

# MASTER AFFORDABLE HOUSING AGREEMENT

FOR

## HARRISON ALBANY BLOCK BOSTON, MASSACHUSETTS

This MASTER AFFORDABLE HOUSING AGREEMENT (this “Agreement”) is made as of December 21, 2017 by and 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, with a principal place of business at One City Hall Plaza, Boston, Massachusetts 02201-1007 (the “Authority”) doing business as the Boston Planning & Development Agency (“BPDA”), and MEPT/LMP HARRISON/ALBANY BLOCK LLC, a Delaware limited liability company, having an address at c/o Leggat McCall Properties LLC, 10 Post Office Square, Boston, Massachusetts 02210 its successors and assigns (the “Developer”). The Authority and the Developer, collectively, are sometimes referred to herein as the “Parties.”

### RECITALS

**WHEREAS**, the Developer is the owner of certain parcels of land known as Lot 2 and Lot 3, generally bounded by Harrison Avenue, East Canton Street, Albany Street and East Dedham Street in the South End Neighborhood District of Boston, which parcels are more particularly described in Exhibit A attached hereto and incorporated herein (the “Project Site”); and

**WHEREAS**, the Developer intends to develop two (2) new mixed-use buildings containing approximately 608 residential rental units, commercial space and affordable cultural space, both built atop a two-level below-grade parking garage with space for up to 650 vehicles on Lot 2 of the Project Site (“Lot 2 Development”), and develop an expansion/addition to a historic structure located at 575 Albany Street resulting in approximately 50 additional residential rental units and approximately 5,200 square feet of commercial space on Lot 3 of the Project Site (“Lot 3 Development”) (together, the Lot 2 Development and the Lot 3 Development are hereinafter referred to as the “Project”); and

**WHEREAS**, affordable housing opportunities for low and moderate income families in the City of Boston are limited, and the City of Boston wishes to increase such housing opportunities;

**WHEREAS**, the Mayor of the City of Boston has adopted certain Executive Orders entitled “An Order Relative to the Inclusionary Development Policy of 2006” and “An Order Relative to the Inclusionary Development Policy’s Income Policy of 2007” (collectively, the “IDP”), pursuant to which proponents of certain development projects within the City of Boston are required to make contributions towards the preservation and creation of affordable housing in the City of Boston;

**WHEREAS**, the Project is subject to the affordable housing requirements described in Section 64-29.1(c)(1) of the Code (“Zoning Affordable Housing Requirements”);

**WHEREAS**, in connection with the development of the Project and in satisfaction of the IDP and the Zoning Affordable Housing Requirements, the Developer has agreed to: (i) construct the Phase 1 Affordable Rental Units, the Phase 2 Affordable Rental Units and the Lot 3 Development Affordable Rental Units (all as defined below); and (ii) make the Phase 1 Affordable Housing Contribution, the Phase 2 Affordable Housing Contribution and the Lot 3 Development Affordable Housing Contribution (all as defined below); and

WHEREAS, the Parties wish to enter into this Agreement to set out the obligations of the Developer with respect to compliance of the Project with the IDP.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Affordable Housing Obligations. The Developer shall satisfy the requirements of the IDP and the Zoning Affordable Housing Requirements by (i) constructing twenty-two (22) affordable rental units and eight (8) artist affordable rental units on-site in Phase 1 of the Lot 2 Development, equal to ten percent (10%) of the total number of units in Phase 1 of the Lot 2 Development (the “Phase 1 Affordable Rental Units”; (ii) constructing a number of affordable rental units on-site in Phase 2 of the Lot 2 Development in the Project equal to ten percent (10%) of the total number of units in Phase 2 of the Lot 2 Development (the “Phase 2 Affordable Rental Units”); (iii) constructing a number of affordable rental units on-site in the Lot 3 Development equal to ten percent (10%) of the total number of units in the Lot 3 Development (the “Lot 3 Development Affordable Rental Units”, and collectively with the Phase 1 Affordable Rental Units and the Phase 2 Affordable Rental Units, the “Affordable Units”); (iv) making an affordable housing contribution to the City of Boston’s Inclusionary Development Policy Special Revenue Fund in the amount of \$5,980,000 for Phase 1 of the Lot 2 Development in the Project, that is, an amount equal to the product of (x) ten percent (10%) of the total number of units in Phase 1 of the Lot 2 Development times \$200,000.00 (the “Phase 1 Affordable Housing Contribution”); (v) making an affordable housing contribution to the City of Boston’s Inclusionary Development Policy Special Revenue Fund in the amount equal to the product of (x) ten percent (10%) of the total number of units in Phase 2 of the Lot 2 Development times \$200,000.00 (the “Phase 2 Affordable Housing Contribution”), (vi) making an affordable housing contribution to the City of Boston’s Inclusionary Development Policy Special Revenue Fund in the amount equal to the product of (x) ten percent (10%) of the total number of units in the Lot 3 Development times \$200,000.00 (the “Lot 3 Development Affordable Housing Contribution”, and collectively with the Phase 1 Affordable Housing Contribution and the Phase 2 Affordable Housing Contribution, the “Contribution”).

