



## BOSTON COLLEGE

OFFICE OF GOVERNMENTAL AND COMMUNITY AFFAIRS

August 7, 2020

Ms. Nupoor Monani  
Senior Institutional Planner  
Boston Planning and Development Agency  
One City Hall Square  
Boston, Massachusetts

Re: Boston College/Application for Temporary Institutional Use of Leased Premises at 40 Mount Hood Road, Brighton, Massachusetts ("Hotel Boston")

Dear Ms. Monani:

Pursuant to BPDA Guidance dated July 9, 2020, Boston College (the "University") hereby submits its application for BPDA review of the proposed temporary College and University use of Hotel Boston for a dormitory subuse.

In what follows we provide the information requested in the BPDA Guidance.

1. **Institutional Use of Facility.**

The University has entered into a lease of the entire Hotel Boston property, comprising 74-motel rooms, to facilitate its student housing de-densification and its implementation of COVID-19 control plans for the 2020-2021 academic year. As part of these plans, the University anticipates using the Hotel Boston rooms for three different student housing needs. First, to support de-densification of its permanent residence halls in the face of an expected increase in demand (due in part to an increase in returning third-year students who would under normal circumstances study abroad), well students may be assigned to Hotel Boston Rooms on a double occupancy basis. Additionally, in furtherance of the University's COVID-19 Control Plans, students may be assigned on a single occupancy basis to Boston Hotel rooms for quarantine periods in the event (i) they arrive on campus from another country or a state not designated as a lower-risk state by the Massachusetts Department of Public Health and without documentation of a negative COVID test result on a sample taken no more than 72 hours prior to their arrival, or (ii) have been identified during the academic year as having had close contact with someone diagnosed as having COVID-19. Finally, Hotel Boston Rooms may be used on a single occupancy

basis to isolate students who reside on campus and test positive for COVID-19 at some point in the academic year. As outlined below, because of its convenient location to the main campus, and because its residence units are directly accessible to the exterior without interior circulation areas, the facility is well suited to these different student housing needs.

2. **Off-campus building/property information.**

- *Address of building:* 40 Mount Hood Road, Brighton, MA 02135
- *Current use/s:* Lodging House-Hotel Boston
- *Current occupancy:* Lodging House
- *Current license issued by the Board:* There is no alcohol license on record for the property.
- *Written consent from the owners and operators of the off-campus location (hotel, motel, lodging house, another institutional campus, etc.) supporting this temporary change of use.* Please see attached the lease and lease addendum attached as **EXHIBIT A.**
- *Brief description of abutting buildings/properties (residential, commercial, etc.):* Please see the description of abutting properties attached as **EXHIBIT B.**
- *Description of any auxiliary spaces within or outside the building intended to be used by the institution for non-residential functions (i.e. hotel conference rooms used as student, lounges or classroom space, parking for campus police, restaurant or cafeteria space to be accessed by students, etc.):* A portion of the parking at this location will be used for staff and campus police. The café in the main building may be used as a physically distanced study space for students residing at the facility.

3. **Proposed occupancy.**

- *No. of beds/rooms being leased:* 74 rooms/102 beds
- *Plans for use of space, including whether rooms will be used for individuals or for isolation and quarantine:* Boston College will be using the building(s) to house BC students.
- *Location of these beds/rooms within the structure:* The beds are spread amongst the three buildings in combinations of single (one bed) and double (two bed) rooms. These rooms are also distributed on the ground and second floors.
- *Move-in dates:* Boston College will engage in moving students into the buildings starting as early as August 17, 2020. Please see the University Residential Opening Schedule attached as **EXHIBIT C.**
- *Configuration of space to be occupied:*

- *Apartments or rooms*: There are no apartments being occupied within the structure. Boston College will only be occupying rooms that have one or two beds in them.
- *Proposed occupancy of each room/unit (e.g. single occupancy, triple occupancy)*: Singles and doubles only.
- *Configuration and proposed use of bathrooms*: Each room has a bathroom that will be shared by the designated number of students living in the room.
- *Location of proposed occupancy within buildings (e.g. entire building, certain floors)*: Boston College is planning to use all of the units in the three buildings.
- *Brief description of any interior changes to be made to the occupied spaces (i.e. furniture changes.)*: Boston College will not make any adjustments to the buildings above normal maintenance and cleaning.
- *Description of any other institutional needs for occupancy of the building*: Boston College will add temporary security cameras to the building to enhance safety and security in the building.

#### 4. Management and operations.

- *Proposed presence of resident advisors or other university personnel*. Boston College will have three staff members onsite. We will also have a Boston College Police Department presence on site 24 hours a day
- *Proposed rules regarding large gatherings or parties and a description of enforcement mechanisms*. All students residing in the hotel will be subject to the University's Code of Student Conduct and its Conditions for Residency. These policies will be enforced by the staff and police who are on site.
- *Prescribed path(s) of travel to campus, including any additional institution-provided services (i.e. shuttles) for these means*. Boston College will provide a shuttle service to and from the hotel via Commonwealth Ave. The shuttle will turn around in the hotel parking lot where it will pick-up and drop-off students.
- *Rules for when students will be required to wear face coverings in residence halls common spaces*. Boston College students and staff will be required to wear a face covering whenever they are outside of their assigned room.
- *Protocols for daily cleaning and sanitizing of bathrooms and public spaces*. Bathrooms will be cleaned by a trained cleaning staff before and after a student moves into the unit. While residing in the unit students will be expected to clean their own bathrooms.
- *Security and operations plan addressing the presence of individuals under the age of twenty one (21) at the licensed premise and how to address potential consumption of alcoholic beverages [ . . . ]*: This facility will be substance and smoke free

and these polices will be enforced by the onsite staff. In the event of violations, students will be held accountable through the Universities Code of Student Conduct and the Office of Residential Life's Conditions for Residency.

