

November 16, 2017

By Hand Delivery

Elizabeth S. Jenkins, Director Planning & Development Department Town of Barnstable 200 & 367 Main Stree Hyannis, MA 02601

RE: 255 Main Street - Application for Certificate of Appropriateness

Dear Ms. Jenkins:

It has come to my attention that the above-referenced application filed by my architects at Union Studio Architecture & Community Design ("Union Studio"), and received by the Town on October 16, 2017, erroneously listed CapeBuilt Development as both the "Applicant" and the "Property Owner." While CapeBuilt currently has the property under contract as evidenced by the attached Purchase & Sale Agreement signed and dated July 12, 2017, the current owner is Paul Sage. Please treat this letter as an amendment of the above-referenced application to update the Property Owner as follows:

Paul Sage 14 Main Street Hyannis, MA

Please also update the phone number for CapeBuilt Development as 617-233-4897. All other information in the application submitted by Union Studio is accurate, with the exception that "CapeBuilt" is property written as a single word.

While I understand that it is commonplace for applications such as this to be filed by parties holding "site control" through Purchase & Sale Agreement, I have also enclosed a letter reflecting that the current owner of 255 Main Street was fully aware and supportive of my Application for Certificate of Appropriateness from the Hyannis Main Street Waterfront Historic District Commission.

Please let me know if you require any additional information.

Sincerely Robert L. Brennan, Jr.

11 Chestnut St., Suite M304 • Amesbury, MA 01913 617-233-4897 November 16, 2017

Elizabeth S. Jenkins, Director **Planning & Development Department** Town of Barnstable 200 & 367 Main Street Hyannis, MA 02601

RE: 255 Main Street, Hyannis

Dear Ms. Jenkins:

I am writing to confirm that on July 12, 2017, I signed a Purchase & Sale Agreement contracting to sell 255 Main Street to CapeBuilt Development. That contract remains in place and I have remained in communication with Rob Brennan from CapeBuilt Development. I was aware of CapeBuilt's application to the Hyannis Main Street Waterfront Historic District Commission for a Certificate of Appropriateness. I support that application, and I urge the Commission to issue a Certificate of Appropriateness for CapeBuilt's proposed redevelopment of 255 Main Street.

Sincerely,

Paul Sage by T.b.

PURCHASE AND SALE AGREEMENT

9.2.

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of lune 2., 2017 (the "Effective Date"), is between PAUL SAGE ("Seller"), and CAPEBUILT DEVELOPMENT, LLC, a Massachusetts limited liability company, with an address of 11 Chestnut Street, Suite M-304, Amesbury, MA 01913 ("Buyer").

In consideration of the mutual undertakings and covenants herein contained, Seller and Buyer hereby covenant and agree as follows:

ARTICLE 1 SALE OF PROPERTY

1.1 <u>Agreement to Buy and to Sell; Property</u>. Seller shall sell to Buyer, and Buyer shall purchase from Seller, at the price and upon the terms and conditions set forth in this Agreement

(a) the real estate known as:

255 Main Street

Hyannis, Barnstable County, Massachusetts,

as more particularly described in <u>Schedule A</u> attached hereto including all right, title and interest of Seller in and to any alleys, strips or gores abutting or adjoining such real estate (the "Land"), together with the buildings and improvements located on the Land (together, the "Buildings");

(b) all right, title and interest of Seller in and to the fixtures, equipment and other personal property owned by Seller located in or used exclusively in connection with the Buildings, including the property specifically described in <u>Schedule B</u> hereto, but expressly excluding any tenant's equipment and fixtures. (the "Personal Property");

(c) all right, title and interest of Seller in and to any easements or rights of way appurtenant to the Land;

(d) all right, title and interest of Seller in and to all warranties, guaranties, licenses, permits, architectural and engineering services, and service and maintenance contracts, indemnities and claims against third parties, and any books and records relating to the Property (to the extent Buyer agrees to assume the same and the same are transferable) relating to the Land or the Buildings, as applicable (the foregoing along with the Land, Buildings, and Personal Property, collectively being referred to herein as the "Property").

