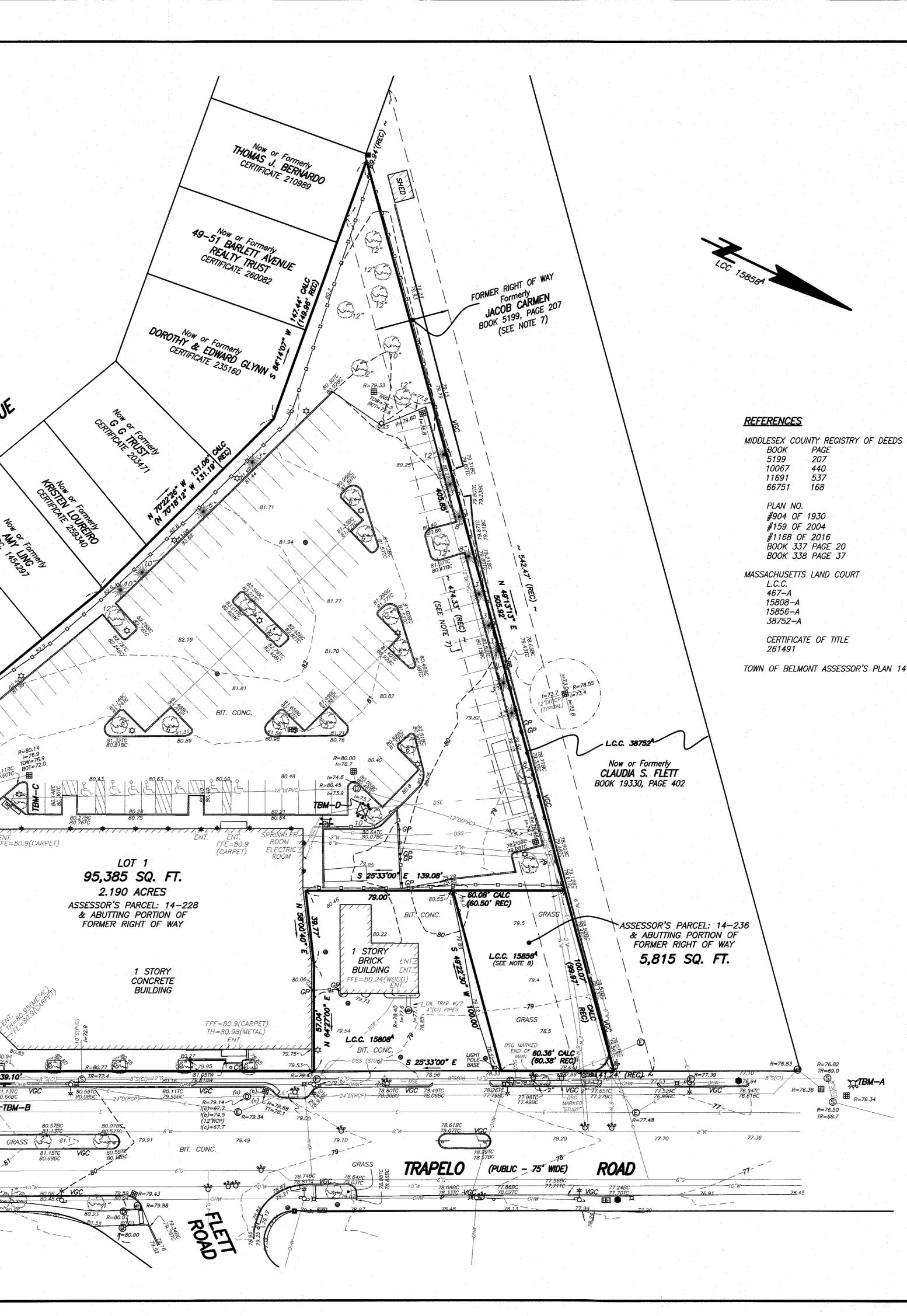
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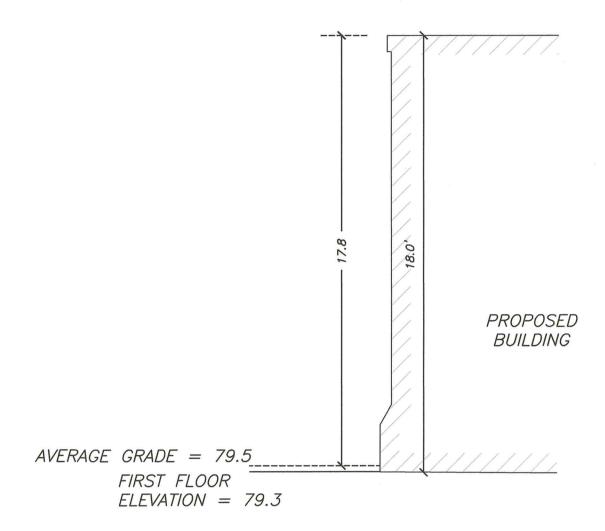
# NOTES:

1)	BENCH MARK INFORMATION:
	BENCH MARK USED: HYDRANT BOLT LOCATED ON FLETT ROAD BETWEEN TRAPELO ROAD AND WILSON ROAD AVENUE. ELEVATION=79.44'
	TEMPORARY BENCH MARKS SET: TBM—A: RIGHT FRONT BOLT ON HYDRANT AT LEFT CORNER OF #310 TRAPELO ROAD. ELEVATION=79.25
-	TBM—B: RIGHT FRONT BOLT ON HYDRANT AT ENTRANCE TO #270 TRAPELO ROAD, AS SHOWN HEREON. ELEVATION=84.35
	TBM—C: MAG—NAIL IN CONCRETE LIGHT POLE BASE, AS SHOWN HEREON. ELEVATION=80.97
	TBM—D: MAG—NAIL IN SOUTHWEST CORNER OF CONCRETE PAD, AS SHOWN HEREON. ELEVATION = 81.02
2)	ELEVATIONS REFER TO TOWN OF BELMONT DATUM.
3)	CONTOUR INTERVAL EQUALS ONE (1) FOOT.
4)	BY GRAPHIC PLOTTING ONLY, THE PARCEL SHOWN HEREON LIES WITHIN A ZONE "X" (UNSHADED), AN AREA OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR MIDDLESEX COUNTY, MASSACHUSETTS, MAP NUMBER 25017C0418E, TOWN OF BELMONT COMMUNITY NUMBER 250182, PANEL NUMBER 0418E, HAVING AN EFFECTIVE DATE OF JUNE 4, 2010.
5)	UTILITY INFORMATION SHOWN IS BASED ON BOTH A FIELD SURVEY AND PLANS OF RECORD. THE LOCATIONS OF UNDERGROUND PIPES AND CONDUITS HAVE BEEN DETERMINED FROM THE AFOREMENTIONED RECORD PLANS AND ARE APPROXIMATE ONLY. WE CANNOT ASSUME RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES THAT ARE OMITTED OR INACCURATELY SHOWN ON SAID RECORD PLANS, SINCE SUBSURFACE UTILITIES CANNOT BE VISIBLY VERIFIED. BEFORE PLANNING FUTURE CONNECTIONS, THE PROPER UTILITY ENGINEERING DEPARTMENT SHOULD BE CONSULTED AND THE ACTUAL LOCATION OF SUBSURFACE STRUCTURES SHOULD BE DETERMINED IN THE FIELD. CALL, TOLL FREE, THE DIG SAFE CALL CENTER AT 1–888–344–7233 SEVENTY-TWO HOURS PRIOR TO EXCAVATION.
6)	THIS DOCUMENT IS AN INSTRUMENT OF SERVICE OF FELDMAN LAND SURVEYORS ISSUED TO OUR CLIENT FOR PURPOSES RELATED DIRECTLY AND SOLELY TO FELDMAN LAND SURVEYORS' SCOPE OF SERVICES

- AND SOLELY TO FELDMAN LAND SURVEYORS' SCOPE OF SERVICES UNDER CONTRACT TO OUR CLIENT FOR THIS PROJECT. ANY USE OR REUSE OF THIS DOCUMENT FOR ANY REASON BY ANY PARTY FOR PURPOSES UNRELATED DIRECTLY AND SOLELY TO SAID CONTRACT SHALL BE AT THE USER'S SOLE AND EXCLUSIVE RISK AND LIABILITY, INCLUDING LIABILITY FOR VIOLATION OF COPYRIGHT LAWS, UNLESS WRITTEN CONSENT IS PROVIDED BY FELDMAN LAND SURVEYORS.
- 7) A PORTION OF THE FORMER RIGHT OF WAY HAS BEEN ALLOCATED TO THE ABUTTING LOCUS PARCELS IN ACCORDANCE WITH A LEGAL OPINION, CITING THE DERELICT FEE STATUE [M.G.L.C.h 183, SECTION 58], PROVIDED BY DAVID L. DOYLE, OF BERNKOPF GOODMAN LLP, ON NOVEMBER 30, 2016.
- 8) ASSESSOR'S PARCEL 14–236, SHOWN ON LAND COURT PLAN 15856, HAS BEEN VOLUNARILY WITHDRAWN FROM REGISTRATION.

I CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY AND RECORD PLANS, DEEDS AND CERTIFICATES OF TITLE. KARL MCCARTHY Fall. Michtle 05-05-2017 NO. 38714 DATE KARL A. MCCARTHY, PLS (MA# 38714) /kam@feldmansurveyors.com// 05/03/2017 ASSESSOR'S PARCEL 14-236 FIELD UPDATED; UTILITIES UPDATED 01/05/2017 BOUNDARY REVISED EXISTING CONDITIONS PLAN 270 TRAPELO ROAD ₩TBM-BELMONT, MASS. .≓ ⊞ <sub>R=76.34</sub> FELDMAN LAND SURVEYORS JUNE 9, 2016 PHONE: (617)357-9740 152 HAMPDEN STREET BOSTON, MASS. 02119 www.feldmansurveyors.com \_DMFIT SURVEYORS 120 SCALE: 1"=30' RESEARCH SCH FIELD CHIEF AB PROJ MGR KAM APPROVED SHEET NO. 1 OF 1 CADD SCH FIELD CHECKED CRD FILE 15163 JOB NO. 15163 CALC SCH FILENAME: S:\PROJECTS\15100s\15163\DWG\15163-EC(rev2).dwg

