



Town of Belmont
Zoning Board of Appeals

RECEIVED
TOWN CLERK
BELMONT, MA

2023 APR -3 PM 4:09

APPLICATION FOR A SPECIAL PERMIT

Date: March 30, 2023

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 353 Trapelo Road 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 _____
Special Permit for Fast-Food Restaurant Use

(Maintain existing use as a Dunkin' Donuts operation with change of ownership only)

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

Mark Pesce, Manager / Beantown Donuts LLC

Address

72 Junction Square Drive

Concord, MA 01742

Daytime Telephone Number

(978) 206-2469



**OFFICE OF COMMUNITY DEVELOPMENT
TOWN OF BELMONT
19 Moore Street
Homer Municipal Building
Belmont, Massachusetts 02478-0900**

Telephone: (617) 993-2650 Fax: (617) 993-2651

Building Division
(617) 993-2664
Engineering Division
(617) 993-2665
Planning Division
(617) 993-2666

March 16, 2023

Mark Pesce
Beantown Donuts LLC
72 Junction Square Drive
Concord, MA 01742

RE: Denial to Operate a Fast-Food Restaurant

Dear Mr. Pesce,

The Office of Community Development is in receipt of your building permit application for your proposal to Operate a Fast-Food Restaurant at 353 Trapelo Road located in a Local Business III (LBIII) Zoning District.

Your application has been denied because it does not comply with the current Town of Belmont Zoning Bylaws. More specifically, Section 3.3 of the Zoning Bylaws require a Special Permit from the Zoning Board of Appeals to operate a fast-food restaurant in an LBIII zoning district. A non-transferable Special Permit was approved by the Board of Appeals on May 7, 2007 and issued to Duarte Carvalho to allow for the operations of a Dunkin Donuts at this location.

Please contact the Office of Community Development to schedule an appointment with **Gabriel Distler**, Staff Planner at (617) 993-2650 or gdistler@belmont-ma.gov in order to begin the process.

Sincerely,

Glenn R. Clancy, P.E.
Inspector of Buildings

RECEIVED
TOWN CLERK
BELMONT, MA
2023 APR - 3 PM 4:09

ALL INFORMATION UNDERLINED IN RED MUST BE COMPLETED!



The Commonwealth of Massachusetts
State Board of Building Regulations and
Standards
Massachusetts State Building Code
780 CMR



Town of Belmont
Office of Community Development
19 Moore Street
Belmont, MA 02478
Revised 2/27/04

APPLICATION TO CONSTRUCT, REPAIR, RENOVATE, CHANGE THE USE OR OCCUPANCY OF, OR DEMOLISH ANY BUILDING OTHER THAN A ONE OR TWO FAMILY DWELLING

BPA 23-94

This Section For Official Use Only

Building Permit Number: _____

Date Received: 2/21/23

Signature: _____

Building Commissioner/Inspector of Buildings

Date Issued _____

SECTION 1 - SITE INFORMATION

1.1 Property Address:

353 Trapelo Road

Belmont, MA 02478

1.2 Assessors Map & Parcel Number

14

14-61

Map Number

Parcel Number

1.3 Zoning Information:

13

Commercial - Small Retail
Property Use

Zoning District

1.4 Property Dimensions:

14534.0

Lot Area (sf)

Frontage (ft)

1.5 Building Setbacks (ft)

Front Yard

Side Yards

Rear Yard

Required

Provided

Required

Provided

Required

Provided

1.6 Water Supply (M.G.L. c.40. § 54)

Public

1.7 Flood Zone Information:

Zone: _____

Outside Flood Zone

1.8 Sewage Disposal System:

Municipal On site disposal system

SECTION 2 - PROPERTY OWNERSHIP/AUTHORIZED AGENT

2.1 Owner of Record:

Mark Pesce, Owner - Beantown Donuts LLC

Name (Print)

72 Junction Square Drive, Concord, MA 01742

Address

(978) 206-2469

Telephone

Signature [Signature]

2.2 Authorized Agent:

Name (Print) _____

Address _____

Signature _____

Telephone _____

SECTION 3 - CONSTRUCTION SERVICES FOR PROJECTS LESS THAN 35,000 CUBIC FEET OF ENCLOSED SPACE

3.1 Licensed Construction Supervisor:

N/A

Not Applicable

Licensed Construction Supervisor

License Number

Address

Expiration Date

Signature

Telephone

3.2 Registered Home Improvement Contractor

N/A

Not Applicable

Company Name

Registration Number

Address

Expiration Date

Signature

Telephone

SECTION 4 – WORKERS’ COMPENSATION INSURANCE AFFIDAVIT (M.G.L. c. 152 § 25C (6))

Workers Compensation Insurance affidavit must be completed and submitted with this application. Failure to provide this affidavit will result in the denial of the issuance of the building permit.

Signed Affidavit Attached Yes¹ No.....¹

SECTION 5 – PROFESSIONAL DESIGN AND CONSTRUCTION SERVICES – FOR BUILDINGS AND STRUCTURES SUBJECT TO CONSTRUCTION CONTROL PURSUANT TO 780 CMR 107.6 (CONTAINING MORE THAN 35,000 C.F. OF ENCLOSED SPACE)

5.1 Registered Architect:

N/A

Name (Registrant)

Address

Signature _____ Telephone _____

Not Applicable ¹

Registration Number

Expiration Date

5.2 Registered Professional Engineer(s):

N/A

Name (Registrant)

Address

Signature _____ Telephone _____

Area of Responsibility

Registration Number

Expiration Date

Name (Registrant)

Address

Signature _____ Telephone _____

Area of Responsibility

Registration Number

Expiration Date

Name (Registrant)

Address

Signature _____ Telephone _____

Area of Responsibility

Registration Number

Expiration Date

Name (Registrant)

Address

Signature _____ Telephone _____

Area of Responsibility

Registration Number

Expiration Date

Name (Registrant)

Address

Signature _____ Telephone _____

Area of Responsibility

Registration Number

Expiration Date

5.3 General Contractor

N/A

Company Name

Responsible In Charge of Construction

Address

Signature _____ Telephone _____

Not Applicable ¹

Email Address

SECTION 6- DESCRIPTION OF PROPOSED WORK (check all applicable)

New Construction <input type="checkbox"/>	Existing Building <input type="checkbox"/>	Repair (s) <input type="checkbox"/>	Alteration (s) <input type="checkbox"/>	Addition <input type="checkbox"/>
Accessory Bldg. <input type="checkbox"/>	Demolition <input type="checkbox"/>	Other <input type="checkbox"/>	Specify: _____	

Brief Description of Proposed Work:

N/A

Operator ownership change ONLY

SECTION 7- USE GROUP AND CONSTRUCTION TYPE

		USE GROUP (Check as applicable)						CONSTRUCTION TYPE			
A	Assembly	<input type="checkbox"/>	A-1 <input type="checkbox"/>	A-2 <input type="checkbox"/>	A-3 <input type="checkbox"/>	A-4 <input type="checkbox"/>	A-5 <input type="checkbox"/>	1A <input type="checkbox"/>	1B <input type="checkbox"/>		
B	Business	<input type="checkbox"/>							2A <input type="checkbox"/>	2B <input type="checkbox"/>	
E	Education	<input type="checkbox"/>							2C <input type="checkbox"/>		
F	Factory	<input type="checkbox"/>	F-1 <input type="checkbox"/>	F-2 <input type="checkbox"/>					3A <input type="checkbox"/>	3B <input type="checkbox"/>	
H	High Hazard	<input type="checkbox"/>							4 <input type="checkbox"/>		
I	Institutional	<input type="checkbox"/>	I-1 <input type="checkbox"/>	I-2 <input type="checkbox"/>	I-3 <input type="checkbox"/>					5A <input type="checkbox"/>	5B <input type="checkbox"/>
M	Mercantile	<input type="checkbox"/>									
R	Residential	<input type="checkbox"/>	R-1 <input type="checkbox"/>	R-2 <input type="checkbox"/>	R-3 <input type="checkbox"/>						
S	Storage	<input type="checkbox"/>	S-1 <input type="checkbox"/>	S-2 <input type="checkbox"/>							
U	Utility	<input type="checkbox"/>	Specify: _____								
M	Mixed use	<input type="checkbox"/>	Specify: _____								
S	Special Use	<input type="checkbox"/>	Specify: _____								

COMPLETE THIS SECTION IF EXISTING BUILDING UNDERGOING RENOVATIONS, ADDITIONS AND/OR CHANGE IN USE

Existing Use Group: _____ Proposed Use Group: _____

Existing Hazard Index 780 CMR 34: _____ Proposed Hazard Index 780 CMR 34: _____

SECTION 8- BUILDING HEIGHT AND AREA

BUILDING AREA	Existing (if applicable)	Proposed
Number of Floors or stories include Basement levels		
Floor Area per Floor (sf)		
Total Area (sf)		
Total Height (ft)		

SECTION 9- STRUCTURAL PEER REVIEW (780 CMR 110.11)

Independent Structural Engineering Structural Peer Review Required Yes No

SECTION 10a - OWNER AUTHORIZATION - TO BE COMPLETED WHEN OWNERS AGENT OR CONTRACTOR APPLIES FOR BUILDING PERMIT

I, _____ as Owner of the subject property hereby
 Authorize _____ to act on my behalf, in all matters relative to
 work authorized by this building permit application.

Signature of Owner _____ Date _____

SECTION 10b- OWNER/AUTHORIZED AGENT DECLARATION

I, Mark Pesce, as Owner/Authorized Agent hereby declare that the statements and information on the foregoing application are true and accurate, to the best of my knowledge and belief.

"Persons contracting with unregistered contractors do not have access to the guaranty fund (as let forth in MGL c.142A)"

Signed under the pains and penalties of perjury.

Mark Pesce, Owner - Beantown Donuts LLC

Print Name



2/16/2023

Signature of Owner / Agent

Date

SECTION 11- ESTIMATED CONSTRUCTION COSTS

Item	Estimated Cost (Dollars) to be completed by permit applicant	Official Use Only	
		Estimated Total - (a) Cost of construction from #4 rounded up to nearest \$1,000	
1. Building		Building Permit Fee (4/1/02) 15 x (a) + 1,000 (Minimum \$50)	
2. Mechanical (HVAC)			
3. Fire Protection		Check Number	
4. Total = (1 + 2 + 3)			

SECTION 12- OFFICAL USE ONLY

Notes:



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 Lafayette City Center
 2 Avenue de Lafayette, Boston, MA 02111-1750
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Beantown Donuts, LLC DBA Dunkin'
 Address: 353 Trapelo Rd.
 City/State/Zip: Belmont, MA 02478 Phone #: 617-484-9623

Are you an employer? Check the appropriate box:

1. I am an employer with 10 employees (full and/or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. Retail
6. Restaurant/Bar/Eating Establishment
7. Office and/or Sales (incl. real estate, auto, etc.)
8. Non-profit
9. Entertainment
10. Manufacturing
11. Health Care
12. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: The Hartford
 Insurer's Address: Business Service Center 3600 Wiseman Blvd.
 City/State/Zip: San Antonio, TX 78251

Policy # or Self-ins. Lic. # 76 WEG AV5YWG Expiration Date: 1-10-2024

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Ann Keenan, HR Date: 2-15-2023

Phone #: 978-206-2469

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board
 5. Selectmen's Office 6. Other _____

Contact Person: _____ Phone #: _____



Blueprint Strategies
A Division of TSG Consulting, LLC
279 East Central Street, #252
Franklin, MA 02038
508-969-1314
info@sweetgrouppllc.com

March 30, 2023

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

**RE: Special Permit Application – 353 Trapelo Road
Beantown Donuts LLC**

RECEIVED
TOWN CLERK
BELMONT, MA
2023 APR -3 PM 4:09

Dear Members of the Zoning Board of Appeals:

On behalf of my client Beantown Donuts LLC, please accept this application for a Special Permit. This application reflects a change of ownership with no other building or operational changes for the existing 353 Trapelo Road Dunkin’ Donuts location.