2. Housing Contribution Agreement. The Developer shall enter into a Housing Contribution Agreement with the Authority setting forth the Phase 1 Affordable Housing Contribution, the Phase 2 Affordable Housing Contribution and the Lot 3 Development Affordable Housing Contribution in the form attached hereto as **Exhibit B** (the “Housing

Contribution Agreement”), which shall be executed by the Parties prior to the issuance of the initial full building permit for Phase 1 of the Lot 2 Development. The Housing Contribution Agreement shall require that the Phase 1 Affordable Housing Contribution, the Phase 2 Affordable Housing Contribution and the Lot 3 Development Affordable Housing Contribution each be paid in seven equal annual installments, with the first payment of each being paid no more than 30 days after the issuance of the initial full building permit for the applicable Phase.

3. Creation of On-Site Affordable Rental Units in Phase 1 of the Lot 2 Development. The Developer shall enter into an Affordable Rental Housing Agreement and Restriction in connection with the Phase 1 Affordable Rental Units in substantially the form attached hereto as **Exhibit C** (the “Phase 1 Affordable Rental Housing Agreement”), which shall be executed by the Parties prior to the issuance of the initial full building permit for Phase 1 of the Lot 2 Development. The Phase 1 Affordable Rental Housing Agreement shall encumber all of Lot 2, but shall provide that, upon creation of a Master Condominium on Lot 2, the Phase 1 Affordable Rental Housing Agreement shall encumber only the condominium unit containing the Phase 1 Affordable Rental Units.

4. Creation of On-Site Affordable Rental Units in Phase 2 of the Lot 2 Development. The Developer shall enter into an Affordable Rental Housing Agreement and Restriction in connection with the Phase 2 Affordable Rental Units (the “Phase 2 Affordable Rental Housing Agreement”) prior to the issuance of the initial full building permit for Phase 2 of the Lot 2 Development. The form of said Phase 2 Affordable Rental Housing Agreement shall be substantially similar to the Phase 1 Affordable Rental Housing Agreement attached hereto as **Exhibit C**. The Phase 2 Affordable Rental Housing Agreement shall encumber all of Lot 2, but shall provide that, upon creation of a Master Condominium on Lot 2, the Phase 2 Affordable Rental Housing Agreement shall encumber only the condominium unit containing the Phase 2 Affordable Rental Units.

5. Creation of On-Site Affordable Rental Units in Lot 3 Development. The Developer shall enter into an Affordable Rental Housing Agreement and Restriction in connection with the Lot 3 Development Affordable Rental Units (the “Lot 3 Affordable Rental Housing Agreement” and together with the Phase 1 Affordable Rental Housing Agreement and the Phase 2 Affordable Rental Housing Agreement, the “Affordability Agreements”) prior to the issuance of the initial full building permit for the Lot 3 Development. The form of said Lot 3 Affordable Rental Housing Agreement shall be substantially similar to the Phase 1 Affordable Rental Housing Agreement attached hereto as **Exhibit C**. The Lot 3 Affordable Rental Housing Agreement shall encumber Lot 3, but shall provide that, upon creation of a Master Condominium on Lot 3, the Lot 3 Affordable Rental Housing Agreement shall encumber only the condominium unit containing the Lot 3 Development Affordable Rental Units.

