

McDERMOTT
QUILTY &
MILLER LLP

28 STATE STREET, SUITE 802
BOSTON, MA 02109

30 ROWES WHARF, SUITE 600
BOSTON, MA 02110

April 25, 2019

VIA HAND DELIVERY & ELECTRONIC MAIL

Brian P. Golden, Director
Boston Planning and Development Agency
Boston City Hall
1 City Hall Square, 9th Floor
Boston, MA 02201

Attention: John Campbell, Project Manager (john.campbell@boston.gov)

**Re: Change of Designated Developer Entity/Request to Amend Housing Type
420 West Broadway, South Boston, MA (the "Premises")**

Dear Director Golden:

As counsel to the new owner and developer of the above-referenced premises, BP Broadway LLC (the "New Owner/Developer"), I am writing to request that the Boston Planning and Development Agency (the "BPDA") change the developer designation, assign the related obligations and amend the prior-approved housing program from rental to condominium homeownership for the approved project, pursuant to Article 80 Small Project Review for the 42-unit residential development at the Premises, as approved by the BPDA (the "Approved Project").

By way of background, the Approved Project is regulated by the Board Memorandum approved on March 16, 2017 (the "BRA Board Memo"), as well as the Affordable Rental Housing Agreement and Restriction ("ARHAR") and Public Benefits Contribution Agreement ("PBCA") both executed on October 3, 2017, and all other approvals for the Approved Project. The New Owner-Developer acquired ownership and development rights for the Approved Project on July 17, 2018, with the enclosed Deed recorded in the Suffolk County Registry of Deeds at Book 59918, Page 96.

The requested assignment and amendment to the ARHAR would merely allow the New Owner/Developer to construct and deliver the Approved Project for condominium homeownership instead of rental housing with no change to the unit count or on-site Inclusionary Development Units as approved. While there have been minor changes to the unit square

Director Brian Golden

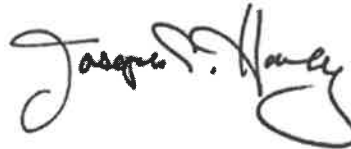
April 25, 2019

Page 2

footages for the affordable units located in the Approved Project, as a result of minor adjustments from design to production plans, these changes do not materially deviate from the overall approved program. For your review and consideration by the BPDA's urban planning and design staff, please see enclosed plan and chart excerpts with these noted adjustments.

Thank you for your attention to this request. If this is acceptable, please refer to or include this letter in the materials for the requested BRA approvals.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph P. Hanley". The signature is fluid and cursive, with a large loop at the end.

Joseph P. Hanley, Esq.

Enclosures
JPH/njz

cc: BP Broadway LLC
City Councilor Flynn's Office
Mayor's Office of Neighborhood Services
Michael Cannizzo, BPDA

Exhibit A – Revised Affordable Unit Chart and Plan Excerpts
Exhibit B – Deed
Exhibit C – BRA Board Memo, ARHAR and PBCA
Exhibit D – Executed Assignment of Article 80 Approvals to New Owner/Developer

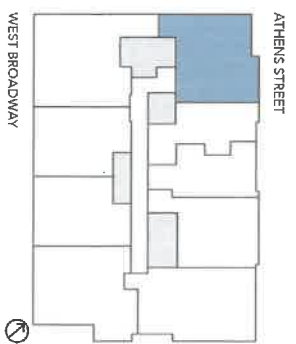
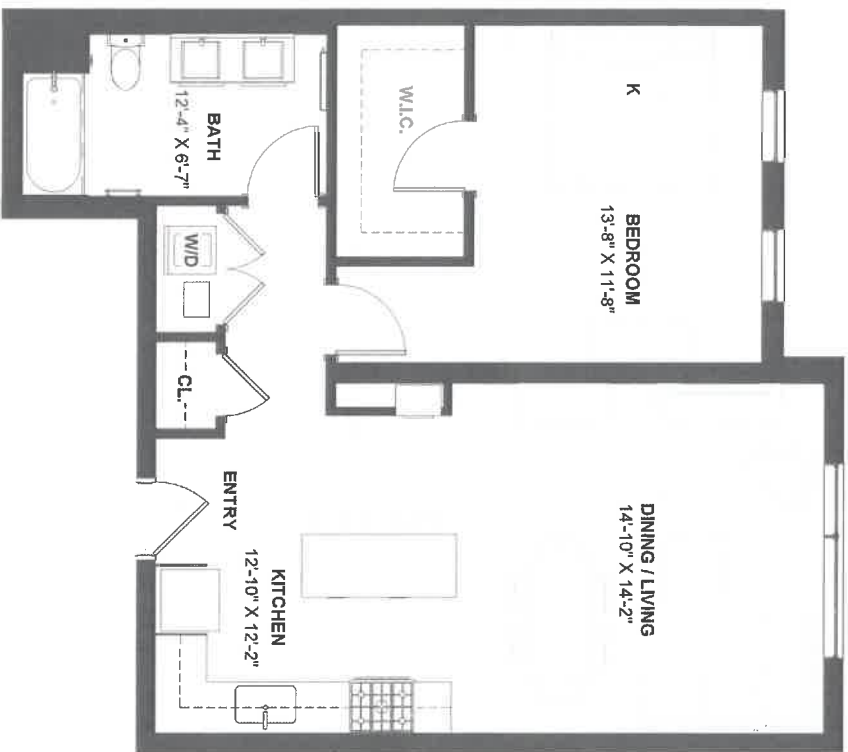
EXHIBIT A

<u>420 W. Broadway - Affordable Unit Breakdown</u>						
Unit Floor Location			BR's	<u>Original</u> Net Area	<u>Current</u> Net Area	Variance
201	2	Athens St - Corner Unit	1	821	853	32
206	2	W. Broad - Corner Unit	2	863	968	105
308	3	W. Broad - Middle Unit	1	729	720	(9)
403	4	Athens St - Middle Unit	Studio	524	544	20
504	5	Athens St - Middle Unit	1	661	733	72
Totals:				3,598	3,818	220

THE MEZZ

Residence Number: 201, 301, 401

1 Bedroom | 1 Bathroom | 853 SF

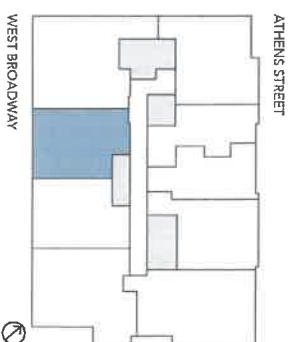
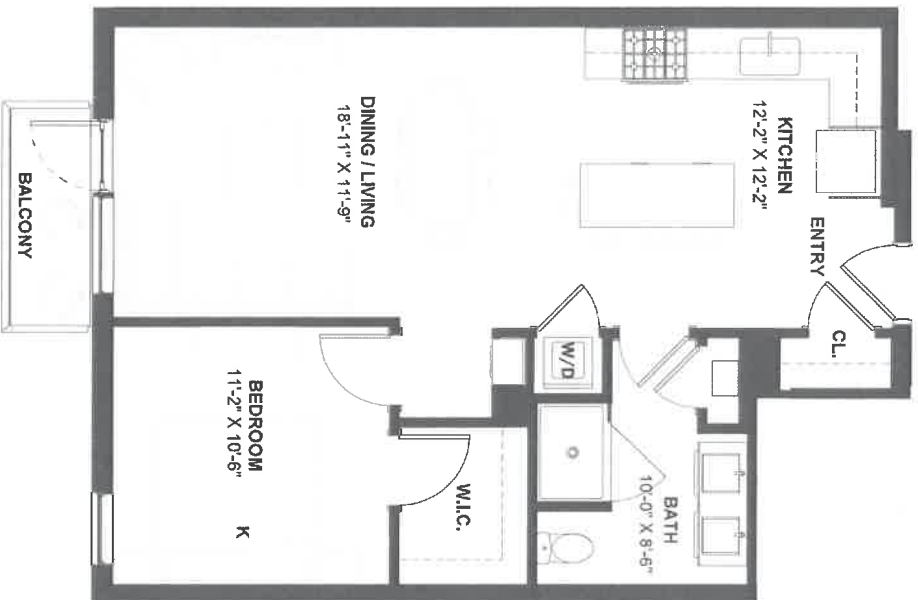


Disclaimer: Plans, dimensions, and features shown are approximate and are subject to change without notice or obligation. Variations may occur depending, for example, on construction variances, location of unit and/or mechanical or structural requirements.

THE MEZZ

Residence Number: 208, 308, 408, 508, 606

1 Bedroom | 1 Bathroom | 720 SF

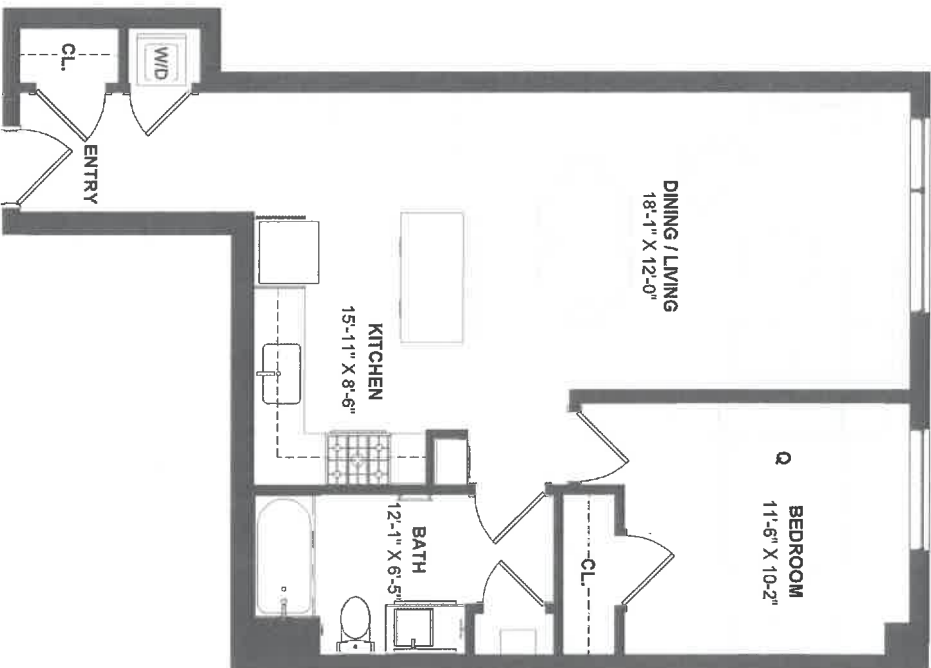


Disclaimer: Plans, dimensions, and features shown are approximate and are subject to change without notice or obligation. Variations may occur depending, for example, on construction variances, location of unit and/or mechanical or structural requirements.

