PROPOSAL FOR ADAPTIVE REUSE
OF THE
JOSIAH SMITH TAVERN

FRIENDS OF JOSIAH SMITH TAVERN, INC.
INTRODUCTION

This Proposal for Adaptive Reuse of the Josiah Smith Tavern ("this Proposal") is submitted by Friends of Josiah Smith Tavern, Inc., a Massachusetts non-profit corporation ("Proponent") in response to the Request for Proposals issued by the Town of Weston dated August 15, 2016 ("RFP"). Capitalized terms not defined herein are used with the meanings assigned to them in the RFP.

OVERVIEW

This Proposal contemplates the following uses for the Property:

a) **The Tavern.** The Tavern building would be sub-leased to the following Weston non-profit corporations:

i) **Weston Historical Society, Inc.** Rooms 101, 102, 103 and 104 in the Tavern shown on the attached Exhibit A would be sub-leased to Weston Historical Society, Inc., a Massachusetts non-profit corporation ("WHS").

ii) **Weston Forest & Trail Association, Inc.** Room 201 shown on Exhibit A would be sub-leased to Weston Forest & Trail Association, Inc., a Massachusetts non-profit corporation ("Forest & Trail").

b) **Barn & Connector.** The Barn and Connector would be leased to The Webber Restaurant Group (the "Restaurant Operator") for use as a restaurant.

c) **Community Room.** The second floor ballroom in the Tavern building ("Community Room") would be available for use as event and meeting space by WHS, Forest & Trail, and others in common with the Restaurant Operator.

The Proponent’s proposed uses of the Property, and the revenues they will generate, best satisfy the Town’s desire to make the Property self-sustaining and contribute more to the character of the Town’s Center and to the Town’s quality of life.
PROPOSAL SUBMISSION REQUIREMENTS

The following numbered items correspond to proposal submission requirements appearing in Section IV of the RFP.

4.1 SUBMISSION ENCLOSURES

Required Submission Enclosures are attached as Attachments 2 through 6 following Attachment 1 hereto.

4.2 PROPOSENT

Proponent is a Massachusetts non-profit corporation formed for the sole purpose of preserving the Josiah Smith Tavern complex of buildings and re-developing the Property as described herein. Under its Bylaws a majority of the Board of Directors must at all times be residents of the Town of Weston.

The Proponent’s associated team members are as follows; their experience is described in greater detail in Attachment 3/Item 3(a).

ASSOCIATED TEAM MEMBERS

Architect: Adrienne Giske

Construction consultants Andrew Marvell/Henry Stone

Legal/Finance: Cornelius Chapman/Andrew Rostami

Lender: Enterprise Bank

Property Manager: To be selected.

Restaurant Consultant: Christopher Muller, PhD
Professor Practice, Hospitality
Boston University

Sub-Tenants: The Webber Restaurant Group
Weston Historical Society, Inc.
Weston Forest & Trail Association, Inc.
4.3 Reuse Proposal Concept

The Tavern. In the 2014 National Citizens’ Survey, Weston residents indicated a preference for “museum/space for Weston historical artifacts” and “office space for Weston non-profits” in the Tavern building. WHS will use Room 101 as museum display space for Weston historical artifacts, and Rooms 102, 103 and 104 as office space. Total square footage for these uses is 1,091.

Room 201 will be used as office space by Forest & Trail. Total square footage for this use is 231. Two additional offices remain available, Rooms 202 (232 square feet) and 203 (143 square feet) subject to requirements of the property manager and the Proponent.

Signed letters of intent with WHS and Forest & Trail are attached as Exhibits B and C, respectively.

Barn and Connector. Proponent has entered into a letter of intent with The Webber Restaurant Group to sublease the Barn and Connector for use as a restaurant. The selection of this operator was the product of a search that began in October of 2014 for a qualified, creditworthy restaurateur with experience operating in a historically-sensitive setting.

Potential operators contacted included local academic institutions and local and national culinary schools; national restaurant chains; third-party restaurant managers; club management firms; noteworthy Boston-area chefs; and operators of existing restaurants in the metrowest area or identified to Proponent by residents of the Town.

From this effort, three potential operators were identified, invited to view the Property with the Proponent, and enter into negotiations leading to a letter of intent.

The selection criteria applied by the Proponent included the following:

i) Prior experience in operating a restaurant in a historic building;
ii) Length of time in the restaurant business;
iii) Willingness to accommodate shared use of the Community Room and the local non-profit tenants in the Tavern;
iv) Ability to obtain financing for tenant improvements, or to self-finance;
v) Ability to provide security for the sub-lease;
vi) Reputation as operators of restaurants.

The process culminated in two site visits by pre-qualified interested parties, and identification of The Webber Restaurant Group as the preferred restaurant operator. Negotiations continued over a five-month period, and resulted in the signed letter of intent attached as Exhibit D.

Total square footage for this use is +/-4,000 square feet.
Community Room. The Community Room will be available for public functions and meetings. As tenants in the Tavern, WHS and Forest & Trail will be entitled to use of the Community Room on a preferred basis for their annual meetings without charge, and other events at a discounted rate subject to availability. When not in use for such purposes, the Community Room will be available for restaurant seating open to the public.

The Restaurant Operator is an experienced manager of event and function facilities, currently operating five facilities in Beverly, Canton, Groton, Harvard and Ipswich, and will accordingly manage the schedule for the Community Room. For reasons of compliance with applicable state and local health and sanitary regulations, The Restaurant Operator will be the exclusive provider of food and catering services for the Community Room since it will be making a significant capital investment in the Barn and Connector and has extensive experience in compliance with such regulations.

Parking. Proponent plans to add a 41 car parking lot to the west of the Tavern, immediately adjacent to the small shed. The location of parking closer to the Tavern, and further from St. Julia’s Church, will help to reduce concerns previously expressed by members of St. Julia’s parish as to possible disturbance of religious services by vehicle traffic parking at the Tavern building.

4.3.1 Proposed uses for the Property and projected total square footage by use, and associated information:

- Description of the target market, such as tenants and end-users, and the strategy for marketing to these groups.

The Proponent has received signed letters of intent from subtenants for the entire Property except Rooms 202 and 203. The property manager may need an office on site, and Room 203, the smallest office in the Jones House/Tavern, is currently reserved for such use if needed. The Proponent plans to occupy Room 202 as its office unless and until another local non-profit agrees to pay no less than $6 per square foot for the space. Accordingly, since the Property is fully-committed, the Proponent does not contemplate any additional marketing of office space or commercial operations.
• Discussion of the physical plan and architectural character of the project and how the various programmatic and physical elements of the development relate to one another.

The Proponent’s physical plan for the re-use of the Property places the low-impact and low-traffic use—office space—in the more historically-sensitive building, the Tavern, and the higher-impact/higher traffic use in the less historically-sensitive buildings, the Barn & Connector. This allocation of uses among the available spaces will make it easier to obtain approval by HNE, and reduce the time required to negotiate a revised deed restriction governing the Property.

The two functions are independent of one another, as the spaces in which they are conducted are leased to different tenants for different purposes; the functions come together in the Community Room, where meeting and event space will be created for non-profit tenants, with first-class catered food service provided by an experienced operator at subsidized rates. The Community Room will be available for local residents and others for private functions, and to individual residents for a quality dining option when not reserved for meetings and functions.

4.3.2 Description of how the proposed reuse will comply with historic preservation goals and requirements:

As a functional matter, the use of the Property as a local dining option restores it to its original use, when colonial-era taverns were centers of community life in New England. By restoring the Property in a historically-sensitive manner, the Proponent would achieve the historic preservation goal of re-using structures, where possible, in manner consistent with their original function.

The historical preservation requirements applicable to the Property will be spelled out in a revised restriction to the deed from HNE to the Town, which will govern the Proponent’s re-development of the Property and the sub-tenants’ use of the Property.