1.2 <u>Title</u>. Seller shall convey and Buyer (or Buyer's nominee, identified by written notice to Seller not later than three (3) Business Days prior to the Closing Date, as defined herein) shall accept good and clear, record and marketable fee simple title to the Property in accordance with the terms of this Agreement, subject only to the following (the "**Permitted Exceptions**"):

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(a) real estate taxes for the then current fiscal year which are not due and payable on the Closing Date;

(b) local, state and Federal laws, ordinances, rules and regulations; and

(c) such other matters as a nationally-recognized title insurer or title insurers shall be willing to omit as exceptions to coverage.

ARTICLE 2 PURCHASE PRICE

2.1	Purchase Price.				

(a) Deposit. Buyer shall post an earnest money deposit in the amount of **Constant and Constant a**

(b) <u>Payment at Closing</u>. At Closing, the Deposit shall be applied against the Purchase Price with the remainder of the Purchase Price payable in full, upon delivery and recording of the deed on the Closing Date, by wire transfer of immediately available funds.

2.2 <u>Payment of Monies</u>. All monies payable under this Agreement, unless otherwise specified in this Agreement, shall be paid in U.S. Dollars by wire transfer of immediately available funds.





ARTICLE 3 RESERVED







255 Main Street P&S (Paul Sage to CapeBuilt Development, LLC)



ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER



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8.1A Conditions to Closing.

(a) Notwithstanding anything herein contained in this Agreement, it is agreed that Buyer's obligation to pay the Purchase Price and to accept title to the Property shall be subject to the following conditions precedent on the Closing Date:



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8.2 <u>Seller's Closing Obligations</u>. At the Closing, Seller shall deliver the following to Buyer:

8.3 <u>Possession</u>. At the time of Closing, Seller shall deliver full possession of the Property, subject only to the Permitted Exceptions.

8.4 <u>Buyer's Closing Obligations</u>. At the Closing, Buyer shall:



8.6 <u>Use of Proceeds to Clear Title</u>. Any outstanding mortgages, unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to the Closing Date, and any other liens and encumbrances which Seller is obligated to pay and discharge, may be paid out of the proceeds of the monies payable at the Closing.





(f) The provisions of this Article 9 shall survive the Closing.



ARTICLE 10 FAILURE TO PERFORM; CASUALTY OR TAKING





Eth Main Street

ARTICLE 12 NOTICES

12.1 <u>Effective Notices</u>. All notices under this Agreement shall be in writing and shall be delivered by hand or shall be sent by reputable overnight courier, addressed as set forth at the beginning of this Agreement or as Seller or Buyer shall otherwise have given notice as herein provided. Notices shall be effective on (a) the date when so delivered by hand or (b) one Business Day after the date deposited with a reputable overnight courier. Copies of all such notices shall be sent by electronic mail, concurrently, in the case of Seller, to:

[Seller's Counsel]

and in the case of Buyer to:

Robinson & Cole LLP One Boston Place, 25th Floor Boston, MA 02108 Attention: Katherine C. Bailey, Esq. Email: kbailey@rc.com

ARTICLE 13 LIMITATIONS ON SURVIVAL

ARTICLE 14 RESERVED

ARTICLE 15 MISCELLANEOUS PROVISIONS



15.3 <u>Public Disclosure</u>. Any release to the public of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only in the form approved by Buyer and Seller and their respective counsel.







[SIGNATURES FOLLOW ON NEXT PAGE]

255 Main Street P&S (Paul Sage to CapeBuilt Development, LLC)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective date.

Seller:

PAUL SAGE

Buyer:

CAPEBUILT DEVELOPMENT, LLC, a Massachusetts limited liability company

By:

Name: Robert L. Brennan, Jr. Title: Manager

Escrow Agent:

ROCKLAND TRUST COMPAN

By: Name: Mark G. Sexton Title: First Vice President, Commercial Lending

Signature Page

SCHEDULE A

DESCRIPTION OF PROPERTY

The land, together with the buildings situated thereon, located in Barnstable (Hyannis), Barnstable County, Massachusetts, on the Southerly side of Main Street, so-called, and said land is described as follows:

Commencing at the Northwest corner of the granted premises at a drill hole in the sidewalk at land formerly of the heirs or devisees of John Norris, later Calmas; and at Main Street;

Thence running North 75° 23' 40" East by said Main Street, sixty-five and 95/100 (65.95) feet to lane formerly owned or occupied by the heirs of Edward G. Crowell, now or formerly of Gray Realty Co. Inc.;

Thence running South 7° 49'50" East by land now or formerly of Crowell, now or formerly of Gray Realty Co., Inc., one hundred ninety-six and 05/100 (196.05) fee to land now or formerly of Charles F. Hall, et ux, formerly of Crocker;

Thence running North 88° 51' 10" West by land now or formerly of said Hall et ux and land formerly of the heirs or devisees of said Norris sixty-five and 19/100 (65.19) feet more or less to land conveyed by George J. Schuman and Ruth H. Schuman to Wilfred Earl Calmas;

Thence running North 6° 57'20" West one hundred twenty-six and 03/100 (126.03) feet, and North 11° 09' 20" West fifty-two and 18/100 (52.18) feet, by land conveyed to said Calmas, to the drill hole at the point of beginning.

Property address: 255 Main Street, Hyannis, Massachusetts 02601

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SCHEDULE B

PERSONAL PROPERTY

[To be inserted]

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EXHIBIT 8.2(A) QUITCLAIM DEED

I, PAUL SAGE, an individual, of 14 Main Street, Barnstable, Massachusetts 02601 (GRANTOR), for consideration

Massachusetts limited liability company, with an address of 11 Chestnut Street, Suite M304, Amesbury, Massachusetts 01913 (GRANTEE) with QUITCLAIM COVENANTS, a tract of land, with all improvements thereon, situated in the Village of Hyannis, Town and County of Barnstable, Massachusetts, and described as follows:

[INSERT LEGAL DESCRIPTION]

Being the same premises conveyed to Grantor by deed of Sylvia M. Furman and Diane F. Ross, Trustees of the First Guardian Realty Trust, under declaration of trust dated January 18, 2001, and recorded with the Barnstable Registry of Deeds in Book 13506, Page 270, dated as of November 27, 2012, recorded with said Deeds in Book 26887, Page 261.

Said premises are further conveyed subject to and with the benefit of all other rights, easements, covenants and restrictions of record, if any, all insofar as now in force and applicable, and further subject to real estate taxes assessed for the current fiscal year, but not yet due and payable which the grantee by acceptance hereof hereby assumes and agrees to pay.

day of July, 2017. WITNESS the execution hereof under seal this UL SAGE

Commonwealth of Massachusetts) County of Barnstable)

On this ______ day of July, 2017, before me, the undersigned notary public, personally appeared Paul Sage, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

> Notary Public: My Commission Expires:

Ex. 8.2(A)-1

EXHIBIT 8.2(B) BILL OF SALE

FOR VALUE RECEIVED, PAUL SAGE, an individual, having an address of 14 Main Street, Barnstable (Hyannis) Massachusetts, 02601 ("Seller"), hereby sells, conveys and assigns to CAPEBUILT DEVELOPMENT, LLC, a Massachusetts limited liability company, with an address of 11 Chestnut Street, Suite M304, Amesbury, Massachusetts 01913, all of Seller's right, title and interest in and to all personal property located upon or used in the ownership, operation, management, maintenance, and/or repair of that certain real property commonly known as 255 Main Street, Barnstable, Barnstable County, Massachusetts and as described in <u>Schedule 1</u> attached hereto and incorporated herein by this reference and the improvements thereon (collectively, the "Personal Property"), which Personal Property shall include without limitation the items described on <u>Schedule 2</u> attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Personal Property unto the grantee and its successors and assigns forever.

WITNESS the execution hereof under seal this _____ day of July, 2017.

PAUL SAGE

On this, ____day of heig, 2017, below and the underlayed neuroy public, neuronally approach that both privat to an through solutioning withman of identification, which was a valid driver's instance in he for generic shore some is signed on the preceding or standed downing it, and an invalidated to an first in signed is voluntably for its stated purpose.