THE MEZZ

Residence Number: 304, 404, 504

1 Bedroom | 1 Bathroom | 733 SF

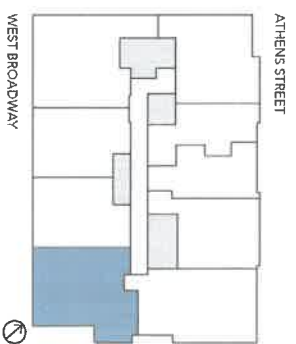


Disclaimer: Plans, dimensions, and features shown are approximate and are subject to change without notice or obligation. Variations may occur depending, for example, on construction variances, location of unit and/or mechanical or structural requirements.

THE MEZZ

Residence Number: 206, 306, 406, 506

2 Bedroom | 2 Bathroom | 968 SF

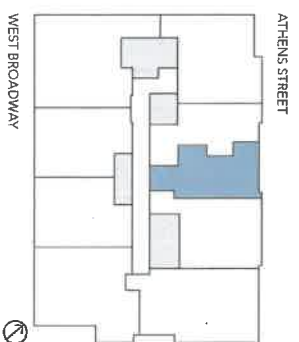
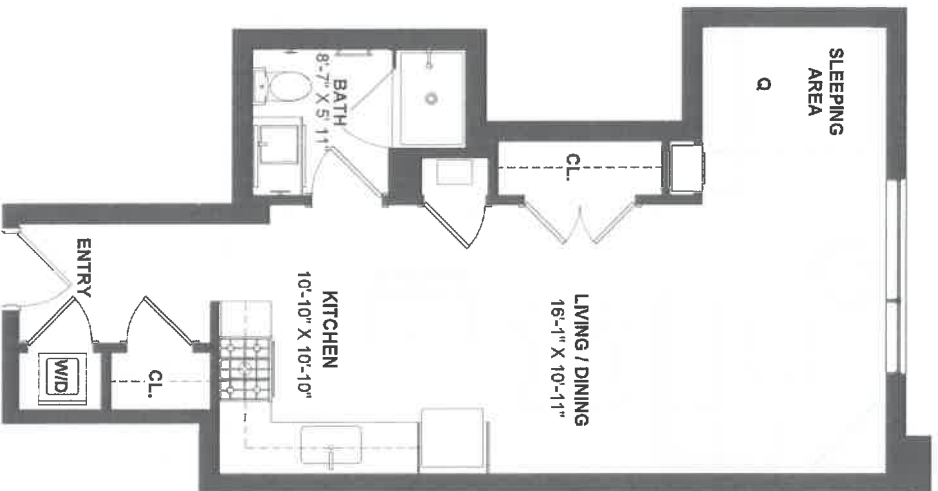


Disclaimer: Plans, dimensions, and features shown are approximate and are subject to change without notice or obligation. Variations may occur depending, for example, on construction variances, location of unit and/or mechanical or structural requirements.

THE MEZZ

Residence Number: 203, 303, 403, 503

Studio | 1 Bathroom | 544 SF



Disclaimer: Plans, dimensions, and features shown are approximate and are subject to change without notice or obligation. Variations may occur depending, for example, on construction variances, location of unit and/or mechanical or structural requirements.

Suffolk County Registry of Deeds
Electronically Recorded Document

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Recording Information

Document Number : 64130
Document Type : DED
Recorded Date : July 23, 2018
Recorded Time : 12:40:12 PM

Recorded Book and Page : 59918 / 96
Number of Pages(including cover sheet) : 3
Receipt Number : 722435
Recording Fee (including excise) : \$37,517.00

MASSACHUSETTS EXCISE TAX
Suffolk County District ROD # 001
Date: 07/23/2018 12:40 PM
Ctr# 182817 25955 Doc# 00064130
Fee: \$37,392.00 Cons: \$8,200,000.00

Suffolk County Registry of Deeds
Stephen J. Murphy, Register
24 New Chardon Street
Boston, MA 02114
617-788-8575
Suffolkdeeds.com

QUITCLAIM DEED

July 17, 2018

WEST BROADWAY THEATRE LLC, a Massachusetts limited liability company, having a mailing address c/o Finance Boston, 101 Federal Street, 19th Floor, Boston, MA 02110 (the "Grantor") for and in consideration of Eight Million Two Hundred Thousand Dollars (\$8,200,000.00) paid, grants to **BP BROADWAY LLC**, a Massachusetts limited liability company, having a mailing address of 36 Miller Stile Road, Quincy, MA 02169 (the "Grantee")

With **QUITCLAIM COVENANTS**,

A certain parcel of land with the buildings thereon located in the South Boston District of Boston, being now numbered 420 West Broadway, and being shown as Lot B on a plan entitled "PLAN OF LAND BOSTON, MASSACHUSETTS, (South Boston District) SCALE 1 IN. = 15 FT. January 22, 1977 CHARLES E. BREWER REG. LAND SURVEYOR", which plan is recorded in the Suffolk County Registry of Deeds in Book 8944, Page 222, and to which Plan reference may be had for a more particular description.

Said Lot B contains 11,140 square feet (more or less) according to said plan.

Subject to and with the benefit of the right to use for ingress and egress in common with the owners or occupiers of Lot A as shown on said Plan, a Passageway 88.10 feet long running between Lot B and Lot A, and also a Passageway 58.95 feet long running to West Broadway, all as shown on said Plan.

Subject to the right of the owner or occupier of Lot A as shown on said Plan to store its refuse in the interior rear portion of the Building on Lot B or a mutually agreeable location on the property of the owner or occupier of Lot B as shown on said Plan.

The Grantor has not elected to be classified as a corporation for federal income tax purposes.

For title reference, see Quitclaim Deed dated August 31, 2016 and recorded with the Suffolk County Registry of Deeds in Book 56707, Page 167.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

WEST BROADWAY THEATRE LLC, a Massachusetts limited liability company

By: *Brian Crowley*
Name: Brian Crowley
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, SS.

On this 17 day of July, 2018, before me, the undersigned notary public, personally appeared Brian Crowley, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Authorized Signatory for WEST BROADWAY THEATRE LLC, a Massachusetts limited liability company, as the voluntary act of WEST BROADWAY THEATRE LLC.



SD
Notary Public
My Commission Expires: April 8, 2022

BOARD APPROVED

MEMORANDUM

MARCH 16, 2017

TO: BOSTON REDEVELOPMENT AUTHORITY
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY
AND BRIAN P. GOLDEN, DIRECTOR

FROM: JONATHAN GREELEY, DIRECTOR OF DEVELOPMENT REVIEW
MICHAEL CHRISTOPHER, DEPUTY DIRECTOR FOR DEVELOPMENT
REVIEW/GOVERNMENT AFFAIRS
JOHN CAMPBELL, PROJECT MANAGER
MATTHEW MARTIN, URBAN DESIGNER II
MARY KNASAS, SENIOR PLANNER III

SUBJECT: 420 WEST BROADWAY, SOUTH BOSTON

SUMMARY: This Memorandum requests that the Boston Redevelopment Authority ("BRA") d/b/a the Boston Planning & Development Agency* authorize the Director to: (1) issue a Certification of Approval for the proposed development located at 420 West Broadway in South Boston (the "Proposed Project"), in accordance with Article 80E, Small Project Review, of the Boston Zoning Code (the "Code"); (2) enter into an Affordable Rental Housing Agreement and Restriction in connection with the Proposed Project, and take any other actions and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and (3) recommend approval to the City of Boston Zoning Board of Appeal on Petition BOA - 671509 for zoning relief necessary to construct the Proposed Project.

PROJECT SITE

The project is located at 420 West Broadway in South Boston, bordered between West Broadway, Athens Street, and F Street (the "Project Site"). The Project Site consists of one (1) parcel that is approximately 11,167 square feet of land. The

* Effective on October 20, 2016, the BRA commenced doing business as the BPDA.

former West Broadway Theatre, which was a single-screen cinema that ceased operation several decades ago, is located on the Project Site.

The Project Site is also located approximately 0.6 miles southeast of the Broadway Station, which includes the MBTA Red Line and multiple bus line service.

DEVELOPMENT TEAM

Proponent: West Broadway Theatre, LLC – Brian Crowley

Legal Counsel: Joseph P. Hanley, Esq. – McDermott, Quilty and Miller LLP

Architect: Eric Robinson – RODE Architects Inc.

PROPOSED PROJECT

West Broadway Theatre, LLC (the “Proponent”) proposes a mixed-use development that consists of demolishing and replacing the main portion of the existing structure and constructing a new six- (6) story, 44,000 gross square-foot building. The proposal consists of forty-two (42) residential units and forty-two (42) garage parking spaces with vehicular access via Athens Street. The theatre lobby will be renovated for the residential entrance and a 1,350 square-foot commercial retail space on West Broadway. Bicycle storage and a trash/recycling room will be located within the structure of the building (the “Proposed Project”).

As currently proposed, the forty-two (42) rental units will consist of thirty-seven (37) market rate units and five (5) Inclusionary Development Policy Units (“IDP Units”). The unit mix consists of twelve (12) studios, nineteen (19) one-bedroom units and eleven (11) two-bedroom units.

The Proponent plans to commence construction of the Proposed Project in 2017. There are an estimated 50+/- construction jobs contributing to the Proposed Project. The construction cost is approximately \$12,000,000 and total development cost is approximately \$18,000,000.

ARTICLE 80 REVIEW PROCESS

On January 10, 2017, the Proponent filed a Small Project Review application with the BPDA for the Proposed Project, pursuant to Article 80E of the Code. The BPDA sponsored public meeting was held on February 2, 2017 at the James Condon

Community Center located at 200 D Street, South Boston. The meeting was advertised in *South Boston Today* and *South Boston Online* newspapers on January 19, 2017. The BPDA comment period concluded on February 10, 2017.

ZONING

The Project Site is situated within the South Boston Neighborhood Zoning District and the Multi-Family Residential/Local Services (MFR/LS) Zoning Subdistrict and is governed by Article 68 of the Code. The MFR/LS Subdistrict allows for commercial stores providing convenience goods and services to the Saint Vincent and South Boston neighborhoods. The Proposed Project will require zoning relief from the following: Floor Area Ratio Excessive, Building Height Excessive, Usable Open Space Insufficient, Front Yard Insufficient, Side Yard Insufficient, Rear Yard Insufficient, Off-Street Parking Insufficient, and Off-Street Loading Insufficient.

PUBLIC BENEFITS

The Proponent will make community contributions toward the efforts to maintain green space in this neighborhood in the form of a onetime contribution of ten-thousand dollars (\$10,000) (the "Park Community Contribution Payment") to the City's Fund for Parks (a 501(c) 3 organization), which will be targeted to the Buckley Playground, located between Bolton Street and West 3rd Street and is in close proximity to the Project Site. The Proponent will also make a \$10,000 community contribution towards St. Peter's Academy, South Boston (Community Contribution"). The Park Community Contribution Payment and the Community Contribution Payment will be made upon issuance of the building permit by the City of Boston Inspectional Services Department ("ISD").