S



ELEVATION VIEW

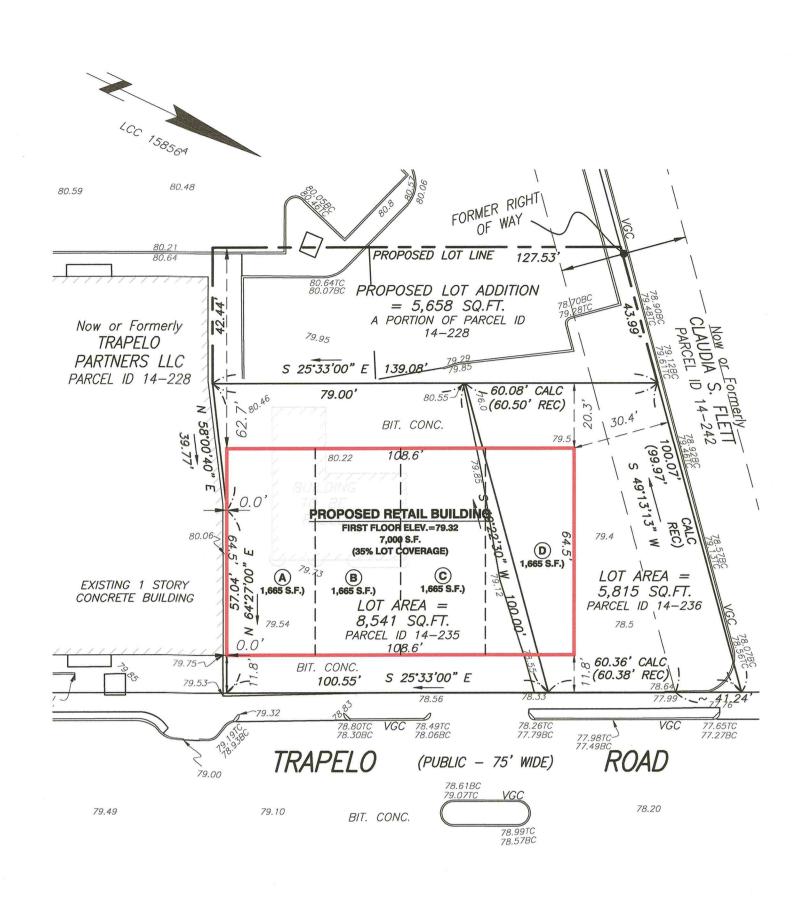
ZONING ANALYSIS (UPON CONSOLIDATION OF PARCEL ID 14-228, 14-235 AND 14-236

<u>PROVIDED</u> 20,014 SQ. FT. (UPON CONSOLIDATION) 35% 11± FEET O FEET 62± FEET

\* THE ZONING ANALYSIS AS SHOWN HEREON WAS SUPPLIED BY BLACKSTONE BLOCK ARCHITECTS ON A PLAN ENTITLED " SITE LAYOUT AND MATERIALS PLAN C-1", DATED JUNE 8, 2017.

> AVERAGE GRADE CALCULATION:

78.5 79.7 80.4 \_\_\_\_\_\_\_\_ 318.1/4=79.5



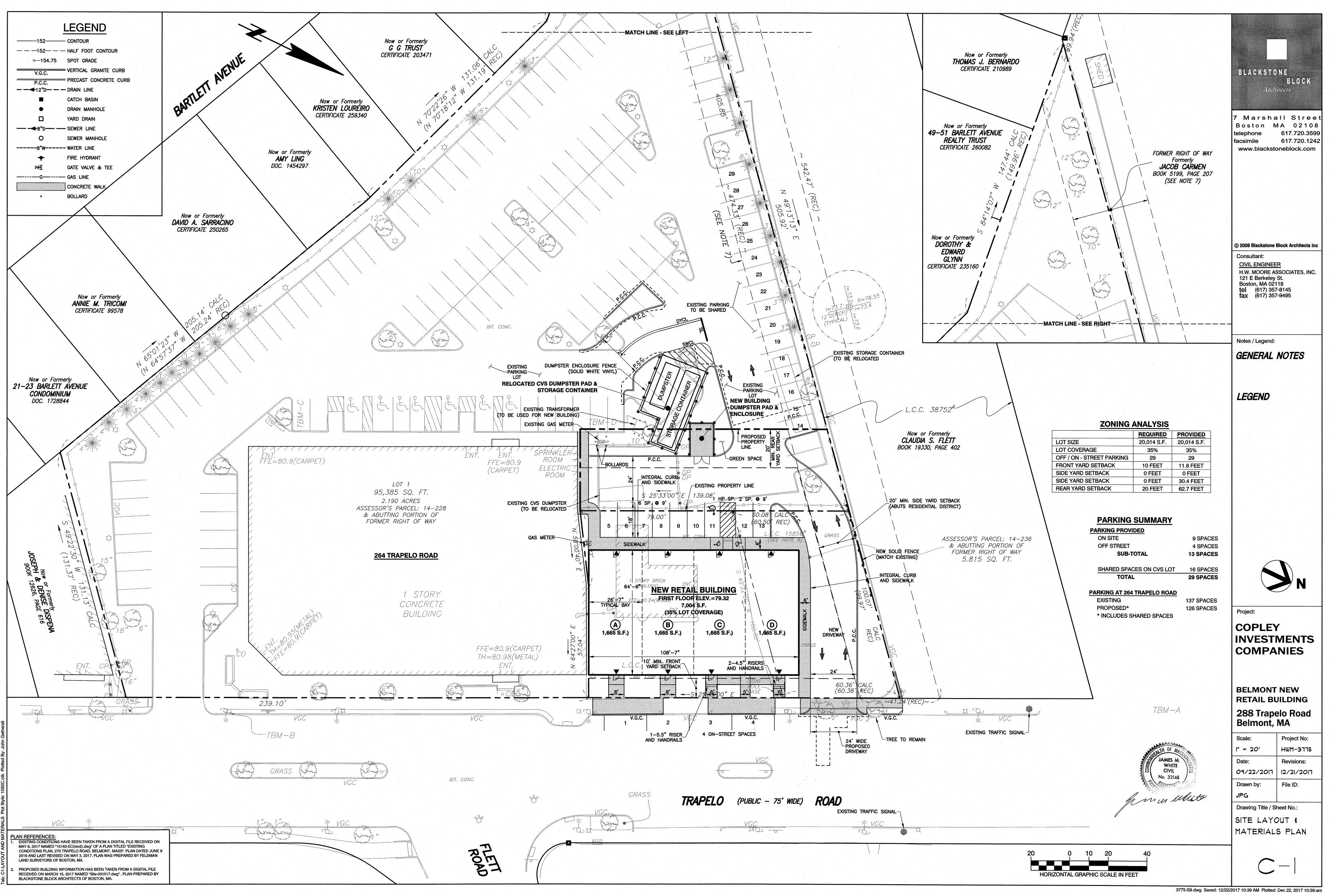
28 (AS SHOWN ON SITE LAYOUT & MATERIAL PLAN C-1)

# NOTES:

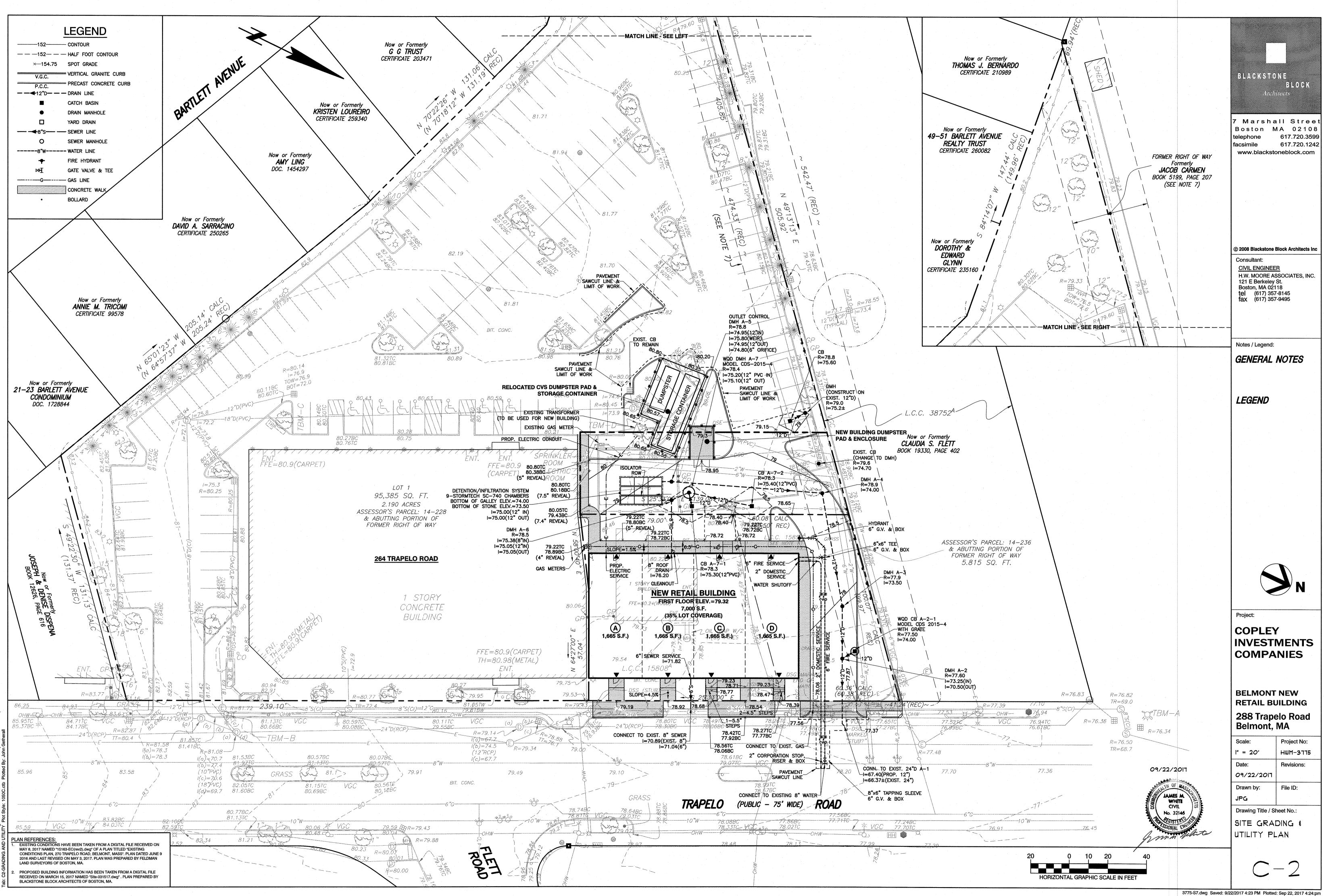
- 1) BY GRAPHIC PLOTTING ONLY, THE PARCEL SHOWN HEREON LIES WITHIN A ZONE "X" (UNSHADED), AN AREA OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR MIDDLESEX COUNTY, MASSACHUSETTS, MAP NUMBER 25017C0418E, TOWN OF BELMONT COMMUNITY NUMBER 250182, PANEL NUMBER 0418E, HAVING AN EFFECTIVE DATE OF JUNE 4, 2010.
- 2) NO PUBLIC SHADE TREES ARE LOCATED WITHIN THE LIMITS OF THE PROPERTY FRONTAGE OF THE SUBJECT PROPERTY.
- 3) THIS DOCUMENT IS AN INSTRUMENT OF SERVICE OF FELDMAN LAND SURVEYORS ISSUED TO OUR CLIENT FOR PURPOSES RELATED DIRECTLY AND SOLELY TO FELDMAN LAND SURVEYORS' SCOPE OF SERVICES UNDER CONTRACT TO OUR CLIENT FOR THIS PROJECT. ANY USE OR REUSE OF THIS DOCUMENT FOR ANY REASON BY ANY PARTY FOR PURPOSES UNRELATED DIRECTLY AND SOLELY TO SAID CONTRACT SHALL BE AT THE USER'S SOLE AND EXCLUSIVE RISK AND LIABILITY, INCLUDING LIABILITY FOR VIOLATION OF COPYRIGHT LAWS, UNLESS WRITTEN CONSENT IS PROVIDED BY FELDMAN LAND SURVEYORS.
- 4) THE NEW RETAIL BUILDING AS SHOWN HEREON WAS SUPPLIED BY BLACKSTONE BLOCK ARCHITECTS ON A PLAN ENTITLED "SITE LAYOUT & MATERIALS PLAN C-1", DATED JUNE 8, 2017.
- 5) NO WETLAND RESOURCE AREAS WERE OBSERVED.
- 6) NO PUBLIC SHADE TREES ARE LOCATED WITHIN THE LIMITS OF THE PROPERTY FRONTAGE OF THE SUBJECT PROPERTY.

