

October 15, 2019

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

RE: Notice of Project Change, PDA No. 59 for 771 Harrison Avenue, South End

Dear Mr. Golden:

This office represents 761 Harrison Church, LLC, the owner and developer of the project located in the former Immaculate Conception Church in the South End. On behalf of the project proponent, I hereby submit this Notice of Project Change ["NPC"] under the provisions of Article 80A-6 of the Boston Zoning Code. This project was previously approved by the Board of Directors of the Boston Planning and Development Agency ["BPDA"] pursuant to the Small Project Review procedures of Article 80E and Article 80C-7, in the form of an Amendment to the Development Plan for Planned Development Area ["PDA"] No. 59, on November 17, 2016.

The prior approval allows for the conversion of the former Church building and the adjacent "Link Building" into a 63 unit residential rental apartment building with accessory parking in the adjoining James Court garage, 25 of which are owned by the proponent and 20 spaces which are to be leased from the owner of the garage.

Following the BPDA Board's approval, the Boston Zoning Commission ["BZC"] approved the First Amendment to the Development Plan for Harrison Commons and Harrison Court within PDA No. 59 on December 14, 2016. Thereafter, the First Amendment was signed by the Mayor of the City of Boston and became effective on December 16, 2016.

On April 5, 2017, the Director of the BPDA issued a Certification of Approval under Article 80E-6 to the Inspectional Services Department ["ISD"] in connection with the building permit application. Subsequently, ISD issued a building permit and construction has been underway since April 2017.

Proposed Changes to Project

The proponent seeks to further amend the Development Plan for PDA No. 59 in two respects: (1) change the use from 63 residential rental apartment units to 51 residential rental units and 12 condominium ownership units; and (2) change the use of the fifth floor from storage space to extra living area for the 12 duplex condominium units located on floors six and seven.

As previously approved, the fifth floor [which has no windows] was to consist of storage units for each of the residential units. See, Exhibit A, previously approved fifth floor plan. The proposed change involves converting the storage space on the fifth floor to additional space for the duplex units. The windowless condition of the fifth floor remains unchanged. Thus, the proposed space will consist of media room/theater, fitness, storage and bathroom. The concept is similar to a finished basement area with no windows; only in this case it is on the fifth floor of the original Church building. See, Exhibit B, proposed fifth floor plan.

The Development Plan for PDA No. 59 was established in 2003. The underlying zoning is governed by Article 64, South End Neighborhood District. The project site is located within a Neighborhood Development Area ["NDA"] sub-district. Under both the Development Plan for PDA No. 59 and Table B of Article 64, multifamily residential uses are allowed, denoted as "A", as of right. Neither the Development Plan nor the Zoning Code differentiates between rental and ownership of residential dwelling units. For these reasons, the proposed change of the form of use for the 12 condominium units is allowed by both the Development Plan for PDA No. 59 and the underlying zoning provisions of Article 64.

Parking was established by the original Development Plan and the First Amendment to the Development Plan previously approved by the BPDA Board. The current proposed change includes increasing the available parking from 40 spaces to a total of 45 spaces. Article 64-36 and Table H govern the parking requirements in the South End NDA. For multifamily residential uses, the required ratio is .7 parking spaces per dwelling unit. Thus, the number of spaces proposed here, 45, is compliant with the underlying zoning requirements for this project location. A copy of the Letter of Agreement with Granite James Court Garage, LLC regarding the additional parking is attached hereto as Exhibit C.

NPC and Second Amendment to Development Plan for PDA No. 59

The prior approval includes the provision of 6 affordable rental units under the Inclusionary Development Plan [IDP] established in the original PDA Development Plan. An Affordable Rental Housing Agreement and Restriction was entered into between the proponent and the BPDA for 6 IDP rental units. None of the IDP rental units are on the sixth or seventh floor and will not be impacted by the changes proposed in this NPC. The IDP commitment and ARHA remain unchanged.

The project proponent requests that the Director evaluate these proposed changes under Article 80A-6(2)(a) – (g) and determine that the changes do not represent a material change requiring further review under Article 80E. Further, a determination is requested that the changes do not increase the project's impacts and that the changes are consistent with the underlying zoning and the original Development Plan for PDA No. 59 and the previously approved First Amendment thereto.