INCLUSIONARY DEVELOPMENT COMMITMENT

The Proposed Project is subject to the Inclusionary Development Policy, dated December 10, 2015 ("IDP"), and is located within Zone B, as defined by the IDP. The IDP requires that 13% of the total number of units within the development be designated as IDP units. In this case, five (5) units within the Proposed Project will be created as IDP rental units (the "IDP Units"), and made affordable to households earning not more than 70% of the Area Median Income ("AMI") as based upon the United States Department of Housing and Urban Development ("HUD").

In addition to the five (5) designated IDP Units, the Proponent has agreed to make an IDP contribution of \$138,000 to the IDP Special Revenue Fund ("IDP Fund"),

which is managed by the Department of Neighborhood Development (“DND”). Combined, this contribution together with the five (5) designated IDP Units fully satisfies the IDP requirements pursuant to the December 10, 2015 IDP.

The proposed sizes, location and rent prices for the IDP Units are as follows:

Number of Bedrooms	Square Footage	Unit Number and Location	Percentage of Median Income	Rent Price
1 Bedroom	821	Unit 201, Floor 2	70% of AMI	\$1,242
2 Bedrooms	863	Unit 206, Floor 2	70% of AMI	\$1,419
1 Bedroom	729	Unit 308, Floor 3	70% of AMI	\$1,242
Studio	524	Unit 403, Floor 4	70% of AMI	\$1,065
1 Bedroom	661	Unit 504, Floor 5	70% of AMI	\$1,242

The location of the IDP Units will be finalized in conjunction with BPDA staff and outlined in the Affordable Rental Housing Agreement and Restriction (“ARHAR”), and rental amount and income limits will be adjusted according to BPDA published maximum rent amount and income limits, as based on HUD AMIs, available at the time of the initial rental of the IDP Units. IDP Units must be comparable in size, design, and quality to the market rate units in the Proposed Project, cannot be stacked or concentrated on the same floors, and must be consistent in bedroom count with the entire Proposed Project.

The ARHAR must be executed along with, or prior to, the issuance of the Certification of Approval for the Proposed Project. The Proponent must also submit an Affirmative Marketing Plan (the “Plan”) to the Boston Fair Housing Commission and the BPDA. Preference will be given to applicants who meet the following criteria, weighted in the order below:

- (1) Boston resident; and
- (2) Household size (a minimum of one (1) person per bedroom).

The IDP Units will not be marketed prior to the submission and approval of the Plan. A deed restriction will be placed on the IDP Units to maintain affordability for a total period of fifty (50) years (this includes thirty (30) years with a BPDA option to extend for an additional period of twenty (20) years). The household income of any subsequent renter of the IDP Units during this fifty (50) year period must fall within

the applicable income limit for each IDP Unit. The BPDA or its assigns or successors will monitor the ongoing affordability of the IDP Units.

RECOMMENDATIONS

The Proposed Project complies with the requirements set forth in Section 80E of the Code for Small Project Review. Therefore, BPDA staff recommends that the Director be authorized to: (1) issue a Certification of Approval for the Proposed Project; (2) enter into an ARHAR, and take any other action and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and (3) recommend approval to the Boston Zoning Board of Appeal on Petition BOA - 671509 for zoning relief necessary to construct the Proposed Project with the proviso that the plans be submitted to to the BPDA.

Appropriate votes follow:

VOTED: That the Director be, and hereby is, authorized to issue a Certification of Approval pursuant to Section 80E-6 of the Boston Zoning Code (the "Code"), approving the development consisting of a six-story residential building containing 42 rental units and 42 parking spaces at 420 West Broadway in South Boston (the "Proposed Project") in accordance with the requirements of Small Project Review, Article 80E, of the Code, subject to continuing design review by the Boston Redevelopment Authority ("BRA"); and

FURTHER

VOTED: That the Director be, and hereby is, authorized to execute an Affordable Rental Housing Agreement and Restriction for the creation of five (5) on-site Inclusionary Development Policy Units and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and

FURTHER

VOTED: That the Director be, and hereby is authorized to issue the following recommendation to the City of Boston Zoning Board of Appeal on Petition 671509 for zoning relief necessary in connection with the Proposed Project: APPROVAL WITH PROVISIO: that plans are submitted to the BRA for design review approval.

Grantor: West Broadway Theatre LLC
Grantee: Boston Redevelopment Authority

AFFORDABLE RENTAL HOUSING AGREEMENT AND RESTRICTION

**FOR THE 420 WEST BROADWAY PROJECT,
420 WEST BROADWAY
SOUTH BOSTON, BOSTON, MASSACHUSETTS**

This Affordable Rental Housing Agreement and Restriction (the "Agreement") is entered into this 3rd day of October, 2017, by and between the **BOSTON REDEVELOPMENT AUTHORITY**, a public body politic and corporate, organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the Planning Board of the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, d/b/a Boston Planning & Development Agency, with offices at One City Hall Plaza, Boston, Massachusetts 02201-1007, together with its successors and assigns (the "Agency" or "Grantee"), and **West Broadway Theatre LLC**, a Massachusetts limited liability company, having an address of 699 Boylston Street, 10th Floor, c/o Finance Boston, Boston, Massachusetts 02116, together with its successors and assigns (the "Developer," "Owner" or "Grantor").

RECITALS

WHEREAS, affordable housing opportunities for families in the City of Boston are limited; and

WHEREAS, the City of Boston desires to increase housing opportunities in mixed income residential developments; and

WHEREAS, the Developer will construct a new, mixed-use development that consists of demolishing and replacing the main portion of the existing structure and constructing a new six-story, 44,000 gross square foot building with forty-two (42) residential units and forty-two (42) garage parking spaces with vehicular access via Athens Street; renovating the theatre lobby to include the residential entrance and a 1,350 square foot commercial retail space on West Broadway, with bicycle storage and a trash/recycling room located within the structure of the building; and also including five

(5) affordable rental units, at 420 West Broadway in South Boston (the "Project"), as more particularly described in Exhibit A attached hereto and incorporated herein (the "Premises"); and

WHEREAS, the Developer has agreed to provide residential rental IDP Units (as defined herein) within the Project; and

WHEREAS, the Agency approved the Project and such Board Memoranda and votes of the Agency are attached as Exhibit B (the "Agency Board Memo"); and

WHEREAS, the Inclusionary Development Policy (the "IDP"), as implemented under the Executive Order of Mayor Martin J. Walsh dated December 9, 2015, "An Order Relative to Inclusionary Development," requires proponents of certain development projects within the City of Boston to make contributions towards the preservation and creation of affordable housing in the City of Boston and the Grantor has agreed to provide five (5) residential rental IDP Units within the Project, along with an Affordable Housing Contribution of \$138,000.00 as a partial unit (0.46 unit) payment to the IDP Special Revenue Fund ("IDP Fund") managed by the Department of Neighborhood Development ("DND"); and

WHEREAS, on March 16, 2017, the Agency Board, by vote, authorized the Director to execute an Affordable Rental Housing Agreement and Restriction in connection with the Project; and

WHEREAS, it is the desire of the parties to enter into this Agreement and impose this Restriction in order to provide for the set-aside of the residential rental IDP Units.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto do mutually agree that the terms of this Agreement are as follows:

Section 1. Grant of Restriction.

(a) The Grantor hereby grants with quitclaim covenants to the Grantee, exclusively for the purpose of ensuring retention of rental affordable housing, an Affordable Rental Housing Restriction (the "Restriction"), as hereinafter described.

(b) The Grantor intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and the restriction set forth in this Agreement regulating and restricting the use and occupancy of the IDP Units within the Premises: (i) shall be and are covenants running with the Premises, encumbering the Premises for thirty

(30) years, unless a notice of restriction is recorded by the Agency or its successors and assigns before the expiration of thirty (30) years in which case such agreements, covenants and restrictions shall continue for a further twenty (20) years from the date of recording such notice of restriction, binding upon the Grantor's successors in title and all subsequent owners of the Premises for such period; (ii) are not merely personal covenants of the Grantor; and (iii) shall inure to the benefit of the Grantee.

(c) The Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Grantor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for this Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Restriction runs with the land for the Term of this Agreement, as defined herein.

(d) The covenants contained herein shall survive and be effective regardless of whether a contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Restriction.

Section 2. Definitions.

The terms defined in this Section shall for all purposes of this Agreement have the following respective meanings:

(a) "Affidavit of Eligibility" shall mean a certification as to income executed by an applicant or tenant of the Project, an example of the same is annexed hereto as **Exhibit D** and a current version will be made available by the Agency to the Grantor upon request.

(b) "Affordable Housing Contribution" shall mean a payment contribution of One Hundred Thirty Eight Thousand and 0/100 Dollars (\$138,000.00) as a partial unit (0.46 unit) payment that the Developer shall make to the IDP Fund upon the issuance of a building permit by the City of Boston Inspectional Services Department for the Project.

(c) "Affordable Rental Housing Restriction" shall mean the agreements, covenants and restrictions set forth in this Agreement.

(d) "Agency" shall mean the Boston Redevelopment Authority, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the Planning Board of the City of

Boston pursuant to Chapter 652 of the Acts of 1960, as amended, d/b/a Boston Planning & Development Agency, with offices at One City Hall Plaza, Boston, Massachusetts 02201-1007, together with its successors and assigns.

(e) "Area Median Income" shall mean the median household income for the Boston Metropolitan Statistical Area set forth in or calculated pursuant to regulations promulgated by HUD (as defined herein) pursuant to Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974 and as published annually by the Agency. If HUD discontinues publication of median household income statistics, then the Agency shall designate another comparable measure of Household income.

(f) "Effective Date" shall mean the date of the recording of this Agreement with the Suffolk Registry of Deeds, which shall be within five (5) business days after the issuance of a certificate of occupancy for the IDP Units by the City of Boston Inspectional Services Department.

(g) "Eligible Household" shall mean a household that has an income that is less than or equal to seventy percent (70%) of Area Median Income and that meets the Agency's eligibility requirements as set forth in the Affidavit of Eligibility.

(h) "Household" shall mean all persons who reside or intend to reside together in an IDP Unit.

(i) "HUD" shall mean the United States Department of Housing and Urban Development.

(j) "IDP Units" shall mean the five (5) rental units identified and described in Exhibit C hereto, which are to be rented to an Eligible Household, as defined herein and as set forth in this Agreement.

(k) "Maximum Affordable Rent" shall mean, with respect to the IDP Units, the rental amount for such unit approved by the Agency, which is the maximum rent Grantor may charge for the IDP Units. A listing of the Maximum Affordable Rents for the year 2017 for the IDP Units, which listing shall be updated annually by the Agency, is noted on Exhibit C. The Owner may, in its sole discretion, charge a lower rent than the applicable Maximum Affordable Rent with respect to the IDP Units.