6. Full Satisfaction of Obligations. The construction of the Affordable Units, execution and delivery of the Affordability Agreements and payment of the Contribution shall satisfy all affordable housing obligations to the Authority with respect to the Project under both the IDP and the Zoning Affordable Housing Requirements. Upon execution of the Phase 1 Affordable Rental Housing Agreement and the Housing Contribution Agreement, such agreements will govern the obligations with respect to the Phase 1 of the Lot 2 Development regarding compliance with the IDP, the Zoning Affordable Housing Requirements and this

Agreement. Upon the execution of the Phase 2 Affordable Rental Housing Agreement and the Housing Contribution Agreement, such agreements will govern the obligations with respect to Phase 2 of the Lot 2 Development regarding compliance with the IDP, the Zoning Affordable Housing Requirements and this Agreement. Upon the execution of the Phase 3 Affordable Rental Housing Agreement and the Housing Contribution Agreement, such agreements will govern the obligations with respect to the Lot 3 Development regarding compliance with the IDP, the Zoning Affordable Housing Requirements and this Agreement. Upon (a) the construction of the Affordable Units, (b) the execution, delivery and recording with the Suffolk Registry of Deeds of the Affordability Agreements and (c) the making of the Contribution, this Agreement shall automatically terminate and be of no further force and effect.

7. 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 Authority.

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

9. 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 Authority.

10. 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.

11. Limited Undertaking. Nothing in this Agreement shall be construed as an undertaking by the Developer to construct or complete the Project or any Phase thereof, the obligations of the Developer hereunder being limited to compliance with the provisions hereof if the Project and or any Phase thereof is constructed and completed. The liability of the Developer or its successors or assigns (including, without limitation, mortgagees or any parcel owner in the event that the Premises is subdivided, or any unit owner or organization of unit owners in the event the Premises or any portion thereof is submitted to a primary condominium regime) arising under this Agreement shall be limited solely to the interests of the Developer or such successors or assigns in the Project or any Phase thereof, 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.

12. 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 Authority or the Developer, as the case may be, and shall be either hand delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or by overnight delivery by a recognized overnight courier which provides a receipt for delivery, and shall be deemed given (i) when delivered, if by hand, (ii) when deposited with the U.S. Postal Service, if mailed

to the principal office of the party to which it is directed, or (iii) one day after deposit with a recognized overnight courier which provides a receipt for delivery. The principal office of each party is as follows, unless otherwise designated by written notice to the other party:

Authority: Boston Redevelopment Authority  
d/b/a Boston Planning & Development Agency  
One City Hall Square  
Boston, Massachusetts 02201-1007  
Attn: Director

with a copy to Boston Redevelopment Authority  
d/b/a Boston Planning & Development Agency  
One City Hall Square  
Boston, Massachusetts 02201-1007  
Attn: General Counsel

Developer: MEPT/LMP HARRISON/ALBANY BLOCK LLC  
c/o Leggat McCall Properties LLC  
10 Post Office Square  
Boston, MA 02109  
Attn: William Gause

with a copy to: Goulston & Storrs PC  
400 Atlantic Avenue  
Boston, Massachusetts 02110  
Attention: Matthew J. Kiefer, Esq.

and with a copy to: Bentall Kennedy (U.S.) Limited Partnership  
7315 Wisconsin Avenue, Suite 200 West  
Bethesda, MD 20814  
Attn: Senior Vice President – Asset Management

and with a copy to: McNaul Ebel Nawrot & Helgren PLLC  
600 University Street, Suite 2700  
Seattle, WA 98101  
Attn: Marc O. Winters

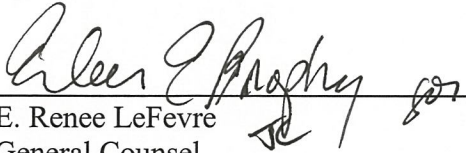
13. Counterparts. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