The Proponent’s Proposal would put the Property on a self-sustaining basis, converting it from a little-used asset that burdens the Town’s budget, to a revenue-generating asset available to all residents on an equal basis. The creation of a replacement reserve funded by sub-tenant rents provides a permanent solution for the maintenance of this historic public resource.
4.3.3 Description of the benefits and possible impacts of the project on the surrounding area and to the Town of Weston including, without limitation, discussion of:

- Town services that may be required with the new uses

Under the Proponent’s operating budget, the proposed use of the Property would fund itself; services that currently represent costs to the Town would be shifted to the Proponent, which will fund the same through sub-tenant rents. See Exhibit H.

- A description of any community impacts associated with the reuse including both social and fiscal impacts.

Because use of the Barn & Connector by the restaurateur will be limited to lunch and dinner hours, this Proposal will not add to current morning rush-hour traffic in the Town Center. The size of the restaurant has been reduced by one-third from the size of that proposed in 2009, thus addressing residents’ concerns over traffic and parking.

- Any other local benefits associated with the proposed reuse.

By bringing it into compliance with state and local safety and building codes and restoring it to a state where legal occupancy is possible, the Proponent would extend the life cycle of the Property, eliminating the recurring need for the Town to expend funds on repairs and replacement of capital assets. The installation of fire protection systems, which are not currently present in any part of the Property, helps to reduce the risk of loss of the Property.

The Proponent’s plan would create synergies with the Weston Arts & Innovation Center (“WAIC”) to be located next door in the Old Library. WAIC will offer art shows, small-scale concerts and other events that would be completed by a dining option a short walk away.

The proximity of the restaurant to local houses of worship will provide their members with an after-service dining option for small groups, as well as function space in the Community Room for events such as First Holy Communion brunches and christenings that require fewer than fifty seats.

4.3.4 Satisfaction of Evaluation Criteria. The Proponent’s proposal responds to the Evaluation Criteria in Section 5.1 of the RFP as follows:

5.1.1.1 Complete use of the entire site. The Proponent’s proposal would use the entire Property.
5.1.1.2 Compliance with applicable preservation restriction. The Proponent’s proposed use of the Property is designed to minimize potential conflicts with the existing historic preservation restrictions on the Property. The restaurant operations would be located in the barn and connector, which is less historically significant than the Tavern, and thus less encumbered by the deed restriction in favor of HNE.

5.1.1.3 Restriction on demolition. The Proponent’s proposal does not call for the demolition of any structure located on the Property.

5.1.1.4 Conformance with Town CPA funding requirements. The criteria of the Weston Community Preservation Committee for funding of projects in the historic resource category, and how the Proponent’s proposal conforms to them, are as follows:

a. *Protect, preserve, enhance, restore and/or rehabilitate historic, cultural, architectural or archaeological resources of significance, especially those that are threatened and Town-owned properties; and particularly proposals that restore or rehabilitate the historical function of a site.*

This Proposal would protect, preserve and restore the Property, which is currently subject to periodic need for critical Town intervention to maintain it because it is not self-sustaining. This Proposal would enhance and rehabilitate the Property by bringing it into compliance with applicable code requirements, making legal occupancy of the entire site possible for uses that generate sufficient income to maintain it. The Property has historic and cultural significance as an example of the type of “third space” that was an integral part of the community of Weston (then the West Precinct of Watertown) in colonial times, serving as a meeting place that supplemented the social environments of the home (the “first place”) and the workplace (the “second place”).

b. *Demonstrate the ability to provide permanent protection for maintaining the public resource.*

This Proposal provides for a ten-year lease with two-five year options in the highest revenue-generating portion of the Property, for a guaranteed base rent that is sufficient to cover the cost of maintaining the Property. This Proposal also creates a replacement reserve funded initially in the amount of $29,000 and increasing at the rate of 3% annually, in conformance with generally-recognized capital needs standards.
c. Reside within a Weston Historic Area or Local District, on a State or National Historic Register; support the adaptive reuse of historic properties.

The Tavern portion of the Property is part of the Boston Post Road National Register Historic District. This Proposal provides the Town with a plan to put the Property to active, self-sustaining re-use in a manner consistent with the wishes of Weston residents expressed in the 2014 National Citizens Survey.

d. Demonstrate a public benefit, including such things as visibility from the street, or public access.

This Proposal would enhance the street scape of the Town Green of which the Property is currently a part. This Proposal also improves public access to the Property, both in the Barn & Connector portion of the Property, which is now available to the public only on a rental basis, and in the Tavern portion of the Property, which is currently permitted only for storage and not human occupancy. In addition, this Proposal contemplates a compatible use of the Property that would provide a pedestrian link between the Old Library and the rest of the Town Green area, reinforcing activities at the Town-owned WAIC, bringing new life to the Town Green and transforming it into an integrated whole.

5.1.1.5 Conformance with applicable Massachusetts regulations. The reuse proposal must be consistent with any applicable Massachusetts regulations and standards. These regulations and standards include, but are not limited to wastewater, storm water, wetlands and waterways regulations, building codes and accessibility requirements.

The Proponent anticipates that the review and approval of a number of state, local and federal government bodies, or compliance with state, local and federal laws and regulations, will be required in order to implement this Proposal. In some cases, the Proponent has already submitted the outlines of this Proposal to such bodies for their preliminary review and approval. Among the government entities or sources of law from which approval, or with which compliance is expected to be required, are the following:

Town of Weston: Board of Health (restaurant and septic system), Board of Selectmen, Conservation Commission, Fire Department, Historic Commission, Planning Board, zoning By-laws.
Commonwealth of Massachusetts: Department of Public Safety (elevator permit), Mass. Department of Environmental Protection (septic and wetlands); Architectural Access Board; state building code

Regional: Cambridge Watershed Protection District.


5.1.1.6 Completeness of application. The Proponent believes its proposal complies with all submission requirements set forth in Section IV of the RFP, including the completion of all forms.

4.4 CONCEPTUAL DESIGN DRAWINGS

See Exhibit E.

4.5 IMPLEMENTATION AND PROJECT TIMETABLE

See Exhibit F.

4.6 MANAGEMENT PLAN

The Proponent’s pro forma operating budget includes the cost of a professional property manager for the portion of the Property to be used for office space. If selected pursuant to the RFP, the Proponent will interview potential property managers and select from among them based on price and reputation.

The Restaurant Operator would be responsible for interior maintenance and management of the Barn, Connector and Community Room, and the grounds of the Property.

4.7 FINANCIAL PROPOSAL AND BUSINESS TERMS

The rent to be charged to WHS and Forest & Trail will be capped at $6 per square foot, plus utilities, maintenance and insurance. The Proponent was offered a substantially higher rent to lease all of the office space by a Boston-based non-profit, but proposes to rent the space to WHS and Forest & Trail in recognition of their longstanding contribution to the Town of Weston and their cooperation in the Proponent’s response to the RFP. The gross annual rent to be received from Rooms 101, 102, 103, 104 and 201 will be $7,932
The sub-lease term and rent to be charged to the Restaurant Operator are as follows:

**Term:** Ten years, with two five year options.

**Fixed rent:** $80,000 per year for the first five years, increasing annually beginning in year 6 by 2.5% per year.

**Contingent rent:**

Years 1 through 5: 6% of net sales in excess of $2,850,000  
Years 6 through 10: 6% of net sales in excess of $2,921,250

“Net sales” is defined as total gross revenues from operations, less: (a) credit card company charges, (b) meals taxes, (c) gratuities, and (d) complimentary and employee meals.

Real estate taxes: If the Property is determined to be taxable because of its use as a restaurant, the Restaurant Operator would be responsible for payment of the same. Based on the current Weston tax rate ($12.16 per thousand) and the projected fixed and percentage rent to be paid by the Restaurant Operator, the Proponent estimates average annual real estate taxes of $15,590 over the first five years of the lease of the Barn and Connector.

For use of the Community Room, each user including the Restaurant Operator would pay a fixed charge per half or full day, to be negotiated; the rate to be charged local non-profits would be less than that paid by the Restaurant Operator.

All sub-lease rents net of: (a) costs of operation and maintenance of the Property and (b) required repair and replacement reserves would be passed on to the Town.

### 4.8 PROJECT FINANCING AND FINANCIAL ANALYSIS

* Detailed statement of proposed method of financing for both construction (restaurant fit-out) and operational loans, if applicable.