(l) "Rent" shall mean the total amount received from a tenant as a rental payment for the right to occupy the IDP Units, but shall not include (i) any amount received from a tenant as a rental payment or license fee for the right to occupy a parking space (whether or not a designated parking space), or (ii) amounts received by the Owner (even though designated as "additional rent") to reimburse the Owner for any services

rendered, optional building amenities, expense incurred, or payment made for or on behalf of a tenant, or expenses incurred by the Owner in connection with any default by a tenant, or (iii) application fees or other fees under the general category as amenity fees.

(m) "Term of this Restriction" shall mean the fifty (50) year period in accordance with Section 1(b) of this Agreement, and shall commence upon the Effective Date.

Any term defined in the preamble and recitations to this Agreement shall have the meaning ascribed to it in therein.

Section 3. Purpose.

The purpose of the Restriction is to assure that certain residential units of the Premises will be retained as affordable rental housing for occupancy by an Eligible Household, as defined herein, and to provide a uniform plan for the administration and enforcement of the covenants and the restriction imposed herein.

Section 4. Obligations of the Owner.

The Grantor hereby covenants and agrees with the Grantee that during the Term of this Agreement:

(a) The IDP Units shall be leased and rented in accordance with this Agreement and made available to members of the general public who qualify as Eligible Households (or otherwise qualify for occupancy of the IDP Units as set forth in Section 4(h) and 4(i) hereof).

(b) The IDP Units shall be of comparable quality to other dwelling units in the Project.

(c) Prior to initial marketing of the IDP Units in the Project, the Owner shall adopt and implement a marketing and tenant selection plan for the IDP Units in consultation with the City of Boston's Office of Fair Housing and Equity ("OFHE") and the Agency (the "Marketing Plan"), and shall secure the OFHE's and the Agency's approval of such Marketing Plan prior to the commencement of the marketing of the IDP Units. The Owner shall market the IDP Units in accordance with the approved Marketing Plan. A default in the execution of the Marketing Plan shall be considered a default under this Agreement.

Under the Marketing Plan, the Owner shall give preference in the rental of each Affordable Unit to the following types of Eligible Households, in the following order: (i) households residing in Boston at the time of their submittal of the Affidavit of Eligibility; and (ii) households meeting an occupancy goal of not less than one (1) person

per bedroom, or such occupancy requirements and/or household size standards of the Agency that are in effect at the time of the marketing of each Affordable Unit. The approved Marketing Plan shall be adhered to in every respect.

(d) Upon the Owner's preliminary determination that a (tenant or) person(s) meets the requirements to qualify as an Eligible Household, the Owner will submit such Affidavit of Eligibility to the Agency in order for the Agency to verify the Eligible Household Status. As a condition to occupancy of the IDP Units, each (tenant or) person(s) shall then be required to sign and deliver to the Owner an Affidavit of Eligibility and a Principal Residence Affidavit using the current version of the form attached hereto as **Exhibit D**.

(e) The monthly Rent for an IDP Units leased to an Eligible Household shall not exceed the Maximum Affordable Rent. Provided the Grantor is in compliance with this Agreement, the Rent for an Affordable Unit may be increased up to the Agency approved Maximum Affordable Rent for such year one (1) time per year, except in the event of a vacancy, at which time the Rent may increase to the Agency approved Maximum Affordable Rent for such year. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by Owner to all affected tenants.

(f) Initial monthly rents for the IDP Units shall be as set forth in **Exhibit C** attached hereto.

(g) The determination of whether a Household continues to meet the definition of an Eligible Household shall be made by the Owner at least annually on the basis of the current income of such Household as evidenced by a current Affidavit of Eligibility. Owner shall make this determination at least sixty (60) days in advance of the expiration of the Household's current lease. In no event shall Owner offer or agree to renew the lease of a Household prior to determining that Household's eligibility.

(h) Any IDP Units occupied by a Household which is an Eligible Household at the commencement of occupancy shall continue to be treated as if occupied by an Eligible Household unless such Eligible Household's income subsequently exceeds one-hundred and ten percent (110%) of the Area Median Income, provided that such IDP Units continues to be subject to the Maximum Affordable Rent. For purposes of applying this provision, an Eligible Household as of the date of initial occupancy shall be considered an Eligible Household unless such Household's income shall subsequently exceed one-hundred and ten percent (110%) of the Area Median Income.

(i) Should an Affordable Unit continue to be occupied by a Household which has ceased to qualify as an Eligible Household, such Household may continue to occupy such dwelling unit subject to the terms of the lease for the remainder of the term of the

lease, but such Household shall not be entitled to renew the lease and shall be required by the Owner to vacate the IDP Units at the termination of the tenancy. The Owner shall maintain an updated list of the IDP Units in the Project and shall furnish a copy of the same to the Agency upon written request.

(j) The lease for the IDP Units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and Owner, and shall require the tenant to provide information required for the Owner to meet its reporting requirements hereunder. Owner may not terminate the tenancy or refuse to renew the lease of a tenant of an Affordable Unit in the Project except: (i) for violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; (iii) for completion of the tenancy period for transitional housing, if applicable; (iv) in the event a Household ceases to qualify as an Eligible Household as set forth in Section 4(j) hereof; (v) violations of reasonable rules and regulations adopted by the Owner from time to time that are applicable to all residential units in the Project; and (vi) for other good cause. Any termination or refusal to renew must be preceded by Owner's service on the tenant of a written notice specifying the grounds for the action not less than thirty (30) days prior to the proposed termination date, except in the event of a termination/voiding of tenancy pursuant to M.G.L. c. 139, s.19. A lease for an Affordable Unit in the Project shall NOT include any of the following provisions:

- (i) Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease.
- (ii) Agreement by the tenant that the Owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Owner may dispose of such personal property in accordance with state law.
- (iii) Agreement by the tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- (iv) Agreement of the tenant that the Owner may maintain a lawsuit against the tenant without notice to the tenant.
- (v) Agreement by the tenant that the Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

- (vi) Agreement by the tenant to waive any right to a trial by jury.
- (vii) Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- (viii) Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

(k) Any use of the IDP Units or activity thereon which is inconsistent with the purpose of this Agreement is expressly prohibited.

Section 5. Non-discrimination.

The Owner shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin or any other basis prohibited by law in the lease, use and occupancy of the IDP Units in the Project.

Section 6. Records and Reporting

(a) The Owner will permit, during normal business hours and upon reasonable written notice, any duly authorized representative of the Agency to inspect any books and records of the Owner regarding the Project, which pertain to compliance with this Agreement. At the Agency's request, the Owner will submit copies of such information, documents, forms or certifications, including without limitation Affidavits of Eligibility and Principal Residence Affidavits, which the Agency deems reasonably necessary to substantiate the Owner's continuing compliance with this Agreement.

(b) The Owner shall maintain as part of its Project records copies of all leases of the IDP Units in the Project and all initial and annual income certifications by tenants of the IDP Units in the Project. Upon written request of the Agency, the Owner shall provide to the Agency annual reports consisting of certifications regarding size, rents charged and the annual gross income of each Household occupying an Affordable Unit at the Project. In addition to the foregoing, Owner shall keep such additional records and prepare and submit to the Agency such additional reports as the Agency may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction.

(c) Annually as part of the annual reports required under this section, Owner shall submit to the Authority a proposed schedule of monthly rents for the IDP Units in the Project.

Section 7. Recordation; Successors and Assigns

(a) After the execution of this Agreement by the parties hereto and within five (5) business days after the issuance of a certificate of occupancy for the IDP Units by the City of Boston Inspectional Services Department, the Owner shall cause this Agreement to be recorded in the Suffolk Registry of Deeds, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the Agency evidence of the recording including the date and instrument number or book and page numbers. The Agency will not issue an approval of a tenant until it has received evidence of the recording of this Agreement.

(b) The Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Project during the Term of this Agreement, that the covenants and agreements in this Agreement (i) shall be and are covenants running with the Project, encumbering the Project for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of Project, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner (and the benefits shall inure to the Agency) and their respective successors and assigns during the Term of this Agreement. For the Term of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Project shall expressly provide that such conveyance is subject to this Agreement, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Project provides that such conveyance is subject to this Agreement.

(c) The benefits of the Restriction shall be in gross and shall be assignable by the Agency. The Owner and the Agency intend that the restrictions arising hereunder take effect upon the recording of this Agreement. To the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the recording date of this Agreement regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

Section 8. Actions by the Agency

(a) The Agency shall, within fifteen (15) business days after written request therefor by the Owner or any mortgagee of the Project, provide a certificate in writing as requested or applicable, that this Agreement is in full force and effect and unmodified, or in what respects this Agreement is no longer in force or effect or has been modified, that the Owner is in compliance with this Agreement, or in what respects there is non-compliance, or as to any other matter reasonably related to the Project which the requesting party may reasonably request of this Agency.

(b) The Agency hereby authorizes the Director or Acting Director of the Agency to take any action hereunder on behalf of the Agency (including, without limitation, the granting of consents or approvals and the execution and delivery of certificates hereunder), and any action so taken shall be binding upon the Agency.

(c) The Agency shall provide annually, on its website, the list of maximum allowed rent used to determine the Maximum Affordable Rent for the IDP Units, which rent shall be based upon the annual update of rents for similar affordable housing units.

Section 9. Notices

All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Agency or the Owner, as the case may be, and shall be deemed to have been properly given or served on the day of delivery, if delivered by hand or courier service, or, if mailed, on the date of receipt or rejection as evidenced by the green receipt card, if deposited in the United States mail addressed to such party by registered or certified mail, postage prepaid, return receipt requested, or one day after deposit with a recognized overnight courier which provides a receipt for delivery, at the following addresses unless otherwise designated by written notice to the other party:

If to Grantor: West Broadway Theatre LLC,
c/o Finance Boston
699 Boylston Street, 10th Floor
Boston, MA 02116
Attn: Brian Crowley

with a copy to: McDermott, Quilty & Miller, LLP
28 State Street, Suite 802
Boston, MA 02109
Attn: Joseph P. Hanley, Esq.

If to Grantee: Boston Planning & Development Agency
One City Hall Square
Boston, MA 02201-1007
Attn: Director

with a copy to: Boston Planning & Development Agency
One City Hall Square
Boston, MA 02201-1007
Attn: General Counsel

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attn.: Deputy Director for Compliance

Section 10. Amendment

This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Owner and the Agency. Upon any such amendment, the Owner shall cause such amendment to be recorded in the Suffolk Registry of Deeds, and shall pay all fees and charges incurred in connection therewith. Upon such recording, the Owner shall immediately transmit to the Agency evidence of the recording including the date book and page numbers.

Section 11. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement 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 and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 12. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 13. Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 14. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 15. Expiration

This Agreement shall terminate fifty (50) years from the Effective Date hereof -- which includes thirty (30) years with an Agency option to extend for an additional period of twenty (20) years, as provided herein -- whereupon the provisions contained herein shall be null and void and have no further force and effect.