The Petitioner Mark Pesce, Owner/Manager of Beantown Donuts LLC a subsidiary of The Pesce Network actively runs over 40 Dunkin’ locations in the MetroWest and Greater Boston area, as well as The Needham General Store. Mr. Pesce and his wife Megan Pesce run their businesses with a truly family-owned and hands-on mindset. Their passion for exceptional customer service, incredible employees and clean/sanitary stores is seen throughout their business locations. The enclosed Attachment B further details the Petitioner’s extensive experience as an owner/operator.

The 353 Trapelo Road location is managed by the Petitioner who currently operates several Dunkin’ Donuts locations, including the 52 Church Street location. The Petitioner proposes to maintain the current operating hours from 5:00 AM to 11:00 PM daily. There are four to six employees on duty during the morning rush hours and two to three employees the remainder of the day; with management on duty seven days a week. An office is located on the premises, further assuring effective oversight over the operation.

Deliveries are made in a manner to minimize interference with other business/residential activities in the Waverly Square area. A van will deliver baked goods twice a day, one prior to opening and a second time during the morning hours. Dairy and dry good products are delivered twice a week. The existing bagel bake-off oven emits no exhaust, and products are reheated/microwaved on site. The existing mechanical systems are maintained through an active preventative maintenance program. All rubbish is stored in covered trash receptacles that are picked up and removed from the site at least once a week and more frequently as needed. The area and entire site are maintained by the Petitioner’s staff and is patrolled at least twice daily.

The Petitioner has been issued applicable permits by the Belmont Health Department upon completion of a comprehensive plan review and change of ownership inspection.

*Belmont Zoning Board of Appeals
Beantown Donuts LLC
353 Trapelo Road
March 30, 2023*

It is respectfully submitted that the current site presents an appropriate use within the Local Business III (LBIII) Zoning District and will continue to benefit and serve the commercial and residential neighborhood. For all of the above reasons, relief should be granted as requested.

Sincerely yours,
Blueprint Strategies



Bridget L. Sweet, LP.D.
President & Principal Consultant
Consultant/Agent for Beantown Donuts LLC

cc: Mark Pesce, Manager
Beantown Donuts, LLC

2023 APR -3 PM 4: 09

Mark Pesce

299 Simon Willard Road

Concord, MA 01742

Attachment B

To Whom This May Concern:

My family opened its first Dunkin' in January of 1988, in the city of West Medford. As a high school and college student I worked daily in the business in all facets. From waiting on customers, and cutting donuts, making muffins and baked goods to help manage the location. My family built 4 other locations in Winchester and Woburn over the next 10 years.

In 1995, I moved to Orlando, Florida to be the Director of Operations of five Dunkin locations. I oversaw the operations of the 5 locations, the commissary kitchen that supplied 30 cafeterias to Disney, and was the bookkeeper for all billing.

In 1997, I was hired at Dunkin' corporate as a Business Consultant. I oversaw the relationship with hundreds of Dunkin's and Franchisee's. I supported their business through sales building tactics, people systems and business planning. Also supported new store openings and development.

In 2003, I joined 2 partners and open my first franchise in Concord, MA. Over the next 16 years my 2 partners and I developed 60 Dunkin' locations, 25 stores in Pennsylvania, 25 in Maine and 10 in Massachusetts. We also developed our real estate portfolio and purchased many of the locations.

In 2019, I purchased the 10 Massachusetts locations from my partners, and they purchased my ownership in Maine and Pennsylvania. By January of 2023 we will have over 40 locations. Today my wife Megan and I oversee our own company of Dunkin' Franchises and Commercial Real Estate portfolio. We take great pride in the operations of our restaurants and believe very deeply in the connection and partnerships with every community we do business. We partner with schools, local sports, business partnerships and many other local organizations. We have two boys Andrew 18 and Jack 15. Both work part time at the stores and play hockey and lacrosse in their high schools.

Further I sit on the New England Advertising committee and member of the Profitability Committee for Dunkin'. We are an incredibly hard-working family and passionate about Dunkin and our communities. Please email me at markypesce@gmail.com for any further information.

Sincerely,



Mark Pesce



Marcovich, Mansour & Capobianco, LLC

CERTIFIED PUBLIC ACCOUNTANTS

February 3, 2023

To whom it may concern:

I am writing regarding my client and friend Mark Pesce of Concord, Massachusetts. I have been acquainted with Mark and his wife Megan for over four years. I currently serve as their accountant, both personally and for their businesses.

I have had the pleasure of seeing Mark grow his business organization to a network of almost 40 Dunkin' franchises, as well as an independently owned and operated general store and various real estate holdings. Mark is well known and respected in the Dunkin' franchise community, having worked in the business for over 30 years. In 2010, he and his former partners were named Dunkin' Donuts Operators of the Year at the Dunkin' Brands Franchisee & Enterprise Awards ceremony.

What sets Mark apart from the other Dunkin' franchisees that I am acquainted with (my firm represents over 700 Dunkin' units, owned by 45 individual franchise groups) is his passion for the business and his hands on approach to the operation of his network. Mark frequents his stores regularly and in a recent tour that I took with him to 7 of his store locations, I was amazed as to how he personally knew the name of each employee behind the counter. Mark's stores were all clean and well-run, and it is evident that his employees obviously share in his passion for the business, and respect his leadership.

The majority of Mark and Megan's franchise locations are walk-in locations, and do not have drive-thrus. This means that cleanliness and customer service demand even more attention, as there is greater face to face contact with the customer. Non-drive thru Dunkin' franchise locations, which represent the majority of Mark's locations, were particularly challenged during the height of the COVID 19 pandemic throughout most of 2000 and 2001, and Mark creatively found ways to keep his doors open, and his workers and customers healthy and safe.

Mark is unique in that he is not only an accomplished and successful, hands on operator, but also is an entrepreneur. He is knowledgeable at all times about the finances as it relates to his organization, and he also plays the lead role in his network when it comes to development, remodels, and acquisitions. In the time that Mark and I have been acquainted, he has successfully completed 5 network acquisitions, an amazing feat, particularly during these challenging times.

The Pesce's are extremely charitable, and they support the local communities and organizations in which their shops are located, from little league teams and the local food pantries, to larger charities such as the Jimmy Fund. In his spare time, Mark is an avid sports memorabilia collector, a passion which both he and I share.

I am proud to have Mark and Megan Pesce as clients, business associates, and friends.

Joseph A. Mansour, Jr.
Managing Partner

January 18, 2023

Re: Mark Pesce

To whom it may concern:

I have known Mark Pesce for more than 50 years. We are first cousins and close friends. Mark is also a client of Robinson & Cole, LLP, where I have been a partner for more than 17 years.

Mark's work ethic is exceptional. He has more than doubled the size of his business (Dunkin' store locations, number of employees and revenue) in the past three years, an incredible accomplishment at any time, but even more incredible when you consider that he did it during a global pandemic and national labor shortage.

Mark's humility and leadership skills, however, allow him to realize that success is a team effort. His work ethic is matched by his generosity and commitment to his employees, customers and the communities in which his business operates. Mark treats everyone with respect and makes them feel like they are part of a team, and he gets involved and gives back to the community in many ways, including through donations to local high schools, food banks other charitable organizations.

I believe that Mark will be a valuable member of the Brookline business community and I give him the highest recommendation possible.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Matthew J. Guanci, Jr.

To Whom It May Concern:

It is with great pleasure that I recommend Mark Pesce. I've known Mark first as a neighbor and then in multiple business dealings. Mark and I have partnered to help him find more Dunkin Donuts locations in Greater Boston.

Mark displays a high level of integrity, responsibility, accountability, and determination. He has a strong work ethic, demonstrated by his ability to own and operate best-in-class Dunkin Donut locations. Employees are well-trained, treated fairly and display loyalty. Mark is invested in the community his locations serve.

Please contact me if you have any further questions.

Sincerely,

W Gallivan
Whitney Gallivan

RECEIVED
TOWN CLERK
BELMONT, MA

2023 APR -3 PM 4:09

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") dated February 3, 2023 is made by and among TRAPELO DONUTS, INC., a Massachusetts corporation (the "Seller"); and

WHEREAS, on or about October 7, 2022, Seller and its affiliated entities (the "Seller Affiliated Entities"), entered into that certain Asset Purchase Agreement (the "Purchase Agreement") with MAP Holdings, LLC, a Massachusetts limited liability company (the "Buyer"), as assigned to Beantown Donuts, LLC by that certain Assignment and Assumption of Asset Purchase Agreement dated and entered into on October 18, 2022, pursuant to which Seller and Seller Affiliated Entities agreed to sell and Buyer agreed to purchase all or substantially all of Seller and Seller Affiliated Entities' Purchased Assets used in connection with fourteen (14) Dunkin' Donuts franchised restaurants, as amended by that certain First Amendment to Asset Purchase Agreement dated and entered into as of January 26, 2023.

WHEREAS, pursuant to the Purchase Agreement the Seller has agreed to sell and Buyer has agreed to purchase, all or substantially all of Seller's Purchased Assets relating to the Dunkin' Donuts franchised restaurant identified as PC#344123, located at 353 Trapelo Street, Belmont, Massachusetts.

WHEREAS, Seller desires to deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery as are required to vest in Buyer all of Seller's right, title, and interest in and to the Purchased Assets.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual promises contained therein, and for other good and valuable consideration, the receipt and sufficiency of which Seller and Buyer each acknowledge, the parties agree as follows:

1. Each capitalized term used but not defined in this Bill of Sale shall have the meaning ascribed to in the Purchase Agreement.
2. Effective as of the date hereof, Seller hereby sells, assigns, transfers, and delivers to Buyer all of Seller's right, title and interest in and to all of the Purchased Assets, free and clear of any and all debts, mortgages, judgments, security interests, claims, pledges, conditional sales agreements, charges, conditions, options, rights of first refusal or restrictions of any kind, leases or other liens or encumbrances (collectively, the "Encumbrances").
3. Seller represents and warrants to Buyer that it has good and marketable title to the Purchased Assets and will warrant and defend the sale of the Purchased Assets to Buyer against the lawful claims and demands of all persons whomsoever.

4. Seller represents and warrants to Buyer that such Purchased Assets shall be transferred as of the date hereof in good working order and condition, normal wear and tear excepted, and compliant with the Franchisor's operational standards, including any Deficiency List generated in connection therewith, without express or implied warranty.

5. Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. This Bill of Sale is made for the sole benefit of the parties hereto and their respective successors, executors and permitted assigns, and nothing contained herein, express or implied, is intended to or shall confer upon any other person any third-party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by any reason of this Bill of Sale.

7. This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any conflict of law rules thereof.

8. This Bill of Sale shall be effective as of the date hereof.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered as of the date first above written.

SELLER:

TRAPELO DONUTS, INC.
a Massachusetts corporation

By:

DocuSigned by:
Duarte Carvalho

Name: Duarte M. Carvalho

Title: President

RECEIVED
TOWN CLERK
BELMONT, MA

**ASSIGNMENT AND ASSUMPTION OF LEASE
(Re: 353 Trapelo Rd, Belmont, Massachusetts)**

2023 APR -3 PM 4: 09

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment"), made as of this 24th day of January 2023 and made effective as of the Effective Date (as defined herein), by and among RIVERSIDE MANAGEMENT GROUP, LLC a Massachusetts limited liability company ("Assignor") and BEANTOWN DONUTS, LLC a Massachusetts limited liability company ("Assignee").

Recitals

WHEREAS, reference is made to that certain Lease dated September 27, 2006, as amended by First Amendment to Lease dated May 7, 2007 and further amended by Second Amendment to Lease dated April 1, 2020 (as amended, hereinafter referred to as the "Lease"), by and between ROBERT W. JONES, INC. a Massachusetts corporation (hereinafter referred to as "Landlord") and RIVERSIDE MANAGEMENT GROUP, LLC a Massachusetts limited liability company (hereinafter referred to as "Assignor") as Tenant for the premises identified as 353 Trapelo Rd, Belmont, Massachusetts 02478 (hereinafter referred to as the "Premises"). A true, correct and complete copy of the Lease is attached hereto as Exhibit A, made a part hereof and incorporated herein by reference;

WHEREAS, Assignee intends to purchase the assets used in connection with the operation of Assignor's Dunkin' Donuts franchised restaurant located at the Premises (the "Transaction");

WHEREAS, as a condition to the closing of the Transaction, Assignor desires to assign to, and Assignee desires to assume, all of Assignor's right, title and interest, as tenant, in and to the Lease, in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, each to the other paid, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

ARTICLE I

EFFECTIVE DATE; CONDITION TO ASSIGNMENT

- 1.1 The above Recitals are true and accurate and are hereby incorporated into this Agreement as if fully restated herein.
- 1.2 The effective date of this Agreement is the closing date of the Transaction (the "Effective Date").
- 1.3 If the Transaction does not close, this Agreement shall be null and void without the need for further action by the parties.

ARTICLE II

ASSIGNMENT AND ASSUMPTION

2.1 Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Lease, as tenant, and in and to any alterations and improvements which the Assignor has made to the Premises and any security deposits and prepaid rent made by Assignor under the Lease.

2.2 Assignee assumes the performance of and agrees to be bound by all the executory obligations of Assignor as tenant under the Lease, arising on and after the Effective Date, including, without limitation, the obligation to pay monthly rent and other amounts provided for in the Lease, but specifically excluding any obligations or liabilities relating to any breach of the Lease, or otherwise, prior to the Effective Date or in connection with the assignment of the Lease.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

3.1 Assignor hereby represent and warrant to Assignee and its successors and assigns that:

3.1.1 Attached hereto as Exhibit A is a true, correct and complete copy of the Lease with all amendments. The Lease has not been further amended or modified, changed, altered, extended or supplemented. The Lease, including all exhibits thereto, is the only agreement between Assignor and Landlord affecting or relating to the real property and building located at the Premises. The Lease is in full force and effect, and all rent and any other amounts required to be paid by Assignor under the Lease are current and have been paid in full through the Effective Date.

3.1.2 As of the Effective Date, Assignor has not assigned or encumbered its interest in the Lease or sublet all or any portion of the Premises, nor are there any outstanding unpaid liens or security interests in any Assignor personal property, fixtures or equipment located in the Premises.

3.1.3 No default, or any event or condition which with the passing of time or giving notice, or both, would constitute a default on the part of Assignor, exists under the Lease or in connection with the Premises.

3.1.4 No claim against Landlord or Assignor or dispute between Assignor and Landlord exists under the Lease.

3.1.5 No casualty or condemnation has occurred with respect to the Premises or the parking areas or other common areas in which Assignor has rights under the Lease.

3.1.6 Landlord is not currently holding a security deposit in connection with the Lease.

3.1.7 The Assignor has fully performed all its obligations under the Lease and has paid all amounts owed under the Lease through the Effective Date, including rent, real estate taxes, insurance and common area expenses.

3.1.8 The current term of the Lease expires March 31, 2030, and the tenant has the benefit of Two (2) option terms to extend the lease each for five (5) years. The current annual base rent is payable in equal monthly installments of Seven Thousand One Hundred Twenty-Five Dollars and 31/100 (\$7,125.31) Rent and other payment obligations of Assignor arising under the Lease are paid through the period ending January 2023.

ARTICLE IV

BINDING ON SUCCESSORS

4.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and assigns. This Agreement may not be modified, discharged, terminated, or assigned verbally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns. Assignor acknowledges that Assignee is relying upon Assignor's representations and warranties contained in this Lease in agreeing to take the assignment of the Lease from Assignor.

ARTICLE V

MISCELLANEOUS

5.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in counterparts, and taken together such counterparts shall constitute one and the same Agreement, valid and binding on the parties. Signature via facsimile, email or similar electronic reproduction shall be deemed an original for the purposes of this Agreement.

5.2 Promptly upon written request of the other party, each party shall do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged or delivered, to or at the direction of such party, all further acts, transfers, assignments, powers and other documents and instruments as may be reasonably requested to give effect to the transactions contemplated hereby.

IN WITNESS HEREOF, Assignor and Assignee have signed this Agreement as of the day and year first written above.

ASSIGNOR:

RIVERSIDE MANAGEMENT GROUP, LLC
a Massachusetts limited liability company

By: DocuSigned by:
Duarte Carvalho
Name: Duarte M. Carvalho
Its: Manager

ASSIGNEE:

BEANTOWN DONUTS, LLC
a Massachusetts limited liability company

By: DocuSigned by:
Mark Pesce
Name: Mark Pesce
Its: Manager



Town of Belmont
Zoning Board of Appeals

RECEIVED
TOWN CLERK
BELMONT, MA

2007 APR -3 PM 4:09

APPLICATION FOR A SPECIAL PERMIT

Date: March 14, 2007

COMMUNITY
DEVELOPMENT
2007 MAR 14 PM 12:28

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 353-361 Trapelo Road 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 _____
Dunkin Donuts "Cafe Style" restaurant with 10 tables and 28 seats on
1874 s.f. of space.

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

Riverside Management Group, LLC

Address

414 Main Street

Watertown, MA 02472

Daytime Telephone Number

617-972-6100

2007 APR -9 PM 12: 04

Town of Belmont
Zoning Board of Appeals
Homer Municipal Building
Belmont, MA 02478

April 7, 2007

Dear Chairman of the Zoning Board of Appeals,

The purpose of this letter is to show my support for the new Dunkin Donuts location proposed for the former Twin Seafoods site on Trapelo Rd. Being a lifelong Belmont resident I think that this location will be a great addition to the neighborhood and to the town.

Sincerely,



Arthur Marchetta
68 Maple St.
Belmont, MA 02478

07-16 FILE



**TOWN OF BELMONT
OFFICE OF COMMUNITY DEVELOPMENT**

Homer Municipal Building
19 Moore Street
Belmont, Massachusetts 02478

Telephone: (617) 993-2666 Fax: (617) 993-2651

TO Zoning Board of Appeals
FROM: Jeffrey A. Wheeler, Planning Coordinator *JAW*
DATE: May 7, 2007

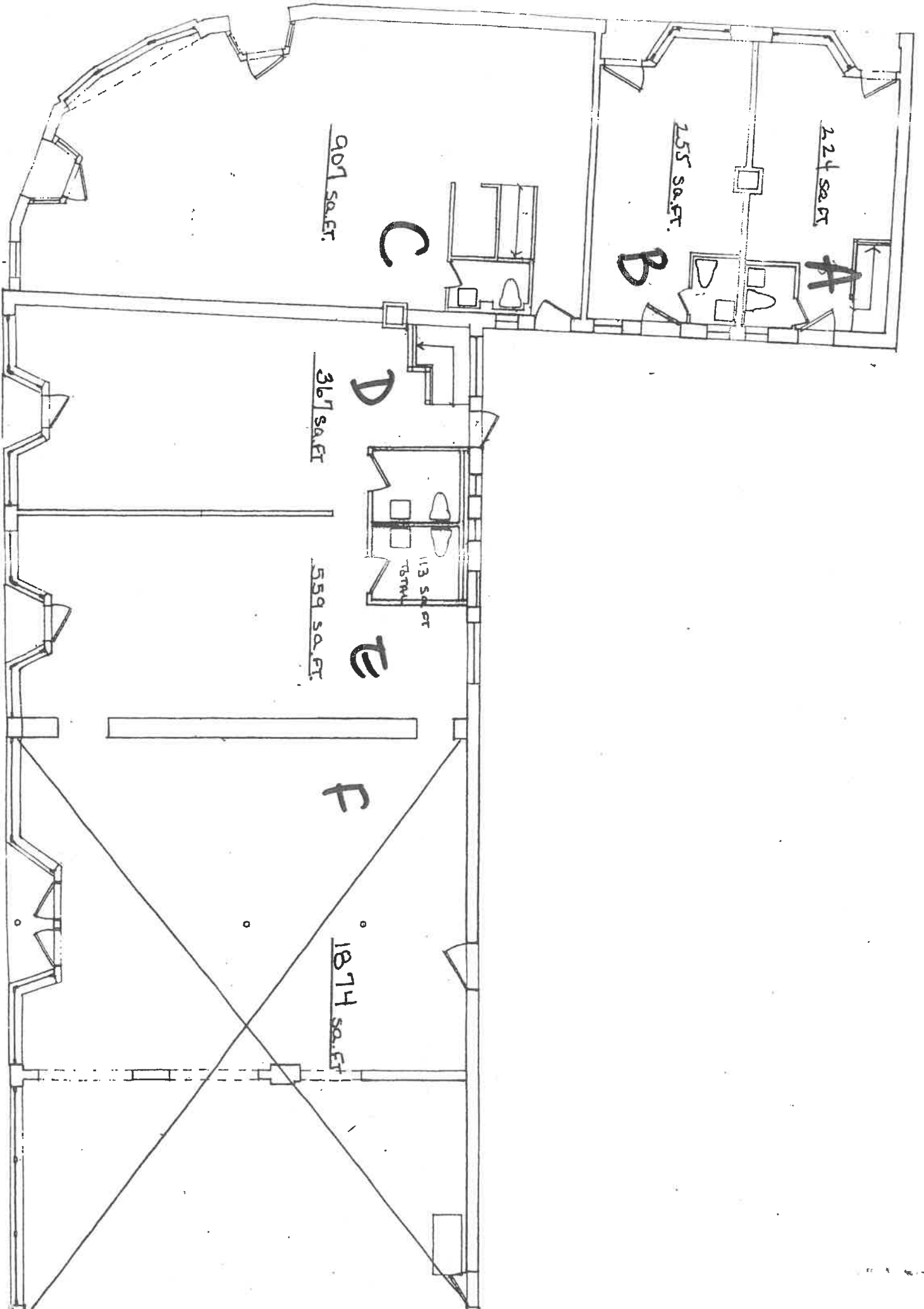
RE: Parking at 353 Trapelo Road

Based upon review of the parking requirements for 353 Trapelo Road, staff determined that the existing parking is nonconforming. The attached building space layout indicates that 33 parking spaces were required for the existing uses, while 19 spaces were provided on site (4 additional spaces are provided on the street). Spaces A, B and C are classified as retail sales and services and require 10 parking spaces (space A – 3 parking spaces, space B – 3 parking spaces, and space C – 4 parking spaces). Spaces D, E and F were used by Twins Seafood for its food sales and restaurant and required 23 parking spaces (space D was used as accessory to spaces E and F; space E had 30 seats and required 15 parking spaces and space F was the retail space which required 8 parking spaces).