*[This page intentionally left blank; signature page follows]*

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**


  
\_\_\_\_\_  
E. Renee LeFevre  
General Counsel  
Boston Redevelopment Authority

By:   
\_\_\_\_\_  
Brian P. Golden, Director

**MEPT/LMP HARRISON/ALBANY BLOCK LLC**, a  
Massachusetts limited liability company

**By: LMP HARRISON/ALBANY BLOCK LLC**,  
a Massachusetts limited liability company, its  
Manager

**By: LMP BMC Holding LLC**, a Massachusetts  
limited liability company, its Manager

By:   
\_\_\_\_\_  
Name: Eric B. Sheffels  
Title: Authorized Signatory

**Exhibit A**

**Exhibit B**



**AFFORDABLE HOUSING CONTRIBUTION AGREEMENT**

**HARRISON/ALBANY PROJECT  
BOSTON, MASSACHUSETTS**

This AFFORDABLE HOUSING CONTRIBUTION AGREEMENT (this “Agreement”) made as of the \_\_\_\_ day of \_\_\_\_\_, 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, with a principle place of business at One City Hall Plaza, Boston, Massachusetts 02201-1007 (the “Authority”) and MEPT/LMP HARRISON/ALBANY BLOCK LLC, a Delaware limited liability company, having an address at c/o Leggat McCall Properties LLC, 10 Post Office Square, Boston, Massachusetts 02210 its successors and assigns (the “Grantor”), its successors and assigns (the “Developer”). The Authority and the Developer are sometimes referred to herein as the “Parties”.

**RECITALS**

**WHEREAS**, affordable housing opportunities for low and moderate income families in the City of Boston are limited, and the City of Boston wishes to increase such housing opportunities; and

**WHEREAS**, the Developer wishes to undertake the development of the Project (defined below) on a parcel of land generally bounded by Harrison Avenue, East Canton Street, Albany Street and East Dedham Street in the South End Neighborhood District of Boston, which parcel is more particularly described in **Exhibit A** attached hereto and incorporated herein (the “**Project Site**”); and

**WHEREAS**, the Developer intends to develop two (2) new mixed-use buildings containing approximately 608 residential rental units, commercial space and affordable cultural space, both built atop a two-level below-grade parking garage with space for up to 650 vehicles on Lot 2 of the Project Site (“**Lot 2 Development**”), and develop an expansion/addition to a historic structure located at 575 Albany Street resulting in approximately 50 additional residential rental units and approximately 5,200 square feet of commercial space on Lot 3 of the Project Site (“**Lot 3 Development**”) (together, the Lot 2 Development and the Lot 3 Development are hereinafter referred to as the “**Project**”). The Lot 2 Development shall proceed in two phases (“**Phase 1**” and “**Phase 2**”, respectively); and

**WHEREAS**, on March 2, 2017, the Authority approved the Project as part of the Harrison Albany Block Project and such Board Memorandum with votes of the Authority is attached as **Exhibit B** (the “**Board Memorandum**”); and

**WHEREAS**, the Developer recognizes the need for affordable housing units in the City

of Boston and, in compliance with a certain Executive Order of Mayor Thomas M. Menino entitled "An Order Relative to Affordable Housing" dated February 29, 2000, as amended by (i) the Executive Order of Mayor Thomas M. Menino entitled "An Order Relative to the Affordable Housing Cost Factor" dated February 3, 2005, (ii) the Executive Order of Mayor Thomas M. Menino entitled "An Order Relative to the Inclusionary Development Policy" dated May 16, 2006, and (iii) an Executive Order of Mayor Thomas M. Menino entitled "An Order Relative to the Inclusionary Development Policy's Income Policy" dated September 27, 2007 (the "**Inclusionary Development Policy**" or "**IDP**"), and

**WHEREAS**, the Developer has agreed to provide an affordable housing contribution to partially satisfy the Developer's obligations in accordance with Section 64-29 of the Boston Zoning Code and in compliance with the Inclusionary Development Policy; and

**WHEREAS**, it is the desire of the parties to enter into this Agreement to set forth their understanding with respect to such contribution.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The IDP Housing Contribution for Phase 1 of the Lot 2 Development. The Developer shall make a cash contribution to the IDP fund to be utilized for the preservation and/or creation of affordable housing in the City of Boston in the amount of Five Million, Nine Hundred Eighty Thousand and 00/100 Dollars (\$5,980,000), which sum shall be paid to the City of Boston in seven (7) equal annual installments each in the amount of Eight Hundred Fifty-Four Thousand Two Hundred Eighty-Five and 71/100 Dollars (\$854,285.71) with the first payment due within thirty (30) days after the issuance by the City of Boston Inspectional Services Department ("ISD") of a building permit (excluding, however, a permit for demolition only) for any portion of Phase 1 of the Lot 2 Development and the remaining six (6) annual installments due on the first through sixth anniversaries of said building permit. Said installments shall be made by certified checks made payable to the City of Boston. Said check must include a notification that it represents an IDP contribution payment and include the project name thereon and the number of the annual installment. The check shall be mailed to the following address:

Inclusionary Development Fund  
City of Boston  
M-35 Treasury Department  
One City Hall Square  
Boston, Massachusetts 02201

Any failure to make such payments in a timely manner shall be a default under this Agreement, and the defaulted payment, as well as any sums expended by the Authority in exercising its remedies hereunder to cure any breach of the Developer, shall bear interest at a rate of ten percent

(10%) per annum from the due date or the date incurred, as applicable.