Section 16. No Third Party Beneficiary

It is the intention of the parties that the provisions of this Agreement may be enforced only by the parties hereto and their successors and assigns, and that no other person or persons shall be authorized to undertake any action to enforce any provisions hereof without the prior written consent of the parties or their successors and assigns.

Section 17. Limited Undertaking

(a) Nothing in this Agreement shall be construed as an undertaking by the Owner to construct or complete the Project, the obligations of the Owner hereunder being limited to compliance with the provisions hereof with respect to the marketing, leasing or rental of the IDP Units if the Project is constructed and completed.

(b) The liability of the Owner or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the interests of the Owner in the Project, and no partner, member, manager, venturer, trustee, beneficiary, shareholder, officer, director of the Owner, or its successors or assigns, or any person or entity directly or indirectly holding any interests in any of the foregoing, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability hereunder.

Section 18. Assignment

The Owner shall not assign or in any way transfer its interest or rights in this Agreement without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 19. No Documentary Stamps Required


No documentary stamps are required because this Restriction is not being purchased by the Agency.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in four (4) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

**BOSTON REDEVELOPMENT AUTHORITY
d/b/a Boston Planning & Development Agency**




By: 

Brian P. Golden, Director

WITNESS:

WEST BROADWAY THEATRE LLC



By: 

Brian Crowley
LLC Manager, Duly Authorized

Approved as to Form:



E. Renee LeFevre ^{AB}
General Counsel

EXHIBITS:

- Exhibit A:** Description of the Premises
- Exhibit B:** BRA Board Memorandum and Votes
- Exhibit C:** IDP Units and Maximum Affordable Rent
- Exhibit D:** Affidavit of Eligibility and Principal Residence Affidavit

COMMONWEALTH OF MASSACHUSETTS

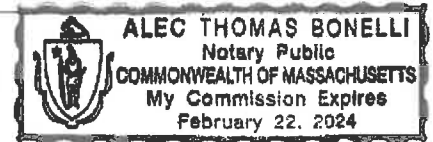
SUFFOLK COUNTY, ss.

October 2017

On this 3rd day of October, 2017, before me, the undersigned notary public, personally appeared Brian P. Golden, Director of the Boston Planning & Development Agency, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that s/he signed it voluntarily for its stated purpose as Director of the Boston Planning & Development Agency.

Brian P. Golden

Notary Public:
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY, ss.

May, 2017

On this 26th day of May, 2017, before me, the undersigned notary public, personally appeared, Brian Crowley, LLC Manager of West Broadway Theatre LLC, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of West Broadway Theatre LLC.

Nicholas Jozula

Notary Public:
My Commission Expires:

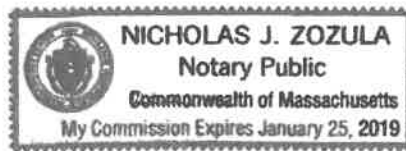


EXHIBIT A

DESCRIPTION OF PREMISES

A certain parcel of land with the buildings thereon located in the South Boston District of Boston, being now numbered 420 West Broadway, and being shown as Lot B on a plan entitled "PLAN OF LAND BOSTON, MASSACHUSETTS, (South Boston District) SCALE 1 IN. = 15 FT. January 22, 1977 CHARLES E. BREWER REG. LAND SURVEYOR", which plan is recorded in the Suffolk Registry of Deeds in Book 8944, Page 222, and to which Plan reference may be had for a more particular description.

Said Lot B contains 11,140 square feet according to said plan.

Subject to and with the benefit of the right to use for ingress and egress in common with the owners and occupiers of Lot A as shown on said Plan, a Passageway 88.10 feet long running between Lot B and Lot A, and also a Passageway 58.95 feet long running to West Broadway, all as shown on said Plan.

Subject to the right of the owner or occupier of Lot A as shown on said Plan to store its refuse in the interior rear portion of the Building on Lot B or a mutually agreeable location on the property of the owner or occupier of Lot B as shown on said Plan.

For Title, please see Book 56707, Page 167.

EXHIBIT B
BRA Board Memorandum and Votes

[Attached behind]

MEMORANDUM

BOARD APPROVED

MARCH 16, 2017

TO: BOSTON REDEVELOPMENT AUTHORITY
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY
AND BRIAN P. GOLDEN, DIRECTOR

FROM: JONATHAN GREELEY, DIRECTOR OF DEVELOPMENT REVIEW
MICHAEL CHRISTOPHER, DEPUTY DIRECTOR FOR DEVELOPMENT
REVIEW/GOVERNMENT AFFAIRS
JOHN CAMPBELL, PROJECT MANAGER
MATTHEW MARTIN, URBAN DESIGNER II
MARY KNASAS, SENIOR PLANNER III

SUBJECT: 420 WEST BROADWAY, SOUTH BOSTON

SUMMARY: This Memorandum requests that the Boston Redevelopment Authority ("BRA") d/b/a the Boston Planning & Development Agency* authorize the Director to: (1) issue a Certification of Approval for the proposed development located at 420 West Broadway in South Boston (the "Proposed Project"), in accordance with Article 80E, Small Project Review, of the Boston Zoning Code (the "Code"); (2) enter into an Affordable Rental Housing Agreement and Restriction in connection with the Proposed Project, and take any other actions and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and (3) recommend approval to the City of Boston Zoning Board of Appeal on Petition BOA - 671509 for zoning relief necessary to construct the Proposed Project.

PROJECT SITE

The project is located at 420 West Broadway in South Boston, bordered between West Broadway, Athens Street, and F Street (the "Project Site"). The Project Site consists of one (1) parcel that is approximately 11,167 square feet of land. The

* Effective on October 20, 2016, the BRA commenced doing business as the BPDA.

former West Broadway Theatre, which was a single-screen cinema that ceased operation several decades ago, is located on the Project Site.

The Project Site is also located approximately 0.6 miles southeast of the Broadway Station, which includes the MBTA Red Line and multiple bus line service.

DEVELOPMENT TEAM

Proponent: West Broadway Theatre, LLC – Brian Crowley

Legal Counsel: Joseph P. Hanley, Esq. – McDermott, Quilty and Miller LLP

Architect: Eric Robinson – RODE Architects Inc.

PROPOSED PROJECT

West Broadway Theatre, LLC (the “Proponent”) proposes a mixed-use development that consists of demolishing and replacing the main portion of the existing structure and constructing a new six- (6) story, 44,000 gross square-foot building. The proposal consists of forty-two (42) residential units and forty-two (42) garage parking spaces with vehicular access via Athens Street. The theatre lobby will be renovated for the residential entrance and a 1,350 square-foot commercial retail space on West Broadway. Bicycle storage and a trash/recycling room will be located within the structure of the building (the “Proposed Project”).

As currently proposed, the forty-two (42) rental units will consist of thirty-seven (37) market rate units and five (5) Inclusionary Development Policy Units (“IDP Units”). The unit mix consists of twelve (12) studios, nineteen (19) one-bedroom units and eleven (11) two-bedroom units.

The Proponent plans to commence construction of the Proposed Project in 2017. There are an estimated 50+/- construction jobs contributing to the Proposed Project. The construction cost is approximately \$12,000,000 and total development cost is approximately \$18,000,000.

ARTICLE 80 REVIEW PROCESS

On January 10, 2017, the Proponent filed a Small Project Review application with the BPDA for the Proposed Project, pursuant to Article 80E of the Code. The BPDA sponsored public meeting was held on February 2, 2017 at the James Condon

Community Center located at 200 D Street, South Boston. The meeting was advertised in *South Boston Today* and *South Boston Online* newspapers on January 19, 2017. The BPDA comment period concluded on February 10, 2017.

ZONING

The Project Site is situated within the South Boston Neighborhood Zoning District and the Multi-Family Residential/Local Services (MFR/LS) Zoning Subdistrict and is governed by Article 68 of the Code. The MFR/LS Subdistrict allows for commercial stores providing convenience goods and services to the Saint Vincent and South Boston neighborhoods. The Proposed Project will require zoning relief from the following: Floor Area Ratio Excessive, Building Height Excessive, Usable Open Space Insufficient, Front Yard Insufficient, Side Yard Insufficient, Rear Yard Insufficient, Off-Street Parking Insufficient, and Off-Street Loading Insufficient.

PUBLIC BENEFITS

The Proponent will make community contributions toward the efforts to maintain green space in this neighborhood in the form of a onetime contribution of ten-thousand dollars (\$10,000) (the "Park Community Contribution Payment") to the City's Fund for Parks (a 501(c) 3 organization), which will be targeted to the Buckley Playground, located between Bolton Street and West 3rd Street and is in close proximity to the Project Site. The Proponent will also make a \$10,000 community contribution towards St. Peter's Academy, South Boston (Community Contribution"). The Park Community Contribution Payment and the Community Contribution Payment will be made upon issuance of the building permit by the City of Boston Inspectional Services Department ("ISD").

INCLUSIONARY DEVELOPMENT COMMITMENT

The Proposed Project is subject to the Inclusionary Development Policy, dated December 10, 2015 ("IDP"), and is located within Zone B, as defined by the IDP. The IDP requires that 13% of the total number of units within the development be designated as IDP units. In this case, five (5) units within the Proposed Project will be created as IDP rental units (the "IDP Units"), and made affordable to households earning not more than 70% of the Area Median Income ("AMI") as based upon the United States Department of Housing and Urban Development ("HUD").

In addition to the five (5) designated IDP Units, the Proponent has agreed to make an IDP contribution of \$138,000 to the IDP Special Revenue Fund ("IDP Fund"),

which is managed by the Department of Neighborhood Development (“DND”). Combined, this contribution together with the five (5) designated IDP Units fully satisfies the IDP requirements pursuant to the December 10, 2015 IDP.

The proposed sizes, location and rent prices for the IDP Units are as follows:

Number of Bedrooms	Square Footage	Unit Number and Location	Percentage of Median Income	Rent Price
1 Bedroom	821	Unit 201, Floor 2	70% of AMI	\$1,242
2 Bedrooms	863	Unit 206, Floor 2	70% of AMI	\$1,419
1 Bedroom	729	Unit 308, Floor 3	70% of AMI	\$1,242
Studio	524	Unit 403, Floor 4	70% of AMI	\$1,065
1 Bedroom	661	Unit 504, Floor 5	70% of AMI	\$1,242

The location of the IDP Units will be finalized in conjunction with BPDA staff and outlined in the Affordable Rental Housing Agreement and Restriction (“ARHAR”), and rental amount and income limits will be adjusted according to BPDA published maximum rent amount and income limits, as based on HUD AMIs, available at the time of the initial rental of the IDP Units. IDP Units must be comparable in size, design, and quality to the market rate units in the Proposed Project, cannot be stacked or concentrated on the same floors, and must be consistent in bedroom count with the entire Proposed Project.