The proposed use of the building requires 30 parking spaces. Spaces A through E require 16 parking spaces assuming that these spaces are used as either retail sales or services. Space F will be used by Dunkin Donuts and requires 14 parking spaces for its 28 seat restaurant. The property owner tore down a shed and reconfigured the parking lot thereby creating one additional parking space for a total of 20 parking spaces on site (4 additional spaces are also on street).

If you have any additional questions, please do not hesitate to contact me.

Thank you





TOWN OF BELMONT

BOARD OF APPEALS

2023 APR -3 PM 4: 09

**IN RE: PETITION FOR SPECIAL PERMIT RELIEF
RIVERSIDE MANAGEMENT GROUP, LLC
353-361 Trapelo Road**

APPLICANT'S STATEMENT IN SUPPORT

The applicant, Riverside Management Group, LLC, through its Manager, Duarte Carvalho, seeks special permit relief to permit the renovation and upgrade of 1874 s.f. of the premises known as 353-361 Trapelo Road. This space was the former site of a takeout restaurant with 30 seats – Twin Seafoods. The applicant proposes a “Café Style” Dunkin Donuts restaurant with seating for 28 persons. The applicant also operates a Dunkin Donuts near this site at 384 Trapelo Road. The location at 384 Trapelo Road has been in operation since 1993 and will be closed and relocated to the proposed site should the requested relief be granted.

A review of the architectural plans and renderings disclose that the proposed renovations will bring a significant upgrade to the appearance of the structure as well as to the neighborhood. The quality of the improvements/beautification includes not only a complete facelift, in a traditional inviting café style, but also fine details in regard to window treatments, awnings, gooseneck lighting, colors and panels that create a truly positive and eye pleasing appearance. The plans also disclose an attractive dual doorway entrance which allows for access from the upgraded parking area while maintaining a street

presence creating a pedestrian welcoming design to the plans. A review of the interior design also shows quality of detail and dedication to customer comfort.

The Carvalho family has maintained their restaurant operation in Belmont since 1993. Their location on Church Street in Waverley Square will remain at its present location. The Church Street site is located within a building that has provided quality upgrade to that area and that quality has been maintained in its operation. The planned renovation of the proposed location will also benefit the neighborhood through both attractive and well detailed improvements to the appearance of the site and hopefully serve as an impetus for general commercial upgrade.

The proposed location is within comfortable walking distances from homes in the area as is the Waverley Square location. It is likely to serve as a friendly “foot traffic” gathering place for members of the community including the senior patrons. This location will service a number of businesses as well as the neighboring residential area. The site will also service passing traffic along Trapelo Road which will be accommodated by the on-site parking area.

As this Board has previously found the applicant/operator is experienced and operates a clean establishment. The Board of Health has reviewed the operation, is aware of its high and proven standards and will monitor activities to ensure that all code requirements are met.

The on-site parking area surrounding the site will also be upgraded in keeping with the proposed renovation. A freezer/storage structure that was in the parking area has been taken down and is now designed to be used for increased

on-site parking. The rear of the property will be screened by an attractive 6 foot wooden fence which will act as an improved buffer to the site's neighbors. Any site lighting will be designed so as not to impact abutters. The exterior of the site, the parking area and its surroundings will be well maintained and clean in appearance. The plan also calls for a dumpster which will be maintained consistent with Town requirements and screened from view.

The parking site plan as submitted to the Board has been improved to allow for appropriate one-way traffic flow and the number of parking spaces to be provided will increase to 24 (20 on-site and 4 municipal spaces along Trapelo Road.). The on site parking provided is in excess of that required. The parking area will be striped and painted to provide an appropriate traffic guide. The site has been designed consistent with Town requirements to assure safety and traffic flow.

An additional benefit in the relocation of this operation from 384 Trapelo Road to the proposed site is in the provision of on-site parking. Since 1993 the existing location on Trapelo Road has operated without a separate parking area. The relocation complies with the required parking. This will be one of the few commercial areas along Trapelo Road that benefits from on-site parking. The applicant will ensure that employees park off-site in parking provided by the applicant. All of the spaces will be available to the Applicant in an open parking arrangement. The Applicants peak hours 7:00 am to 9:00 am are complementary to and not in conflict with other anticipated small tenant uses at the site.

The applicant has submitted a traffic report conducted by Vanasse & Associates, Inc. The report has clearly concluded that the proposed project is not expected to result in a significant change in traffic operation or vehicle queuing at the intersection over no-build conditions. The report also points out at page 24 that “it is important to note that these will not all be new trips to the roadway network for several reasons: 1) the existing Dunkin Donuts at 384 Trapelo Road will be closed and it is expected that these customers will use the new Dunkin Donuts, and 2) typically, most traffic generated by Dunkin Donuts restaurants and the like is already on the roadway network adjacent to the site. Most of these new trips would already be in Trapelo Road or Beech Street, passing by the site.” The traffic report concludes that the proposed project will have minimal impact on the roadway.

As to the operation of the relocated “Café Style” Dunkin Donuts the hours of operation will remain as is from 5:00 am to 11:00 pm daily. There will be no baking done on the premises; food will be delivered in the same vehicles as currently deliver to the Waverley Square site (box vans). Daily morning deliveries to the site of pre-cooked product, donuts, bagels, muffins, etc., will occur just prior to opening. Items are reheated/micro waved on premises. Suitable mechanical systems will be installed so no odors will be emitted outside the building.

Trash pickup will be as required 2 to 3 times per week and will be scheduled and conducted to alleviate adverse impact on the neighborhood. The

dumpster area and entire site will be maintained on a daily basis by the applicant's staff.

Signage and lighting will comply with local code. Signage and lighting will be as detailed on the plans and will provide a quality design feature to the façade.

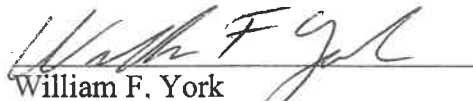
The numbers of employees will vary from 2 to 6. During the morning hours from 7:00am there will generally be 5 to 6 employees to assure appropriate customer service and efficient operation. At opening and closing there are generally two employees. As previously indicated all employees will park off site.

CONCLUSION

It is respectfully submitted that the proposed site renovation and upgrade of this former restaurant site as a "Café Style" Dunkin Donuts has been well designed and planned. The Applicant has an established history for quality operation and pride in its service. The proposed site presents an appropriate use within this LB III Zone and will benefit and serve the commercial and residential neighborhood.

Respectfully submitted,
Riverside Management Group, LLC

By its attorney,


William F. York
Gilman, McLaughlin & Hanrahan, LLP
101 Merrimac Street
Boston, MA 02114
617-227-9999

RECEIVED
TOWN CLERK
BELMONT, MA

2023 APR -3 PM 4: 09

MDSX. SO. DIST. DEEDS
DOCUMENT 1453941
DATE September 7, 2007
TIME 1:18 PM

**BOARD OF APPEALS
TOWN OF BELMONT**

RECEIVED
TOWN CLERK
BELMONT, MA.
Aug 9 11 27 AM '07

CASE NO.:

07-16

PETITIONER:

**DUARTE CARVALHO, Manager of
Riverside Management Group, LLC
D/b/a Dunkin Donuts**

PROPERTY ADDRESS:

353 Trapelo Road

DATE OF PUBLIC HEARING:

April 9, 2007
May 7, 2007

MEMBERS SITTING:

William D. Chin
Chairman
Arthur P. Krieger
Anthony L. Leccese
Eric A. Smith
Rebecca Vose

Martin L. Cohen
William D. Lovallo
Associate Members

MEMBERS VOTING:

William D. Chin
Anthony L. Leccese
Eric A. Smith
Rebecca Vose
Martin Cohen

This is a proceeding before the Board of Appeals of the Town of Belmont (the "Board"), acting pursuant to Chapter 40A of the General Laws of the Commonwealth of Massachusetts, as

amended, and the Zoning By-Law of the Town of Belmont, Massachusetts (the "By-Law") to consider the application of Duarte Carvalho, Manager of Riverside Management Group, LLC ("Petitioner"). Riverside Management Group, LLC has entered into a lease agreement to lease approximately 1,874 square feet of retail space (the "Leased Premises") at 353-361 Trapelo Road in a Local Business III Zoning District (the "Premises"). Petitioner has applied for a **Special Permit** under Section 3.3 of the By-Law to operate a **Dunkin Donuts "Cafe Style" Restaurant with 10 tables and 28 seats.**

After all the statutory requirements for publication and notice were satisfied, a public hearing was held on Monday, April 9, 2007 and continued for further hearing to Monday, May 7, 2007, in the Assembly Room of the Belmont Public Library, 336 Concord Avenue. Sitting for the Board were William D. Chin, Chairman, Arthur P. Krieger (May 7, 2007 only), Anthony L. Leccese, Eric A. Smith, Rebecca Vose and Associate Members Martin L. Cohen, and William D. Lovallo.

Petitioner appeared with his agent, William F. York, Esquire, who directed the presentation. Petitioner and family members have operated a Dunkin Donuts franchise at 384 Trapelo Road (since 1993) and a "Café Style" Dunkin Donuts Restaurant at 44-54 Church Street (since 1999). Petitioner proposes to close the Trapelo Road franchise and to reopen at the Leased Premises as a "Café Style" Dunkin Donuts Restaurant. The Leased Premises has been vacant since the prior tenant Twin Seafoods Restaurant closed and has rights to on-site parking which is not available at the current 384 Trapelo Road site.¹ Petitioner's peak parking needs, which occur between 7:00 AM

¹ At the continued hearing on May 7, 2007, Petitioner filed a copy of a First Amendment To Lease which provided Tenant, "the right to use 14 parking spaces located in the parking area of the Premises". (The 14 parking spaces satisfy the By-Law's parking requirement for this proposed use.)

and 9:00 AM, will not compete with the parking needs of the other retail tenants at the Premises. Also, Petitioner will ensure that all employees park off-site and off-street by providing them with parking.²

According to Ken Cram, of Vanasse & Associates, Petitioner's traffic consultant, the directional distribution of trip traffic generated to and from the Leased Premises by the proposed use will be 40% to/from the east on Trapelo Road; 42% to/from the west on Trapelo Road; 8% to/from the south on Beech Street; and 10% to/from the north on Beech Street. The traffic study also noted that these traffic trips will not be new trips because (1) the 384 Trapelo Road Dunkin Donuts will be closed, and (2) most Dunkin Donuts traffic "is already on the roadway network adjacent to the site" ("would already be on Trapelo Road and Beech Street, passing the site").