2. The IDP Housing Contribution for Phase 2 of the Lot 2 Development. The Developer shall make a cash contribution to the IDP fund to be utilized for the preservation and/or creation of affordable housing in the City of Boston in the amount equal to the product of (i) the number of units equal to (A) ten percent (10%) of the number of units included in Phase 2 (including any fractional amounts) times (ii) Two Hundred Thousand (\$200,000) Dollars, which sum shall be paid to the City of Boston in seven (7) equal annual installments with the first payment due within thirty (30) days after the issuance by the City of Boston Inspectional Services Department (“ISD”) of a building permit (excluding, however, a permit for demolition only) for any portion of Phase 2 of the Lot 2 Development and the remaining six (6) annual installments due on the first through sixth anniversaries of said building permit. Said installments shall be made by certified checks made payable to the City of Boston. Said check must include a notification that it represents an IDP contribution payment and include the project name thereon and the number of the annual installment. The check shall be mailed to the following address:

Inclusionary Development Fund  
City of Boston  
M-35 Treasury Department  
One City Hall Square  
Boston, Massachusetts 02201

Any failure to make such payments in a timely manner shall be a default under this Agreement, and the defaulted payment, as well as any sums expended by the Authority in exercising its remedies hereunder to cure any breach of the Developer, shall bear interest at a rate of ten percent (10%) per annum from the due date or the date incurred, as applicable.

3. The IDP Housing Contribution for the Lot 3 Development. The Developer shall make a cash contribution to the IDP fund to be utilized for the preservation and/or creation of affordable housing in the City of Boston in the amount equal to the product of (i) the number of units equal to (A) ten percent (10%) of the number of units included in the Lot 3 Development (including any fractional amounts) times (ii) Two Hundred Thousand (\$200,000) Dollars, which sum shall be paid to the City of Boston in seven (7) equal annual installments with the first payment due within thirty (30) days after the issuance by the City of Boston Inspectional Services Department (“ISD”) of a building permit (excluding, however, a permit for demolition only) for any portion of the Lot 3 Development and the remaining six (6) annual installments due on the first through sixth anniversaries of said building permit. Said installments shall be made by certified checks made payable to the City of Boston. Said check must include a notification that it represents an IDP contribution payment and include the project name thereon and the number of the annual installment. The check shall be mailed to the following address:

Inclusionary Development Fund  
City of Boston  
M-35 Treasury Department  
One City Hall Square  
Boston, Massachusetts 02201

Any failure to make such payments in a timely manner shall be a default under this Agreement, and the defaulted payment, as well as any sums expended by the Authority in exercising its remedies hereunder to cure any breach of the Developer, shall bear interest at a rate of ten percent (10%) per annum from the due date or the date incurred, as applicable.

4. No Further Obligations of Developer. Upon the making of the IDP Contributions set forth in Sections 1, 2 and 3 hereof, the Developer shall have no further obligation under this Agreement, and this Agreement shall automatically terminate and be of no further force and effect.

5. 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 Authority.

6. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be amended only in a writing signed by Authority and Developer. This Agreement may be executed in counterparts which together, shall constitute but one original.

[Signatures on next page]

Executed as an instrument under seal as of the date first set forth above.

**Approved as to form:**

**BOSTON REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
E. Renee LeFevre, Esq.  
General Counsel  
Boston Redevelopment Authority

By: \_\_\_\_\_  
Brian P. Golden, Director

**MEPT/LMP Harrison/Albany Block LLC, a  
Massachusetts limited liability company**

**By: LMP Harrison/Albany Block LLC, a  
Massachusetts limited liability  
company, its Manager**

**By: LMP BMC Holding LLC, a  
Massachusetts limited liability  
company, its Manager**

By: \_\_\_\_\_  
Name: Eric B. Sheffels  
Title: Authorized Signatory

**Exhibit A**

**Legal Description**

Lots 2 and 3 shown on that certain plan entitled "Lot Consolidation and Subdivision Plan, 660 Harrison Avenue, 75 East Dedham Street & 575 Albany Street, Boston, MA" prepared by Feldman Land Surveyors, dated May 3, 2017 and recorded with the Suffolk County Registry of Deeds as Plan No. 470 of 2017.