The proposed Second Amendment to the Development Plan for Harrison Commons and Harrison Court within PDA No. 59 is submitted together with this NPC for approval by the BPDA Board and subsequent transmission and referral to the BZC for its consideration and approval. The Second Amendment simply makes two changes: (1) changes the 63 residential dwelling units from rental to 51 residential rental units [including the 6 IDP units] and 12 residential ownership units on floors six and seven; and (2) converts the fifth floor from storage to additional living area for the 12 duplex residential units on floors six and seven. In all other respects, the Development Plan and the prior approvals under Article 80E by the BPDA Board remain the same.

Following this review by the Director and the BZC, a request is hereby made for: (1) a Director's Determination pursuant to Article 80A-6(2) that no further review is necessary for these proposed changes to the project; and (2) a Certification of Consistency under Article 80C-8 for the project described in the Second Amendment to the Development Plan for PDA No. 59, when the Director finds that (a) the project is described adequately in the Second Amendment to the Development Plan; (b) the project is consistent with the Development Plan and the Second Amendment thereto; and (c) the Second Amendment to the Development Plan has been approved by the BPDA Board of Directors and the BZC in accordance with the applicable provisions of Article 3-1A(a) and Article 80C of the Zoning Code.

Thank you for your consideration of this matter. We look forward to working with your staff to advance this NPC and Second Amendment to the Development Plan for PDA No. 59 to the approval stage. If you need any further information regarding the foregoing, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marc LaCasse', written in a cursive style.

Marc LaCasse

cc: Raul Duverge

Exhibit A

NO.	DATE	DESCRIPTION

FIFTH FLOOR PLAN
1/8" = 1'-0"