5. Move-in/move-out process.

- *Planned testing protocols prior to, during, and after move.* All students will be tested before moving into the facility. Random testing will occur weekly throughout the Fall semester.
- *Management of vehicles and loading/unloading.* Boston College will have staff onsite (including BC Police and members of the Office of Residential Life) who will help with the traffic flow, move-in logistics and overall move-in management.
- *Provision of carts for students to move belongings while minimizing trips.* Boston College will provide carts for moving in the hotel. Boston College will also provide cleaning materials so that the carts can be cleaned between uses. All students and the individuals helping them move in will be required to have appropriate PPE.
- *Protocols for entering the building and limiting crowding in common spaces.* All students will be required to have a designated check in time (only 10 per half hour) and as they move in they must use the appropriate PPE while moving in.
- *Protocols for practicing social distancing including the requirement to wear face coverings, strategies to reduce foot traffic, and limit the number of family members that may enter these spaces.* Students moving in will only be allowed one helper to assist with move in and all individuals will be required to wear masks and exercise appropriate hygiene and PPE uses.

Thank you for your assistance in this matter. We would be happy to provide you with any additional information you may request.

Sincerely,



Jeanne Levesque

Director, Governmental Relations

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) made as of this 9th day of June, 2020 (the “Effective Date”), between 1650 COMMONWEALTH, LLC, a Massachusetts limited liability company (the “Landlord”) and TRUSTEES OF BOSTON COLLEGE, a Massachusetts non-profit educational corporation (the “Tenant”). Landlord and Tenant are sometimes collectively referred to as the “Parties” or individually as a “Party.”

### ARTICLE 1 LEASED PREMISES

1.1. **Leased Premises.** Landlord hereby demises and leases to Tenant and Tenant hereby leases from Landlord the real property located at **40 Mount Hood Street, Brighton, Massachusetts** (known as Hotel Boston), and as more particularly described in Exhibit A attached hereto (the “Leased Premises”), which is improved by buildings containing 74 guest rooms and associated common areas, including a lounge, as well as a parking area. Tenant shall have the right to use approximately fifty (50) parking spaces on the Leased Premises. Tenant shall have the right to use all furniture, furnishings, equipment and appliances belonging to Landlord and located at the Leased Premises, including two coin operated washers and dryers and all bedding; Landlord agrees that each guest room will include a microwave oven and a mini-fridge, and, if requested and paid for by Tenant, an extra desk and chair. Tenant may at Tenant’s sole cost and expense move and store any furniture located at the Leased Premises, provided that all furniture shall be returned to its original location at the expiration of the Term in the same condition as it was as of the Effective Date.

### ARTICLE 2 TERM

2.1. **Term.** The term of this Lease (as it may be extended under Section 2.3 below, the “Term”) shall commence on August 27, 2020 (the “Commencement Date”) and continue until check-out on December 22, 2020. Tenant shall have the ability to access to the Leased Premises twenty-four (24) hours per day, seven (7) days per week.

2.2. **Option Term.** Tenant shall have the option to extend the Term for the period commencing on December 22, 2020 and ending at check-out on May 25, 2021 (the “Option Term”). If Tenant wishes to exercise its option to extend, Tenant must send written notice to Landlord no later than October 31, 2020, time being of the essence. Upon Landlord’s receipt of such notice, the word “Term” as used herein shall be deemed to include the Option Term.

2.3. **Termination Option.** If Tenant has exercised the option to extend for the Option Term, Tenant shall have the further option to terminate the Term as of March 31, 2021. If Tenant wishes to exercise its option to terminate, Tenant must send written notice to Landlord no later than March 1, 2021. Upon Landlord’s receipt of such notice, the Term shall be deemed to expire on March 31, 2021.

**ARTICLE 3**  
**RENT**

3.1. **Rent.** Beginning on the Commencement Date and continuing thereafter during the Term, Tenant covenants and agrees to pay to Landlord without deduction, setoff or abatement whatsoever monthly rent ("**Monthly Rent**") payable in advance, in the amounts set forth below:

3.2. **Late Payments of Rent.** If any installment of Monthly Rent is paid after more than five (5) days following the due date, Tenant shall pay Landlord a late fee equal to five percent (5%) of the overdue payment.

**ARTICLE 4**  
**LANDLORD'S WORK/TENANT'S WORK**

4.1. **Landlord's Work.** Prior to commencement of the Term, Landlord will at Landlord's sole cost and expense (a) to the extent permitted by applicable law, install barriers to prevent vehicular access from the parking area on the Leased Premises to Egremont Road, (b) provide internet boosters as necessary to accommodate the internet bandwidth needed to support students in occupancy of guest rooms, (c) designate assigned parking spaces for Landlord's staff and members of the Tenant Group in the parking area on the Leased Premises, which shall be in locations reasonably acceptable to Tenant, (d) install two coin-operated washing machines and dryers in the storage room next to the vending machines in the Leased Premises, and (e) provide

a space in the lobby of the Leased Premises where Tenant may locate security system monitors and at which a security person may be stationed by Tenant. Landlord's work shall be completed in a good and workmanlike manner, and in accordance with all applicable laws, regulations, rules, codes and ordinances.