**Exhibit B**

MARCH 2, 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  
MICHAEL CANNIZZO, SENIOR ARCHITECT/URBAN DESIGNER  
ALEXA PINARD, URBAN DESIGNER  
RAUL D. DUVERGE, PROJECT MANAGER

**SUBJECT:** PUBLIC HEARING TO CONSIDER THE DEVELOPMENT PLAN FOR  
PLANNED DEVELOPMENT AREA NO. 110, HARRISON ALBANY BLOCK  
DEVELOPMENT, SOUTH END

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**SUMMARY:** This Memorandum requests that the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency: (1) approve the Development Plan for Planned Development Area No. 110 Harrison Albany Block Development, South End, Boston (the "Development Plan"), pursuant to Section 80C of the Boston Zoning Code (the "Code"); (2) authorize the Director to petition the Boston Zoning Commission for approval of the Development Plan and the associated map amendment, pursuant to Sections 3-1A.a and 80C of the Code; (3) authorize the Director to issue a Preliminary Adequacy Determination waiving the requirement of further review pursuant to Section 80B-5.4(c)(iv) of the Code for the Harrison Albany Block project (the "Proposed Project"); (4) authorize the Director to issue one or more Certifications of Compliance or Partial Certifications of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code, upon successful completion of the Article 80 Large Project Review process; (5) authorize the Director to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project pursuant to Section 80C-8 of the Code, upon successful completion of the Article 80C Planned Development Area Review process; (6) authorize the Director to execute and deliver a



Cooperation Agreement, a Boston Residents Construction Employment Plan, an Affordable Rental Housing Agreement and Restriction ("ARHAR"), and any and all documents as the Director deems appropriate and necessary in connection with the Proposed Project and the Development Plan; (7) ratify the conveyance of Parcels 54H and 54G from Boston Medical Center Corporation to MEPT/LMP Gambro Building LLC by Quitclaim Deed dated December 18, 2014 and recorded with the Suffolk Registry of Deeds at Book 53863, Page 240; (8) adopt the attached Resolution entitled: "Resolution of the Boston Redevelopment Authority Re: Minor Modification to the South End Urban Renewal Plan, Project No. Mass. R-56, with respect to Parcels 47, 54G, 54H, 56 and 56A"; (9) approve all conveyances to affiliated entities of the Proponent required for the consolidation and subdivision of the parcels (as set forth in the Development Plan), which will ultimately result in the change in ownership of Parcels 54H-2 and 54G from MEPT/LMP Gambro Building LLC to MEPT/LMP Harrison/Albany Block LLC; and (10) authorize the Director to execute two Amended and Restated Land Disposition Agreements.

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## **PROJECT SITE**

The Proposed Project is located on an approximately 140,107 square-foot (approximately 3.1 acre) site bounded generally by East Dedham Street, Harrison Avenue, East Canton Street, and Albany Street in the South End neighborhood of Boston (the "Project Site"). Andrews Street, a public way connecting East Canton Street to East Dedham Street, is included in the Project Site. The underlying fee of Andrews Street is owned in fee simple by the Proponent. The Project Site is currently occupied by five (5) buildings, including one vacant former residential building (75 East Dedham Street), a vacant and fire-damaged former commercial building (575 Albany Street), and three (3) buildings (two of which are vacant) that include office, lab, and medical office and clinic use (600 Harrison - the "Gambro Building", 100 East Canton Street, and 123 East Dedham Street) as well as a large surface parking lot.

The Project Site is located within one quarter mile of several MBTA bus stops, serviced by multiple bus routes, including the Silver Line, and is located within one

(1) mile of MBTA Red Line (Broadway Station), Orange Line and Commuter Rail service (Back Bay Station).