The ARHAR must be executed along with, or prior to, the issuance of the Certification of Approval for the Proposed Project. The Proponent must also submit an Affirmative Marketing Plan (the “Plan”) to the Boston Fair Housing Commission and the BPDA. Preference will be given to applicants who meet the following criteria, weighted in the order below:

- (1) Boston resident; and
- (2) Household size (a minimum of one (1) person per bedroom).

The IDP Units will not be marketed prior to the submission and approval of the Plan. A deed restriction will be placed on the IDP Units to maintain affordability for a total period of fifty (50) years (this includes thirty (30) years with a BPDA option to extend for an additional period of twenty (20) years). The household income of any subsequent renter of the IDP Units during this fifty (50) year period must fall within

the applicable income limit for each IDP Unit. The BPDA or its assigns or successors will monitor the ongoing affordability of the IDP Units.

RECOMMENDATIONS

The Proposed Project complies with the requirements set forth in Section 80E of the Code for Small Project Review. Therefore, BPDA staff recommends that the Director be authorized to: (1) issue a Certification of Approval for the Proposed Project; (2) enter into an ARHAR, and take any other action and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and (3) recommend approval to the Boston Zoning Board of Appeal on Petition BOA - 671509 for zoning relief necessary to construct the Proposed Project with the proviso that the plans be submitted to to the BPDA.

Appropriate votes follow:

VOTED: That the Director be, and hereby is, authorized to issue a Certification of Approval pursuant to Section 80E-6 of the Boston Zoning Code (the "Code"), approving the development consisting of a six-story residential building containing 42 rental units and 42 parking spaces at 420 West Broadway in South Boston (the "Proposed Project") in accordance with the requirements of Small Project Review, Article 80E, of the Code, subject to continuing design review by the Boston Redevelopment Authority ("BRA"); and

FURTHER

VOTED: That the Director be, and hereby is, authorized to execute an Affordable Rental Housing Agreement and Restriction for the creation of five (5) on-site Inclusionary Development Policy Units and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and

FURTHER

VOTED: That the Director be, and hereby is authorized to issue the following recommendation to the City of Boston Zoning Board of Appeal on Petition 671509 for zoning relief necessary in connection with the Proposed Project: APPROVAL WITH PROVISIO: that plans are submitted to the BRA for design review approval.

EXHIBIT C

LIST OF AFFORDABLE RENTAL UNITS AND RESTRICTED RENTS

A total of five (5) affordable rental units, consisting of:

AFFORDABLE RENTAL UNITS

Unit Number	Bedrooms	Square Footage	Location of Affordable Unit	Percent of Median Income	Rental Price
201	One	821	2 nd Floor	70% AMI	\$1,267
206	Two	863	2 nd Floor	70% AMI	\$1,448
308	One	729	3 rd Floor	70% AMI	\$1,267
403	Studio	524	4 th Floor	70% AMI	\$1,086
504	One	661	5 th Floor	70% AMI	\$1,267

*Rents listed are based upon HUD 2017 guidelines. Maximum incomes and rents are subject to change based upon area median income at the time of initial rents. See the Boston Planning & Development Agency's website regarding Maximum Affordable Rents.



Boston Planning & Development Agency ("BPDA") Affidavit of Eligibility for Deed Restricted Rental Units

<i>Marketing/leasing agent to complete this section</i>		
<i>Development name:</i>	<i>Submitted by:</i>	<i>Date:</i>

(I/We),

Names of Tenant(s)

currently residing at _____, Unit

Address

City/Neighborhood *State* *Zip Code*

(_____) _____, _____
E-mail Address *Telephone*

do hereby represent and warrant as follows:

The singular "I" or "my" below shall signify the plural in the case of more than one prospective tenant.

- I understand if I make any material misstatements or omissions in this Affidavit, I will be ineligible to rent or purchase this or any unit with a BPDA income restriction, and that I will be required to vacate the unit if I have already occupied it.

Initials: _____ Initials: _____

2. The Property

The Unit I intend to rent is located within the City of Boston at the following address:

Unit
Street Address

City/Neighborhood *State* *Zip Code*

The monthly rent of the Unit is: \$ _____

The monthly fees for parking and/or other amenities are: \$ _____ (if applicable)

The Total Rent is: \$ _____ monthly

*Leasing/
marketing
agent
to
complete
this
section
(#2)*

Tenant Initials: _____
Co-tenant Initials: _____

Tenant(s) must initial where indicated below on each page.

3. I certify that the amount to be paid by me for rental of the Unit shall not be greater than the Total Rent stated in #2 above. The Total Rent shall include the aggregate value of all money, property, services, or other consideration given, paid to, or for the benefit of the owner of the Unit in connection with the lease of the property, including any amount paid for any other real property or personal property leased by the owner to me or any member of my household.

4. I understand the Unit is subject to restrictions contained in an Affordable Rental Housing Agreement and Restriction (the "Agreement") which is a public document available through the Suffolk County Registry of Deeds. I understand I may request a copy of the Agreement from Landlord.

Any applicant who resides in a BPDA-restricted unit and fails to comply with the Agreement's requirements or income/asset limits may be ineligible as an applicant for a different BPDA-restricted unit. The BPDA reserves the right to deny approval of such applicant or household.

5. **Occupancy Requirement**

I intend to occupy the Property as my principal place of residence. I understand that I must live in the Unit continually for the duration of my lease and that I may not lease, sublease, or rent the Unit in whole or in part for any length of time, including through services such as Airbnb. I will occupy the Unit within sixty (60) days of the lease signing.

6. Disclosure of Conflict of Interest: N/A Yes/Applicable

This section applies to applicants who are, or within the last 12 months have been, employed by the City of Boston, and to applicants with one or more immediate family members who are, or within the last 12 months have been, employed by the City of Boston.

If applicable, City employee(s) must file a [Disclosure of Appearance of Conflict of Interest](#) with the City Clerk, Room 601, Boston City Hall. The form is available online (click [here](#)) or from the City Clerk's office. A copy of the filed form (stamped as received by the City Clerk's office) must be included with this Affidavit.

Note: the developer and immediate family members thereof, including the developer's agents and employees and immediate family members thereof, are prohibited from purchasing or renting any BPDA-restricted housing unit in any project owned or managed by the developer. Employees of BPDA or any of its subdivisions or affiliates (EDIC, OWD, etc.) as well as immediate family members thereof are prohibited from purchasing or renting any BPDA-restricted housing unit.

"Immediate family" shall be defined as it is in M.G.L. c.268A, the Conflict of Interest Law. This policy may be further expanded to include a broader degree of kinship, and may be refined to encompass a broader range of parties other than a named developer or named applicant.

I am currently or have been, or a member of my immediate family is or has been, employed within the last 12 months at the following department/agency of the City of Boston: _____.

Tenant Initials: _____
Co-tenant Initials: _____

7. Household

"Household" shall mean all persons whose names will appear on the lease, and also all persons who intend to occupy the Unit as their permanent primary residence.

Legally married couples shall both be considered part of the household, even if separated.

Income from employment is not counted for household members under the age of 18.

For purposes of income determination only, all household members are counted toward the applicable household size parameter with two exceptions:

- *Persons who have no employment income and who are not immediate family (as defined by Massachusetts General Law c. 268A) of one or more of the primary applicants;*
- *Minors/dependents not listed on the most recent tax return or for whom the applicants have not provided documentation of legal custody/guardianship.*

The following includes all persons who intend to reside at the Property including myself.

A	B	C	D	E
Name	Age	Tenant or Occupant	Relationship to Primary Leaseholder	Estimated Current Annualized Gross Income

Household size (total number of entries in column A): _____.

8. Students

Eligibility of students is as follows:

- *Full-time undergraduate students age 18 and over are not eligible unless they are co-leaseholder with an immediate family member who is a non-full-time student.*
- *Full-time graduate students without income are not eligible unless they are co-leaseholders with an immediate family member who is a non-full-time student.*

The BPDA's determination of full-time student status will be final.

For every household member 18 years or older who is a full-time student, I have attached proof of full-time student status in the form of a letter from the Registrar or other enrollment verification.

9. Income

Only income which is reported to the IRS or which is evidenced on official pay stubs and/or benefit letters may be considered as income. The BPDA does not use income as reported on a W-2 to determine estimated current



annualized income. Income from wages, salaries, tips, etc., is the full amount, before any deductions, of gross wages, salaries, tips, etc.

Income information may include the source and estimated current annualized gross amounts of income, both taxable and non-taxable, including but not limited to:

- *Wages, salaries, tips, overtime, bonuses, commissions, fees, sick pay, and deferred income;*
- *Income received from: trusts, business activities (including partnership income and Schedule K-1 information), corporate distributions, rentals or leases, investments;*
- *Legally documented alimony and support payments, social security benefits, disability payments, veterans' benefits, and workers' compensation; and*
- *Any other income or gains from any asset*

Unemployment compensation is not considered income for eligibility purposes unless the applicant has a two-year history of seasonal employment along with receipt of unemployment compensation.

The value of a housing voucher or other government benefits such as SNAP (food stamps) benefits is not considered income for BPDA eligibility purposes.

Documentation

a. Taxes

Applicants must provide the two most recent years' state and federal income tax returns (including any attachments and amendments) for every household member age 18 years or older. Any household members who did not file taxes must provide verification of non-filing from the IRS in lieu of the tax returns.

Copies of tax returns and verifications of non-filing may be obtained from the IRS by submitting Form 4506-T (available online at www.irs.gov) or by calling the IRS. If further confirmation of tax documents is necessary, BPDA may require an official tax transcript from the IRS.

Attached are the two most recent years' state and federal income tax returns or verification of non-filing for every household member age 18 years or older.

b. Wage Income (W-2 Wage Earners)

Attached are copies of the two most recent consecutive pay stubs for every household member age 18 years or older. If a member of my household is age 18 years or older and is not employed, I have attached a notarized letter from them attesting to this fact.

If a household member is no longer employed at a W-2 job held during the most recent tax year, attach the W-2 with a signed letter of clarification from the household member including dates of employment.

c. Self-Employment Income (if applicable)

Attached is a current year-to-date profit-and-loss statement for every self-employed household member 18 years or older.

Statement must show actual profits and losses, not projected profits and losses.

9. Income (continued)

d. Other Income

Attached is complete documentation for all household members on income sources including but not limited to the following:

- *Legally documented alimony and support payments, social security benefits, disability payments, veterans' benefits, workers' compensation;*
- *Dividends, interest, annuities, pensions, distributions from IRAs or other retirement accounts;*
- *Income received from: trusts, business activities (including partnership income and Schedule K-1 information), corporate distributions, rentals or leases, investments; and*
- *Any other income or gains from any asset.*

10. Ability to Pay Rent

For applicants who are substantially below the income limit, the BPDA reserves the right to request additional documentation to determine applicants' ability to rent the Unit. A housing voucher will be considered in determining a tenant's ability to pay the rent.

If applicants would pay greater than 40% of their gross income towards rent, the marketing agent must attach voucher documentation or a signed letter from the leasing office on letterhead stating the reasons why applicants appear able to sustain the rent.