KARL MCCARTHY NO. 38714 RCCARTHY NO. 38714 RCCARTHY NO. 38714 RCCARTHY NO. 38714		A. MCCARTHY, PLS feldmansurveyors.co		017
09/21/20	017		ZONING TABLE ADDE	ED
		PLOT 1 80 TRAPE MONT	LO ROAD	S.
152 HAI	N LAND SU MPDEN STR , MASS. 02	REET	PHONE:	JUNE 29, 2017 (617)357—9740 insurveyors.com
	L	AND SUR	V E Y O R S	
30	0	15 30	60	120
		SCALE: 1"	=30'	
RESEARCH	FIELD CHIEF AB	PROJ MGR KAM	APPROVED	SHEET NO. 1 OF 1
CALC	CADD	FIELD CHECKED	CRD FILE 15163	JOB NO. 15163
FILENAME: S:\PF	ROJECTS\15100s\	15163\DWG\15163-	PP1-280.dwg	

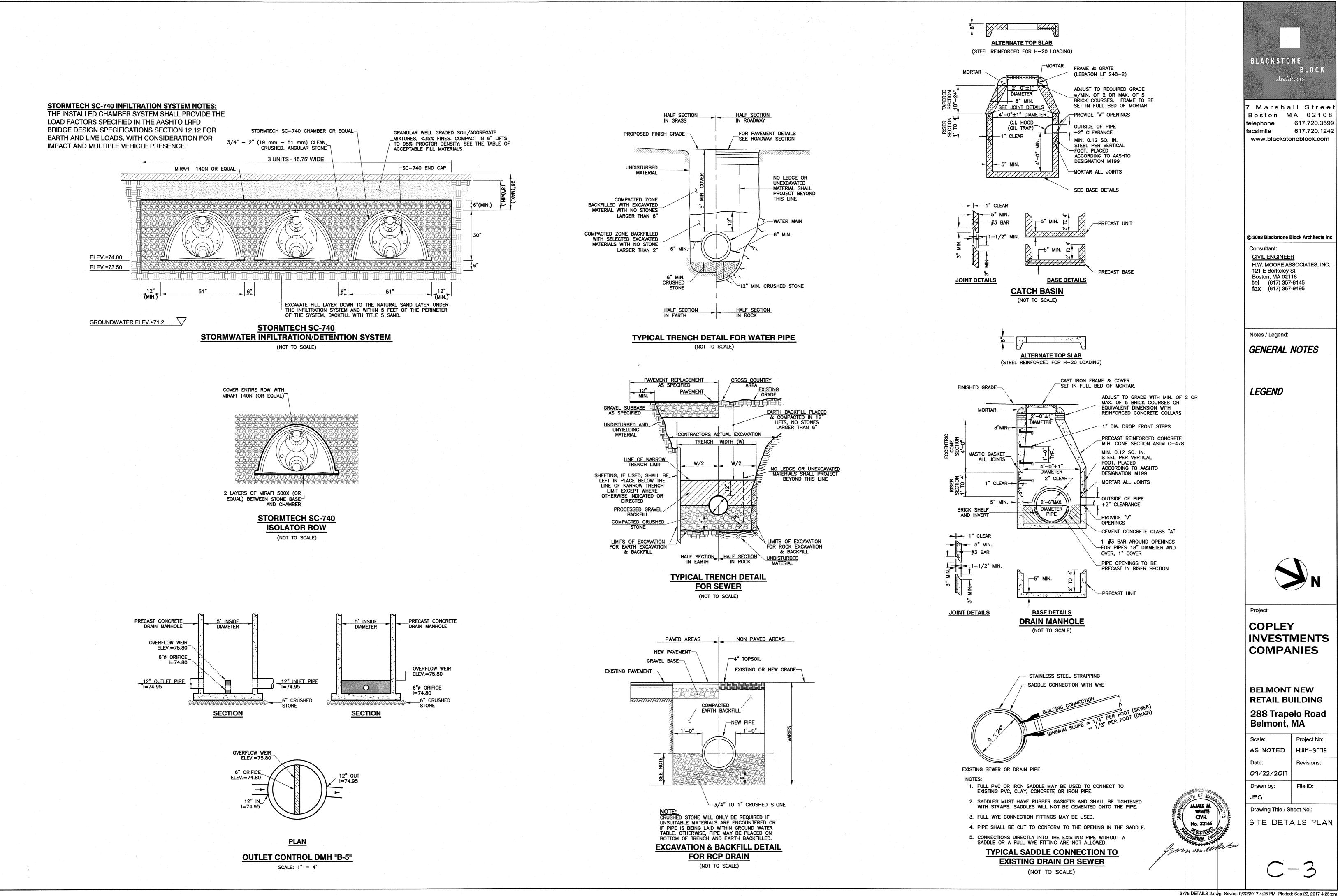
OWNER: TRAPELO ROAD 280 REALTY TRUST

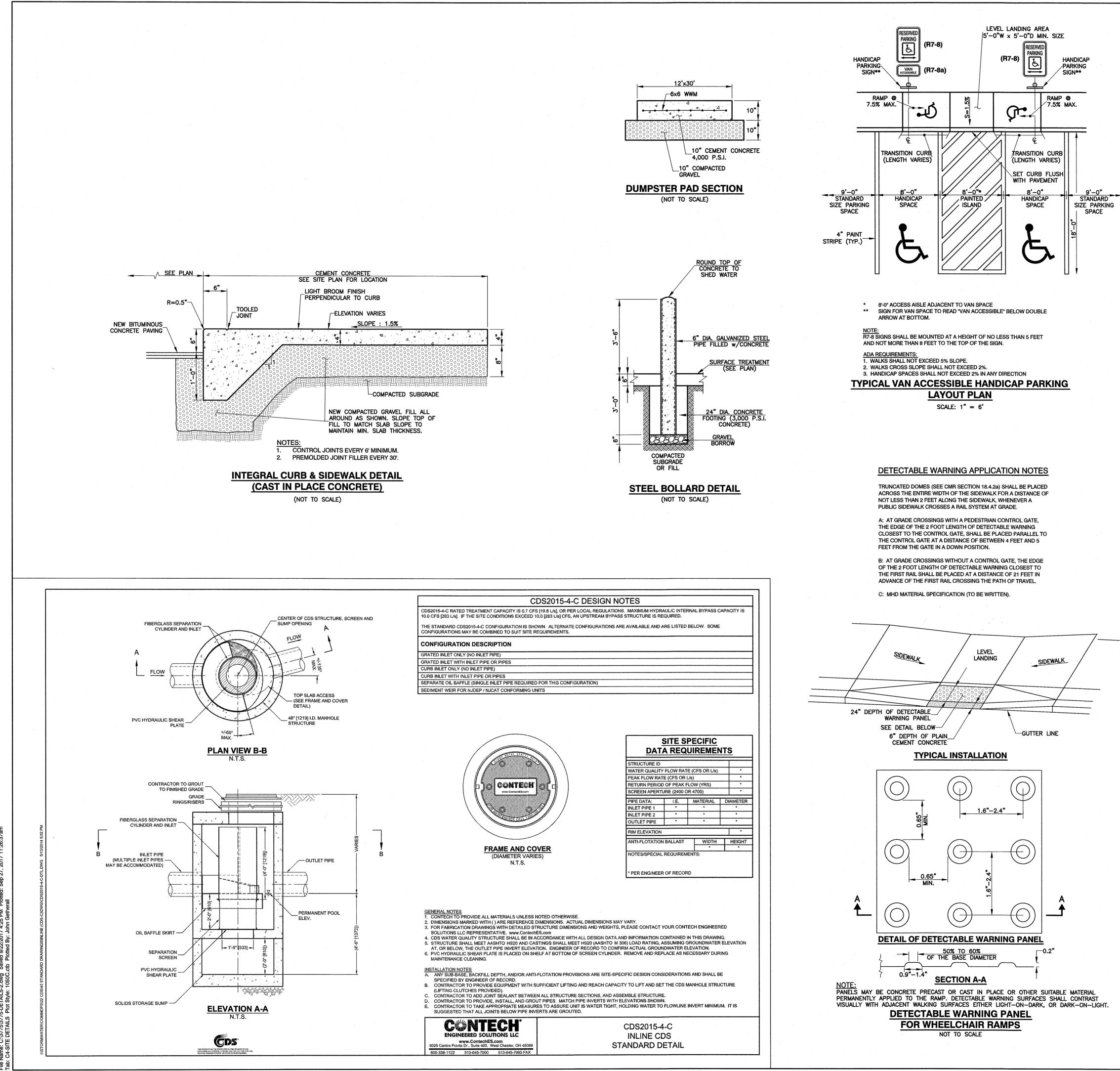


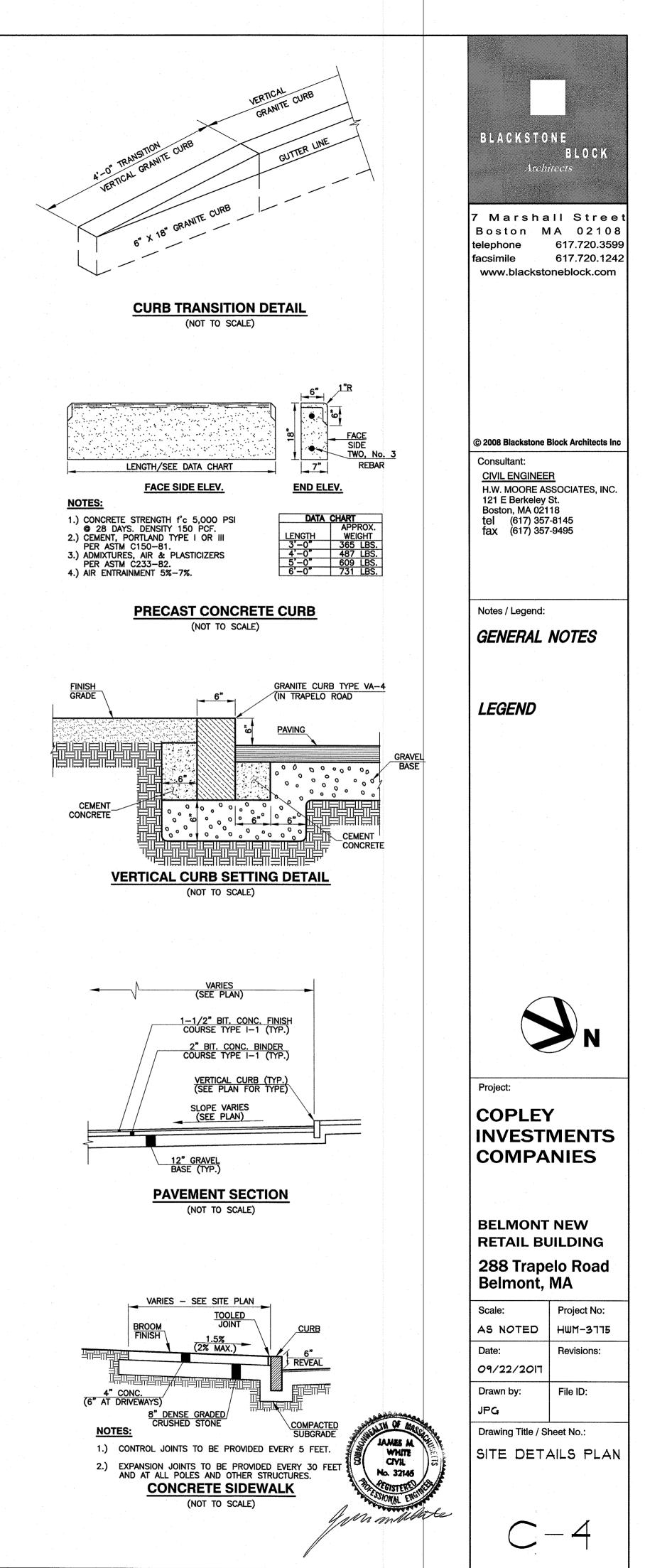
C:\3775\3775-S9.dwg Saved 12/22/2017 10:39 AM Plotted: Dec 22, 2017 VOLIT AND MATTERIALS Plot Style: 1050C cth Plotted Bv: John Getherall