The construction of base building improvements will be financed with Community Preservation Act funds. The restaurant fit-out will be financed by a construction loan from Enterprise Bank, lender to the Restaurant Operator, and by equity invested by the Restaurant Operator.
• Description of the entity funding preliminary reuse costs associated with the project, if any, and demonstration of its capacity to fund such costs.

It is anticipated that preliminary reuse costs associated with the project—such as architectural and design fees—will be paid from Community Preservation Act funds, the Restaurant Operator’s cash on hand and funds raised by the Proponent. The Proponent has already commenced fundraising efforts to bridge shortfalls in start-up costs in the event it is selected pursuant to the RFP.

• A detailed budget, including all hard and soft costs and pro-forma financial projections.

Proponent’s construction budget is attached as Exhibit G, and the proposed pro forma financial projections are attached as Exhibit H.

• The statement of costs for a proposed lease must take into account the applicability of prevailing wage and public bidding laws as stated in Section 3.4 [of the RFP].

The Proponent confirms that its estimate of construction costs set forth in this Proposal reflects Massachusetts laws relative to public construction, including the filed sub-bid law, prevailing wage law, and public works construction law.

• Demonstration of the market feasibility of the proposed reuse, including clear identification of market comparables [if any available] and other market factors that may solidly support the revenue and expense assumptions of the proposal.

The creation of offices in the Tavern at rents subsidized by the operation of the Barn and Connector as a restaurant meets a demand for low-priced space for local non-profits in the Town. The space could be rented out at significantly higher rents to both for-profit and non-profit tenants, however, so this aspect of this Proposal is not determined by market factors. In the event that either WHS or Forest & Trail were to terminate its lease, the vacated space would be offered first to Weston non-profits at the same subsidized rent proposed to be charged, and then to commercial office lessees generally.

The use of the Barn and Connector as a restaurant is supported by the Town’s own market study (Group M Inc. September 20, 2006), which concluded that a 169-seat restaurant and function facility was viable, giving nine examples of comparable restaurants in the metrowest area. Group M concluded that such a restaurant would generate $50,000 a year in fixed rent; the Proponent has secured a letter of intent from an experienced, creditworthy operator of multiple restaurants and function facilities that will
generate $80,000 a year in fixed rent, plus percentage rent, for a smaller operation that will have less impact on traffic and parking.

4.9 Financial Qualifications

- The proposal must include evidence of the financial status of the Proponent, demonstrating the financial strength and experience necessary to carry out the proposed reuse.

The Proponent’s proposed reuse of the Property is supported by the creditworthiness of the tenants who have signed letters of intent to sub-lease portions of the Tavern, Barn and Connector, as follows:

**Forest & Trails:** Net fund balances in excess of $12,000,000 as of December 31, 2015 (source, IRS Form 990). Annual rent of $1,386.

**WHC:** Net fund balances in excess of $1,400,000 as of December 31, 2015 (source, IRS Form 990). Annual rent: $6,546.

**Restaurant Operator:** The Webber Restaurant Group currently operates three restaurants: The Bancroft in Burlington; Scarlet Oak Tavern in Hingham; and Gibbet Hill Grill in Groton. In addition, the company provides catering services through Fireside Catering, and operates event and function facilities at the Fruitlands Museum in Harvard; Moraine Farm in Beverly; The Bradley Estate in Canton; The Crane Estate in Ipswich; and The Barn at Gibbet Hill, Groton.

Webber Restaurant Group has provided a bank letter of reference from Enterprise Bank, attached as Exhibit I.

In addition, the Proponent has received pledges in excess of $80,000 to provide gap funding on a standby basis if necessary to cover construction shortfalls.
EXHIBIT B
As you know, Friends of Josiah Smith Tavern, Inc. (the “Friends”) was unanimously recommended by the Josiah Smith Tavern/Old Library Working Group of the Town of Weston (the “Town”) as the preferred provider for the restoration and re-use of the property located at 358 Boston Post Road, Weston, Massachusetts (the “Property”). The buildings on the Property are: (a) the two-story Jones House/Tavern, and (b) a one-story barn and a connector building that links the barn with the Jones House/Tavern.

The Town plans to conduct a request for proposals by which it would authorize a lease of the Property (the “RFP”). This letter is to memorialize some of the general terms and conditions under which, if the Friends are selected by the Town as the lessee of the Property, the Friends would be prepared to sub-lease to Weston Historical Society, Inc. (“WHS”) Rooms 101, 102, 103 and 104 in the Jones House/Tavern as shown on the attached Exhibit A (the “Sub-Leased Space”).

This letter is not binding on either party and is subject to the selection of the Friends pursuant to the RFP and the other conditions described below:

1. **Space:** Friends would sub-lease the Sub-Leased Space to WHS and grant WHS shared access to the second-floor ballroom in the Jones House/Tavern ("Community Room") in common with other tenants as described below.

2. **Sub-Lease Term:** The sub-lease would be co-terminous with the lease of the Property to Friends, i.e., if the Town leases the Property to Friends for a ten year term with two five-year options to renew (as currently contemplated), Friends would enter into a sub-lease with WHS with a similar term and options.

3. **Rent:** The rent charged for the Sub-Leased Space shall not exceed the lesser of: (a) $6 per square foot per annum, or (b) such lower rent as may be charged to any other non-profit tenant in the Jones House/Tavern (other than unrented space that Friends occupies).
4. **Community Room Use:** The Community Room is a 1,200 square foot ballroom which will be shared with other non-profit tenants and the operator of a restaurant to be located in the barn and connector buildings. We are currently negotiating for non-profit tenants to have the right to use the Community Room as follows: (a) one day each year for its annual meeting, without charge, and (b) other dates at a nominal room rental charge, excluding Thursday through Sunday nights and key dates such as New Year’s Eve, Christmas Eve, Mother’s Day, Weston High School graduation day and other high-volume days identified by the restaurant operator.

5. **Security:** The Lease will be secured by a security deposit equal to one month’s rent.

6. **Maintenance Obligations:** Friends or the restaurant operator will be responsible for: (a) the maintenance, repair and replacement of the Property, including all systems and utilities, elevator, exterior doors and glass, (b) landscaping and maintaining the parking lot and adjacent public sidewalk at the Property, including snow removal, (c) the roof and the structure of the Jones House/Tavern, and (d) the building’s septic system.

Friends will arrange for a dumpster for trash of tenants in the Jones House/Tavern, and WHS would be charged a pro-rata share (based on square footage) of the cost of trash removal.

7. **Sub-Lease Commencement:** The Sub-Lease term will commence on such date following the issuance of a certificate of occupancy for the Jones House/Tavern as Friends and WHS agree on.

8. **Parking:** WHS will have the right to use the parking lot in common with other tenants.

9. **Insurance:** WHS shall maintain insurance of the type normally carried by tenants in commercial buildings as to its property located on the Sub-Leased Space.

10. **Sublet and Assignment:** WHS shall not assign the Lease or sublet the Sub-Leased Premises or the Community Room.

11. **Cooperation:** WHS will provide reasonable support and cooperation to the Friends in its response to the RFP and in subsequent presentations to secure Community Preservation Act funds.
If the foregoing is acceptable, please sign in the space provided below.

We look forward to working with you in redeveloping Josiah Smith Tavern.

FRIENDS OF JOSIAH SMITH TAVERN, INC.

By [Signature]
Cornelius J. Chapman, President

Agreed:
WESTON HISTORICAL SOCIETY, INC.

By [Signature]
Pamela Fox, President
EXHIBIT A

Sub-Leased Space
EXHIBIT C
FRIENDS OF JOSIAH SMITH TAVERN

July 25, 2016

George P. Bates, Treasurer
Weston Forest & Trail Association, Inc.
266 Glen Road
Weston MA 02493

Re: Josiah Smith Tavern

Dear George:

As we discussed, Friends of Josiah Smith Tavern, Inc. (the “Friends”) was unanimously recommended by the Josiah Smith Tavern/Old Library Working Group of the Town of Weston (the “Town”) as the preferred provider for the restoration and re-use of the property located at 358 Boston Post Road, Weston, Massachusetts (the “Property”). The buildings on the Property are: (a) the two-story Jones House/Tavern, and (b) a one-story barn and a connector building that links the barn with the Jones House/Tavern.