4.2. **Tenant's Work.** Prior to the commencement of the Term, Tenant may at Tenant's sole cost and expense (except as specifically set forth in this Section 4.2) install exterior security cameras and exterior lighting at the Leased Premises; Tenant may also locate security system monitors in the space in the lobby of the Leased Premises provided by Landlord. Tenant will remove any exterior security cameras installed by Tenant at the expiration of the Term, and repair any damage to the Leased Premises related to such removal. Tenant's work shall be completed in a good and workmanlike manner, and in accordance with all applicable laws, regulations, rules, codes and ordinances. Landlord agrees to contribute \$5,000 towards the cost of Tenant's installation of exterior security cameras. Such amount to be paid within thirty (30) days of Landlord's receipt of an invoice following the installation thereof.

## **ARTICLE 5** **TAXES**

5.1. **Payment of Real Estate Taxes.** Except as provided in Section 5.2, Landlord shall be solely responsible for all real estate taxes, assessments, and other governmental impositions and charges which shall during or with respect to the Term be levied, assessed, imposed, become or to become due and payable upon the Leased Premises.

5.2. **Hotel Taxes.** Tenant shall be responsible for hotel taxes, if any, payable as a result of the occupancy of the Leased Premises contemplated by this Lease (the "Hotel Taxes"). Within fifteen (15) days following receipt of invoices therefor, Tenant shall make payments to Landlord with respect to the Hotel Taxes in such amounts as may be invoiced by Landlord on a monthly basis, provided that each invoice will be accompanied by such backup materials as may be reasonably requested by Tenant. Landlord shall pay all Hotel Taxes to the applicable taxing authority or authorities, provided, however, that Landlord and Tenant will cooperate with one another to determine whether any hotel taxes are payable in connection with the occupancy of the Leased Premises contemplated by this Lease, and if hotel taxes are not payable in connection with the occupancy of the Leased Premises contemplated by this Lease (or are payable in an amount that is less than the Hotel Taxes that have been invoiced by Landlord), then (a) Landlord will promptly refund to Tenant the amount by which the Hotel Taxes invoiced by Landlord and paid by Tenant but not yet paid by Landlord to the applicable taxing authority or authorities exceed the remaining Hotel Taxes properly payable to such taxing authority or authorities, and (b) Landlord will use commercially reasonable efforts to obtain a refund of any Hotel Taxes previously paid to the applicable taxing authority or authorities in excess of the Hotel Taxes properly payable to such taxing authority or authorities, and any amount so refunded to Landlord by the applicable taxing authorities will be promptly refunded by Landlord to Tenant.

**ARTICLE 6**  
**MAINTENANCE**

6.1 **Landlord's Maintenance.** Landlord agrees to keep the Leased Premises in reasonably good order, condition and repair, including the roof, foundations, and structural portions of the buildings, the walls, doors and windows of the buildings, any landscaping, and all mechanical, life safety, electrical, plumbing, heating, ventilation, cooling and sprinkler systems serving the buildings, and any appliances located in the buildings, all of such repairs to be completed in a good and workmanlike manner such as to minimize any unreasonable inconvenience to Tenant or students other members of the Tenant Group in occupancy of guest rooms; provided, however, that if any condition related to Landlord's maintenance hereunder in the Leased Premises is caused by any negligence or intentional misconduct of Tenant, its students, agents, employees or contractors, or any other member of the Boston College community, or any of their guests or invitees (collectively the "Tenant Group"), Tenant shall pay Landlord's costs of repair to correct such condition within ten (10) days of presentation to Tenant of a bill therefor. Tenant shall provide any requests for repairs or maintenance to Landlord. Notwithstanding anything herein to the contrary, Tenant shall have the right to perform or cause to be performed any repair, maintenance or service required to be performed hereunder by Landlord or to estimate the cost of the same and thereafter to deduct the cost of such performance or estimate of the cost from any sums due Landlord hereunder, so long as Tenant has given Landlord written notice of the need for the same and fifteen (15) days have elapsed from the giving of said notice without Landlord performing or taking such diligent steps as reasonably necessary to effect performance. In case of emergencies, the aforesaid fifteen (15) day period shall be reduced to such period as is reasonable under the circumstances and the requirement of written notice is waived by Landlord.

In addition to the foregoing, Landlord shall be responsible for reasonable:

- (a) snow removal and landscaping;
- (b) providing a dumpster on the Leased Premises into which students may empty their trash, and emptying the dumpster as needed;
- (c) cleaning of common areas within the Leased Premises; and
- (d) measures to keep the buildings free of vermin, rodents, insects (including bed bugs), and other pests.

**ARTICLE 7**  
**UTILITIES AND SERVICES**

7.1. **Utilities and Charges Therefor.** From and after the Commencement Date, Landlord agrees to contract for and shall pay, on or before the due date, all charges for all utilities used or consumed at the Leased Premises, including high speed internet access for all guest rooms.

7.2. **Continental Breakfast.** Landlord will provide at Landlord's sole cost daily continental cold breakfast as needed for members of the Tenant Group during the hours between 7:00 a.m. to



10:00 a.m. Tenant will provide Landlord with advance notice on a weekly basis of the continental cold breakfast needs for members of the Tenant Group, and the continental cold breakfast needs on any given day will not exceed 74 breakfasts.

**ARTICLE 8**  
**TENANT'S ADDITIONAL COVENANTS**

8.1. **Affirmative Covenants.** Tenant covenants at its expense at all times during the Term and such further time as Tenant occupies the Leased Premises, or any part thereof:

8.2. **Permitted Use.** The Leased Premises may be used by members of the Tenant Group as approved by Boston College.

8.3. **Compliance with Law.** Tenant shall comply with all governmental regulations, orders and directives issued by any governmental authority having jurisdiction over Tenant Group or the Leased Premises, and shall establish and maintain reasonable rules and regulations consistent with this Lease applicable to all students and others for the use of the Leased Premises including the guest rooms and the common areas. Tenant shall be fully responsible to monitor and supervise members of the Tenant Group.