Petitioner revised its parking lot traffic pattern. One-half of the parking lot will be two-way traffic to/from Trapelo Road. The other one-half of the parking lot will be one-way traffic to Beech Street.

Mr. Cram informed the Board that the portion of Trapelo Road adjacent to the Premises is at its widest. Eastbound Trapelo Road traffic will have room to queue when making a left turn into the premises without obstructing the remaining eastbound traffic.

The proposed one-way traffic to Beech Street raised safety concerns for pedestrian and automobile traffic along Beech Street. An overhead mounted convex mirror will allow pedestrians and drivers turning onto Beech Street from Trapelo Road, as well as, drivers exiting the Premises to see each

² "The number of employees will vary from 2 to 6. During the morning hours from 7:00am there will generally be 5 to 6 employees... At opening and closing there are generally two employees."

other.³ A speed hump will be installed, along with signage and striping. Mr. Cram also informed the Board that the portion of Beech Street from the Premises to Trapelo Road has “loop sensors” embedded in the road. Traffic entering onto Trapelo Road from Beech Street triggers an extension of the traffic light in order to prevent queuing.

Although Petitioner met with Town staff and with neighbors prior to the hearing, Petitioner met with neighbors after the April 9, 2007 hearing date to address concerns about traffic noise and congestion, the glare of automobile headlights into homes, trash and litter. A freezer/storage structure that buffered the rear abutters was taken down to increase on-site parking. At the continued hearing on May 7, 2007, Petitioner presented a *Fence Elevation, dated 05/02/2007* with a revised proposal “A 8’-0” Fence At Rear”. The proposal “B 6’-0” Fence At Right Side” remained as previously submitted. Proposal “A” was accepted by the rear abutters; however, the right side abutter on Trapelo Road did not approve of Proposal “B”. Petitioner agreed to revise Proposal “B” to show an 8’-0” fence from the rear property line to the rear corner of the right side abutter’s structure, then step down to 6’-0” to parallel the structure, then step down to 3’-0” to the sidewalk.

Petitioner proposes to operate from 5:00 AM to 11:00 PM daily. There will be no baking done on the Leased Premises. Daily morning deliveries of pre-cooked product, donuts, bagels, muffins, etc. will occur just prior to opening. Items are reheated/microwaved on site. Mechanical systems will be installed so no odors will be emitted outside.

Petitioner has met with the Department of Health and has addressed the Department’s

³ See Vanasse & Associates, Inc. *Conceptual Signage and Striping Plan*, dated 04/19/07, R: 4/25/2007.

concerns. The trash dumpster will be located in a fenced and gated area. Trash pickup will be 2 to 3 times per week as required and will be scheduled and conducted to alleviate adverse impact on the neighborhood. The dumpster area and entire site will be maintained on a daily basis by Petitioner's staff.

Petitioner will comply with the signage and lighting codes. The Landlord currently has security lighting in the rear of the building which lighting has been in place for 50 years and has operated without complaint from neighbors. Petitioner will install new lighting, which will be manually controlled, on the Trapelo Road façade and the façade adjacent to Trapelo Road. Petitioner has agreed, where available, to utilize energy efficient light bulbs for its lighting needs.

Petitioner submitted letters of support.

A number of people attended the hearing, some for one session others for both sessions. Some of the attendees were in support, some had questions or voiced concerns, a minority were opposed. Most of the questions and concerns have been addressed by the Petitioner and are recited hereinabove or in the Conditions which follow and will not be repeated here. An opponent expressed concern that there would be more traffic turning from Trapelo Road onto Hull Street, "because the traffic is from Waltham". The only scenario that the Board can envision is that customers from Waltham would head east on Trapelo Road, bypass the Dunkin Donuts in Waverley Square, park on the southerly side of Trapelo Road, cross Trapelo Road, patronize the Petitioner, return to their vehicles and turn right onto Hull Street. This scenario is not supported by the traffic study that Petitioner commissioned.

After deliberation the Board, upon motion duly made and seconded, voted 5-0 to grant

Petitioner's application for a Special Permit to operate a restaurant at 353 Trapelo Road, subject to the following conditions:

1. The Special Permit is granted only to Duarte Carvalho or to an entity controlled by him and may not be assigned or transferred, in whole or in part, without the Board's specific approval, following a public hearing on a new application.
2. Hours of operation shall be from 5:00 AM to 11:00 PM, seven days a week and, if required, subject to the approval of the Board of Selectmen.
3. There is to be no on-site baking or cooking. Items may be reheated/microwaved on the Leased Premises. Suitable mechanical systems will be installed so no odors will be emitted outside the Leased Premises.
4. No deliveries are to be made to the Leased Premises after 6:00 PM and early morning delivery (ies) shall be made from the delivery vehicle, while parked at the curb on Trapelo Road.
5. All signage and lighting must comply with local codes. Energy efficient light bulbs will be used if available.
6. The rear fence and right side fence shall be constructed, as proposed by Petitioner and the abutters.
7. Petitioner will provide off-site and off-street parking for employees.
8. Petitioner will make the improvements to the Leased Premises and the Premises in accordance with the submitted plans, as amended.
9. This Special Permit for restaurant use shall be reviewed at the end of three years after Petitioner has received a certificate of occupancy for the Leased Premises. At the time of review, the Board may renew or modify or refuse to re-issue the Special Permit,

RECEIVED
TOWN CLERK
BELMONT, MA

2007 APR -3 PM 4:09

Jeffrey

07-16

5.7.07

SUBMITTED AT ZBA
PUB. HRG. 5/7/07

May 7, 2007

Mr. Jeffrey A. Wheeler
Planning Coordinator
Belmont Zoning Board of Appeals
Homer Municipal Building
Belmont, Massachusetts 02478

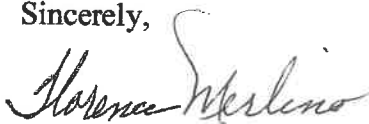
Dear Mr. Wheeler:

I am writing in support of the proposed use of 353-361 Trapelo Rd, as a Dunkin Donuts, as I am an abutter to the property. The landlord of this property has done a great job of renovating the property, tearing down the garage, fixing the parking lot and developing a plan for the property with tenants such as Dunkin Donuts.

This development is good for the neighborhood property values and the town of Belmont and will help to drive business to Belmont retail properties nearby. The landlord has also provided aesthetic improvements, such as the new façade which will be built and the new fence to provide privacy for the abutters.

I wholeheartedly support this project.

Sincerely,



Florence Merlino
FGM Realty Trust
147-149 Beech Street
Belmont, MA 02478

Cc David Carvalho
Rachele De Pamphilis

07-16

COMMUNITY
DEVELOPMENT

April 30, 2007

2007 MAY 03 PM 11:16

Mr. David Carvalho
Riverside Management Group LLC
Dunkin Donut Franchise Owner
414 Main Street
Watertown, MA 02472
(617) 972- 6100 ext 11

Dear Mr. Carvalho,

It was good to meet you and your family and hear Mr. William York's Dunkin Donut site presentation at the April meeting of the Belmont Zoning Board of appeals regarding a permit to open a Dunkin Donut at 353 Trapelo Rd. As you recall I was unaware of the invitation to attend the meeting with the abutters to discuss neighborhood concerns. Since the last board meeting I've had an opportunity to review my concerns with Jeffrey A. Wheeler, Belmont Planning Coordinator, about the adjoining property at 143/145 Beech St. and in particular the area that runs parallel to your parking lot and driveway.

We find that many of your proposals will greatly improve the commercial property. I also believe you are accommodating to the concerns of surrounding residential properties. I would however find it best to raise the closed fence height to 8 feet or higher running along 5 Wilson Ave. and 143/145 Beech St. properties to provide adequate abatement of sound and visual site of heavy customer auto & truck traffic during early morning and late evening hours.

We do not object to increasing the fence height to 8 feet or higher. Some may call an 8 foot fence a "Spite Fence." Again, we prefer this height or higher fencing. Please be spiteful since our backyard and side elevation is 2 to 3 feet above the parking lot and driveway. A proposed 6 foot fence would only be at best 4 feet of a barrier from the daily increase activity of parked and moving vehicles. Just as important a higher fence is to prevent transfer of litter from customers discarding food, cups and papers.

I have one request that the damage caused to our concrete block retaining wall during removal of the storage garage be repaired before fencing is installed. See attached photos:

Again we wish you the best in your business venture. Sincerely,



Joseph J. Dow

35 Raleigh Road
Belmont, MA 02478
(617) 484-0061
Josephdow@msn.com

CC: Jeffery A. Wheeler
Planning Coordinator

**NOTICE OF PUBLIC HEARING BY THE
ZONING BOARD OF APPEALS**

ON APPLICATION FOR A SPECIAL PERMIT

Notice is hereby given that the Belmont Zoning Board of Appeals will hold a public hearing on **MONDAY, APRIL 9, 2007**, at 7:30 PM in the **ASSEMBLY ROOM, BELMONT PUBLIC LIBRARY, 336 Concord Ave.**, to consider the application of **RIVERSIDE MANAGEMENT GROUP, d/b/a Dunkin Donuts, Duarte Carvalho, Manager, William York, Agent, for A SPECIAL PERMIT** under Section 3.3 to **OPERATE A RESTAURANT at 353 TRAPELO ROAD** in a Local Business III Zoning District.

ZONING BOARD OF APPEALS

COMMUNITY
DEVELOPMENT

2007 APR -9 PM 3: 18

Joseph F. Greene

41 Lexington Street

Belmont Massachusetts 02478

(617)484-4370 FAX (617)484-2854

April 6, 2007

Belmont Zoning Board of Appeals

Town Hall

450 Concord Ave.

Belmont Massachusetts 02478

To All Members Of The Board:

I am writing to you on behalf of the Carvalho Family (Riverside Management) regarding their request to relocate their Trapelo Road Dunkin Donuts Store to the former Greers Seafood location. Because I am a neighbor of both of their stores, my business is located on Trapelo Road, and I live across Lexington Street from the Waverley Square location, I feel I have a better than average knowledge about the impact this move might have.

I strongly support this move as a sound step in improving the Trapelo Road Corridor. The new location will allow for off street parking, something that the current location lacks. This addition alone will curtail the number of pedestrians crossing Trapelo Road at mid block, making the approach to the Beech Street intersection a much safer place.

As a resident of Waverley Square I know what having a Dunkin Donuts next door is like.

My family knows what its like when you live in house adjacent to commercial property. I also know that the owners of the business do everything possible to insure that they are good neighbors. David and his father often stop by to talk about the shop and its impact on the area. They want to know about every detail so that no issue becomes a problem. They

require their employees to maintain a clean location not only inside but outside as well. They promptly remove any snow and ice and any trash that collects in the area. As far as I'm concerned I could not ask for a better neighbor.