The Town plans to conduct a request for proposals by which it would authorize a lease of the Property (the “RFP”). This letter is to memorialize some of the general terms and conditions under which, if the Friends are selected by the Town as the lessee of the Property, the Friends would be prepared to sub-lease to Weston Forest & Trail Association, Inc. (“Forest & Trail”) Room 201 in the Jones House/Tavern as shown on the attached Exhibit A (the “Sub-Leased Space”).

This letter is not binding on either party and is subject to the selection of the Friends pursuant to the RFP and the other conditions described below:

1. **Space:** Friends would sub-lease the Sub-Leased Space to WHS and grant WHS shared access to the second-floor ballroom in the Jones House/Tavern (“Community Room”) in common with other tenants as described below.

2. **Sub-Lease Term:** The sub-lease would be co-terminous with the lease of the Property to Friends, i.e., if the Town leases the Property to Friends for a ten year term with two five-year options to renew (as currently contemplated), Friends would enter into a sub-lease with WHS with a similar term and options.

3. **Rent:** The rent charged for the Sub-Leased Space shall not exceed the lesser of: (a) $6 per square foot per annum, or (b) such lower rent as may be charged to any other non-profit tenant in the Jones House/Tavern (other than unrented space that Friends occupies). Forest & Trails would pay separately-metered utilities for the Sub-Leased Space, and a pro-rata share (based on square footage) of common area utilities.
4. **Community Room Use**: The Community Room is a 1,200 square foot ballroom which will be shared with other non-profit tenants and the operator of a restaurant to be located in the barn and connector buildings. We are currently negotiating for non-profit tenants to have the right to use the Community Room as follows: (a) one day each year for its annual meeting, without charge, and (b) other dates at a nominal room rental charge, excluding Thursday through Sunday nights and key dates such as New Year’s Eve, Christmas Eve, Mother’s Day, Weston High School graduation day and other high-volume days identified by the restaurant operator.

5. **Security**: The Lease will be secured by a security deposit equal to one month’s rent.

6. **Maintenance Obligations**: Friends or the restaurant operator will be responsible for: (a) the maintenance, repair and replacement of the Property, including all systems and utilities, elevator, exterior doors and glass, (b) landscaping and maintaining the parking lot and adjacent public sidewalk at the Property, including snow removal, (c) the roof and the structure of the Jones House/Tavern, and (d) the building’s septic system.

Friends will arrange for a dumpster for trash of tenants in the Jones House/Tavern, and Forest & Trail would be charged a pro-rata share (based on square footage) of the cost of trash removal and janitorial services.

7. **Sub-Lease Commencement**: The Sub-Lease term will commence on such date following the issuance of a certificate of occupancy for the Jones House/Tavern as Friends and Forest & Trail agree on.

8. **Parking**: Forest & Trail will have the right to use the parking lot in common with other tenants.

9. **Insurance**: Forest & Trail shall maintain insurance of the type normally carried by tenants in commercial buildings as to its property located on the Sub-Leased Space.

10. **Sublet and Assignment**: Forest & Trail shall not assign the Lease or sublet the Sub-Leased Premises or the Community Room.

11. **Cooperation**: Forest & Trail will provide reasonable support and cooperation to the Friends in its response to the RFP and in subsequent presentations to secure Community Preservation Act funds. Forest & Trail would not enter into any other arrangement or support with any other bidder responding to the RFP.
If the foregoing is acceptable, please sign in the space provided below.
We look forward to working with you in redeveloping Josiah Smith Tavern.

FRIENDS OF JOSIAH SMITH TAVERN, INC.

By [Signature]
Cornelius J. Chapman, President

Agreed:
WESTON FOREST & TRAIL ASSOCIATION, INC.

By [Signature]
EXHIBIT A

Sub-Leased Space
EXHIBIT D
The Webber Restaurant Group  
48 Sparks Street  
Cambridge MA 02138  

Re: Josiah Smith Tavern  

Gentlemen:  

What follows is a proposal by Friends of Josiah Smith Tavern, Inc. ("Friends") to The Webber Restaurant Group ("WRG") regarding the sub-lease of a one-story barn and connector building located at 358 Boston Post Road, Weston, Massachusetts for use as a restaurant ("Restaurant Premises").  

The Town of Weston ("Town") is the owner of the Restaurant Premises and an attached two-story building known as the Jones House/Tavern (together with the Restaurant Premises, the "Property"). The Town plans to conduct a request for proposals by which it would authorize a lease of the Property (the "RFP"). Friends will respond to the RFP and, if selected to lease the Property, would sub-lease the Restaurant Premises to WRG under the following terms and conditions:  

1. **Space**: Friends would sub-lease to WRG the Restaurant Premises, which are shown as shaded areas on the attached Exhibit A.  

2. **Sub-Lease Term**: The sub-lease would have an initial term of ten years with two five-year options.  

3. **Rent**: Base rent for the Restaurant Premises would be $80,000 for the first five years, increasing annually by 2.5% in year 6. Percentage rent to be negotiated, but not to exceed the following: years 1 through 5: 6% of net sales per year in excess of $2,850,000; years 6 through 10: 6% of net sales per year in excess of $2,921,250. "Net sales" shall mean total gross revenues from operations, less only: credit card company charges, meal taxes, gratuities, complimentary and employee meals. WRG would receive a credit against percentage rent for charges paid for use of the Community Room. WRG would be responsible for real estate taxes assessed on the Restaurant Premises.  

4. **Community Room**: Along with rights as sub-tenant, Friends would grant to WRG shared access to the 1,200 square foot function room on the second floor of the Jones House/Tavern ("Community Room"). WRG would be the exclusive booking agent and caterer for events held in the Community Room, and could use it for restaurant seating at times not in use for functions at a daily charge to be negotiated. Non-profit
tenants in the Jones House/Tavern would be entitled to rent-free use of the Community Room once a year for their annual meetings, and would be entitled to discounted rent for other events booked through WRG, in each case subject to availability.

5. **Security:** The sub-lease will be secured by collateral or guaranties provided by WRG to landlords of other locations leased by them.

6. **Maintenance Obligations:** WRG will maintain, repair and replace all facets of the interior of the Restaurant Premises and the Community Room. WRG shall be responsible for landscaping and maintaining the parking lot and sidewalk of the Property, including snow removal. Friends will maintain, repair and replace the roof and structure of the Property. WRG will pump and maintain the Property’s septic system, and Friends will monitor such maintenance. WRG will clean the Anslu hood in the kitchen at the Restaurant Premises, and supply and empty the dumpster for the restaurant. A separate dumpster for tenants in the Jones House/Tavern will be the responsibility of Friends.

7. **Sub-Lease and Rent Commencement:** The Sub-Lease will commence on substantial completion of the Base Building Improvements (defined below), at which time WRG would have access to the Restaurant Premises to make Tenant Improvements (defined below). Rent would commence on the date WRG opens for business or training.

8. **Capacity:** The Restaurant Premises will contain a maximum of 105 seats. The Community Room will contain a maximum of 49 seats.

9. **Operation.** The restaurant may be open for lunch and dinner seven days a week. Closing times will not be later than 11:00 p.m. Monday through Thursday, midnight on Friday and Saturday, and 10:00 p.m. on Sunday. WRG shall have control over the operation of the restaurant subject only to zoning and other applicable laws.

10. **Liquor service.** Liquor service will be available only to patrons who purchase food or who are present for functions in the Community Room.

11. **Signage.** Signage must be approved by the Town and Historic New England.

12. **Parking:** WRG would be responsible for managing parking at the Property.

13. **Insurance.** WRG would maintain insurance of the types normally carried by operators of restaurants, including tenant liability, liquor liability, and other coverages. Friends would maintain insurance on the Restaurant Premises and Jones House/Tavern.