### **DEVELOPMENT TEAM**

The development team includes:

Proponent/Developer: MEPT/LMP Harrison/Albany Block LLC  
MEPT/LMP Gambro Building LLC  
c/o Leggat McCall Properties LLC  
Mahmood Malihi, William Gause, Harry Nash, Sam Reiche

Architect: CBT Architects, Inc.  
Alfred Wojciechowski

Permitting  
Consultant: Epsilon Associates, Inc.  
Cindy Schlessinger, Geoff Starsiak

Legal Counsel: Goulston & Storrs  
Matthew Kiefer, Paul Momnie

Transportation  
Consultant: Howard/Stein- Hudson Associates  
Brian Beisel

### **DESCRIPTION AND PROGRAM**

MEPT/LMP Harrison/Albany Block LLC, a Delaware limited liability company, owns two of the three parcels of the Project Site, located at 75 East Dedham Street and 112 East Canton Street (the "Harrison/Albany Parcels"); MEPT/LMP Gambro Building LLC, a related entity, owns the third parcel of the Project Site located at 660 Harrison Avenue (the "Gambro Parcel"). Together, MEPT/LMP Harrison/Albany Block LLC and MEPT/LMP Gambro Building LLC are hereinafter collectively referred to as the "Proponent". The Proponent owns and seeks to redevelop the Project Site into a mixed-use development currently referred to as the "Harrison Albany Block" (the "Proposed Project"). The Proposed Project consists of the demolition of three (3) existing vacant buildings that currently occupy the Project Site (75 East Canton Street, 100 East Canton Street, and 123 East Dedham Street), the demolition of an addition attaching 575 Albany Street and 123 East Dedham Street, the renovation and expansion of the two (2) remaining buildings that currently occupy the site

(Gambro Building and 575 Albany Street), the construction of two (2) mixed-use buildings, and the construction of a below grade parking garage to support the Proposed Project.

The proposed design is based on four (4) main buildings each containing a mix of uses. Collectively the two (2) new mixed-use buildings, referred to as Buildings A and B in project plans, will include approximately six hundred (600) residential rental units, a portion of which may be artist live/work units, and approximately 8,600 square feet of ground floor retail and affordable cultural space between both structures. A two (2) level parking garage that will accommodate approximately six hundred-fifty (650) vehicles will be constructed beneath the two (2) new structures to support the Proposed Project. The existing three (3) story, 34,500 square-foot Gambro Building, located on the northwest corner of the Project Site, will be renovated and undergo an approximately 47,500 square-foot expansion/addition, for a total of approximately 82,000 square feet of new and renovated office/medical office and retail space. The existing five (5) story, approximately 45,500 square-foot building located at 575 Albany Street, on the southwest corner of the Project Site, will be renovated and undergo a one (1) story expansion/addition, and will ultimately include approximately fifty (50) residential rental units and approximately 5,200 square feet of ground floor retail space.

At full build out, the Proposed Project will consist of the following uses/components and approximate square footages:

Retail/Cultural: +/- 20,000 square feet

Residential: +/- 600,000 square feet

Office/Medical Office: +/- 78,000 square feet

The Proposed Project will contain up to 710,000 square feet of new and renovated above-grade Gross Floor Area (as defined in Article 2A of the Code). The Floor Area Ratio ("FAR") of the Proposed Project will not exceed 6.5, as calculated pursuant to the Code. Along East Canton Street, the Gambro Building, Building A and Building B will be set back 10 feet up to a height of 70 feet, and will be set back 20 feet above a height of 70 feet. Building A and Building B have a maximum building height of 120 feet. 575 Albany will have a maximum building height of 82 feet. The Gambro Building will have a maximum building height of 70 feet.

## ARTICLE 80 REVIEW PROCESS

On November 5, 2015, the Proponent filed a Letter of Intent ("LOI") in accordance with the BRA's policy regarding Provision of Mitigation by Development Projects in Boston. On November 12, 2015, letters soliciting nominations for the Impact Advisory Group ("IAG") were delivered to local and state elected officials. On January 27, 2016, the IAG was finalized with fifteen (15) members.

The Proponent filed a Project Notification Form ("PNF") for the Proposed Project on March 21, 2016, which initiated a thirty-day (30) public comment period with a closing date of April 19, 2016. Through mutual consent between the BRA and the Proponent, the comment period was extended until April 28, 2016. Notice of the receipt of the PNF by the BRA was published in the Boston Herald on March 21, 2016. The notice and PNF were sent to the City's public agencies/departments and elected officials. Additionally, copies of the PNF were sent to all IAG members.