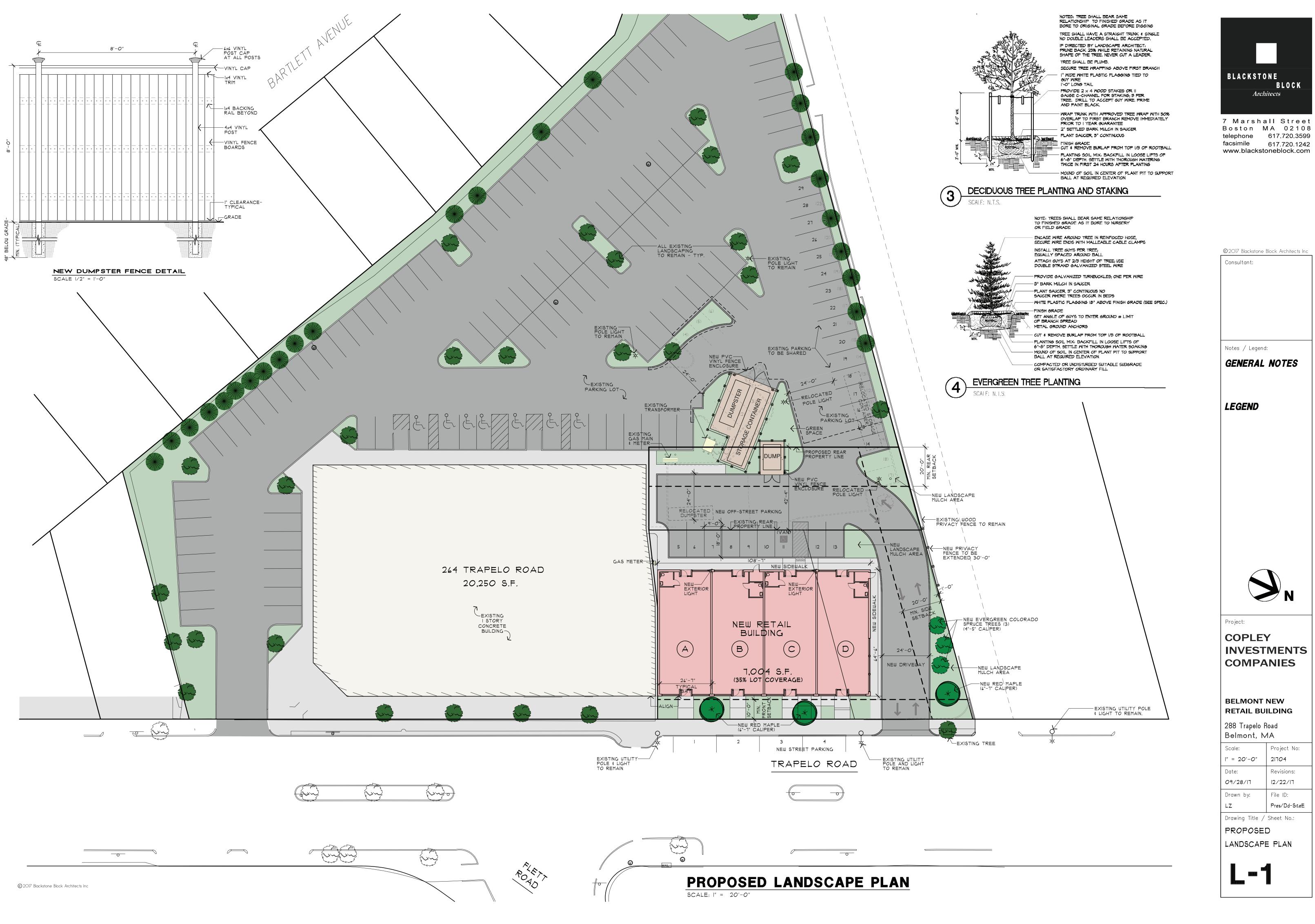
C:(3775/3775-S7.dwg Saved 9/22/2017 4:23 PM Plotted: Sep 22, 2