14. **Construction:** Friends or the Town would be responsible for Base Building Improvements consisting of the following: demolition and structural work; insulation; plumbing, HVAC and electrical; fire, security and sprinkler systems; kitchen floor drains; light fixtures and ceiling fans; bathrooms; millwork; ceiling finishes; flooring, interior and exterior painting; audio wiring and speakers; grease tanks and traps; plumbing fixtures; exterior and common area doors and windows.
WRG would be responsible for Tenant Improvements including restaurant and kitchen design; furniture, fixtures and equipment; point of sale system; kitchen equipment and Ansul hood; sinks, workstations and refrigeration; kitchen smallwares; china, glassware and flatware; restaurant supplies; bar equipment and buildout; furniture and window treatments. WRG shall have control over all interior design, finishes and furnishings, subject only to applicable laws and approval of Historic New England where required.

15. Additional Understandings. The Restaurant Premises are subject to a preservation restriction in favor of Historic New England, whose consent is required in order for the Restaurant Premises to be used as a restaurant. Expenditure of Community Preservation Act funds by the Town to complete Base Building Improvements must be approved by a vote of Town Meeting.

16. Cooperation: WRG will provide reasonable support and cooperation to the Friends in its response to the RFP and in subsequent presentations to secure Community Preservation Act funds. Friends will bear all costs associated with its response.

The agreements of the parties above are conditional upon Friends being selected as lessee of the Property pursuant to the RFP, except for WRG’s agreement to cooperate in the Friends’ response to the RFP. Upon the selection of Friends as lessee pursuant to the RFP, the parties would negotiate and execute definitive agreements.

If the foregoing is acceptable, please sign in the space provided below.

We look forward to working with you in redeveloping Josiah Smith Tavern.

FRIENDS OF JOSIAH SMITH TAVERN, INC.

By

Cornelius J. Chapman, President

Agreed:

THE WEBBER RESTAURANT GROUP

By

Joshua A. Webber
<table>
<thead>
<tr>
<th>Uses</th>
<th>Parking Required</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Profit Office</td>
<td>1 Car per 250 SF of Area: 1,500 SF/250 = 6 Cars</td>
<td>Intermittent Occupancy. Provided On-Site.</td>
</tr>
<tr>
<td>Restaurant</td>
<td>1 Car per 4 Seats: 105 Seats/4 = 26 Cars</td>
<td>Provided On-Site.</td>
</tr>
<tr>
<td>Restaurant Employees</td>
<td>2 Cars per 3 Employees: 12 Employees/3 X 2 = 8 Cars</td>
<td>Provided On-Site.</td>
</tr>
<tr>
<td>Total Vehicles Provided For On-Site</td>
<td>40 Cars</td>
<td></td>
</tr>
<tr>
<td>Municipal Use: Community Room</td>
<td>1 Car per 4 Seats: 49 Seats/4 = 12 Cars</td>
<td>Intermittent Occupancy. Proposed Off-Site.</td>
</tr>
<tr>
<td>Total Vehicles Provided For On-Site and Off-Site</td>
<td>52 Cars</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT F
EXHIBIT G
<table>
<thead>
<tr>
<th>Item</th>
<th>Conceptual Cost (Note 3)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Division 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Demolition</td>
<td>Note 1</td>
<td>53,040</td>
</tr>
<tr>
<td>2 Site Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Preparation</td>
<td>Note 1</td>
<td>155,040</td>
</tr>
<tr>
<td>Sanitary System</td>
<td>Allow</td>
<td>325,000</td>
</tr>
<tr>
<td>Misc. Utilities</td>
<td>Allow</td>
<td>115,000</td>
</tr>
<tr>
<td>Asphalt Paving</td>
<td>Allow</td>
<td>60,000</td>
</tr>
<tr>
<td>Site Improvements</td>
<td>Allow</td>
<td>315,000</td>
</tr>
<tr>
<td>3 Subtotal Division 2</td>
<td></td>
<td>1,023,080</td>
</tr>
<tr>
<td>B Division 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Concrete</td>
<td>Allow</td>
<td>75,000</td>
</tr>
<tr>
<td>C Division 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Brick Masonry</td>
<td>Allow</td>
<td>50,000</td>
</tr>
<tr>
<td>D Division 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Structural Steel</td>
<td>Note 1</td>
<td>91,800</td>
</tr>
<tr>
<td>2 Miscellaneous Metal</td>
<td>Note 1</td>
<td>36,720</td>
</tr>
<tr>
<td>3 Subtotal Division 5</td>
<td></td>
<td>128,520</td>
</tr>
<tr>
<td>E Division 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Carpentry</td>
<td>Note 1</td>
<td>204,000</td>
</tr>
<tr>
<td>Rough</td>
<td></td>
<td>Including new addition.</td>
</tr>
<tr>
<td>Finish Interior</td>
<td>Note 1</td>
<td>71,400</td>
</tr>
<tr>
<td>Including new addition.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finish Exterior</td>
<td>Note 1</td>
<td>78,540</td>
</tr>
<tr>
<td>Including new addition.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Built-in FF&amp;E</td>
<td>Note 1</td>
<td>316,200</td>
</tr>
<tr>
<td>Restaurant interior fit-up.</td>
<td></td>
<td>670,140</td>
</tr>
<tr>
<td>3 Subtotal Division 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F Division 7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Insulation</td>
<td>Note 1</td>
<td>129,540</td>
</tr>
<tr>
<td>Per HNE guidelines.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Roofing</td>
<td>Allow</td>
<td>40,000</td>
</tr>
<tr>
<td>New addition + transition.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Sealants</td>
<td>Note 1</td>
<td>41,820</td>
</tr>
<tr>
<td>4 Subtotal Division 7</td>
<td></td>
<td>211,360</td>
</tr>
<tr>
<td>G Division 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Doors, Frames &amp; Hardware</td>
<td>Note 1</td>
<td>53,040</td>
</tr>
<tr>
<td>Including Restaurant.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Wood Windows</td>
<td>Note 1</td>
<td>102,000</td>
</tr>
<tr>
<td>New and restored.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Glass &amp; Glazing</td>
<td>Allow</td>
<td>25,000</td>
</tr>
<tr>
<td>Restore exist, as req'd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Subtotal Division 8</td>
<td></td>
<td>180,040</td>
</tr>
<tr>
<td>H Division 9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Finishes</td>
<td>Note 1</td>
<td>86,700</td>
</tr>
<tr>
<td>Replace ceilings.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plaster</td>
<td></td>
<td>147,900</td>
</tr>
<tr>
<td>Add'n, kitchen &amp; toilets.</td>
<td></td>
<td>Kitchen and toilets.</td>
</tr>
<tr>
<td>Drywall</td>
<td>Allow</td>
<td>20,000</td>
</tr>
<tr>
<td>Toilets.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tile</td>
<td></td>
<td>8,400</td>
</tr>
<tr>
<td>Acoustical Ceilings</td>
<td>600 SF</td>
<td>8,400</td>
</tr>
<tr>
<td>Restore existing.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wood Flooring</td>
<td>7,000 SF</td>
<td>70,000</td>
</tr>
<tr>
<td>Storage, Loading, Toilets Loading.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resilient Flooring</td>
<td>Note 1</td>
<td>11,220</td>
</tr>
<tr>
<td>Epoxy Flooring</td>
<td>Note 1</td>
<td>13,260</td>
</tr>
<tr>
<td>Painting</td>
<td>Note 1</td>
<td>52,200</td>
</tr>
<tr>
<td>Historical elements.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Restoration</td>
<td>Allow</td>
<td>25,000</td>
</tr>
<tr>
<td>3 Subtotal Division 9</td>
<td></td>
<td>434,500</td>
</tr>
<tr>
<td>I Division 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Signage</td>
<td>Allow</td>
<td>150</td>
</tr>
<tr>
<td>Miscellaneous Interior.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Toilet Partitions</td>
<td>10 EA @ 1,500 = 15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Allowance per stall.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Chimneys and Fireplaces</td>
<td>Note 1</td>
<td>22,950</td>
</tr>
<tr>
<td>Restore existing.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Toilet Fixtures/Accessories</td>
<td>6 EA @ 7,500 = 45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Average for 6 toilets.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Fire Extinguishers</td>
<td>Note 1</td>
<td>1,836</td>
</tr>
<tr>
<td>At addition interface.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Expansion Joints</td>
<td>Allow</td>
<td>15,000</td>
</tr>
<tr>
<td>Item</td>
<td>Conceptual Cost (Note 3)</td>
<td>Comments</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>5 Subtotal Division 10</td>
<td>99,936</td>
<td></td>
</tr>
<tr>
<td>J Division 11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Loading Dock Equipment</td>
<td>Note 1</td>
<td>1,428</td>
</tr>
<tr>
<td>2 Restaurant Equipment</td>
<td>Note 2</td>
<td>0</td>
</tr>
<tr>
<td>3 Subtotal Division 11</td>
<td></td>
<td>1,428</td>
</tr>
<tr>
<td>K Division 12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Entry Floor Mats &amp; Frames</td>
<td>Note 1</td>
<td>510</td>
</tr>
<tr>
<td>L Division 14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Elevator</td>
<td>Note 1</td>
<td>122,400</td>
</tr>
<tr>
<td>M Division 15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Fire Protection</td>
<td>Note 1</td>
<td>96,900</td>
</tr>
<tr>
<td>2 Plumbing</td>
<td>Note 1</td>
<td>183,600</td>
</tr>
<tr>
<td>3 HVAC</td>
<td>Note 1</td>
<td>440,640</td>
</tr>
<tr>
<td>4 Subtotal Division 15</td>
<td></td>
<td>721,140</td>
</tr>
<tr>
<td>N Division 16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Electrical</td>
<td>Note 1</td>
<td>350,880</td>
</tr>
<tr>
<td>O Total Construction (A - N)</td>
<td></td>
<td>4,068,934</td>
</tr>
<tr>
<td>P Markups</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Gen. Conditions</td>
<td></td>
<td>325,515</td>
</tr>
<tr>
<td>2 GC OH&amp;P</td>
<td></td>
<td>122,088</td>
</tr>
<tr>
<td>3 Subtotal Item P</td>
<td></td>
<td>447,583</td>
</tr>
<tr>
<td>Q Contingency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Contingency @ 7% x O+P3</td>
<td></td>
<td>316,156</td>
</tr>
<tr>
<td>R Total + Markups &amp; Contingency</td>
<td></td>
<td>4,832,073</td>
</tr>
</tbody>
</table>