8.4. **Alterations.** Except as provided in Section 4.2, Tenant shall make no structural alterations, improvements, additions or changes or any changes which affect the heating, ventilating, air conditioning, electrical, plumbing or other mechanical systems of the Building in or to the Leased Premises without Landlord's prior written consent.

8.5. **Yield Up.** At the expiration of the Term or earlier termination of this Lease, Tenant shall restore and refurbish the Leased Premises, including furniture, furnishings and appliances belonging to Landlord, to their original condition as of the Commencement Date, reasonable use and wear and tear and damage by fire or other casualty excepted; and Tenant shall surrender all keys to the Leased Premises and yield up the Leased Premises, broom clean.

**ARTICLE 9**  
**QUIET ENJOYMENT**

9.1. Landlord agrees that so long as no event of default on behalf of Tenant exists beyond applicable notice and cure periods, Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

**ARTICLE 10**  
**INSURANCE-CASUALTY-TAKING**

10.1. **Landlord's Property Insurance.** Landlord covenants to carry or cause to be carried, throughout the Term property insurance on the buildings on the Leased Premises in the amount of the full replacement value thereof. Such coverage shall include damage done by fire and other casualty. Said insurance shall be maintained at the expense of Landlord, and payments for losses thereunder shall be made solely to Landlord.

10.2. **Tenant's Insurance.** Tenant shall at all times during the Lease Term, at its sole cost and expense, carry and maintain the following insurance ("Tenant's Insurance"), with respect to the Leased Premises: (a) insurance coverage for any and all personal property, including, but not limited to, any furniture, machinery, goods, products or supplies, of Tenant, which Tenant may have upon or within the Leased Premises; (b) Commercial General Liability Insurance relating to the Leased Premises and its appurtenances and Tenant Group's use of the Leased Premises on an occurrence basis, with minimum limits of liability in the amount of \$5,000,000.00 in respect of bodily injury or death and/or property damage combined; and (c) workmen's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under applicable workmen's compensation laws. Tenant's Commercial General Liability Insurance shall name Landlord, and any entity Landlord transfers the management of the real property leased hereunder to, as additional insureds. All liability and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not supplemental to coverage that Landlord may carry. Tenant may maintain any of its required insurance coverages under blanket policies of insurance covering the Leased Premises and any other premises of Tenant, or companies affiliated with Tenant, provided the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy.

10.3. **Tenant's Indemnity.** Except to the extent arising from the negligence or willful misconduct of Landlord or its employees, agents or contractors, Tenant agrees to indemnify and save harmless, Landlord and Landlord's members, managers, employees, agents and contractors from and against all claims, losses, cost, damages, liability or expenses of whatever nature arising: (i) from any accident, injury or damage whatsoever to any member of the Tenant Group, or to the property of any member of the Tenant Group, occurring in or about the Leased Premises; (ii) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring outside of the Leased Premises but on or about the property surrounding the Leased Premises where such accident, damage or injury results or is claimed to have resulted from any act or omission on the part of any member of the Tenant Group; or (iii) the use or occupancy of the Leased Premises by the Tenant Group or any condition created by the Tenant Group in or about the Leased Premises, and, in any case, occurring after the Commencement Date (or such earlier date as of which Tenant takes possession of the Leased Premises) until the expiration of the Term and thereafter so long as Tenant and/or Tenant Group is in occupancy or possession of any part of the Leased Premises. This indemnity and hold harmless agreement shall include indemnity against all losses, costs, damages, expenses and liabilities incurred in or in connection with any such claim or any proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees and costs at both the trial and appellate levels. The provisions of this Section 10.3 shall survive the expiration or earlier termination of

this Lease.

10.4. **Landlord's Indemnity.** Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Tenant or its agents, to the extent caused by the negligence or intentional misconduct of Landlord or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees. This indemnity and hold harmless agreement shall include indemnity against all losses, costs, damages, expenses and liabilities incurred in or in connection with any such claim or any proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees and costs at both the trial and appellate levels. The provisions of this Section 10.4 shall survive the expiration or earlier termination of this Lease.

10.5. **Waiver of Subrogation.** All insurance which is carried by either Party with respect to the Leased Premises, whether or not required, shall include provisions which either designate the other Party as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the other Party to the extent such rights have been waived by the insured Party prior to occurrence of loss or injury, insofar as, and to the extent that such provisions may be effective without making it impossible to obtain insurance coverage from responsible companies qualified to do business in the Commonwealth of Massachusetts (even though extra premium may result therefrom). Each Party shall be entitled to have duplicates or certificates of any policies containing such provisions. Each Party hereby waives all rights of recovery against the other for loss or injury resulting from a peril or risk against which either Party is required hereunder to purchase insurance, whether or not such insurance is in fact maintained.

10.6. **Partial Damage to Leased Premises.** If, on and after the Commencement Date, the Leased Premises shall be "partially damaged", as distinguished from "substantially damaged" (substantial damage being damage of the character that may not, in the ordinary course, be expected to be repaired within thirty (30) days from commencement of repair work), by fire or casualty, Landlord shall, subject to the provisions of any mortgage encumbering the Leased Premises, promptly proceed upon receipt of the insurance proceeds, to restore the Leased Premises to substantially the condition the Leased Premises were in at the time of such damage in a manner so as to minimize the disturbance to Tenant, but Landlord shall not be responsible for delay which may result from any cause beyond the reasonable control of Landlord nor shall Landlord be liable to expend more than the insurance proceeds made available to Landlord. The Monthly Rent until such repairs shall be made shall be apportioned according to the part of the Leased Premises which is usable by Tenant, provided that Tenant may elect to terminate this Lease if: (a) Landlord fails to give written notice within ten (10) days from the date of such damage of its intention to restore the Leased Premises; or (b) Landlord fails to restore the Leased Premises, Building or Common Area to a condition substantially suitable for the permitted use within thirty (30) days of said fire or casualty.