I have a housing voucher. N/A Yes/Applicable

Voucher type (Section 8, MRVP, VASH etc.):

Issuing agency:

11. Household Assets

Assets include but are not limited to the following: checking or savings accounts, CDs, money market accounts, Treasury bills, stocks, bonds, securities, trust funds, gifts, pensions, IRAs, other retirement accounts, current assessed value of all real estate, rental property, and other real estate holdings, all property held as an investment, and safe deposit box contents (include the value).

All accounts must be represented by complete statements, with all pages included, and must be no more than 60 days old. If a bank account has been closed within the past 60 days, a copy of the final bank statement showing a zero balance must be submitted.

If a member of the household has disposed of an asset for less than the fair market value during the past two years, the BPDA will consider the asset as belonging to the household and count its fair market value towards the asset calculation.

Asset Limitation

a. *When applying for a unit designated for households at or below 80% of the area median income (AMI), the combined total assets of the household cannot exceed \$75,000. When applying for a unit designated for households in income categories greater than 80% AMI, the combined total assets of the entire household cannot exceed \$100,000.*

11. Household Assets (continued)

b. *Qualified retirement accounts (IRA, 401(k), pension plan, etc.) established at least six months prior to application are exempt from consideration as part of the household's total assets unless they are being liquidated in whole or in part. Government-approved college savings accounts and health savings accounts (HSAs) are also exempt. Supplemental needs trusts may be exempt from the asset cap. **However, documentation of these assets must still be submitted.***

I have completed the chart below and attached supporting documentation for all assets held by each household member 18 years of age or older.

Type of Account or Asset	Account Number (last 4 digits only)	Account Holder's Name	Balance	Date Account Opened

Disclosure: if all assets are not disclosed at the time of application, the household may be denied approval.

Households determined to be ineligible cannot restructure their finances or household composition and reapply. After an applicant is deemed ineligible for exceeding the income and/or asset limit, there will be a two-year waiting period to reapply for a unit in the same income category.

- 12. I understand that co-signers and guarantors are not permitted unless they are co-tenants who will reside in the unit. Guarantors include persons who are not members of the applicant household but who make regular and/or substantial monetary contributions to members of the household.
- 13. I understand that if I am approved for the Unit, I must be recertified for continued eligibility annually. I understand this will require me to submit a new Affidavit and provide new documentation of income and assets every year that I continue to occupy the Unit. I further understand that if I am determined to be ineligible at any time during my tenancy, my lease will not be renewed and I will be required to vacate the Unit when its current lease expires.
- 14. I understand that any documents provided to the BPDA will not be returned.
- 15. I understand that approval from any source other than the BPDA does not guarantee BPDA income eligibility certification.



16. I understand that the BPDA reserves the right to request additional information at any point prior to eligibility certification.

Third-party verification: I authorize the BPDA to verify the information contained in this Affidavit and obtain additional information regarding me and my household that is pertinent to eligibility for BPDA income-restricted housing. *(Every member of the household 18 years or older must sign below.)*

Name (print): _____ Name (print):

Signature: _____ Signature:

Date: _____ Date:

17. Expiration Date of Income Certification: I understand that a BPDA written confirmation of eligibility is required and is valid for 60 days from the date issued.

18. I declare under penalties of perjury that the information provided in this Affidavit of Eligibility is correct, accurate, and complete in all respects.

Signed, sealed and delivered on this _____ day of _____, 20____.

Tenant: _____
_____ *Print name* _____ *Signature*

Co-Tenant: _____
_____ *Print name* _____ *Signature*

Note: All Leaseholders must sign above and have their signatures notarized. Attach additional sheets if necessary. Notaries may be found at most major bank branch locations.

Commonwealth of Massachusetts, Suffolk County, ss.

On this the _____ day of _____, 20____,
_____, before me

_____, the undersigned Notary Public, personally
appeared

_____ and proved to me through
satisfactory evidence



of identity, which was/were _____ to be the person(s) whose
name(s)

is/are signed on the preceding or attached document, and who swore or affirmed to me that the contents of
the document are truthful and accurate to the best of his/her/their knowledge.

Notary Public

My commission expires

Tenant Initials: _____
Co-tenant Initials: _____



Appendix A

Required Attachments for Affidavit of Eligibility (Rental Units)
Lottery applicants please see Appendix B for additional required documents.

All applicable items on this list must be included.

Incomplete Affidavits will be returned to the marketing agent and will delay the certification process.

All supporting attachments must be dated within 60 days of submission of the Affidavit.

Project & Unit #:	✓	Information Expiration Date:
<i>Application (new developments/lottery only)</i>		
Affidavit of Eligibility - initialed, signed, & notarized		
- Unit # and rent amount must be listed		
- Missing initials, signatures, or notary stamp/signature		
- Disclosure of Appearance of Conflict of Interest form, if applicable (<i>City of Boston employees only</i>)		
- Proof of residency (<i>lottery only</i>): either a or b		
a) 2 different utility bills (gas, electric, cable, phone)		
b) current signed lease/shelter letter AND proof of voter registration, proof of auto insurance (w/garage address), or 1 utility bill		
- Letter from Registrar for full-time students		
- Notarized letter from unemployed adults		
Income calculation worksheet		
Two paystubs (current)		
- Self-employed: YTD profit and loss statement		
Past 2 years' tax returns and W2s &/or 1099s		
- Federal taxes		
- State taxes		
- All W2s (all most recent W2s must have either 2 pay stubs or an employment clarification letter)		
- Did not file taxes? Submit IRS Form 4506-T to IRS for proof of non-filing & send verification to BPDA		
Asset statements* must include all pages		
- Checking		
- Savings (interest/dividends)		
- eBanking		
- IRA/investment account (interest/dividends)		
- 401(k)/pensions (interest/dividends)		
- Stocks, investments		
* All assets must have interest and/or dividend information, and entire statements must be submitted. All bank statements must be full and complete with all pages provided. Printed transaction histories are not acceptable; however, printouts of regular monthly statements in PDF format are acceptable.		

Revised 5/11/2017

Appendix B

Required Attachments for Affidavit of Eligibility (Rental Units - Lottery)

If applying for preferences:

Urban Renewal Displacee (This preference is rarely applicable.)

For persons displaced from the specific property and/or displaced from the relevant Urban Renewal Plan Area by clearance and redevelopment activities carried out by the Boston Redevelopment Authority.

Attach a displacement notice or proof of residency at the time of displacement in the form of utility bills, voting record, record of birth or other official documentation.

Boston Resident preference

“Boston Resident” shall mean any individual whose permanent and principal residence, where he or she normally eats, sleeps, and maintains his or her personal and household effects, is in the City of Boston.

Attach a copy of two (2) utility bills from separate utility companies in your name: electric, oil, gas, phone (landline or cell phone), cable/satellite, water/sewer. Bills must be dated within the last 60 days and display a service address.

<ul style="list-style-type: none"> <input type="checkbox"/> current signed lease <input type="checkbox"/> official letter from a homeless shelter confirming current residency (must be on shelter letterhead and signed by an executive or manager authorized to act on behalf of the agency). 	<ul style="list-style-type: none"> <input type="checkbox"/> one bill from any of the above utilities <input type="checkbox"/> proof of automobile insurance (showing the address where the car is garaged) <input type="checkbox"/> proof of renter’s insurance
---	--

If utility bills cannot be provided, applicants must attach one document from each of the following columns:

Certified Artist preference

“Artist” shall mean an individual who has received a current City of Boston/BPDA/BRA Artist Certificate. This section is applicable only if there are designated artist preference units in the development. For more information on the BPDA’s Artist Certification program, please visit <http://www.bostonredevelopmentauthority.org/housing/artistspace-program>.

Attach a copy of the Artist Certification letter from the issuing entity (City of Boston, BPDA, or BRA).

Revised 5/11/2017

Appendix C

In an effort to better understand who the Boston Planning & Development Agency (“BPDA”) serves in income-restricted housing, and to provide program level data to the U.S. Department of Housing and Urban Development, the BPDA requests that all residents of units monitored by the BPDA have the opportunity to complete this form on race and ethnicity. This information will only be used in aggregate, for the purposes of reporting and analysis.



There is no penalty for persons who do not complete the form.

General Instructions

This form is to be completed by individuals who are seeking to live (applicants) or are currently living (residents) in deed restricted housing monitored by the BPDA.

Owners and agents are required to offer the applicant/resident the option to complete the form. The form is to be completed at initial application or at lease signing. In-place tenants must also be offered the opportunity to complete the form as part of the next interim or annual recertification. Once the form is completed it need not be completed again unless the head of household changes.

Completing the Form

To complete the form, the response is for the race and ethnicity of the head of household only.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.
 - a. **Hispanic or Latino.** A person of Dominican, Puerto Rican, Cuban, Mexican, South or Central American, or other Spanish culture of origin, regardless of race.
 - b. **Non-Hispanic or Latino.** A person not of Dominican, Puerto Rican, Cuban, Mexican, South or Central American, or other Spanish culture of origin, regardless of race.
2. The five racial categories to choose from are defined below. You should check as many as apply to you. You may also check "other" and provide additional information.
 - a. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North, Central, and South America, and who maintains tribal affiliation or community attachment.
 - b. **Asian.** A person having origins in any of the original peoples of East Asia, Southeast Asia, or the Indian subcontinent including, for example, Vietnam, China, Taiwan, Cambodia, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, and Thailand.
 - c. **Black or African American.** A person having origins in any of the black racial groups of Africa.
 - d. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 - e. **White.** A person having origins in any of the original peoples of Europe, the Middle East (West Asia), or North Africa.

Revised 5/11/2017

Name of Property:

Property Address:

Name of Developer/Property Manager:

Name of Head of Household:

Name of Co-Head of Household:

Ethnic Categories	Select One
Hispanic or Latino	
Not Hispanic or Latino	
Racial Categories	Select All that Apply
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other _____	

Head of Household Signature

Date

Co-Head of Household Signature

Date

Please submit the completed form with the Affidavit of Eligibility.

Owners/agents: for any forms collected at recertification/renewal, please submit the completed form to BPDA at the address below or via e-mail to Tim.Davis@boston.gov.