If any member of the board wishes to contact me with any questions, please do. If there are any prospective neighbors who have concerns please refer them to me. I'll be happy to share my experiences with them.

It is my opinion that allowing this move will be a great improvement to the commercial area and will have little impact on the residential neighborhood.

Thank You For Your Time.

Sincerely,

A handwritten signature in black ink, appearing to read 'J.F. Greene', with a long horizontal flourish extending to the right.

Joseph F. Greene
j.f.greene@verizon.net

Duncan Text.txt

14-70	BRASCO TR WAYNE	773 MOODY ST	325 TRAPELO RD	07-16
14-85	M C B REALTY TRUS ROZZI PANFILO	WALTHAM MA 02453-5007 87 CLARK ST	13-15 SABINA WAY	07-16
14-86	GERMANN TC GABR	BELMONT MA 02478-2450 11 SABINA WAY	9-11 SABINA WAY	07-16
14-87	MARK C TOGERSON MARTIN JEANNETTE	BELMONT MA 02478-2268 13-15 FRANCIS ST	13-15 FRANCIS ST	07-16
14-88	LYONS JR J	BELMONT MA 02478-2218 7 FRANCIS ST	7-9 FRANCIS ST	07-16
14-89	DOBLIN TE RICHAR	BELMONT MA 02478-2218 3 FRANCIS ST	3 FRANCIS ST	07-16
14-90	LYNNE JONES DOBLIN GHALEB MOHAMMED	BELMONT MA 02478-2218 20 WILSON AVENUE	20 WILSON AVE	07-16
14-91	HALL A	BELMONT MA 02478- 26 WILSON AVE	24-26 WILSON AVE	07-16
14-92	WANG JT JIAN	BELMONT MA 02478-2235 30 WILSON AVE	28-30 WILSON AVE	07-16
14-93	JIN WANG KERSHAW SR TE RIC	BELMONT MA 02478-2235 1021 CONCORD AVE	32-34 WILSON AVE	07-16
14-109	ELIZABETH H KERSHA STAR THEATERS INC	BELMONT MA 02478-1040 1296 WASHINGTON ST	368-380 TRAPELO RD	07-16
14-110	HATZIGIANNIS ETAL	W NEWTON MA 02465- 44 TERRACE RD	382-386A TRAPELO RD	07-16
14-122	THE P M 2 REALTY T DYER DENNIS A	MEDFORD MA 02155-3013 6 THORNTON ROAD	116-118 BEECH ST	07-16
14-123	GALLAGHER JT PAU	WALTHAM MA 02453- P O BOX 79093	122-124 BEECH ST	07-16
14-124	MARGARET ANN GROVE HRISSANTHOU ETAL T	WAVERLY MA 02479-0093 7 WACHUSETT AVE	358-366 TRAPELO RD	07-16
14-126	CPH BELMONT REALTY VOSGHANIAN TE H	ARLINGTON MA 02476-5813 123 BEECH ST	121-123 BEECH ST	07-16
14-127	TAGOOSH VOSGHANIAN MANCUSO TRS P	BELMONT MA 02478-1811 P O BOX 448	117 BEECH ST	07-16
14-128	BB & M REALTY TRUS FURNARI TE LAWRE	BELMONT MA 02478-0004 115 BEECH ST	115 BEECH ST	07-16
14-129	ANGELINA C FURNARI CLARK TE THOM	BELMONT MA 02478-1811 111 BEECH ST	111 BEECH ST	07-16
14-141	PRISCILLA N CLARK AUGUSTI TE RONAL	BELMONT MA 02478-1811 41 HULL STREET	39-41 HULL ST	07-16
14-142	MELODYE A AUGUST ZHANG TE LIGANG	BELMONT MA 02478-1813 33 HULL ST	31-33 HULL ST	07-16
	WEN LIU	BELMONT MA 02478-1813		

Duncan Text.txt

14-143	OCCHINO TE JOHN	18 HULL STREET	23 HULL ST	07-16
14-144	SANDRA M OCCHINO SKOLNICK DAVID C	BELMONT MA 02478-1814 14 CRESTVIEW ROAD	15-17 HULL ST	07-16
14-145	SKOLNICK DAVID C	BELMONT MA 02478- 14 CRESTVIEW ROAD	9 HULL ST	07-16
14-146	KRANIAS RODI	BELMONT MA 02478- 7 WACHUSETT AVE	350 TRAPELO RD	07-16
14-148U1	POCKROSE TE ANDR	ARLINGTON MA 02476-5813 346 TRAPELO RD U	346 TRAPELO RD	07-16
14-148U2	ELIZABETH E BLOC CRISPIN JEFF W	BELMONT MA 02478-1864 346 TRAPELO RD U2	346 TRAPELO RD	07-16
14-148U3	NILL JASON M	BELMONT MA 02478-1864 346 TRAPELO RD U3	346 TRAPELO RD	07-16
14-150	VARSAMIS JT G	BELMONT MA 02478-1864 99 ELM ST	14-16 HULL ST	07-16
14-151	PAMELA DIVRIS OCCHINO TE J	BELMONT MA 02478-3730 18 HULL ST	18 HULL ST	07-16
14-152	SANDRA OCCHINO OCCHINO TE J	BELMONT MA 02478-1814 18 HULL ST	20 HULL ST	07-16
14-153	SANDRA OCCHINO OCCHINO J	BELMONT MA 02478-1814 18 HULL ST	32 HULL ST	07-16
14-171	SANDRA OCCHINO CARDELLO TE J	BELMONT MA 02478-1814 19 WALNUT ST	19-21 WALNUT ST	07-16
14-172	MARY ANN CARDELLO AMATO TC A	BELMONT MA 02478-1826 15 WALNUT ST	15 WALNUT ST	07-16
14-173	LUCY COSTABILE TUTEIN TE BARRY	BELMONT MA 02478-1826 378 BRIGHTON STREE	11 WALNUT ST	07-16
14-174	ETAL CHIU TE T	BELMONT MA 02478-3360 9 WALNUT ST	7-9 WALNUT ST	07-16
14-175	LILING CHIU RAO ETAL TRS P	BELMONT MA 02478-1826 20 GRANDVIEW AVE	326-328 TRAPELO RD	07-16
14-178	BUBBLES REALTY TRU DENATALE JR LEO	WATERTOWN MA 02472-1790 334 TRAPELO RD	334-336 TRAPELO RD	07-16
14-180	ROZZI ETAL TRS	BELMONT MA 02478-1864 87 CLARK ST	322 TRAPELO RD	07-16
14-181	ROZZI NOMINEE TR CABRAL TE A	BELMONT MA 02478-2450 8 WALNUT ST	8-10 WALNUT ST	07-16
14-182	JEAN G CABRAL MCVEIGH LE FRANCE	BELMONT MA 02478-1827 12 WALNUT ST	12-14 WALNUT ST	07-16
26-166	FAHEY TC J	BELMONT MA 02478-1827 167 BEECH ST	167-169 BEECH ST	07-16
	ETAL	BELMONT MA 02478-1938		

Duncan Text.txt

26-167	WU TE ZHENZHOU		163-165 BEECH STRE	163-165 BEECH ST	07-16
26-168U1	YU FENG WEI ROUSSEL PATRICK		BELMONT MA 02478-1938 159-161 BEECH ST U	159-161 BEECH ST	07-16
26-168U2	ANSARI TE ARASH		BELMONT MA 02478- 159-161 BEECH STRE	159-161 BEECH ST	07-16
26-169	GABRIELLA ANSARI MARSH TE	C	BELMONT MA 02478- 42 WARWICK ROAD	155-157 BEECH ST	07-16
26-170	NANCY M MARSH GARDNER TE	C	BELMONT MA 02478-2841 326 BACON ST	151-153 BEECH ST	07-16
26-171	DOROTHY L GARDNER OHALLORAN TE	C	WALTHAM MA 02451-7515 4 WILSON AVE	4 WILSON AVE	07-16
26-172	VIRGINIA C OHALLOR WHALEN JT	M	BELMONT MA 02478-2234 8 WILSON AVE	8 WILSON AVE	07-16
26-173	MICHELLE A MADDEN KERRIGAN JR	J	BELMONT MA 02478-2234 1 ASPEN DR	2-4 FRANCIS ST	07-16
26-174	THOMPSON TE DA		WESTON MA 02493-1301 8 FRANCIS ST	6-8 FRANCIS ST	07-16
26-175	LORETTA L THOMPS BOCCIA	A	BELMONT MA 02478-2219 12 FRANCIS ST	10-12 FRANCIS ST	07-16
26-176	DONNER TC TARA		BELMONT MA 02478-2219 16-18 FRANCIS STRE	16-18 FRANCIS ST	07-16
27-1	STEVEN B AND SUSAN ANSERLIAN TR VEK		BELMONT MA 02478- 297 LAKE STREET	363-365 TRAPELO RD	07-16
27-2	HVM TRUST DIGIOVANNI TE JOS		WALTHAM MA 02454- 17 AGRILLA RD #1	134-136 BEECH ST	07-16
27-3	BERNADETTE K DIGIO ZUCCARELLO TE G		IPSWICH MA 01938- 74 HULL ST	138 BEECH ST	07-16
27-4	MARY ZUCCARELLO VASTIS	N	BELMONT MA 02478-1814 161 HARVARD AVE S	140 BEECH ST	07-16
27-5	C/O TASOS REALTY MARSH	N	ALLSTON MA 02134-2724 42 WARWICK RD	146 BEECH ST	07-16
27-6	MARSH TE	N	BELMONT MA 02478-2841 42 WARWICK RD	148-150 BEECH ST	07-16
27-7	CERDRIC R MARSH GHARIBIAN TE DZOV		BELMONT MA 02478-2841 46 COUNTRY CLUB LA	152-154 BEECH ST	07-16
27-8	VAHIG M GHARIBIAN GENTA MATTHEW J		BELMONT MA 02478-1103 3 LAMBERT RD	156-158 BEECH ST	07-16
27-18	HAROUTOUNIAN	ZO	BELMONT MA 02478-2928 31-33 DAVIS RD	31-33 DAVIS RD	07-16
27-19	MORSE TE	P	BELMONT MA 02478-1329 27 DAVIS RD	27-29 DAVIS RD	07-16
	IRENE F MORSE		BELMONT MA 02478-1948		

Duncan Text.txt

27-20	BURROWS	J	75 CLAIREMONT RD	19-21 DAVIS RD	07-16
27-21	ROUSE TE	A	BELMONT MA 02478-2639 17 DAVIS RD	17 DAVIS RD	07-16
27-22	CATHERINE R ROUSE ARRIA ETAL TC	A	BELMONT MA 02478-1948 15 DAVIS ROAD	13-15 DAVIS RD	07-16
27-23	C/O RICHARD ARRIA TURNBULL MARILY		BELMONT MA 02478-1948 19 BLACK OAK RD	9-11 DAVIS RD	07-16
27-24	HOVSEPIAN	J	WAYLAND MA 01778- 44 CHANDLER STREET	5-7 DAVIS RD	07-16
27-25	MOSS ETAL TRS	B	BELMONT MA 02478- PO BOX 44	367-393 TRAPELO RD	07-16
	MOSS REALTY TRUST		NEEDHAM HEIGHTS MA 02494-0001		

DEPARTMENT OF HEALTH



DONNA L. MOULTRUP, R.N., C.H.O.
DIRECTOR OF HEALTH

(617) 993-2720
Fax (617) 993-2721


P.O. BOX 56, 19 MOORE STREET
BELMONT, MASSACHUSETTS 02478

BOARD OF HEALTH
DAVID B. ALPER, D.P.M.
DONNA S. DAVID, R.N., M.N.
ROBERT M. EISENDRATH, M.D.