10.7. **Substantial Damage to Leased Premises.** If, on or after the Commencement Date, the Leased Premises shall be substantially damaged by fire or casualty, Landlord shall either (i) subject to the provisions of any mortgage encumbering the Leased Premises promptly, after such

damage and the determination of the net amount of insurance proceeds available to Landlord, expend so much as may be necessary of such net amount to restore the Leased Premises to substantially the condition such portion of the Leased Premises were in at the time of such damage, but Landlord shall not be responsible for delay which may result from any cause beyond the reasonable control of Landlord, or (ii) give notice to Tenant in writing within ten (10) days of such casualty of Landlord's election to terminate this Lease. If Landlord shall give such notice, then this Lease shall terminate as of the date of such notice, with the same force and effect as if such date were the date originally established as the expiration date hereof. Should the net amount of insurance proceeds available to Landlord be insufficient to cover the cost of restoring the Leased Premises, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Leased Premises with all reasonable diligence, or Landlord may terminate this Lease by giving notice to Tenant not later than ten (10) days following receipt of insurance proceeds, in which event, this Lease shall terminate as of the date of such notice, with the same force and effect as if such date were the date originally established as the expiration date hereof. Notwithstanding the foregoing, if the Leased Premises are substantially damaged, this Lease shall terminate at the election of Tenant, written notice of such election to be given within thirty (30) days after such substantial damage, and the Monthly Rent shall be apportioned to the date of the occurrence of such substantial damage.

**10.8. Rights of Termination For Taking.**

(a) If the entire Leased Premises, or such portion thereof as would render the balance impractical for the permitted use, shall be taken by condemnation or right of eminent domain, or a negotiated deed in lieu thereof, Landlord or Tenant shall have the right to terminate this Lease by notice to the other of its desire to do so, provided that such notice is given not later than thirty (30) days after the effective date of such taking, or as to Tenant, if later, thirty (30) days after Tenant receives notice of the taking from Landlord. The effective date of the termination shall be the earlier of the effective date of the taking or the date of the notice.

(b) Should any part of the Leased Premises be so taken or condemned and such taking or condemnation occurs after the Commencement Date, and should this Lease not be terminated by Landlord or Tenant in accordance with the foregoing provisions, Landlord agrees promptly after such taking or condemnation, and the determination of Landlord's pro tanto award on account thereof, subject to the terms of any mortgage encumbering the Building, to expend so much may be necessary of the net amount of the pro tanto award to restore so much of the Leased Premises as were originally constructed by Landlord to an architectural unit as nearly like their condition prior to such taking as shall be reasonably practicable. Should the amount of the pro tanto award be insufficient to cover the cost of restoring the Leased Premises, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Leased Premises to such an architectural unit, with all reasonable diligence, or Landlord may terminate this Lease by giving notice to Tenant not later than a reasonable time after Landlord has determined the pro tanto award and the estimated cost of such restoration.

10.9. **Landlord Reserves Award.** Landlord reserves all rights to awards, settlements or judgments for damages to the Leased Premises and the leasehold hereby created now accrued or hereafter accruing (not including a separate award for Tenant's moving expenses), by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority; and by way of confirmation Tenant grants to Landlord all Tenant's rights to such awards, settlements or judgments and agrees to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Tenant may pursue any further action for business loss or other loss provided that in no event may any such action affect or interfere with Landlord's eminent domain award.

## **ARTICLE 11**

### **LANDLORD'S REPRESENTATIONS AND WARRANTIES**

11.1. **Representations and Warranties.** Landlord represents and warrants that (a) it is the owner of the Leased Premises in fee simple, subject to the easements, restrictions and encumbrances of record; (b) Landlord has the authority to enter into this Lease with Tenant; and (c) there are no liens or similar claims (excluding mortgages and related loan documents) upon Landlord or against the Leased Premises; Landlord further represents and warrants that to the best of its knowledge after due inquiry, except to the extent disclosed in the reports referenced on Exhibit B attached hereto, the Leased Premises are presently free of asbestos, toxic waste, underground storage tanks, and other hazardous materials in amounts exceeding legally established maximum thresholds. Landlord agrees to indemnify and hold harmless Tenant, its trustees, officers and any of its employees, against all costs incurred (including without limitation amounts paid pursuant to penalties, fines, orders), arising out of any claim made by Federal, State or local agencies or departments or private litigants or third parties with respect to violations or alleged violations of environmental or health laws, rules, regulations, orders or common law, provided such violations or alleged violations are not caused by Tenant, Tenant Group or Tenant's or Tenant Group's use of the Leased Premises.

For the purposes of this Agreement, "hazardous materials" shall mean substances defined as "hazardous substances", "toxic substances" or "hazardous wastes" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; the federal Resource Conservation and Recovery Act, as amended (RCRA); oil and underground storage tanks; asbestos and material containing asbestos; those substances defined as "hazardous wastes", "hazardous materials" or "hazardous substances" in the laws of the state in which the Real Property is located; and as such substances are defined in the regulations adopted and publications promulgated pursuant to said laws (said laws and regulations referred to herein as "**Environmental Laws**"), but shall not include those substances or products for use in amounts and for purposes approved by governmental authorities or those typically used, stored, generated or disposed of in a facility of this type provided such substances have been and are used, stored, generated or disposed of in compliance with all Environmental Laws.