Revised 5/11/2017

PUBLIC BENEFIT CONTRIBUTION AGREEMENT

420 WEST BROADWAY, SOUTH BOSTON

This PUBLIC BENEFIT CONTRIBUTION AGREEMENT (this "Agreement") made as of the 3rd day of October, 2017 between the **BOSTON REDEVELOPMENT AUTHORITY**, a public body politic and corporate, created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the planning board for the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, d/b/a Boston Planning & Development Agency, with a principal place of business at One City Hall Plaza, Boston, Massachusetts 02201-1007 (the "BPDA" or "Authority"), and **West Broadway Theatre LLC**, a limited liability company duly organized under the law of the Commonwealth of Massachusetts, with a usual place of business at 699 Boylston Street, 10th Floor, c/o Finance Boston, Boston, Massachusetts 02116, together with its successors and assigns (the "Developer"). The BPDA and the Developer, collectively, are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, the Developer wishes to develop the Project (defined below) to be located at 420 West Broadway in South Boston (the "Premises" or "Project Site"), more particularly described in Exhibit A attached hereto; and

WHEREAS, the Developer proposes a new, mixed-use development that consists of demolishing and replacing the main portion of the existing structure and constructing a new six-story, 44,000 gross square foot building with forty-two (42) residential units and forty-two (42) garage parking spaces with vehicular access via Athens Street; renovating the theatre lobby to include the residential entrance and a 1,350 square foot commercial retail space on West Broadway, with bicycle storage and a trash/recycling room located within the structure of the building; and also including five (5) affordable rental residential Inclusionary Development Policy Units ("IDP Units") (collectively, the "Project"); and

WHEREAS, on March 16, 2017, the BRA voted to issue a Certification of Approval pursuant to Article 80, Section 80E-6 of the Boston Zoning Code (the "Code") in connection with the Project; and

WHEREAS, the Authority and the Developer have agreed to enter into this Agreement for the purposes of: (1) setting forth the mitigation agreements of the Developer with respect to the construction and operation of the Project; and (2) ensuring compliance of the Project with the provisions of Article 80 of the Code.

WHEREAS, the Developer agreed to make the following community contributions: (1) a onetime contribution of ten thousand dollars (\$10,000) (the "Park Community Contribution Payment") to the City's Fund for Parks (a 501 (c) 3 organization), which will be targeted to the Buckley Playground, located between Bolton Street and West 3rd Street and is in close proximity to the Project Site; and (2) onetime contribution of ten thousand dollars (\$10,000) as a community contribution towards St. Peter's Academy, South Boston ("Community Contribution Payment"). The Park Community Contribution Payment and the Community Contribution Payment shall be delivered to the BPDA upon issuance of the Project's building permit by the City of Boston Inspectional Services Department ("ISD"); and

WHEREAS, the Parties wish to set forth their understanding with respect to such contribution.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority and the Developer hereby agree as follows:

1. Park Community Contribution Payment. The Developer will contribute Ten Thousand and 00/100 Dollars (\$10,000.00) to work with *The Fund for Parks and Recreation, Re: Buckley Playground in South Boston*. The Developer shall make such Ten Thousand and 00/100 Dollars (\$10,000.00) contribution to the Authority, which shall then provide such funds to the necessary parties. This contribution shall be due upon issuance of the Project's building permit by ISD.

2. Community Contribution Payment. The Applicant has agreed to make a Ten Thousand Dollar (\$10,000.00) community benefit commitment to St. Peter's Academy located at 371 W 4th St, Boston, MA 02127 for the purpose of programming. The Applicant shall make such Community Contribution Payment to the Authority upon issuance of the Project's building permit.

3. No Further Obligations. The payment of the Contribution shall satisfy all non-housing public benefit obligations to the BPDA with respect to the Project. Upon the completion of the Contribution, the Parties shall have no further obligation under this Agreement, and this Agreement shall automatically terminate and be of no further force and effect.

4. Successors and Assigns. The provisions of this Agreement shall be binding upon the successors and assigns of the Developer and the public body or bodies succeeding to the interest of the BPDA.

5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

6. Amendment. This Agreement, or any part hereof, may be amended from time to time hereafter only in a writing executed by the Developer or its successors or assigns and the BPDA.

7. No Third Party Beneficiary. It is the intention of the parties that the provisions of this Agreement may be enforced only by the Parties and their successors and assigns, and that no other person or persons shall be authorized to undertake any action to enforce the provisions hereof without the prior written consent of the Parties or their successors and assigns.

8. Limited Undertaking. Nothing in this Agreement shall be construed as an undertaking by the Developer to construct or complete the Project, the obligations of the Developer hereunder being limited to compliance with the provisions hereof if the Project is commenced. The liability of the Developer or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the interests of the Developer or such successors or assigns in the Project, and no partner, member, manager, trustee, beneficiary, shareholder, officer or director of the Developer, or its successors or assigns, or any person or entity directly or indirectly holding any interests in the foregoing, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability hereunder.

9. Counterparts. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

[Signatures found on the next page]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as an instrument under seal by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY
d/b/a Boston Planning & Development
Agency


E. Renee LeFevre ^{AB}
General Counsel

By: 
Brian P. Golden, Director

WEST BROADWAY THEATRE LLC

By: 
Brian Crowley
LLC Manager, Duly Authorized

Exhibit A

DESCRIPTION OF PREMISES

A certain parcel of land with the buildings thereon located in the South Boston District of Boston, being now numbered 420 West Broadway, and being shown as Lot B on a plan entitled "PLAN OF LAND BOSTON, MASSACHUSETTS, (South Boston District) SCALE 1 IN. = 15 FT. January 22, 1977 CHARLES E. BREWER REG. LAND SURVEYOR", which plan is recorded in the Suffolk Registry of Deeds in Book 8944, Page 222, and to which Plan reference may be had for a more particular description.

Said Lot B contains 11,140 square feet according to said plan.

Subject to and with the benefit of the right to use for ingress and egress in common with the owners and occupiers of Lot A as shown on said Plan, a Passageway 88.10 feet long running between Lot B and Lot A, and also a Passageway 58.95 feet long running to West Broadway, all as shown on said Plan.

Subject to the right of the owner or occupier of Lot A as shown on said Plan to store its refuse in the interior rear portion of the Building on Lot B or a mutually agreeable location on the property of the owner or occupier of Lot B as shown on said Plan.

For Title, please see Book 56707, Page 167.

**ASSIGNMENT AND ASSUMPTION OF BOSTON REDEVELOPMENT
AUTHORITY BOARD MEMORANDUM DATED MARCH 16, 2017, PUBLIC
BENEFITS CONTRIBUTION AGREEMENT, AND AFFORDABLE RENTAL
HOUSING AGREEMENT AND RESTRICTION**

In consideration of Eight Million Two Hundred Thousand Dollars (\$8,200,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **West Broadway Theatre LLC**, a Massachusetts limited liability company, having a mailing address of 101 Federal Street, 19th Floor, Boston, MA 02110 ("Assignor"), hereby assigns to **BP Broadway LLC**, a Massachusetts limited liability company, having a mailing address of 36 Miller Stile Road, Quincy, MA 02169 ("Assignee"), all of Assignor's rights, title, interest, responsibilities and obligations in, under, and to that certain Boston Redevelopment Authority ("Board") Board Memorandum dated March 16, 2017 (the "Board Memo"). Further, the Assignee agrees to and assumes all of Assignor's rights, title, interest, responsibilities and obligations in, under, and to the Public Benefits Contribution Agreement dated October 3, 2017 ("Contribution Agreement") (attached), and to that certain Affordable Rental Housing Agreement and Restriction dated October 3, 2017 ("Affordable Rental Housing Agreement and Restriction") (attached), by and between the City of Boston acting by and through the Board and the Assignor. Further, the Assignee shall request to the Board to amend that certain Affordable Rental Housing Agreement and Restriction to change the housing program from rental units to home ownership units. This amendment will maintain the same unit count as laid out in the Board Memo with slight adjustments of the square footage of the units.

[Remainder of page intentionally left blank with signature page to follow]

**ASSIGNMENT AND ASSUMPTION OF BOSTON REDEVELOPMENT
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[Remainder of page intentionally left blank with signature page to follow]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption Agreement under seal as of the ___ day of April, 2019.

ASSIGNOR:

West Broadway Theatre LLC

By: 
Its: LLC Manager, Duly

Authorized

ASSIGNEE:

BP Broadway LLC

By:


Its: LLC Manager, Duly Authorized

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption Agreement under seal as of the ___ day of April, 2019.

ASSIGNOR:
West Broadway Theatre LLC

By: _____
Its: LLC Manager, Duly Authorized

ASSIGNEE:
BP Broadway LLC



By: *Peter McLaughlin*
Its: LLC Manager, Duly Authorized

**ACKNOWLEDGED AND ASSENTED TO BY:
BOSTON REDEVELOPMENT AUTHORITY
d/b/a Boston Planning & Development Agency**

By: _____

By: _____

Its: _____ Duly Authorized

Date: _____

**ASSIGNMENT AND ASSUMPTION OF BOSTON REDEVELOPMENT
AUTHORITY BOARD MEMORANDUM DATED MARCH 16, 2017, PUBLIC
BENEFITS CONTRIBUTION AGREEMENT, AND AFFORDABLE RENTAL
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BENEFITS CONTRIBUTION AGREEMENT, AND AFFORDABLE RENTAL
HOUSING AGREEMENT AND RESTRICTION**

In consideration of Eight Million Two Hundred Thousand Dollars (\$8,200,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **West Broadway Theatre LLC**, a Massachusetts limited liability company, having a mailing address of 101 Federal Street, 19th Floor, Boston, MA 02110 ("Assignor"), hereby assigns to **BP Broadway LLC**, a Massachusetts limited liability company, having a mailing address of 36 Miller Stile Road, Quincy, MA 02169 ("Assignee"), all of Assignor's rights, title, interest, responsibilities and obligations in, under, and to that certain Boston Redevelopment Authority ("Board") Board Memorandum dated March 16, 2017 (the "Board Memo"). Further, the Assignee agrees to and assumes all of Assignor's rights, title, interest, responsibilities and obligations in, under, and to the Public Benefits Contribution Agreement dated October 3, 2017 ("Contribution Agreement") (attached), and to that certain Affordable Rental Housing Agreement and Restriction dated October 3, 2017 ("Affordable Rental Housing Agreement and Restriction") (attached), by and between the City of Boston acting by and through the Board and the Assignor. Further, the Assignee shall request to the Board to amend that certain Affordable Rental Housing Agreement and Restriction to change the housing program from rental units to home ownership units. This amendment will maintain the same unit count as laid out in the Board Memo with slight adjustments of the square footage of the units.

[Remainder of page intentionally left blank with signature page to follow]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption Agreement under seal as of the ___ day of April, 2019.

ASSIGNOR:

West Broadway Theatre LLC

By: _____

Its: LLC Manager, Duly

Authorized

ASSIGNEE:

BP Broadway LLC

By: _____

Its: LLC Manager, Duly Authorized

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption Agreement under seal as of the ___ day of April, 2019.

ASSIGNOR:
West Broadway Theatre LLC

By: _____
Its: LLC Manager, Duly Authorized

ASSIGNEE:
BP Broadway LLC



By: Robert H. Choate
Its: LLC Manager, Duly Authorized

ACKNOWLEDGED AND ASSENTED TO BY:
BOSTON REDEVELOPMENT AUTHORITY
d/b/a Boston Planning & Development Agency

By: _____

By: _____

Its: _____ Duly Authorized

Date: _____