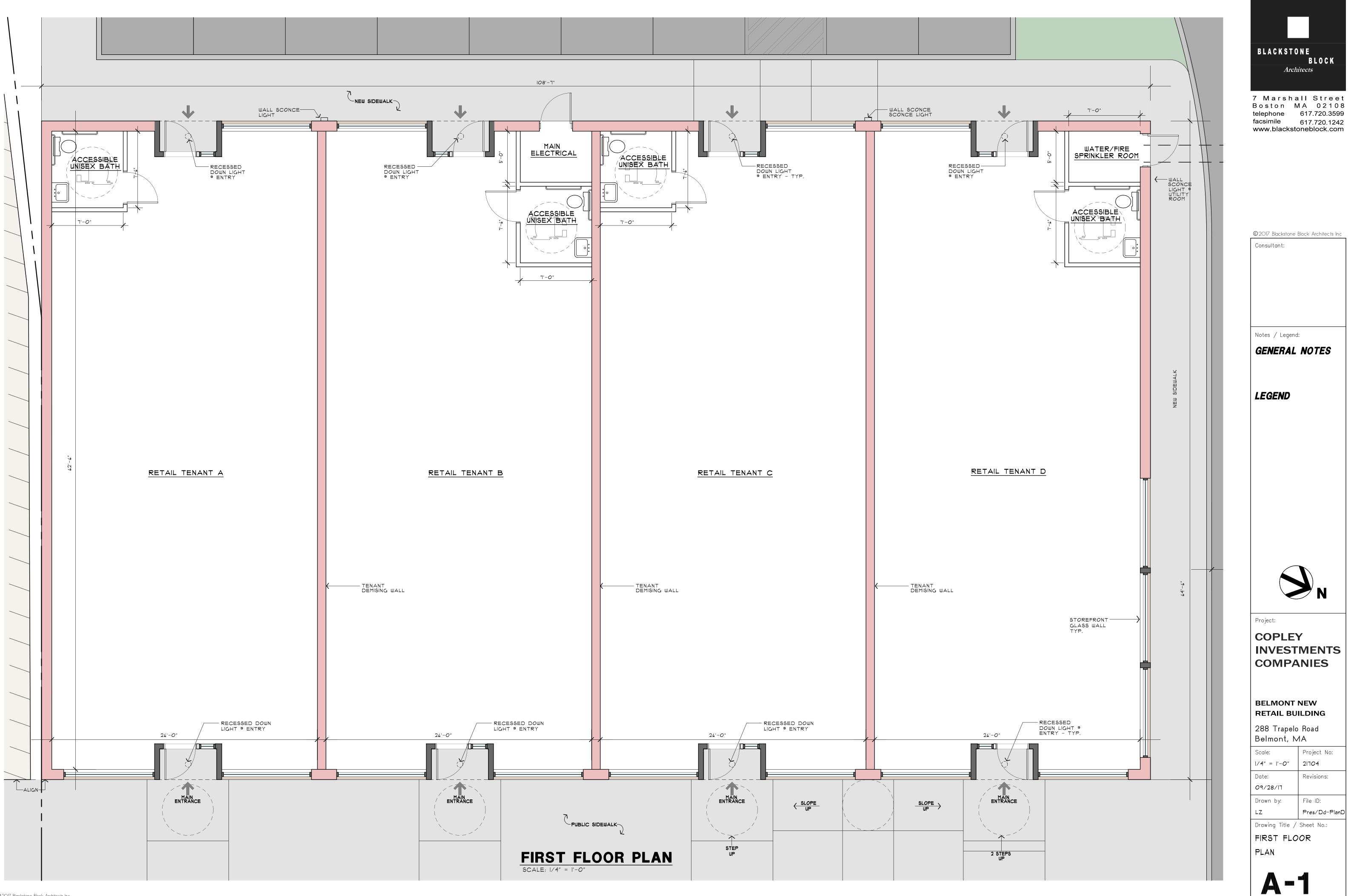


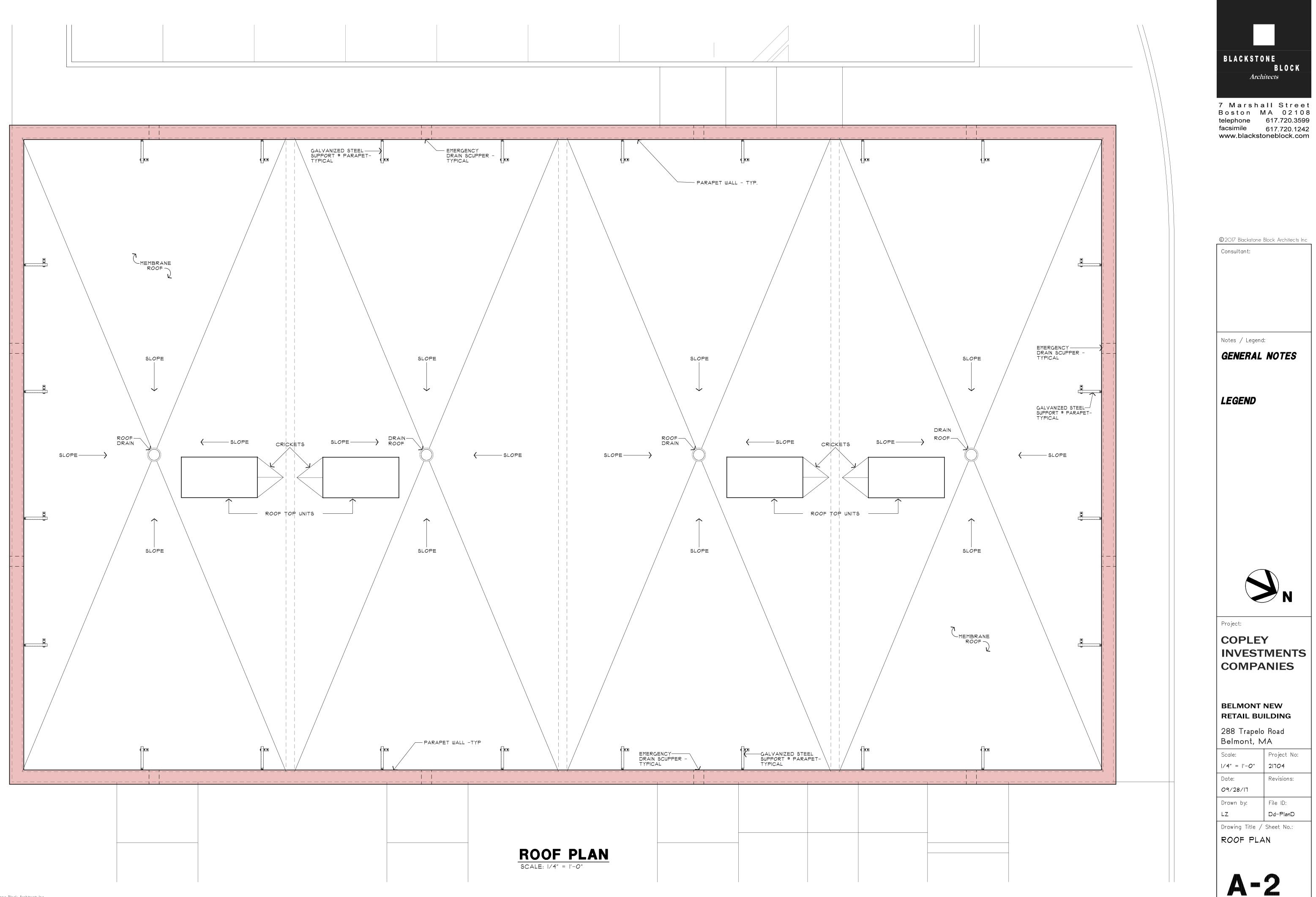


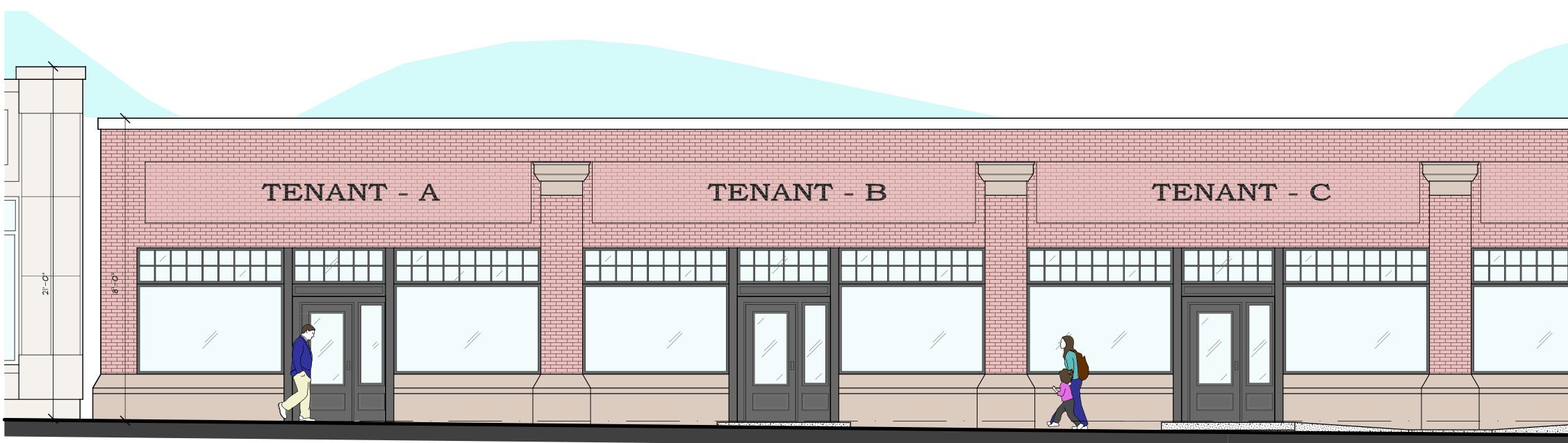


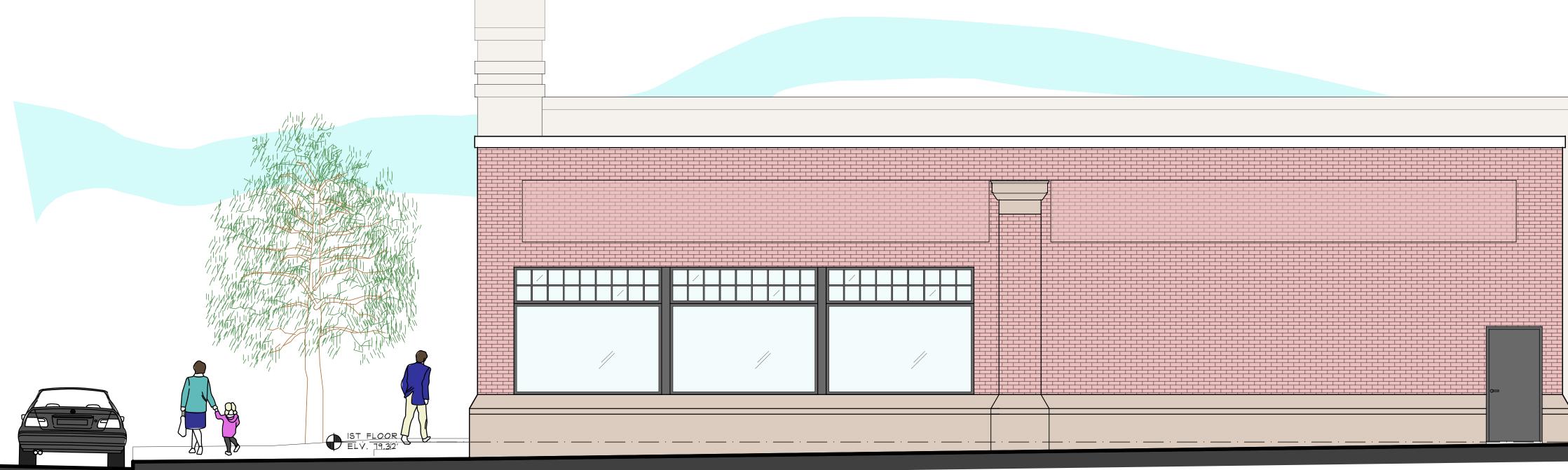
3775-DETAILS-2.dwg Saved: 9/22/2017 4:25 PM Plotted: Sep 27, 2017 11:26:am

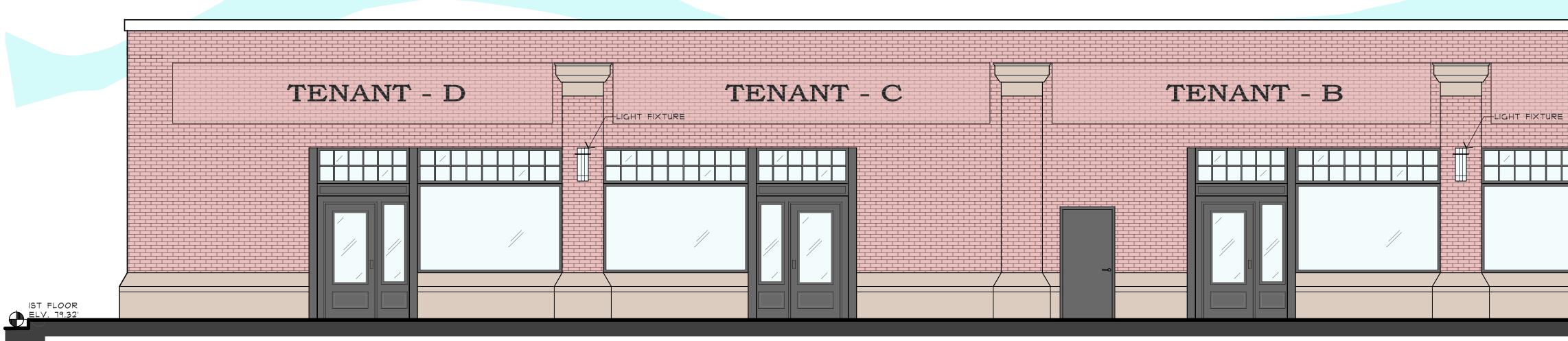












 $\bigcirc$  2017 Blackstone Block Architects Inc

# STREET ELEVATION @ TRAPELO RD.

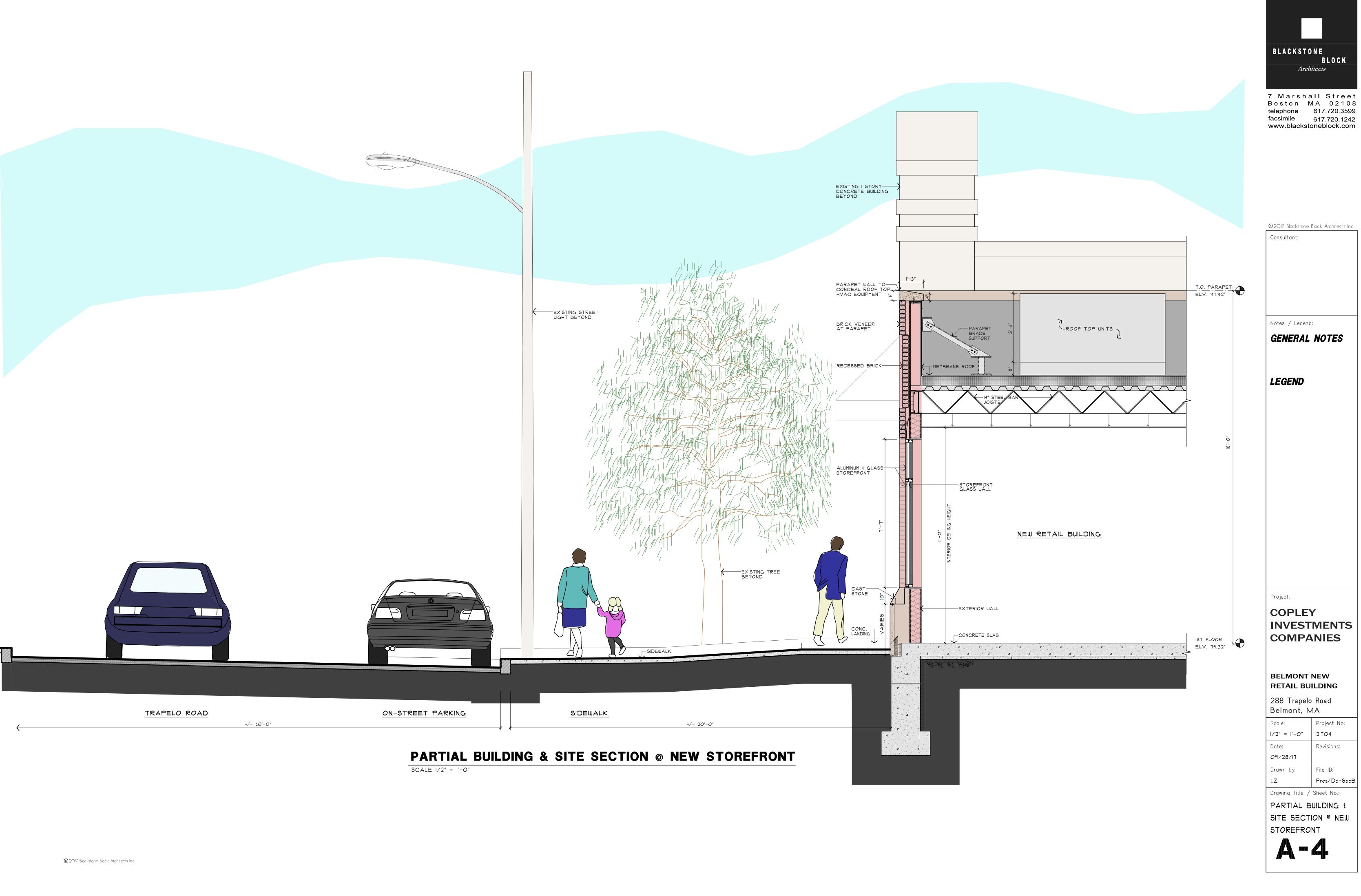
SCALE: 1/4" = 1'-0"