**F Cost/Square Foot**

<table>
<thead>
<tr>
<th>Item</th>
<th>Calculation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Construction Cost Without Markup + Contingency (Item O)</td>
<td>Net Area = 11,000 SF +/-</td>
<td>370</td>
</tr>
<tr>
<td>2 Cost With Markup + Contingency (Item R); &quot;Hard Cost&quot;</td>
<td></td>
<td>439</td>
</tr>
</tbody>
</table>

Notes:
1. Figure derived from previously published public estimates, adjusted for inflation.
2. Shell space provided for restaurant tenant. Restaurant tenant responsible for all furnishings, fixtures, and equipment (FFE), and total restaurant build-out.
4. Not included: Hazardous material, generator, professional fees (A&E, project manager).
5. This document is copyrighted by Friends of Josiah Smith Tavern, Inc. Reproduction or other use of this document is absolutely prohibited without the express, written consent of Friends of Josiah Smith Tavern, Inc.

**Areas:**

- **Ground Floor:** 7,104 SF (Barn = 2,280; Link = 1220; New Addition = 892; Tavern = 2,712)
- **Shed:** 411 SF
- **Second Floor:** 3,292 SF (New Addition = 580; Tavern = 2,712)
- **Total:** 10,807 SF = 11,000 SF +/-

- **Barn + Link + New Addition Ground Floor = 4,392 SF**
- **New Addition (Ground + Second Floor) = 1,472 SF**
EXHIBIT H
Josiah Smith Tavern

Rent Increase: 2.00%
Expense Increase: 3.00%

<table>
<thead>
<tr>
<th>Income</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent Tenant 1 (4 rooms)</td>
<td>6,546</td>
<td>6,677</td>
<td>6,810</td>
<td>6,947</td>
<td>7,086</td>
</tr>
<tr>
<td>Rent Tenant 2 (1 room)</td>
<td>1,386</td>
<td>1,414</td>
<td>1,442</td>
<td>1,471</td>
<td>1,500</td>
</tr>
<tr>
<td>Rent Tenant 3 (1 room)</td>
<td>1,392</td>
<td>1,420</td>
<td>1,448</td>
<td>1,477</td>
<td>1,507</td>
</tr>
<tr>
<td>Restaurant fixed rent</td>
<td>80,000</td>
<td>80,000</td>
<td>80,000</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Restaurant percentage rent</td>
<td>179,120</td>
<td>159,477</td>
<td>163,888</td>
<td>168,410</td>
<td>173,045</td>
</tr>
<tr>
<td>Income from Trust</td>
<td>6,000</td>
<td>6,000</td>
<td>6,000</td>
<td>6,000</td>
<td>6,000</td>
</tr>
</tbody>
</table>

| Gross Income           | 274,444 | 254,988 | 259,588 | 264,305 | 269,138 |
| Less Vacancy (5%)      | 327      | 334      | 341      | 347      | 354      |
| Effective Gross Income | 274,117 | 254,654 | 259,247 | 263,958 | 268,784 |

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Management Fee</td>
<td>$13,500</td>
<td>13,905</td>
<td>14,322</td>
<td>14,752</td>
<td>15,194</td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>28,800</td>
<td>29,664</td>
<td>30,554</td>
<td>31,471</td>
<td>32,415</td>
</tr>
<tr>
<td>Replacement Reserve</td>
<td>29,000</td>
<td>29,870</td>
<td>30,766</td>
<td>31,689</td>
<td>32,640</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>71,300</td>
<td>73,439</td>
<td>75,642</td>
<td>77,911</td>
<td>80,249</td>
</tr>
</tbody>
</table>

| Net Operating Income    | 202,817 | 181,215 | 183,605 | 186,046 | 188,535 |
Draft Yearly Operating Budget 2016

Base Building

Site
septic service and pumping 2500.
lawn sprinkler service 1500.
site lighting /common area lighting 1000.
tree maintenance 2500.
tree spray 1000.

Building
insect program 1000.
gutter cleaning 800.
window cleaning 1200.
interior cleaning/ common area 1800.
chimney services 1000.
replacement and liability insurance 8500.
fire protection system contract 2500.
elevator service contract 2000.
boiler service 1500.

Total 28,800.

Property Manager /15 hrs. month 13,500.
Reserve Replacement Fund 29,000.

Note: Utilities to be paid by tenants. Restaurant tenant to pay snow plow, landscape fees, water and dumpster expenses.
EXHIBIT I
August 15, 2016

Board of Selectmen
Town of Weston
PO Box 378
Weston, MA 02493

Re: 358 Boston Post Road, Weston, MA

On behalf of Enterprise Bank & Trust Company, I am pleased to write this letter of interest in providing financing in the amount of $600,000 to Joshua Webber and Jeremy Webber in connection with the purchase of leasehold improvements related to the start-up of a restaurant located at 358 Boston Post Road, Weston, MA.

The Webbers have been customers in good standing with Enterprise Bank & Trust Company since 2006. I look forward to the opportunity to work with them in connection with this endeavor.

Sincerely,

[Signature]
Ryan C. Dunn
Sr. Vice President
Regional Commercial Lending Mgr.

RCD/mt
ATTACHMENT 1
ADAPTIVE REUSE OF THE JOSIAH SMITH TAVERN
TOWN OF WESTON SUBMISSION CHECKLIST

Proposal Cover Sheet (see Attachment 2)
Respondent Questionnaire (see Attachment 3)
Statement of Proponent’s Relevant Experience and Expertise
Development Concept and Design Drawings
Signed Letter of Intent with Restaurant Operator
Signed Letter(s) of Intent with Weston Non-Profit(s)
Implementation and Project Timetable
Management Plan
Financial Proposal and Terms
Project Financing and Financial Analysis
Disclosure Statement Concerning Beneficial Interests – M.G.L. c.7C, §38 (see Attachment 4)
Certification of Tax Compliance Form – M.G.L. c. 62C, 49A (see Attachment 5)
Certificate of Non-Collusion Form (see Attachment 6)
ATTACHMENT 2
ADAPTIVE REUSE OF THE JOSIAH SMITH TAVERN,
TOWN OF WESTON PROPOSAL COVER SHEET

Attached is a proposal for the purchase and development of the property known as the Josiah Smith Tavern in Weston, Massachusetts. The undersigned proposes to lease, develop and manage the property from the Town of Weston upon the terms and conditions specified in this proposal.