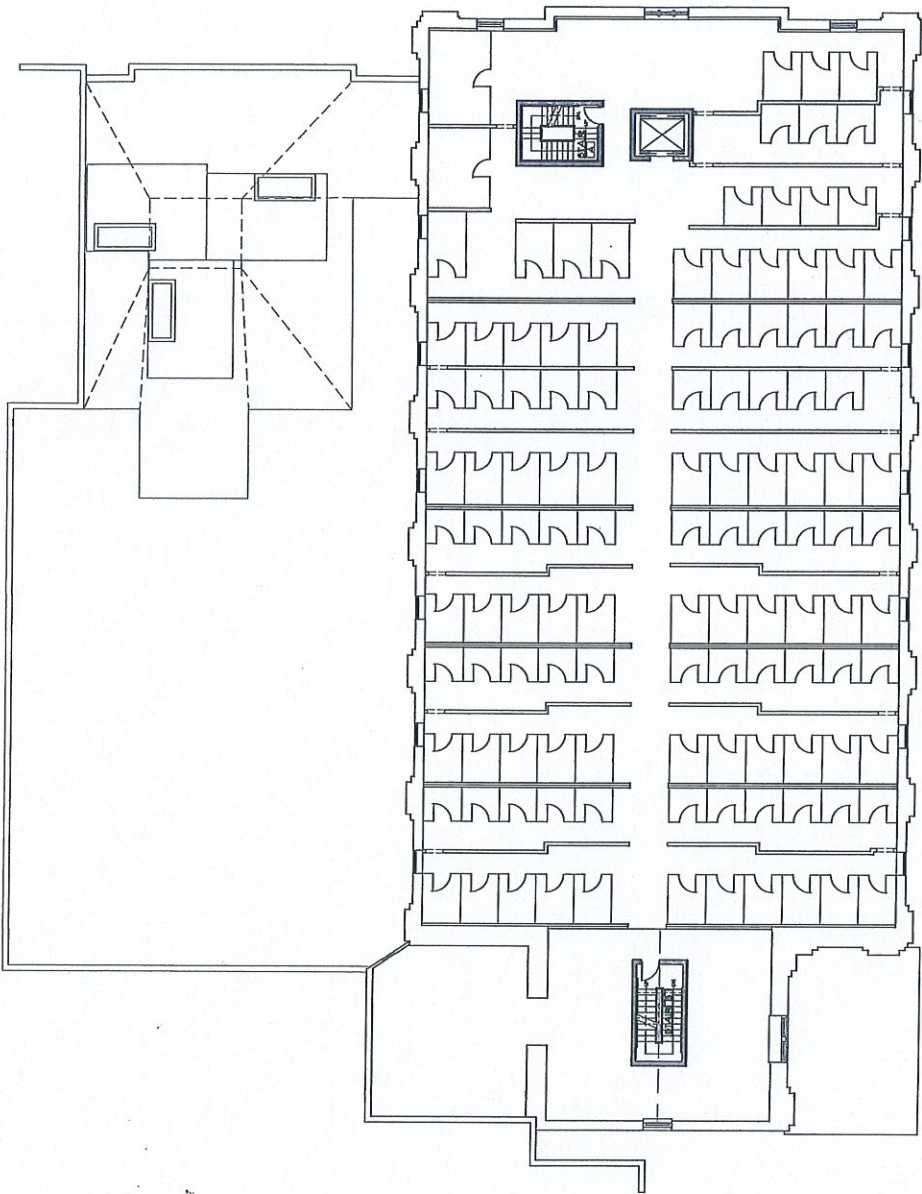


Exhibit B

Exhibit C

Granite James Court Garage LLC
c/o BlackRock
60 State Street
Boston, MA 02109

December 7, 2017

761 Harrison Church, LLC
220 North Main Street, Suite 105
Natick, MA 01760
Attention: Ronald Simons, Manager

Re: James Court Garage: The Cosmopolitan – Additional Parking: PDA No. 59

Dear Mr. Simons:

Reference is made to that certain 63-unit residential condominium building to be known as The Cosmopolitan (the "Project") currently being developed by 761 Harrison Church, LLC (the "Developer") at 771 Harrison Avenue, Boston, Massachusetts. The Developer has requested the use of twenty (20) parking spaces located in the adjacent parking garage located at 45 East Newton Street, Boston, Massachusetts (the "Parking Garage") for a period of five (5) years, effective September 1, 2018.

Granite James Court Garage LLC, the owner of the Parking Garage (the "Parking Garage Owner"), agrees to grant the Developer (and any single successor-in-interest entity – i.e., a condominium association but not any individual condominium unit owners or individual renters) the non-exclusive right, in common with the Parking Garage Owner and others, to use and occupy twenty (20) parking spaces as assigned by the Parking Garage Owner for a term of five (5) years, effective September 1, 2018, provided that on or before July 1, 2018, the Developer enter into a Parking License Agreement with the Parking Garage Owner which shall include, without limitation, the following terms and conditions:

1. The monthly license fee for each parking space shall be at the then market rates and shall be subject to such increases as are applied to other parkers in the Parking Garage.
2. The Developer shall have the right to sublicense the use of the parking spaces to Project residents only ("Authorized Parkers") and may not charge any Authorized Parker more than the monthly license fee charged by the Parking Garage Owner.
3. The Developer shall provide the Parking Garage Owner with such information regarding each Authorized Parker as the Parking Garage Owner may reasonably request, including without limitation, contact information, vehicle information, etc.
4. The Developer shall cause each Authorized Parker to comply with the rules and regulations of the Parking Garage Owner, as the same may be promulgated and amended by the Parking Garage Owner from time to time, and shall enforce any such rules and regulations against the Authorized Parker.
5. The Developer acknowledges and agrees that use and occupancy of the parking spaces is at the sole risk of the Developer and any Authorized Parkers, and that the Parking Garage Owner shall have no responsibility for any loss or damage to any motor vehicles or other personal property of the Developer or any Authorized Parker.
6. The Developer shall indemnify and hold the Parking Garage Owner harmless from and against any and all claims, actions, damages, liabilities or expenses (including attorneys' fees) in connection

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with the loss of life, personal injury or damage to property arising from or out of the occupancy or use by the Developer or any Authorized Parker of the Parking Garage or any part thereof or the surrounding area occasioned wholly or in part by any act or omission of the Parking Garage Owner.

7. The Parking Garage Owner may terminate the Parking License Agreement, with or without cause, upon sixty (60) days' written notice to the Developer.

If the foregoing terms are acceptable, please sign below and return a signed copy of this letter to me at kevin.doody@blackrock.com, with a copy to our attorney, Rosemary C. Dodek, Esq. at rdodek@goodwinlaw.com.

Sincerely yours,

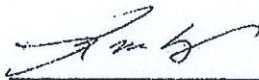
GRANITE JAMES COURT GARAGE LLC,
a Delaware limited liability company

By: BlackRock Property Fund Operating Partnership,
L.P., a Delaware limited partnership, its sole member

By: BlackRock US Core Property Fund LLC, a Delaware
limited liability company; its general partner

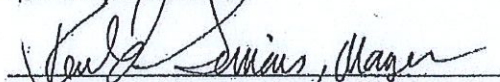
By: BlackRock US Core Property Fund, Inc., a Maryland
corporation, its sole member

By:



Kevin M. Doody

Agreed and Accepted by:



Rob Simons, as Manager and on behalf of
761 Harrison Church, LLC