# SCALE: 1/4" = 1'-O"

# **REAR PARKING LOT ELEVATION**

SCALE: 1/4" = 1'-0"









BELMONT FIRE HEADQUARTERS

# TRAPELO ROAD - LOOKING EAST

PROJECT SITE: 280-292 TRAPELO ROAD

# **TRAPELO ROAD - LOOKING WEST**

>



7 Marshall Street Boston MA 02108 telephone 617.720.3599 facsimile 617.720.1242 www.blackstoneblock.com

©2017 Blackstone E	Block Architects Inc
Consultant:	
Notes / Legend	
<b>GENERAL</b>	NOTES
LEGEND	
Project:	
COPLE	
INVEST	
COMPA	INIES
BELMONT I	
288 Trapelo	
Belmont, N	
Scale:	Project No: 21704
Data	Revisions:
Date: 09/28/17	IVENISIOUS:
	File ID:
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# Gary B Simon, General Partner of Copley Investments

Invites you to an open house to preview our proposal for the development of

280-292 Trapelo Rd – 4 Store Retail Block



On Tuesday, October 17, 2017, 7pm to 9pm

At the Beech Street Community Center Conference Room (Second Floor) 266 Beech Street Belmont MA 02478

# Application form for Rental of the Beech Street Center

By signing below, I hereby agree to abide by all of the Policies and Conditions of Use for the Beech Street Center, and all of the laws and bylaws of the Commonwealth of Massachusetts and the Town of Belmont.

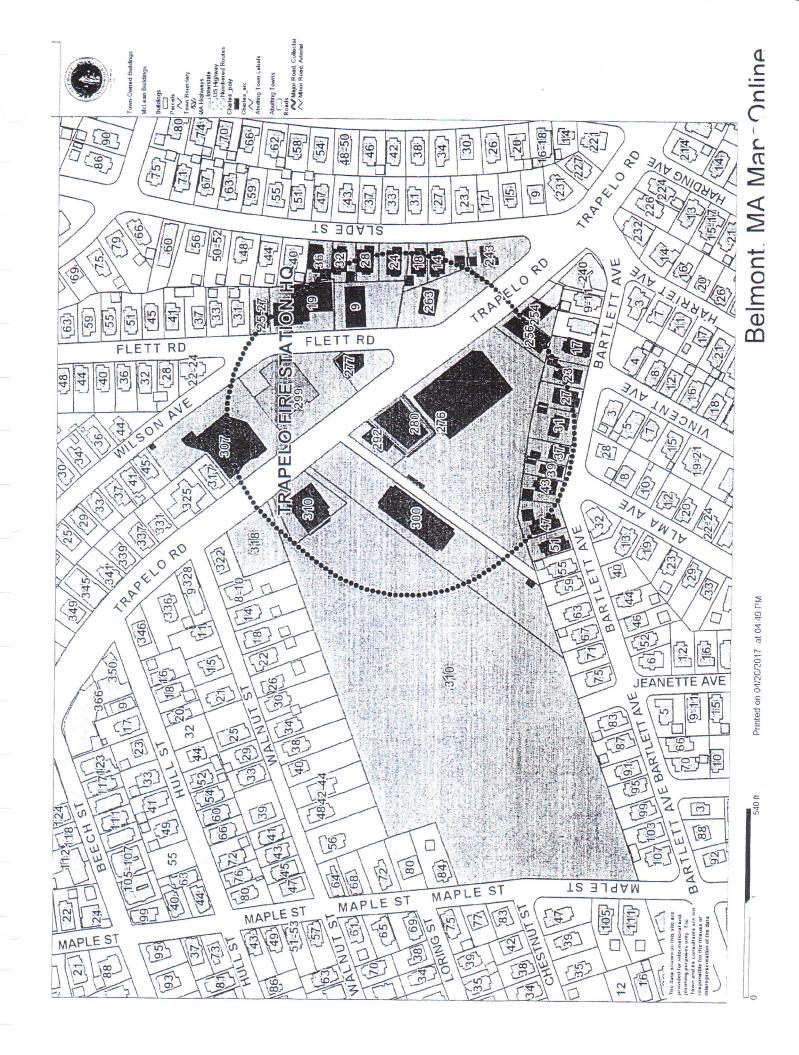
Date: Sept 17, 2017 Applicant's signature:

Approval of reservations is granted with the understanding that the Town of Belmont, its employees or agents shall not be responsible for injuries sustained on the premises or adjacent grounds. Approval of reservation is granted with the understanding that the Applicant shall reimburse the Town of Belmont for any property damage.

CONTACT INFORMATION
Organization/Individual: Gary BSimon / 280-292 Timpelo Rd Development
Mailing Address 10 Newbury St Boston MA 02116
Mailing Address 10 Newbury St, Boston MA 02116 Telephone: 617-367-6828 E-mail Address: <u>gary @ copky-investments</u> com
Classification of Renter:
EVENT INFORMATION
Date of event: 10-17-17 <sub>Room Requested</sub> :
Start Time (include set up) 7 AM PMX End Time 9 AM PMX
If using large part of MP Room will platform be used? Yes_ No If yes, for what purpose? Please
describe.
Type and purpose of event: Private Meeting - Developen and Abutter
Will admission be charged? Yes No 2
Estimated number of attendees: $10 - 15$
Furniture/Equipment needs:* Tables: Round (seat 6) Rectangular (seat 6)
Eddie of Roy Chairs: With arms <u>4</u> Without arms <u></u> Podium and microphone (at \$30 additional charge) Yes <u>No</u>
Overhead projector and screen (at \$20 additional charge) Yes No
* Please note that tablecloths, silverware, china, and glassware are NOT provided by the Town.
Will refreshments be served? Yes No $\searrow$ (If refreshments are served a food permit is required.) Will food be catered? Yes No
Will kitchen be used? Yes No (Only licensed caterers will be permitted to use the kitchen.)   Will alcohol be served? Yes No   Will lit candles be used? Yes No
Will balloons be used? Yes No (If "yes" a balloon damage deposit will be charged of \$50). This deposit will be returned if balloons do not escape into the high ceiling and coil around fans.
Please provide caterer's contact information:
09-20-16 617 993-2975 Pental Novan
617-993-2970 Front Dock
[[1]][1]][1]][1]][1]][1]][1]][1]][1]][1

Visitors Log Oct 17, 2017 7-9p

Address Name Comments BELMONT 11101 Cr. 119 DE-15 Bartlett LH/112 102han 268 Trajulo Rd burnering tere I burning t Marca 16 alabratist nanian SARNO 30 Waverley Terraco, Belmont



	OWNER	MAILING ADDRESS	TOWN	STATE	ZIP	PROPERTY
· T-+T	KRAUS TE JONATHAN E	243 TRAPELO RD	BELMONT	MA	02478	243 TRAPELO RD
14-2	GASPAR TRS MARIA L	227 PARKER ST	ACTON	MA	01720	12-14 SLADE ST
14-213	VILLARROEL TRS HELENA A ZARECKI & JULIO VILLARROEL	42 PROSPECT ST	BELMONT	MA	02478	49-51 BARTLETT AVE
14-214	GLYNN TE DOROTHY	47 BARTLETT AVE	BELMONT	MA	02478	45-47 BARTLETT AVE
14-215	MOURATIAN LE GIZELLA	43 BARTLETT AVE	BELMONT	MA	02178	41-43 BARTLETT AVF
14-216	LOUREIRO KRISTEN	39 BARTLETT AVE	BELMONT	MA	02478	39 BARTLETT AVE
14-217	GREENE TE KATHLEEN G	37 BARTLETT AVENUE	BELMONT	MA	02478	37 BARTLETT AVE
14-219	SARRACINO DAVID A	31 BARTLETT AVE	BELMONT	MA	02478	31 BARTLETT AVE
14-220	TRICOMI TC JAMES	25 BARTLETT AVE	BELMONT	MA	02478	25-27 BARTLETT AVE
14 221 21	MORENO FERNANDO JOSE MARTELL	21 BARTLETT AVE	BELMONT	MA	02478	21 BARTLETT AVE, UNIT 21
14-221-23	UVAYDOV TE MASANEL	23 BARTLETT AVE	BELMONT	MA	02478	23 BARTLETT AVE, UNIT 23
14-222-1	DONOFRIO TE NICHOLAS S	17 BARTLETT AVE UNIT 1	BELMONT	MA	02478	17 BARTLETT AVE, UNIT 1
14-222-2	TURE TE RIZA	17 BARTLETT AVE UNIT 2	BELMONT	MA	02478	17 BARTLETT AVE, UNIT 2
14-227	DISPENA JOSEPH J	169 CEDAR AVE	ARLINGTON	MA	02476	256 TRAPELO RD
14-227-A	DIARBAKERLY TRS NAGEEB & NOGOGOS ATINIZ	PO BOX 79213	WELLESLEY	MM	02479	250-254 TRAPELO RD
14-228	TRAPELO PARTNERS LLC	10 NEWBURY ST	BOSTON	MA	02116	264-276 TRAPELO RD
14-235	COPLEY GENERAL II INC TR	10 NEWBURY ST	BOSION	MA	02110	280 TRAPELO RD
14-236	TRAPELO PARTNERS LLC	10 NEWBURY ST	BOSTON	MA	02116	288-292 TRAPELO RD
14-242	FLETT TR CLAUDIA S	10 SHARPE RD	BELMONT	MA	02478	300 TRAPELO RD
14-251	BELMONT WAVERLEY POST VFW	310 TRAPELO RD	BELMONT	MA	02478	310 TRAPELO RD
14-251-A	BELMONT INHABITANTS	455 CONCORD AVE	BELMONT	MA	02478	310 TRAPELO RD
14-252-316	BEAVERS TE DAVID	316 TRAPELO RD	BELMONT	MA	02478	316 TRAPELO RD, UNIT 316
14-252-318	DICK TE MICHAEL DAVID	318 TRAPELO RD	BELMONT	MA	02478	318 TRAPELO RD, UNIT 318
14-3	DRINAN ROBERT A	18 SLADE ST	BELMONT	MA	02478	16-18 SLADE ST
14-34-1	CALTE ZUHUA	25-27 FLETT RD U1	BELMONT	MA	02478	25-27 FLETT RD, UNIT 1
14-34-2	WANG TE FANG	25-27 FLETT RD U2	BELMONT	MA	02478	25-27 FLETT RD, UNIT 2
14-35	ARRIGO TE JOHN	203 RUTLEDGE ROAD	BELMONT	MA	02478	21-23 FLETT RD
14-36-15	HERALD BUILDING LLC	PO BOX 175	BELMONT	W	02478	15 FLETT RD, UNIT 15
14-36-17	TCOB CORP	17 FLETT RD	BELMONT	MA	02478	17 FLETT RD, UNIT 17
14-36-19	HERALD BUILDING LLC	PO BOX 175	BELMONT	MA	02478	19 FLETT RD, UNIT 19
14-38	PANZAVECCHIA TRS HERNAN	7 FLETT RD	BELMONT	MA	02478	7-9 FLETT RD
14-4	PAHLM TR DONALD BRUCE	241 WESTON ST	WALTHAM	MA	02453	22-24 SLADE ST
14-40	HYNES JR JT MICHAEL J	263 TRAPELO ROAD	BELMONT	MA	02478	263 TRAPELO RD
14-42	307 TRAPELO LLC	LONDON CITY CNTR 380 WELLINGTON ST 12TH FLR	LONDON ONTARIO CANADA N6A 454			307 TRAPELO RD
14-5	FOOTE JR TRS CHARLES H & JAMES M FOOTE	6 BURBANK ST	SANDWICH	MA	02563	26-28 SLADE ST
14-6	WU TE FU SHENG	30 STEWART TERRACE	BELMONT	MA	02478	30-32 SLADE ST
14-7	BORELLI TRS ANGELO A & ANTONETTA L	310 SCHOOL ST	BELMONT	MA	02178	34-36 SLADE ST
14-73	BELMONT INHABITANTS OF	455 CONCORD AVE	DELNACHT			