COMMUNITY DEVELOPMENT
2007 APR 20 PM 2:04

April 20, 2007

TO: Jeffrey Wheeler, Planning Coordinator

FROM: Donna Moultrup, Director 

RE: ZBA Hearing for Dunkin Donuts, 353 Trapelo Rd.

I am writing to confirm that the Health Department is in support of the proposed plan for Dunkin Donuts to move into the building at 353 Trapelo Rd. We have met with the owners and other departments and have reviewed the plans. This owner is very conscientious and will work cooperatively with us. All of our concerns were addressed at the meeting.

If you have any questions, please don't hesitate to call me at 617-993-2720.

cc: Stefan Russakow, Assistant Director

RECEIVED
TOWN CLERK
BELMONT, MA
2007 APR -3 PM 4:09

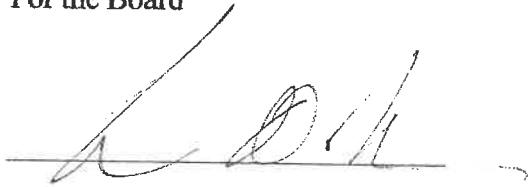


reserving all rights to the Board to act on information then presented to the Board.

Therefore, the application for Special Permit, as so conditioned, is GRANTED.

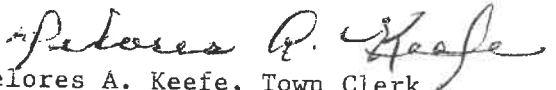
Dated: August 8, 2007

For the Board



I, Delores A. Keefe, Town Clerk, hereby certify the twenty (20) days have elapsed after the decision was filed in the Office of the Belmont Town Clerk on August 9, 2007 and . . . I further certify that no appeal has been filed with regard to granting of said Special Permit with nine (9) conditions.

DATE: September 4, 2007


Delores A. Keefe, Town Clerk

RECEIVED
TOWN CLERK
BELMONT, MA
2007 APR -3 PM 4:09

RECEIVED
TOWN CLERK
BELMONT, MA

07-16
5.7.07
Submitted AT ZBA
PUB. HRG 5/7/07

May 4, 2007

2007 APR -3 PM 4:10

Joseph J. Dow
35 Raleigh Road 143-145 Beech St.
Belmont, MA 02478

Re: 353 Trapelo Road Belmont, MA.

Dear Mr. Dow:

I received a copy of your letter to David Carvalho dated April 30, 2007, stating your preference for increasing the fence height to 8 feet. As you know the Town of Belmont allows a six (6 ft.) fence installation without approval, and any increase in the 6 ft. height requires an approval process. Both Dave and I support your suggestion for an 8 foot fence. With that in mind, I've enclosed the detail for an eight foot fence planned for this location. I have already spoken to a contractor previously about fixing the concrete block retaining wall prior to the fence installation.

I would appreciate receiving your support with regard to this 8 ft. fence plan by signing this document as acknowledgement of your support.

I hope to see you at the meeting on Monday, May 7, 2007.

Best regards,



Rachele M. DePamphilis
Robert W. Jones, Inc.

AGREED TO AND ACCEPTED BY:



Joseph J. Dow

Stephanie A. Dow

May 7, 2007

Date

May 7, 2007

Date

J. E. Jones

5.7.07

SUBMITTED AT ZBA
PUB HRG 5/7/07

May 4, 2007

Paul and Arlene McNulty
5 Wilson Ave
Belmont, MA 02478

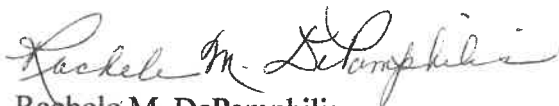
Re: 353 Trapelo Road Belmont, MA.

Dear Mr. and Mrs. McNulty

I wanted to give you an update on the current fence situation. As you know the Town of Belmont allows a six (6 ft.) fence installation without approval, and any increase in the 6 ft. height requires an approval process. Both Dave and I support an 8 foot fence, as we have received feedback that a 9 ft fence would be too high. With that in mind, I've enclosed the detail for an eight foot fence planned for this location. I have already spoken to a contractor previously about fixing the concrete block retaining wall prior to the fence installation and have removed the old tree stump at my expense.

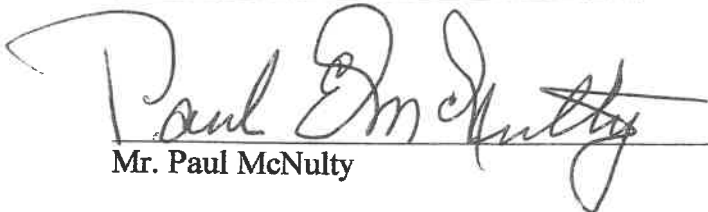
I would appreciate receiving your support with regard to this 8 ft. fence plan by signing this document as acknowledgement of your support.

Best regards,



Rachele M. DePamphilis
Robert W. Jones, Inc.

AGREED TO AND ACCEPTED BY:


Mr. Paul McNulty

5-4-07
Date

GENERAL NOTES

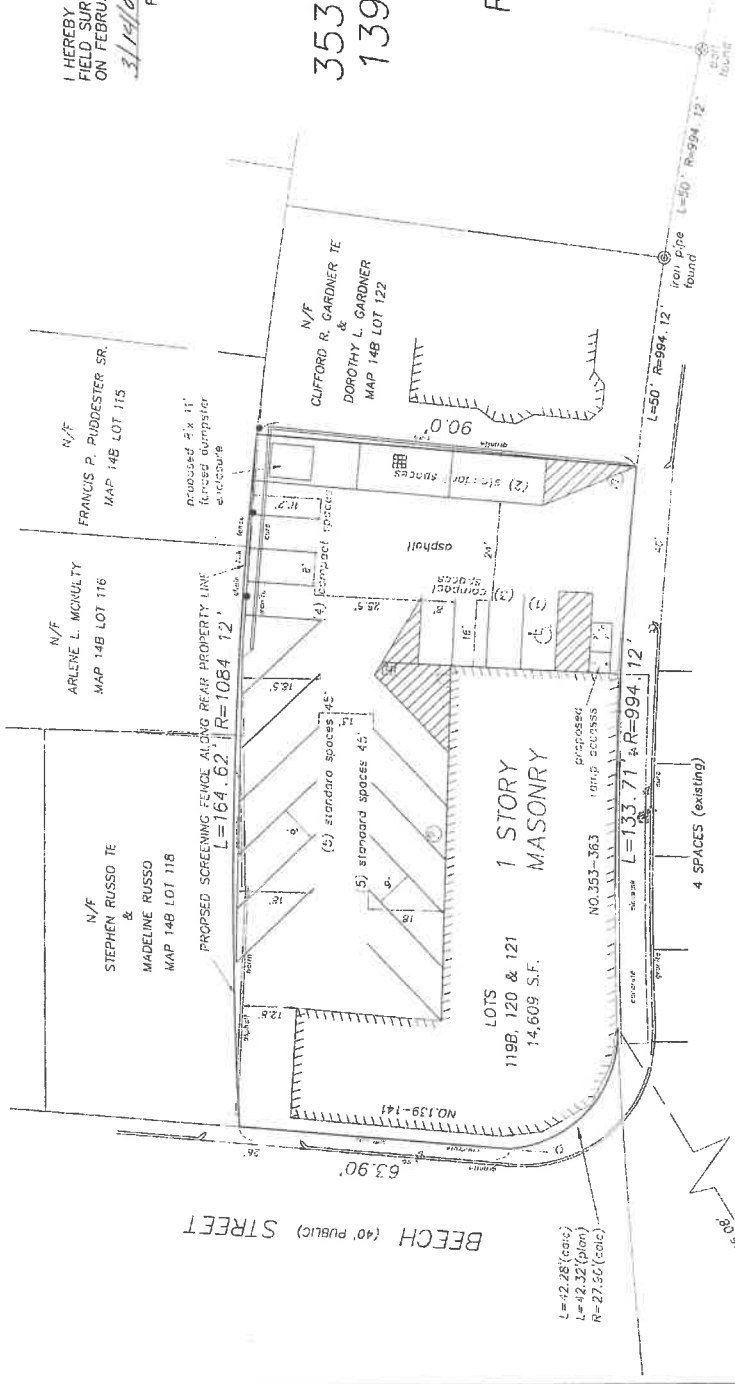
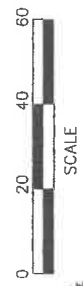
OWNER OF RECORD: ROBERT JONES, INC.
 PO BOX 139 BELMONT, MA 02478
 DEED REFERENCE: C.O.T. 112877 BOOK 683 PAGE 127
 PLAN REFERENCE: BOOK 6 PLAN 325 LOTS 119-121
 TAX MAP REFERENCE: LAND COURT PLAN 1053D LOT 119B
 ZONING DISTRICT: LOCAL BUSINESS DISTRICT III

I HEREBY CERTIFY THAT THIS SURVEY IS BASED ON AN ACTUAL
 FIELD SURVEY BY OTTE & DWYER, INC., LAND SURVEYORS
 ON FEBRUARY 12, 2007
 3/14/07
 PROFESSIONAL LAND SURVEYOR
 FOR OTTE & DWYER, INC.

PLAN OF LAND
 SHOWING PARKING
 EXISTING & PROPOSED
 353-363 TRAPELO ROAD
 139-141 BEECH STREET
 BELMONT, MASS.