I agree that all expenses related to the preparation of this proposal, including any costs related to any brokerage or third party representation engaged by the Proposer, are at the Proposer's sole expense.

I have read, understand, and agree to comply with the terms and conditions set forth in the Town's Request for Proposals dated July 22, 2016.

I have attached ten copies of the proposal for the purchase and redevelopment of the Josiah Smith Tavern.

(Signature) Adrienne Giske  September 6, 2016 (Date)

Print Name:  Adrienne Giske, Treasurer

Organization:  Friends of Josiah Smith Tavern, Inc.

Address:  251 Boston Post Road

Weston MA 02493

Telephone:  781/899-3798
ATTACHMENT 3

ADAPTIVE REUSE OF THE JOSIAH SMITH TAVERN,
TOWN OF WESTON RESPONDENT QUESTIONNAIRE
DEVELOPMENT TEAM INFORMATION

If the Respondent is a joint venture, a separate Respondent Questionnaire must be provided for each entity that comprises the joint venture, as identified below. If additional space is needed, please submit separate sheet(s), stating the question(s) being answered on each sheet. All responses must be typed.

1. Respondent Information

Name of Respondent:

Friends of Josiah Smith Tavern, Inc.

Address:

251 Boston Post Road
Weston MA 02493

Name of Contact for Respondent Entity:

Cornelius Chapman

Address:

c/o Burns & Levinson LLP
125 Summer Street, Boston MA 02110

Telephone: 617/345-3838

Fax: 617/345-3299

E-mail Address: cchapman@burnslev.com

2. Composition of Respondent Identity and Experience

a. Is the Respondent a joint venture?

D Yes ☒ No
If yes, list the name, address, telephone and fax numbers, and e-mail addresses of each individual and/or organization that comprises the joint venture, and the percentage of ownership of each joint venturer.

<table>
<thead>
<tr>
<th>Name of Individual/Organization</th>
<th>Address/Telephone/Fax/E-mail</th>
<th>% of Owners</th>
</tr>
</thead>
</table>

b. If Respondent is a joint venture, have the entities involved in the joint venture previously carried out another project? If so, state the name and location of the project(s).

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Location</th>
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<tr>
<th>Project Name</th>
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</thead>
</table>

If Respondent is a joint venture, have the entities involved in the joint venture previously carried out another project? If so, state the name and location of the project(s).

See Attachment 3/Item 2(c), following.

3. Development Team

a. Identify key members of the development team such as the architects, engineers, historic preservation specialists, construction contractors and/or other development professionals that help demonstrate your qualifications to accomplish this project successfully, and attach qualifications.

See Attachment 3/Item 3(a), following.
4. Financial Capacity and References

a. Provide the name, address, telephone and fax numbers, and e-mail addresses of a contact at one or more financial institutions that is/are familiar with your current financial status and past experience. Provide contacts for lenders on all projects carried out within the last five years, including all current projects (Use a separate sheet if necessary). Please include three lender references.

See Attachment 3, Item 4(a) following

b. If required by the construction lender, would you be willing to personally guarantee the construction loan?

The Proponent is a non-profit corporation organized under chapter 180 of the Massachusetts General Laws, and not an individual. Construction financing for tenant improvements will be the responsibility of the restaurant operator. See reference letter from Enterprise Bank, Exhibit I.

c. Has any Principal identified in this Proposal, or any organization in which the Principal is or was a general partner, corporate officer, or owned more than 10% of the shares of the corporation, been the subject of any of the following:

- Arson conviction or pending case?
  D Yes ☒ Yes
  ☒ No

- Mortgage foreclosure or currently more than 90 days in arrears on any City loan?
  D Yes ☒ Yes
  ☒ No

- Default on any contract obligation or agreement of any kind or nature entered into with the Town of Weston or one of its agencies?
  D Yes ☒ Yes
  ☒ No

- In the past five years, failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any governmental agency?
  D Yes ☒ Yes
  ☒ No

- In the last seven years, filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?
  D Yes ☒ Yes
  ☒ No
- In the last five years, failed to file any required tax returns, or failed to pay an applicable Federal, State or municipal taxes or other charges?
  
  D Yes ☒ No

- Been convicted of fraud, bribery, or grand larceny?
  D Yes ☒ No

If the answer to any question is yes, provide the following information about each instance: name of Principal(s); name(s) of organization(s) or corporation(s); Principal’s status in the organization (e.g., officer); date of action; and current status and disposition.

Friends of Josiah Smith Tavern, Inc.
Name of Entity

Cornelius Chapman, President
Name and Title of Signatory

September 6, 2016
Date
## ATTACHMENT 3, ITEM 2(c)

### Business References

<table>
<thead>
<tr>
<th>Reference/contact information</th>
<th>Recent representative project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapman</td>
<td></td>
</tr>
<tr>
<td>John E. Marston, Senior Vice President</td>
<td>Volunteers of America</td>
</tr>
<tr>
<td>Community Development Lending</td>
<td>$24,220,000 project in Malden</td>
</tr>
<tr>
<td>Eastern Bank</td>
<td></td>
</tr>
<tr>
<td>265 Franklin Street</td>
<td></td>
</tr>
<tr>
<td>Boston, MA 02110</td>
<td></td>
</tr>
<tr>
<td>(617) 897-1064</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:j.marston@easternbank.com">j.marston@easternbank.com</a></td>
<td></td>
</tr>
<tr>
<td>Christopher W. Scoville, Senior Vice President</td>
<td>William B. Rice Eventide Homes</td>
</tr>
<tr>
<td>Community Development Lending</td>
<td>$48 million project, Quincy and Weymouth</td>
</tr>
<tr>
<td>Eastern Bank</td>
<td></td>
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<tr>
<td>265 Franklin Street</td>
<td></td>
</tr>
<tr>
<td>Boston, MA 02110</td>
<td></td>
</tr>
<tr>
<td>(617) 295-0624</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:c.scoville@easternbank.com">c.scoville@easternbank.com</a></td>
<td></td>
</tr>
<tr>
<td>Giske</td>
<td></td>
</tr>
<tr>
<td>Catherine Adams Fiske</td>
<td>David Marcolini, Structural Engineer</td>
</tr>
<tr>
<td>39 Crescent Street</td>
<td>Becker Structural Engineers</td>
</tr>
<tr>
<td>Weston MA 02493</td>
<td>75 York Street</td>
</tr>
<tr>
<td>(781) 894-6425</td>
<td>Portland ME 04101</td>
</tr>
<tr>
<td>(Member, Crescent Street Historical District)</td>
<td>(207) 879-1838 extension 117</td>
</tr>
<tr>
<td>Brett Robbins</td>
<td></td>
</tr>
<tr>
<td>221 Ash Street</td>
<td>Arthur Harrison</td>
</tr>
<tr>
<td>Weston MA 02493</td>
<td>24 Elm Street</td>
</tr>
<tr>
<td>(617) 951-7297</td>
<td>Wakefield RI 02879</td>
</tr>
<tr>
<td>(Owner of historic home)</td>
<td>(781) 307-3881</td>
</tr>
<tr>
<td></td>
<td>(Developer of historic properties)</td>
</tr>
</tbody>
</table>
AttacHment 3/Item 3(a)

Proponent Team

Cornelius Chapman

Mr. Chapman is a partner in the firm of Burns & Levinson LLP. He was selected for inclusion in Best Lawyers in America 2016 and Best Lawyers in New England 2016. His recent construction finance experience includes the following:

2016: Neighborhood of Affordable Housing: $12,800,000 tax-exempt financing of 56 units of affordable housing, East Boston.

2016: Volunteers of America of Massachusetts: $24,220,000 80-unit/86-bed assisted living and Alzheimer residence in Malden financed by combination of mortgage loan and state and federal historic rehabilitation tax credits.

2016: Community Alternative Residential Environments: $9,100,000 tax-exempt bond financing for demolition and renovation of adult day program facility in Medford.