PARCEL	OWNER	MAILING ADDRESS	TOWN	STATE	ZIP	PROPERTY
14-181	CABRAL TE ADRIAN J	8 WALNUT ST	BELMONT	MA	02478	8-10 WALNUT ST
14-214	GLYNN TE DOROTHY	47 BARTLETT AVE	BELMONT	MA	02478	45-47 BARTLETT AVE
14-215	MOURATIAN LE GIZELLA	43 BARTLETT AVE	BELMONT	MA	02178	41-43 BARTLETT AVE
14-216	LOUREIRO KRISTEN	39 BARTLETT AVE	BELMONT	MA	02478	39 BARTLETT AVE
14-217	GREENE TE KATHLEEN G	37 BARTLETT AVENUF	BELMONT	MA	02478	37 BARTLETT AVE
14.219	SARRACINO DAVID A	31 BARTLETT AVE	BELMONT	MA	02478	31 BARTLETT AVE
14-220	TRICOMI TC JAMES	25 BARTLETT AVE	BELMONT	MA	02478	25-27 BARTLETT AVE
14-228	TRAPELO PARTNERS LLC	10 NEWBURY ST	BOSTON	MA	02116	264-276 TRAPELO RD
14 235	COPLEY GENERAL II INC TR	10 NEWBURY ST	BOSTON	MA	02110.	280 TRAPELO RD
14-236	TRAPELO PARTNERS LLC	10 NEWBURY ST	BOSTON	MA	02116	288-292 TRAPELO RD
14-242	FLETT TR CLAUDIA S	10 SHARPE RD	BELMONT	MA	02478	300 TRAPELO RD
14 251	BELMONT WAVERLEY POST VFW	310 TRAPELO RD	BELMONT	MA	02478	310 TRAPELO RD
14-251-A	BELMONT INHABITANTS	455 CONCORD AVE	BELMONT	MA	02478	310 TRAPELO RD
14-252-316	BEAVERS TE DAVID	316 TRAPELO RD	BELMONT	MA	02478	316 TRAPELO RD, UNIT 316
14-252-318	DICK TE MICHAEL DAVID	318 TRAPELO RD	BELMONT	MA	02478	318 TRAPELO RD, UNIT 318
14-3	DRINAN ROBERT A	18 SLADE ST	BELMONT	MA	02478	16-18 SLADE ST
14-31	CHEN TE JIAN JUN	29-31 FLETT RD	BELMONT	MA	02478	29-31 FLETT RD
14-34-1	CAI TE ZUHUA	25-27 FLETT RD U1	BELMONT	MA	02478	25-27 FLETT RD, UNIT 1
14-34-2	WANG TE FANG	25-27 FLETT RD U2	BELMONT	MA	02478	25-27 FLETT RD, UNIT 2
14-35	ARRIGO TE JOHN	203 RUTLEDGE ROAD	BELMONT	MA	024/8	21-23 FLETT RD
14-36-15	HERALD BUILDING LLC	PO BOX 175	BELMONT	MA	02478	15 FLETT RD, UNIT 15
14-36-17	TCOB CORP	17 FLETT RD	BELMONT	MA	02478	17 FLETT RD, UNIT 17
14-36-19	HERALD BUILDING LLC	PO BOX 175	BELMONT	MA	02478	19 FLETT RD, UNIT 19
14-38	PANZAVFCCHIA TRS HFRNAN	7 FI FTT RD	BELMONT	MA	02478	7-9 FLETT RD
14-4	PAHLM TR DONALD BRUCE	241 WESTON ST	WALTHAM	MA	02453	22-24 SLADE ST
14-40	HYNES JR JT MICHAEL J	263 TRAPELO ROAD	BELMONT	MA	02478	263 TRAPELO RD
14-42	307 TRAPELO LLC	I ONDON CITY CNTR 380 WELLINGTON ST 12TH FLR	I ONDON ONTARIO CANADA N6A 454	-		307 TRAPELO RD
14-5	FOOTE JR TRS CHARLES H & JAMES M FOOTE	6 BURBANK ST	SANDWICH	MA	02563	26-28 SLADE ST
14-6	WUTE FU SHENG	30 STEWART TERRACE	BELMONT	MA	02478	30-32 SLADE ST
14-71	WHITE JOSEPH P JR	ONE PARK LANE #305	BOSTON	MA	02210	319-321 TRAPELO RD
14-73	BELMONT INHABITANTS OF	455 CONCORD AVE	BELMONT	MA	02478	299 TRAPELO RD
14-75	BELMONT SAVINGS BANK	2 LEONARD ST	BELMONT	MA	02478	277 TRAPELO RD



## Bank

America's Most Convenient Bank®

TD Bank, N.A. Enterprise Real Estate 61 Main St. Andover, MA 01810 William.Cooper@td.com

June 30, 2017

Mr. Jeffrey Wheeler Belmont Planning Board 19 Moore Street Belmont, MA 02478

To whom it may concern:

TD Bank has no objections to the single-story, 7,000 square-foot retail development at 280 Trapelo Road in Belmont, Massachusetts. Thanks.

Sincerely,

WCR William Cooper Vice President



April 12, 2017

Mr. Jeffrey Wheeler Belmont Planning Board 19 Moore Street Belmont, MA 02478

To Whom It May Concern:

Belmont Savings Bank has no objection to the proposed single story, 7,000 square foot retail development at 280 Trapelo Road in Belmont, Massachusetts.

Regards, Az

Keith A. Andre Senior Vice President



2 Leonard Street, Belmont, Massachusetts 02478 617-484-6700 | www.belmontsavings.com Member FDIC | Member DIF 4:48 PM

7 %

Done

8 of 8

 $\bigcirc$ April 26, 2017 Claudia S. Flett 10 Sharpe Road Belmont, MA. 02478 Home # 617-484-0604 Cell # 508-572-6916 To whom it may concern, As the owner of 300 Trapelo Road (the Flett Apartments), I have no objection to the proposed single story, 7,000 square foot retail development at 280 Trapelo Road Belmont, Massachusetts. If you have any questions or concerns please feel free to contact me. Regards, Abaudia & Flett Claudia S. Flett



Town of Belmont Zoning Board of Appeals

# **APPLICATION FOR A SPECIAL PERMIT**

Date: \_\_\_\_\_

Zoning Board of Appeals Homer Municipal Building 19 Moore Street Belmont, MA 02478

To Whom It May Concern:

Pursuant to the provisions of Massachusetts General Laws, Chapter 40A, Section 9, as amended, and the Zoning By-Laws of the Town of Belmont, I/we the undersigned, being the owner(s) of a certain parcel of land (with the buildings thereon) situated on <u>280 - 288 Trapelo</u> <u>Street</u>/Road, hereby apply to your Board for a **SPECIAL PERMIT** for the erection or alteration on said premises or the use thereof under the applicable Section of the Zoning By-Law of said Town for <u>\_\_\_\_\_\_</u> a new one - storey retail building (7,000 SF) as allowed per Section 3.3 in District LB III requiring

a Special Permit: Size per Section 3.1 due to the building exceeding 5,000 square feet.

on the ground that the same will be in harmony with the general purpose and intent of said Zoning By-Law.

Signature of Petitioner		
Print Name	Gary B. Simon	
Address	10 Newbury Street	
	Boston, MA 02116	
Daytime Telephone Number	(617) 267-6828	

**GPI** Greenman - Pedersen, Inc.

Engineering and Construction Services

Ref. MAX-2017069.00.00

May 22, 2017

Mr. Gary B Simon c/o Copley Investments 10 Newbury Street Boston, MA 02116

SUBJECT: 280 Trapelo Road Belmont, MA

Dear Mr. Simon:

As requested, *Greenman-Pedersen, Inc. (GPI)* conducted a site visit on May 17, 2017 to observe the existing site conditions and evaluate the sight distances associated with the proposed redevelopment of the site to provide 7,000 square feet (sf) of Mixed Use Retail. This memo will discuss the findings of the sight distance evaluations and discuss the traffic expected to be associated with the proposed reuse.

### Sight Distance Evaluation

One of the most critical considerations for the placement of a driveway is visibility, both for vehicles approaching the site drive to be aware of exiting vehicles, as well as for vehicles exiting the site drive to be able to safely see approaching traffic and to judge acceptable gaps in the traffic. These two conditions are referred to by the American Association of State Highway and Transportation Officials (AASHTO) as Stopping Sight Distance and Intersection Sight Distance.

Sight distance is the length of roadway ahead that is visible to the driver. Stopping Sight Distance (SSD) is the minimum distance required for a vehicle traveling at a certain speed to safely stop before reaching a stationary object in its path. The values are based on a driver perception and reaction time of 2.5 seconds and a braking distance calculated for wet, level pavements. When the roadway is either on an upgrade or downgrade, grade correction factors are applied. Stopping sight distance is measured from an eye height of 3.5 feet to an object height of 2 feet above street level, equivalent to the taillight height of a passenger car. The SSD is measured along the centerline of the traveled way of the major road.

Intersection sight distance (ISD) is provided on minor street approaches to allow the drivers of stopped vehicles a sufficient view of the major roadway to decide when to enter the major roadway. By definition, ISD is the minimum distance required for a motorist exiting a minor street to turn onto the major street, without being overtaken by an approaching vehicle reducing its speed from the design speed to 70 percent of the design speed. ISD is measured from an eye height of 3.5 feet to an object height of 3.5 feet above street level. The use of an object height equal to the driver eye height makes intersection sight distances reciprocal (i.e., if one driver can see another vehicle, then the driver of that vehicle can also see the first vehicle). When the minor street is on an upgrade that exceeds 3 percent, grade correction factors are applied.