PREPARED FOR
 RIVERSIDE MANAGEMENT
 GROUP, LLC
 BY
 Otte & Dwyer, Inc.
 LAND SURVEYORS

59 APPLETON STREET SAUGUS, MASS.
 P.O. BOX 982 (781) 233-8155
 SCALE: 1" = 20' MARCH 7, 2007



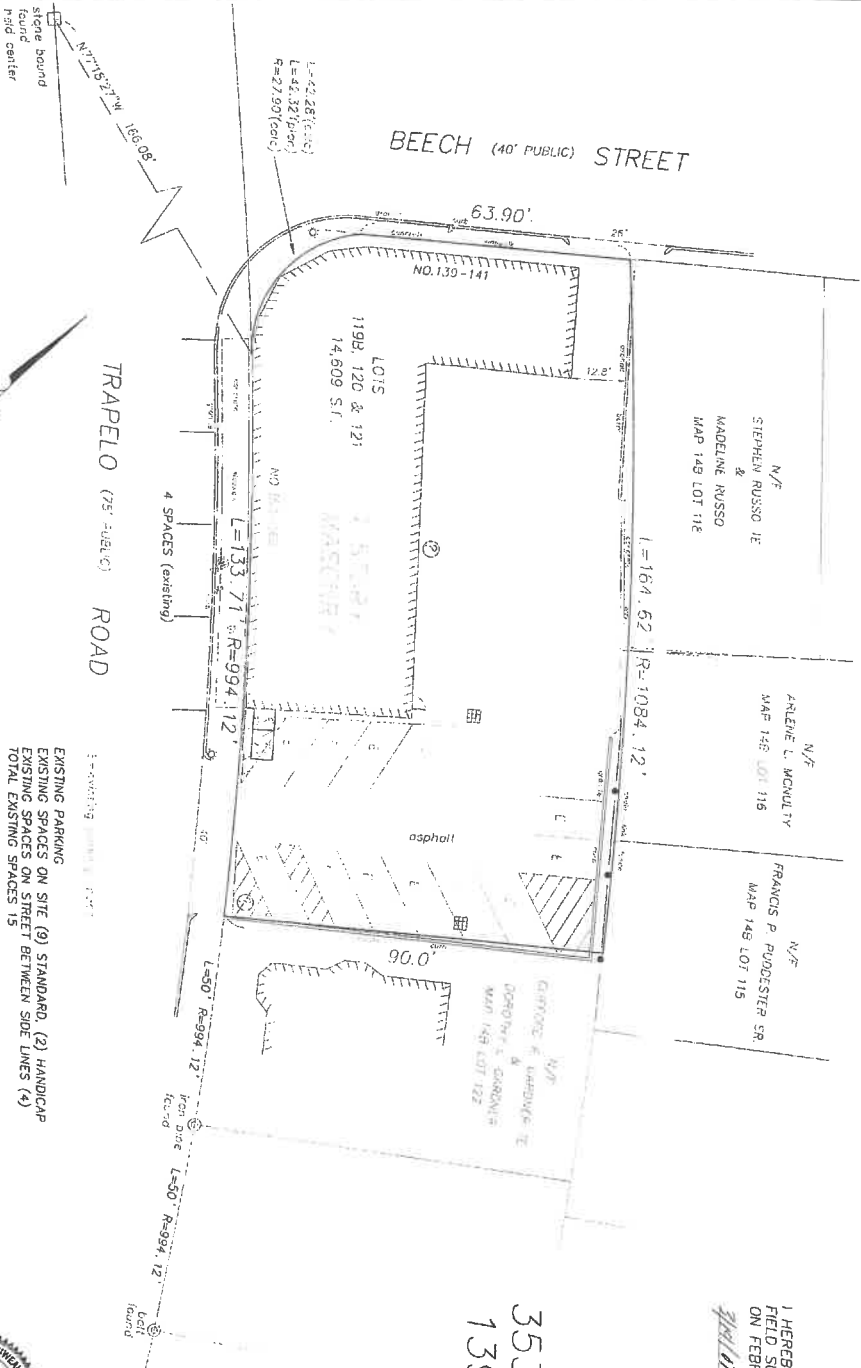
- EXISTING PARKING
- EXISTING SPACES ON SITE (9) STANDARD, (2) HANDICAP
- EXISTING SPACES ON STREET BETWEEN SIDE LINES (4)
- TOTAL EXISTING SPACES 15
- PROPOSED PARKING SPACES ON SITE
- 45° ANGLE PARKING STANDARD SPACES (10)
- PARRALELL STANDARD SPACES (2)
- STANDARD HANDICAP SPACE (1)
- TOTAL PROPOSED STANDARD SPACES (14)
- COMPACT 90° SPACES (7)
- EXISTING PARRALELL SPACES ON STREET (4)
- SPACE TOTAL 24

TRAPELO (75' PUBLIC) ROAD



GENERAL NOTES

OWNER OF RECORD: ROBERT JONES, INC.
 DEED REFERENCE: P.O. BOX 139 BELMONT, MA 02478
 DEED REFERENCE: C.O.T. 112677 BOOK 693 PAGE 127
 PLAN REFERENCE: BOOK 6 PLAN 325 LOTS 119-121
 TAX MAP REFERENCE: LAND COURT PLAN 1053D LOT 119B
 TAX MAP REFERENCE: PARCEL ID 14-61
 ZONING DISTRICT: LOCAL BUSINESS DISTRICT III



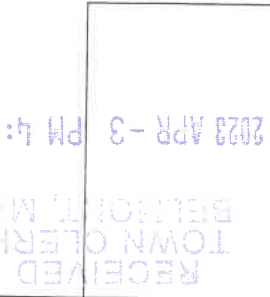
EXISTING PARKING
 EXISTING SPACES ON SITE (9) STANDARD, (2) HANDICAP
 EXISTING SPACES ON STREET BETWEEN SIDE LINES (4)
 TOTAL EXISTING SPACES 15

I HEREBY CERTIFY THAT THIS SURVEY IS BASED ON AN ACTUAL
 FIELD SURVEY BY OTTE & DWYER, INC. - LAND SURVEYORS
 ON FEBRUARY 12, 2007
 PROFESSIONAL LAND SURVEYOR
 FOR OTTE & DWYER, INC.

PLAN OF LAND
 SHOWING PARKING
 EXISTING
 353-363 TRAPELO ROAD
 139-141 BEECH STREET
 BELMONT, MASS.

PREPARED FOR
 RIVERSIDE MANAGEMENT
 GROUP, LLC
 BY
 Otte & Dwyer, Inc.
 LAND SURVEYORS

59 APPLETON STREET SAUGUS, MASS.
 P.O. BOX 982 (781) 233-8155
 SCALE: 1" = 20' MARCH 7, 2007



MJAYARES ARCHITECTS
 1090 CAMBRIDGE ST.
 CAMBRIDGE MA 02139
 TEL: 617-451-1400 FAX: 617-451-1424
 E-MAIL: MJAYARCHITECTS@VERIZON.NET

FENCE ELEVATIONS

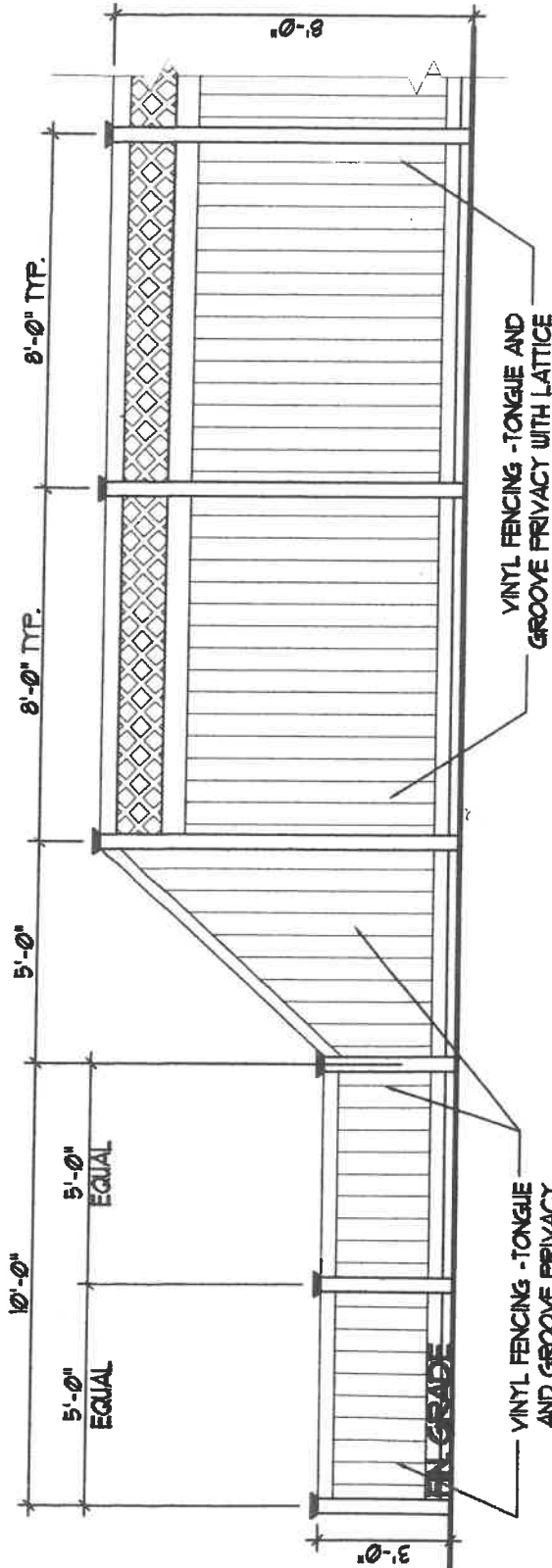
PROJECT: 389 TRAFFIC RD.
 BELMONT, MA

DATE: 06/02/2007

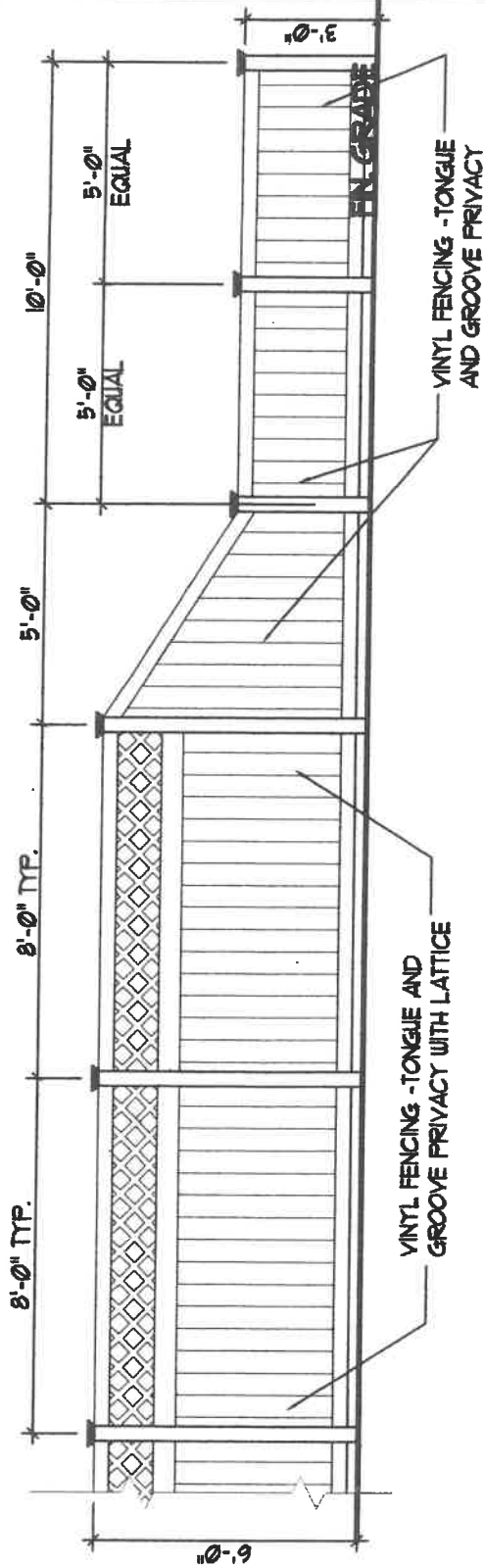
SCALE: 1/4" = 1'-0"

SHEET: 1

OF 1



A 8'-0" FENCE AT REAR



B 6'-0" FENCE AT RIGHT SIDE