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255 Main Street P&S (Paul Sage to CapeBuilt Development, LLC)

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Schedule 1

LEGAL DESCRIPTION OF THE PROPERTY

255 Main Street P&S (Paul Sage to CapeBuilt Development, LLC)

8.2(B) - 2

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Schedule 2

DESCRIPTION OF ITEMS INCLUDED IN THE PERSONAL PROPERTY

255 Main Street P&S (Paul Sage to CapeBuilt Development, LLC)

8.2(B) - 3

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EXHIBIT 8.2(D)

ASSIGNMENT OF CONTRACTS, GUARANTIES AND WARRANTIES

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS, PERMITS, INTANGIBLES AND WARRANTIES is effective as of the _____ day of July, 2017, by and between PAUL SAGE, an individual having an address of 14 Main Street, Barnstable, Massachusetts 02601 ("Assignor") and CAPEBUILT DEVELOPMENT, LLC, a Massachusetts limited liability company, with an address of 11 Chestnut Street, Suite M 304, Amesbury, Massachusetts 01913 ("Assignee").

As used herein the term "Contracts, Permits, Intangibles and warranties" shall mean all contracts, permits, intangibles and warranties related to the property known as 255 Main Street, Barnstable (Hyannis), Barnstable County Massachusetts, 02601, including, without limitation, those contracts, permits, intangibles and warranties listed on Exhibit A hereto.

Assignor and Assignee hereby agree as follows:

- 1. Assignor represents and warrants that true, correct and complete copies of the Contracts listed on Exhibit A have been delivered by Assignor to Assignee.
- 2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest, if any, under the Contracts, Permits, Intangibles and Warranties.
- 3. Assignce hereby assumes and agrees to perform, fulfill and observe all of the covenants, agreements, obligations and liabilities of Assignor under the Contracts, Permits, Intangibles and Warranties arising from and after the date hereof.

[THIS PAGE ENDS HERE. SIGNATURES APPEAR ON FOLLOWING PAGE.]

WITNESS the execution hereof as an instrument under seal effective as of the date first written above.



ASSIGNEE:

CAPEBUILT DEVELOPMENT, LLC, a Massachusetts limited liability company

By: Robert L. Brennan, Jr. Title: Manager

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EXHIBIT A

Contracts, Permits, Intangibles and Warranties

255 Main Street P&S (Paul Sage to CapeBuilt Development, LLC)

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Town of Barnstable UU 007 16 2017 Hyannis Main Street Waterfront Historic District Commission

PLANNING & DEVELOPMENT

Application Certificate of Appropriateness

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Assessor's Map No.		5 Main Street Hu			
	and the second se	55 Main Street, Hy	dinino		
Applicant Name	Cape Built	Development		- in the second second second second	<u></u>
		tnut St, Suite M30	4Town/State/Zi	p Amesbury, M	AA 01913
Applicant Phone Numb	per978-2	55-4600			
Applicant E-Mail	rob@c	apebuilt.com			
Property Owner Nam	e Cape E	Built Development			
		ut St, Suite M304		p Amesbury,	MA 01913
Owner Phane 9	78-255-460	0			
	ddress 140 L	n Studio Architect		p Providence	RI 02903
Agent or Contractor Pl					Charles Second
Agent or Contractor E	-Mail <u>paul</u>	@unionstudioarch	1.COM		
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Page 1 of 3

Hyannis Main Street Waterfront Historic District Commission

BUILDING MATERIAL SPECIFICATION SHEET

Please complete this sheet only if new building construction or alterations to an existing building are proposed.

Fill out all sections that are applicable to your project. Include materials, specifications, dimensions and/or colors to be used.