## **ARTICLE 12**

### **DEFAULTS**

12.1. **Default and Remedies.** This Lease and the Term and estate hereby granted are subject to the limitation that (i) whenever Tenant shall default in the payment of any installment of Monthly Rent, or in the payment of any other sums payable from Tenant to Landlord under this Lease, on any day upon which the same shall be due and payable and such default shall continue for five (5) days, (ii) members of the Tenant Group are a persistent nuisance to Landlord's neighbors or others in the surrounding area of the Leased Premises as evidenced by complaints received by Landlord and connected to specific members of the Tenant Group, which complaints shall be promptly communicated by Landlord to Tenant, and if such situation shall not be improved or remedied by Tenant within thirty (30) days after Landlord shall have given to Tenant a written notice specifying the same (it being agreed that Landlord and Tenant will cooperate to determine appropriate steps to be taken to improve or remedy such situation); or (iii) whenever Tenant shall do or permit anything to be done, whether by action or inaction, contrary to any of Tenant's other obligations hereunder (excluding payments of Monthly Rent as set forth in clause (i) above with respect to which the cure period shall be five (5) days), and if such situation shall continue and shall not be remedied by Tenant within thirty (30) days after Landlord shall have given to Tenant a written notice specifying the same, or, in the case of a happening of default which cannot with due diligence be cured within a period of thirty (30) days, if Tenant shall not duly institute within such thirty (30) day period and promptly and diligently prosecute to completion all steps necessary to remedy the same within sixty (60) days following written notice to Tenant, then in any such event, the Tenant shall be in default hereunder.

12.2. **Remedies.** In the event of Tenant's default hereunder which remains uncured beyond any applicable cure period, Landlord may elect to terminate Tenant's right of possession without termination of this Lease, in which event Tenant agrees to surrender possession and vacate the Leased Premises immediately and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Leased Premises, in whole or in part and to repossess Tenant of the Leased Premises or any part thereof and to expel or remove Tenant and any other person who may be occupying or within the Leased Premises or any part thereof and remove any and all property therefrom without terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay Monthly Rent and perform any of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease and without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer; and without relinquishing Landlord's right to rental or any other right of Landlord in this Lease or by operation of law. In such case, Landlord has the right to accelerate all Monthly Rent so that all such payments for the Lease Term shall become immediately due and payable by Tenant to Landlord. Without waiver of or prejudice to any of its rights and remedies, Landlord shall use reasonable efforts to mitigate its damages by attempting to relet the Leased Premises. Landlord may include all reasonable expenses incurred in obtaining possession of the Leased Premises, including reasonable attorneys' fees necessary to compel Tenant's compliance hereunder, and the cost of restoring the Leased Premises to good order. Landlord shall recover as liquidated damages, in addition to accrued Monthly Rent and other charges, if Landlord's re-entry is the result of Tenant's bankruptcy, insolvency or reorganization, the full rental for the maximum period allowed by any act relating to bankruptcy, insolvency or reorganization.

Upon and after entry into possession without terminating the Lease, Landlord shall use commercially reasonable means to re-let all or any part of the Leased Premises for the account of Tenant for such rent and upon such terms and to such person, firm or corporation and for such period or periods as Landlord in Landlord's reasonable discretion shall determine and Landlord shall not be required to accept any tenant offered by Tenant, or to observe any instruction given by Tenant about such re-letting. If the Landlord has not accelerated the Monthly Rent in accordance with the immediately preceding paragraph and the consideration collected by Landlord upon any such re-letting for Tenant's account is not sufficient to pay the Monthly Rent reserved in this Lease, Tenant agrees to pay to Landlord the deficiency upon demand; if the Landlord has accelerated the Monthly Rent in accordance with the immediately preceding paragraph, then the consideration received from such reletting up to the amount of accelerated Monthly Rent paid by Tenant shall be paid by Landlord to Tenant. Any surplus realized upon any re-letting shall be the sole property of Landlord.

The service of any default notice, demand for possession, a notice that the tenancy hereby created will be terminated on the date therein named, institution of an action of forcible detainer or ejectment or the entering of a judgment for possession in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the Leased Premises shall not relieve Tenant from Tenant's obligation to pay the Monthly Rent hereunder during the balance of the Term, except as herein expressly provided. The Landlord may collect and receive any Monthly Rent due from Tenant and the payment hereof shall not constitute a waiver of any existing default by Tenant or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies which Landlord has in equity or at law or by virtue of this Lease. Payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment due shall be deemed on account of, but not satisfaction of, the amount due, and no endorsement or statement on any check or any transmittal document accompanying any check or payment of any amount due shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of any amount due or pursue any other remedies available to Landlord.

12.3. **Cumulative Remedies.** Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

12.4. **No Waiver of Default.** No consent or waiver, express or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

### **ARTICLE 13** **ASSIGNMENT AND SUBLETTING**

13.1. Without the prior written consent of Landlord in each instance, there shall be no assignment, sale, pledge, mortgage, encumbering or any other manner of transfer of any (i) interest of Tenant in this Lease, (ii) part of the Leased Premises, (iii) subletting the Leased Premises or any part thereof, or (iv) occupancy by anyone with, through or under Tenant, excluding members of the Tenant Group. Notwithstanding the foregoing or any provision to the contrary contained in this Lease, Landlord agrees that Tenant may permit guest rooms to be occupied by members of the Tenant Group without the consent of Landlord. Any assignment or sublease in violation of this Article shall be void and shall constitute an Event of Default hereunder. If this Lease is assigned, or if the Leased Premises or any part of the Leased Premises are subleased or occupied by anyone other than members of the Tenant Group, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to Monthly Rent. No assignment, sublease, occupancy or collection will be deemed (a) a waiver of the provisions of this Article, (b) the acceptance of the assignee, subtenant or occupant as tenant, or (c) a release of Tenant from the further performance by Tenant of its obligations in this Lease. Consent by Landlord to an assignment or sublease will not relieve Tenant from obtaining Landlord's prior written consent to any further assignment or sublease. No permitted subtenant may assign or encumber its sublease or further sublease all of any portion of its subleased space, or otherwise permit any subleased space to be used or occupied by others, without Landlord's prior written consent in each instance.