SSD is generally more important as it represents the minimum distance required for safe stopping while ISD is based only upon acceptable speed reductions to the approaching traffic stream. However, the ISD must be equal to or greater than the minimum required SSD in order to provide safe operations at the intersection. In accordance with the AASHTO manual, *"If the available sight distance for an entering or crossing vehicle is at least equal to the* 

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appropriate stopping sight distance for the major road, then drivers have sufficient sight distance to anticipate and avoid collisions. However, in some cases, this may require a major-road vehicle to stop or slow to accommodate the maneuver by a minor-road vehicle. To enhance traffic operations, intersection sight distances that exceed stopping sight distances are desirable along the major road." Accordingly, ISD should be at least equal to the distance required to allow a driver approaching the minor road to safely stop.

The available sight distances were compared with minimum AASHTO requirements which are the national standard by which vehicle sight distance is calculated, measured, and reported. The Massachusetts Executive Office of Transportation (EOT) and the Executive Office of Energy and Environmental Affairs (EEA) also require the use of AASHTO sight distance standards when preparing traffic impact assessments and studies, as stated in their guidelines for traffic impact assessments. Based on the observation of approximately 50 vehicles, speeds along Trapelo Road in the vicinity of the site were observed to be 23 mph eastbound and 24 mph westbound. To provide a conservative evaluation of the sight distances, travel speeds of 30 and 35 mph were used to determine the minimum required sight lines as illustrated in the table below.

	Contractor and Contractor		antin .	and a set of a	and the second
Date of Observations	15-May-17			Observed by	inter-remain a new bit on an early bit on and the second second second second second second second second second
Street	Trapelo Road			Observed (Ave) Speed	- Construction of the second sec
Town:	Belmont			85% Speed	1. 35
			STOPPING SIGHT DISTA	NCE SUMMARY (SSD)	
		30	) mph	35 m	ph
	Measured	Min SSD	Min 55D Satisfied	Min SSD	Min SSD Satisfied
Proposed Site Driveway Approaching from West					
(Eastbound) Approaching from East		200	YES	250	YES
.,					1
(Westbound)	500	200	YES	250	YES
(Westbound)	500	200			
(Westbound)	500	200	YES INTERSECTION SIGHT DIST 30 m	IANCE SUMMARY (ISD	
(Westbound)	500	200 Min (5D	INTERSECTION SIGHT DIST	IANCE SUMMARY (ISD	
			INTERSECTION SIGHT DIST	IANCE SUMMARY (ISD	)
	Measured ISD		INTERSECTION SIGHT DIST	IANCE SUMMARY (ISD	) Descred ISD Satisfies YES
Proposed Driveway	Measured ISD	Min (SD	INTERSECTION SIGHT DIST 30 m Min ISD Satisfied	IANCE SUMMARY (ISD) ph Desired ISD	) Desired ISD Satisfier
Proposed Driveway Looking South	Measured ISD	Min (5D 200	INTERSECTION SIGHT DIST 30 m Min ISD Satisfied YES	IANCE SUMMARY (ISD) ph Desired ISD 335 335	) Descred ISD Satisfies YES YES
Proponed Oriveway Looking South Looking North	Measured ISD	Min (5D 200	INTERSECTION SIGHT DIST 30 m Min ISD Satisfied YES YES	IANCE SUMMARY (ISD) ph Desired ISD 335 335	) Descred ISD Satisfies YES
Proposed Driveway Looking South Looking North Proposed Driveway	Measured ISD 500 500 Measured ISD	Min (SD 200 200 Min (SD	INTERSECTION SIGHT DIST 30 m Min ISD Satisfied YES YES 35 m Min ISD Satisfied	ANCE SUMMARY (ISD) ph Oestred (SD 335 335 ph Destred (SD	Desired ISD Satisfier YES YES Desired ISD Satisfier
Proponed Oriveway Looking South Looking North	Measured ISD 500 500 Measured ISD	Min (5D 200 200	INTERSECTION SIGHT DIST 30 m Min ISD Satisfied YES YES 35 m	IANCE SUMMARY (ISD) ph Desired ISD 335 335 335 ph	) Desired ISD Satisfi YES YES

As observed, the proposed driveway satisfies all minimum and desirable Stopping and Intersection Sight Distance requirements based on both a 30 mph and 35 mph travel speed along Trapelo Road.

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### Trip Generation

To estimate the volume of traffic to be generated by the proposed redevelopment, trip-generation rates published by the ITE *Trip Generation Manual*<sup>1</sup> were researched. The site previously contained a single 2-Family House and a 2 Bay Auto Service Center. The home has been removed and the project proposes to remove the service station and construct 7,000 square feet of mixed use retail. Land Use Codes (LUC) 820 (Shopping Center), LUC 230 (Residential Condominium/Townhouse) and LUC 941 (Quick Lubrication Vehicle Shop) were used to estimate the proposed and prior uses trip generation of the site. All trip-generation data are provided in the Appendix.

Studies have shown that for mixed use retail developments, it is realistic to assume that a portion of the traffic to the site will already be on the roadway and therefore be pass-by traffic rather than new trips added to the roadway. Based on information published in the ITE *Trip Generation Handbook*, pass-by traffic associated with a mixed use retail site can account for between 10% and 60% of the expected site traffic. To be conservative, only 20% of the anticipated site traffic for the proposed use was assumed to be pass-by traffic.

The Tables below summarize the results of the trip-generation estimates.

Proposed Use					Former Uses						
	Trips Expected by r	new 7,000 M	Mixed Use Sit	e-ITE LUC #2	0	1	to Family House (ITE LU	C 230 - Resid	ential Condomi	nium/Townh	ouse)
	Average Weekday Daily	Morning Peak	Afternoon Feak	Səturdəy Dəily	Səturdəy Peak		Average Weekday Daily	Morning Pesi	Afternoon Pask	Saturday Daily	Saturda Peak
Enter	150	1.00	12	175	1.8	Enster	6	ð	1.000	5	1
Exat	150	3	14	175	16	Ent	٤	1	0	6	0
fotal	300	7	26	350	34	Total	12	1	1	12	1
<u></u>											
	Trips Asso	ciated with P	ass-dy Traffic	(20%)			2 Bay Auto Service (iT	LLUC 941 - Q	uick Lubrication	i Venicle Sho	p) T
	Average Weekday Dady	Morning Peak	Alternoon Feak	Saturday Daily	Səturdəy Pozi		Average Weekday Daiby	Morning Pesik	Afternoon Feak	Saturday Daily	Saturd Peak
Enter	30	1	3	35	3	Enter	40	4	6	42	3
Exit	30	1	3	35	3	Esit	40	2	5	42	6
Total	50	2	6	70	ő	foral	80	6	11	84	14
FTO	ected Trips Associated	I with Prope	ed Use Added	to Roadway	Network		TOTAL TRIPS	ASSOCATED	WITH PREVOU	s uses	
	Average Weekday Daily	Morning Peak	Atternoon Feak	Saturday Daily	Saturday Peak		Average Weekday Daily	Morning Peak	Afternoon Peak	Səturday Daily	Saturd Peak
Enter	120	3	9	140	15	Enter	46	4	7	48	9
Exit	126	2	11	145	13	fæit	46	3	5	48	6
Total	240	5	20	750	28	Total	92	1	12	96	15

Self Marks	NET CHA	NGE IN AD	ACENT RO	NOWAY TRAFFIC	
	Average Weekday Dady	Morning Peak	Afternoon Peak	Saturday Daily	Saturday Peak
Enter	74	1	2	92	6
Exet	71	- 2	6	92	7
Total	348	-2	1	184	13

As depicted above, the proposed development will generate approximately 148 new vehicle trips over the course of an average weekday and approximately 184 new trips over the course of an average Saturday. *The impacts on traffic in the vicinity of the site during the critical peak hours is negligible with only one (1) new vehicle added to* 

<sup>1</sup> Trip Generation Manual, 9th Edition; Institute of Transportation Engineers; Washington, DC; 2012.



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the roadway network every 7-8 minutes during the weekday evening peak hour and only one (1) new vehicle added to the roadways approximately every 4-5 minutes during the Saturday midday Peak Hour. The proposed use is expected to generate fewer vehicles during the weekday morning peak hour than the previous uses on the site.

Based on a review of the anticipated vehicle trips associated with the proposed redevelopment of 280 Trapelo Road in Belmont, to provide a 7,000 sf mixed use retail site as well as available sight lines entering and exiting the proposed site driveway, the project is anticipated to have negligible impacts on the current traffic operations along Trapelo Road.

Should you have any questions, or require additional information, please feel free to contact me directly at (978) 570-2953.

Very truly yours,

GREENMAN - PEDERSEN, INC.

Mr. John W. Diaz, P.E., P.T.O.E.

Vice President/Director of Traffic Engineering



September 27, 2017

Mr. Barry Buchinski, AIA Blackstone Block Architects 7 Marshall Street Suite 301 Boston, MA 02108

SUBJECT: Environmental Sound Evaluation 288 Trapelo Road Belmont, MA

Dear Mr. Buchinski,

At your request, Cavanaugh Tocci has evaluated environmental sound produced by the proposed retail project at 288 Trapelo Road in Belmont, Massachusetts. The objective of this evaluation was to confirm that environmental sound produced project rooftop mechanical equipment will comply with the Town of Belmont noise regulations. The following letter presents the results of our evaluation.

### **Town of Belmont Noise Regulations**

or open space subdistrict.

Chapter 60 Article 6 Section 60-615 of the Town of Belmont Bylaws defines sound level limits based on receptor property classifications (noise zones), and the time of day. The limits are the greater of:

- 1. The maximum allowable exterior sound level outlined in Table 1; or
- 2. 5 dBA over the background sound level.

Table 1:

Noise Zone	Daytime Level 7:00 a.m. to 10:00 p.m.	Nighttime Level 10:00 p.m. to 7:00 a.m.
I	55 dBA	45 dBA
II	65 dBA	60 dBA

Maximum Allowable Exterior Sound Level

# Noise Zone I sound level limits apply to all residential properties and the grounds of any school, hospital or similar healthcare institution, house of worship or library while the same is in use, and any cemetery

Noise Zone II sound level limits apply to all other properties.

Name, Date Environmental Sound Evaluation 288 Trapelo Road Belmont, MA

Based on our review of land uses in the area, we have determined that Noise Zone I sound level limits apply to the residential properties northwest and southwest of the project, and that noise Zone II sound level limits apply to the commercial properties northeast and southeast of the project.

### **Project Sound Estimates at Surrounding Properties**

It is our understanding that there will be four rooftop air handling units (RTU's) located on the roof of the building. A computer model has been developed to estimate sound impacts produced by these RTU's at surrounding properties. To calculate receptor sound levels at various locations, the model uses vendor supplied sound emission data with adjustments for the distance between the RTU's and the receptors. The model also accounts for acoustic shielding provided by building structures and the rooftop parapet. It is our understanding that the RTU's will be either turned off or operated at reduced capacity during the nighttime hours (10:00 p.m. to 7:00 a.m.).

Figure 1 is an aerial photograph of the project area, which indicates the location of the RTU's and our estimates of receptor sound levels for daytime and nighttime operation (daytime / nighttime).

### Conclusion

The results of our acoustic modeling presented in Figure 1 indicate that Project related sound impacts fall below the appropriate daytime and nighttime sound limits at the nearest surrounding properties. Therefore, it is our opinion that environmental sound produced by RTU's at the proposed Project will comply with noise bylaw of the Town of Belmont. Massachusetts.

Sincerely, CAVANAUGH TOCCI

Jouglas Bell

Douglas H. Bell 17240/288 Trapelo Road Environmental Sound Evaluation.docx