FOUNDATION existing: painted brick, see drawings; new:poure	d in place concrete
existing: wood to match existing; SIDING TYPE	COLOR see drawings
CHIMNEY TYPE remove existing	COLOR see drawings
ROOF MATERIAL 30 yr architectural asphalt shingles	COLOR see drawings
ROOF PITCH existing: 9/12; new: 9/12	
insulated metal at egress stairs; DOORS aluminum storefront at entry doors	COLOR see drawings
aluminum clad wood double hung; WINDOWSaluminum storefront	COLOR see drawings
SHUTTERS N/A	COLOR
TRIM existing: repair in kind; new: composite wood by Boral	COLOR see drawings
GUTTERS _pre-finished aluminum ogee profile gutters & 4x5 c	lownspouts
PATIO/PORCH/DECK patio: brick	1
GARAGE DOORS N/A	COLOR
OTHER	a statistical

Page 2 of 3

Hyannis Main Street Waterfront Historic District Commission

DETAILED DESCRIPTION OF PROPOSED WORK

- Provide detailed specifications of the proposal.
- Include a detailed description of changes to existing conditions, if applicable.
- Describe proposed materials to be used, desired colors, manufacturer's specifications, etc.
- In the case of signs, give locations of existing signs and proposed locations of new signs.

Attach an additional sheet, if necessary.

The proposed project is a renovation of existing commercial building into a mixed-use building with a new 3,775 sf retail/commercial space on the ground floor and 10 apartments on the first and second floors.

Since the 1950's, the exterior has been significantly modified with a first floor storefront addition on the front and various additions on the rear. The proposed scope includes the demolition of these additions to restore the original storefront of the building and allow for a simple, architecturally compatible addition in the rear.

New dormers are proposed in the existing roof to provide air and light to the new apartments ... on the third floor.

All windows will be replaced with double hung hung aluminum clad wood windows. New windows will be the same. A new aluminum clad storefront system & doors will be installed at the front of the building.

Existing wood lap siding will be repaired and replaced in kind. New lap siding will be horizontal cementitious lap siding. Existing trim, eaves decorative brackets, corner boards will be repaired and/or replaced in kind. All new trim in new dormers and the addition will be a painted wood composite by Boral TruExterior Siding & Trim and match the existing in profile and dimension.

Associated site improvements include new landscaping, paving, striped parking spaces, tight board wood fence along property lines, wrought iron fence along sidewalk, concrete sidewalks and necessary utility upgrades.

New building signage & lighting will be in accordance with the Zoning Ordinance.

Signed

Applicant - Agent

Date 10/16/17

Page 3 of 3

Growth Managemen



Town of Barnstable Hyannis Main Street Waterfront Historic District Commission www.town.barnstable.ma.us/HyannisMainStreet

CERTIFICATE OF APPROPRIATENESS APPLICATION SUBMISSION REQUIREMENTS

	Application – 3 Copies		Complete all sections and provide a detailed description of the proposal.
	Suppo	rting Materials - 3 Cop	ies
		Samples	Material samples for all changes to exterior materials. Color samples (paint chips) for changes to exterior colors. Manufacturer's specification sheets for fixtures, fumiture, fences, etc. (Note: If samples are too large to submit with the application, they may be brought to the hearing.)
		Photographs	Include pictures of the affected area.
	Forn	ew construction, redevelo	opment, rehabilitations, or additions:
		Plot Plan/Site Plan	A plan showing all structures on the lot and all additions or changes.
		Elevations	Detailed elevations of all building facades, including dimensions and material specifications.
		Landscape Plan	Detailed plan showing types, sizes, and quantities of plant material.
	\$75 Filing Fee		The \$75 fee must be submitted with the application. Checks should be made payable to the Town of Barnstable. We are unable to accept credit/debit cards.
	Postage Stamps		Contact the Growth Management Department for the number of required stamps. Stamps are required for abutter notification.

IMPORTANT INFORMATION

All decisions of the Commission are subject to a 20 day appeal period. Approved applications may be picked up at . 200 Main Street after the appeal period has ended. Please speak with staff for more information on the appeal period.

- Review the Historic District guidelines for information on recommended designs, materials, colors, etc.
- Providing all requested information with the application will prevent delays in processing and hearing your application.
- The applicant or a representative must be present at the scheduled hearing; delays or a denial may otherwise result.
- Approvals from the Historic Commission are required before you can apply to the Building Division for required permits.

If you have any questions, please call the Growth Management Department at (508) 862-4665 or contact Elizabeth Jenkins at elizabeth.jenkins@town.barnstable.ma.us.

Growth Management Department = 200 Main Street = Hyannis, MA = 02601