#### **ARTICLE 14** **MISCELLANEOUS PROVISIONS**

14.1. **Notices from Tenant to Landlord.** Any notice, demand or other communication from Tenant to Landlord shall be in writing and shall be deemed duly given if delivered to Landlord at the address hereinbelow set forth by registered or certified mail, return receipt requested, or by private, nationally recognized overnight courier.

14.2. **Notices from Landlord to Tenant.** Any notice, demand or other communication from Landlord to Tenant shall be in writing and shall be deemed duly given if delivered to Tenant at the address hereinbelow set forth by registered or certified mail, return receipt requested, or by private, nationally recognized overnight courier.



Any such notice, demand or other communication given under this Section or Section 14.1 above shall be effective when received (or upon refusal of receipt). Either Landlord or Tenant may from time to time change its address for notices, demands or other communications relating to this Lease by written notice to the other in accordance with the terms of this Section or Section 14.1 above.

14.3. **Bind and Inure.** The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

14.4. **Subordination, Attornment, Notice to Mortgagees.**

(a) This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate in all respects to all mortgages, building loan agreements, easements, and ground leases which may now or hereafter affect the Leased Premises (“**Superior Mortgages**”). This Section shall be self-operating and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute and deliver any commercially reasonable instrument, in recordable form, if required, to the holder of any Superior Mortgage or any of their respective successors in interest may request to evidence such subordination.

(b) Tenant agrees, without further instruments of attornment in each case, to attorn to the holder of any Superior Mortgage and this Lease shall not be affected in any way whatsoever by any such foreclosure proceeding.

(c) Notwithstanding anything herein to the contrary, the subordination of this Lease and Tenant's obligation to attorn to the holder of any Superior Mortgage is subject to the condition precedent that such holder of any Superior Mortgage execute and deliver to the Tenant an agreement not to disturb Tenant's possession as long as Tenant is not in default with respect to any of the covenants or conditions of this Lease to be performed and observed by Tenant, in a form reasonably satisfactory to Tenant.

14.5. **Governing Law.** This Lease and the rights and obligations of the Parties shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts. If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any legal action or proceeding with respect to this Lease shall be brought in the state or federal courts located in Suffolk County, Massachusetts, and by execution and delivery of this Lease, the Parties accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of the aforesaid courts. Except to the extent prohibited by law which cannot be waived, each Party hereto waives trial by jury in connection with any action or proceeding of any nature whatsoever arising under, out of, or in connection with this Lease and in connection with any claim, counterclaim, offset or defense arising in connection with such action or proceeding, whether arising under statute (including any federal or state constitution) or under the law of contract, tort or otherwise and including, without limitation, any challenge to the legality, validity, binding effect or enforceability of this Lease.

14.6. **Headings.** The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease.

14.7. **Due Authority.** The individuals signing below represent that they have the requisite authority to bind the entities on whose behalf they are signing.

14.8. **Litigation.** If Landlord or Tenant litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant shall pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on appeal.

[Signatures appear on following page]

Executed under seal, in any number of counterparts, each of which counterparts shall be deemed an original for all purposes, as of the day and year first above written.

**1650 COMMONWEALTH, LLC**  
(Landlord)

By:  \_\_\_\_\_

**TRUSTEES OF BOSTON COLLEGE**  
(Tenant)

By:  \_\_\_\_\_

## EXHIBIT A

### Description of Land

#### First Parcel

A certain parcel of land situated in that part of said Boston called Brighton on the northerly side of Egremont Road, containing 31,244 square feet and shown on a "plan of land in Brighton (Boston, Ward 25) belonging to the Estate of William H. Monroe" by D. W. Hyde, Engineer and Surveyor, dated Boston, March 9, 1925, and recorded with Suffolk Deeds, Book 4814, Page 245, and being bounded and described according to said plan as follows:

Commencing at a point on the northerly side of said Egremont Road to land now or formerly of Henrietta B. Pelonsky; thence running

NORTHERLY	by said land now or formerly of said Pelonsky, one hundred fifty-four and 88/100 (154.88) feet to land now or formerly of Bentley W. Warren et al, Trustees; thence turning and running
about EASTERLY	by said land now or formerly of said Bentley W. Warren, et al, Trustees, one hundred twenty-seven and 68/100 (127.68) feet; thence turning and running
NORTHEASTERLY	by said last-named land, ninety-nine and 45/100 (99.45) feet; thence turning and running
SOUTHEASTERLY	by said last-named land, eighty (80) feet to Egremont Road; thence turning and running
WESTERLY	by Egremont Road by three lines, measuring respectively twenty and 39/100 (20.39) feet, two hundred thirty-three and 33/100 (233.33) feet, and twenty-eight and 43/100 (28.43) feet to the point of beginning.