2015: William B. Rice Eventide Homes: $48,000,000 tax-exempt financing of 111-bed nursing homes in Quincy and Weymouth.

2015: CranCarp Limited Partnership: $7,000,000 in tax-exempt bonds and conventional construction loan to finance construction of low-income housing in Wareham and Taunton.

2014: Vietnamese-American Initiative for Development: $7,500,000 in tax-exempt bonds and conventional bridge loan to finance construction of low-income housing and retail space in Dorchester.

He has formed a number of non-profit corporations and obtained tax-exempt status under section 501(c)(3) of the Internal Revenue Code for organizations in the fields of healthcare, education and the arts.

Representative restaurant financing experience includes the following:

Eastern Bank, 2009 to present: represent lender in term loans and lines of credit to thirty-seven restaurants.

Represent family-owned restaurants and retail and wholesale seafood businesses in Provincetown, Truro and Wellfleet in finance, employment and real estate matters.
Adrienne Giske: Ms. Giske has been a registered architect in Massachusetts for thirty years. She has been in private practice with experience in historic preservation, adaptive reuse, historic deed restrictions, and Secretary of the Interior standards. She holds graduate degrees in architecture from Harvard and MIT. She would be responsible for coordination of planning, architectural, historic preservation and zoning matters. Ms. Giske has participated in developing operations budgets, reserve replacement guidelines and capital needs studies for over thirty properties. She has also worked on over 900,000 square feet of tenant suite buildout areas.

Andy Marvel: Mr. Marvel has over 35 years’ experience as a general contractor and architectural designer specializing in renovation and restoration work as well as contemporary architecture. Andy has served on the building and uses committee, town hall renovation committee and most recently the Josiah Smith Tavern/Old Library Committee.

Christopher Muller, Ph.D. is a leading academic expert in restaurant management. His research has focused on multi-unit restaurant brand management; chain restaurant organization development and growth; and the training of multi-unit managers. Most recently he served as Dean and chief academic and administrative officer of Boston University’s School of Hospitality Administration. Dr. Muller received both his Masters and Doctorate degrees from Cornell University’s School of Hospitality Administration, and also taught there for over a decade.

Dr. Muller has extensive experience in the hospitality service business. He co-founded ‘Za-Bistro! Restaurant Holdings, Inc. a popular start-up restaurant company based in the Orlando, Florida market and has owned or operated restaurants and small hotels throughout New England.

He is the author of The Leader of Managers: Leading in the Multi-Unit, Multi-Site and Multi-Concept World, and co-author of 10 Steps to Managing Managers—Leading in the Multi-Unit Environment, Four-Dimensional Leadership: The Individual, The Lifecycle, The Organization, The Community, and Leadership Exercises! Taking a Leadership Role in the Hospitality Business. Dr. Muller has published over 30 articles in restaurant and hospitality journals.

Andrew Rostami: Mr. Rostami has extensive experience in business, strategy and financial management. He is currently Executive Vice President and Head of Corporate Strategy & Development for Citizens Bank and was formerly a Principal at the Boston-based management consulting firm, Bain & Company where he advised Fortune 500 companies. He received an engineering degree from Cornell University, a MBA from the University of Pennsylvania Wharton School, and is a CFA charterholder.

Henry Stone: Mr. Stone has over 40 years’ experience as a general contractor, architectural designer and carpenter specializing in renovation and restoration of older residences. For the past sixteen years he has been actively engaged, in various official and personal capacities, in efforts to restore, protect and find a use for the Josiah Smith Tavern.
Pamela Swain: Ms. Swain has over thirty years’ experience in non-profit administration for organizations including Camp Fire Girls, the Boston Museum of Science and the New England Historic Genealogical Society, where she served as Deputy Executive Director. Since her retirement from that position she has worked with over two dozen non-profit organizations as a volunteer consultant through Executive Service Corps of New England. She has also served on the Town’s Josiah Smith Tavern and Old Library Committee and the board of the Weston Public Library. She would be responsible for communications and outreach.

Supporters:

Sheila Burkus: Ms. Burkus is a graduate of the Cornell University School of Hotel Administration. She is a cooking and nutrition instructor who has hosted her own cooking show on Weston’s local cable access channel.

Peter Gates: Mr. Gates is a partner at Wellesley-based MedEquity Capital, LLC. He previously served on the Case Estates Building Advisory Committee (CEBAC) in 2007-08 and performed much of the financial analysis that was contained in CEBAC’s final report. He and his wife have been residents of Weston for twenty years. He is a former management consultant with extensive experience in crafting communications of business problems and proposals.

Nina Danforth Stone: Nina has been Coordinator of The Grazing Project at Land’s Sake in Weston for the past ten years. Prior to that, she was Environmental Education Coordinator for the Town of Wellesley Natural Resources Commission (2006 – 2008), and Watershed Coordinator for the Massachusetts Department of Conservation and Recreation (1995 – 2003). She is a member of the Town of Weston Tree Committee.

Drew Tamoney

Dr. Leslie Vensel is currently Medical Director of Mass General West Medical Group. Leslie is on the clinical faculty of Harvard Medical School serving as Instructor in Medicine. She has a primary care practice with Massachusetts General Hospital where she was honored from 2003 on as one of the ‘Best Doctors in America.’ Since 2009, Leslie has been deeply involved with Last Mile Health serving both in the field and as founding board chair. Leslie holds an M.D. from Weill Cornell College of Medicine.
ATTACHMENT 3, ITEM 4(A)

Financial Capacity and References

Chapman

Robert L. Connolly, CRPC
Senior Financial Advisor
Senior Vice President – Wealth Management
Merrill Lynch, Pierce, Fenner & Smith Inc.
MA5-100-17
100 Federal Street, 17th Floor
Boston MA 02110
(617) 946-4388
FAX: 556-5482
Robert.L.Connolly@ml.com

Webber Restaurant Group

Ryan C. Dunn, Senior Vice President
Regional Commercial Lending Manager
Enterprise Bank
237 Littleton Road
Westford MA 01886
(978) 692-4100
FAX: 692-8300
ATTACHMENT 4
ADAPTIVE REUSE OF THE JOSIAH SMITH TAVERN

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

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

(1) Real Property:
Josiah Smith Tavern/Barn/Connector buildings, 358 Boston Post Road, Weston MA 02493

(2) Type of Transaction, Agreement, or Document:
lease

(3) Public Agency Participating in Transaction:

Town of Weston

(4) Disclosing Party's Name and Type of Entity (if not an individual):

Friends of Josiah Smith Tavern, Inc.

(5) Role of Disclosing Party (Check appropriate role):

☒ Lessee/Landlord ☐ Lessee/Tenant
☐ Seller/Grantor ☐ Buyer/Grantee
☐ Other (Please describe):

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

NAME

RESIDENCE

Disclosing party is a Massachusetts charitable corporation organized under General Laws chapter 180, and has no stockholders or members.

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

None
DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

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

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

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

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

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

Friends of Josiah Smith Tavern, Inc.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party Date (mm / dd / yyyy)

Cornelius Chapman, President

Print Name & Title of Authorized Signer
ATTACHMENT 5
ADAPTIVE REUSE OF THE JOSIAH SMITH TAVERN,
STATEMENT OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify Tavern, Inc. under the penalties of perjury that Friends of Josiah Smith / has fully Name of Entity

complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Friends of Josiah Smith Tavern, Inc.
Name of Entity
251 Boston Post Road, Weston MA 02493
Address
Adrienne Giske, Treasurer
Name and Title of Signatory
Signature of Individual Submitting Bid or Proposal
47-4460629
Social Security Number or Federal Identification Number

September 6, 2016
Date
ATTACHMENT 6
ADAPTIVE REUSE OF THE JOSIAH SMITH TAVERN,
CERTIFICATE OF NON-COLLUSION

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

Friends of Josiah Smith Tavern, Inc.

Name of Entity

251 Boston Post Road, Weston MA 02493
Address

Cornelius Chapman, President
Name and Title of Signatory

Signature of Individual Submitting Bid or Proposal

47-4460629
Social Security Number or Federal Identification Number

Date

September 6, 2016