#### Second Parcel

The land in that part of Boston called Brighton, being Lots A and B-2 on "Plan of land in Boston, Massachusetts, Brighton District" dated June 7, 1940, by William S. Crocker, Civil Engineer, recorded at the Suffolk Registry of Deeds in Book 6020, Page 258, and bounded and described as follows:

about EASTERLY	by the intersection of Mt. Hood Road and Egremont Road, 21.29 feet;
SOUTHEASTERLY	by said Egremont Road, 140 feet;

SOUTHWESTERLY	by land formerly of William H. Monroe, 80 feet;
SOUTHEASTERLY	by land formerly of William H. Monroe by two lines measuring respectively 99.45 feet and 127.68 feet;
SOUTHWESTERLY	by land now or formerly of Henrietta B. Pelonsky, 28 feet;
about WESTERLY	by land now or formerly of the Gulf Oil Corporation, 145.33 feet to Mt. Hood Road at a point 305.03 feet along said road from the aforesaid intersection; then
NORTHEASTERLY	and Northerly by Mt. Hood Road by several lines measuring respectively 165.99 feet, 42.25 feet; 50 feet; and 46.79 feet, to said intersection.

Containing about 36,329 feet according to said plan.

Be all of said measurements more or less or however otherwise the same may be bounded, measured or described.

**Third Parcel**

The land in that part of Boston called Brighton, being Lot 2 on Subdivision Plan of Land, Boston (Brighton District) Mass., dated March 14, 1960, by Henry F. Bryant & Son, Inc., Engineers, Brookline, Mass., recorded at the Suffolk Registry of Deeds in Book 7473, Page 376, and bounded and described as follows:

NORTHEASTERLY	by Mt. Hood Road, twenty-three and 49/100 (23.49) feet;
SOUTHEASTERLY	by land of the Trustees, one hundred forty-five and 33/100 (145.33) feet;
SOUTHERLY	by land now or formerly of David and Harriet Bayard, ninety-one and 64/100 (91.64) feet;
SOUTHWESTERLY	by land now or formerly of Sol Rotenberg, thirty-one and 67/1 00 (31.67) feet;
NORTHWESTERLY	by other land of Gulf Oil Corporation, two hundred two and 23/100 (202.23) feet; and
WESTERLY	again by other land of Gulf Oil Corporation, eighteen and 16/100 (18.16) feet.

Containing 7511 square feet of land according to said plan.

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is entered into as of this 29<sup>th</sup> day of July, 2020 (the "**Amendment Date**"), by and between **1650 COMMONWEALTH, LLC**, a Massachusetts limited liability company ("**Landlord**"), and **TRUSTEES OF BOSTON COLLEGE**, a Massachusetts non-profit educational corporation ("**Tenant**").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated as of June 9, 2020 (the "**Lease**") regarding premises located at 40 Mount Hood Street, Brighton, Massachusetts (known as Hotel Boston), as more particularly described in the Lease (the "**Premises**");

WHEREAS, Landlord and Tenant desire to commence the term of the Lease at an earlier date and provide for payment of rent accordingly as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Capitalized Terms. Capitalized terms used in this Amendment but not otherwise defined or modified herein shall have the meaning ascribed to such terms in the Lease.
2. Commencement Date. The Commencement Date of the Term as set forth in Section 2.1 of the Lease is hereby amended to be August 15, 2020.
3. Rent.
4. Ratification and No Further Amendment. As modified by this Amendment, the Lease is fully ratified, adopted and approved by the parties hereto effective as of the Amendment Date. Except as expressly amended hereby, the Lease remains unmodified and in full force and effect. If any inconsistency exists or arises between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall prevail.
5. Counterpart Signatures. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one document. Delivery of an executed copy of this Amendment by e-mail with PDF attachment shall be sufficient for all purposes and shall have the same force and effect as delivery of an original copy.

*[Signatures Follow on Next Page]*

Executed under seal, in any number of counterparts, each of which counterparts shall be deemed an original for all purposes, as of the day and year first above written.

**1650 COMMONWEALTH, LLC**  
(Landlord)

By: *Guo Li*

**TRUSTEES OF BOSTON COLLEGE**  
(Tenant)

By: 

## Hotel Boston Abutting Properties

<u>Name</u>	<u>Address</u>	<u>Zoning</u>	<u>Description</u>
Hotel Boston	40 Mt. Hood Rd. / 6 Egremont Rd.	Commercial	74 rooms
The Aberdeen	1650 Commonwealth Ave.	Condominium	40 condos
	8 Egremont Road	Four to Six Family	Multi-Apt
	19-41 Egremont Rd.	Apartment Buildings	
	12-39 Mt. Hood Rd.	Residential Condos	
Boston Int'l Academy	1642 Commonwealth Ave.	Commercial	Private Educational
	1662 Commonwealth Ave.	Residential Condos	





### Boston College Move-in Timeline

- August 8-9: Residential Life Graduate Staff Assistants Move-In
- August 10: Piece by Piece begins delivering items to rooms
- August 15-16: Resident Assistant Move-In
- August 17: Football Transition from Preseason Housing to Academic Year Housing
- August 17-19: Early Arrivals: Special Circumstance Students/Groups (3-5pm)
- August 20-22: Early Arrivals: Off-Campus Lease Students move on campus (8am-7pm)
- August 23-27: Early Arrival Individual Students and Groups Begin (8am-7pm)
- August 24-27: Walsh and Reservoir extended Move-In (8am-7pm)
- August 24-25: First-Year International Student Move-In (8am-7pm)
- August 26-27: First-Year Student Move-In (8am-7pm)
- August 28-29: Upper-class and Transfer Student Move-In (8am-7pm)
- August 30: Late Arrivals (10am-5pm)