Pursuant to Section 80B-5.3 of the Code, a Scoping Session was held on April 12, 2016 with the City's public agencies and elected officials to review and discuss the Proposed Project.

On August 9, 2016, the BRA issued a Scoping Determination pursuant to Section 80B-5 of the Code, in response to the PNF filed for the Proposed Project.

In response to the Scoping Determination, the Proponent filed a Draft Project Impact Report ("DPIR") on September 14, 2016, which initiated a seventy five (75) day public comment period with a closing date of December 1, 2017. Notice of the receipt of the DPIR by the BRA was published in the Boston Herald on September 15, 2016. The notice and DPIR were sent to the City's public agencies/departments and elected officials pursuant to Section 80A-2 of the Code. Additionally, copies of the DPIR were sent to all of the IAG members.

Pursuant to Section 80B-5.3 of the Code, a Scoping Session related to the DPIR was held on October 6, 2016, with representatives from the City's public agencies and elected officials during which the latest iteration of the Proposed Project was reviewed and discussed.

The Proponent subsequently filed a Development Plan on October 14, 2016, which initiated a forty-five (45) day public comment period with a closing date of December 1, 2016. Notice of the receipt of the Development Plan by the BRA was

published in the Boston Herald on October 18, 2016. The notice and Development Plan were sent to the City's public agencies/departments and elected officials. Additionally, copies of the Development Plan were sent to all of the IAG members.

On December 7, 2016, the Proposed Project was approved by the Boston Civic Design Commission ("BCDC").

All of the above noted project filings triggered a series of BRA-sponsored meetings with both the general public and the IAG in which the Proposed Project and its related components were discussed and reviewed. Below is a list of the BRA-sponsored public meetings that were held to date on the Proposed Project:

IAG Meeting: April 7, 2016  
IAG Meeting: June 8, 2016  
IAG Meeting: July 21, 2016  
IAG Meeting: October 4, 2016  
IAG Meeting: November 16, 2016  
IAG Meeting: December 13, 2016  
IAG Meeting: January 25, 2017  
Public Meeting: April 28, 2016  
Public Meeting: June 23, 2016  
Public Meeting: October 13, 2016  
Public Meeting: November 14, 2016

In addition to the above mentioned meetings, the Proponent also conducted community outreach and attended a series of meetings before and during the Article 80 review process with their abutters, local elected officials, local non-profit organizations, and nearby neighborhood civic associations including, but not limited to the Newmarket Business Association, Blackstone Franklin Square Neighborhood Association, Worcester Square Area Neighborhood, Old Dover Neighborhood Association, and Washington Gateway Main Streets to discuss the Proposed Project and solicit feedback.

## **ZONING**

The Project Site is located in the South End Neighborhood Zoning District and Economic Development Area ("EDA") South Subdistrict, under Article 64 of the Code. The Project Site is located in Restricted Parking and Groundwater Conservation Overlay Districts. Planned Development Areas are permitted in this zoning district.

To obtain the necessary zoning to allow for the Proposed Project, the Proponent submitted the Development Plan. In accordance with Sections 3-1A, 64-28 through 64-31 and 80C of the Code, the Development Plan sets forth information on the Proposed Project including the proposed location and appearance of structures, open spaces and landscaping, proposed uses, densities, heights, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures.

### **PUBLIC BENEFITS**

The Proposed Project will provide a number of public benefits to the immediate South End neighborhood and the City of Boston as a whole, which include:

- Redeveloping an underutilized property into a transit and pedestrian-oriented mixed-use development;
- New pedestrian and commercial activity along Albany Street, East Dedham Street, Harrison Avenue, and East Canton Street;
- Pedestrian access improvements including new landscaping and widened sidewalks in and around the Project Site;
- Approximately 2,600 square feet of affordable cultural space;
- Approximately 29,000 square feet of new publicly accessible and pedestrian-friendly open space, including a new pedestrian green connecting East Canton Street and East Dedham Street;
- The relocation and reconstruction of Andrews Street to include two lanes for traffic;
- Streetscape improvements to the south side of East Canton Street and north side of East Dedham Street;
- The creation of approximately six hundred fifty (650) residential rental units of which sixty five (65) or 10% of the total number of units will be restricted to households earning no more than 70% of the area median income;
- Approximately \$13,000,000 in payments to the Inclusionary Development Policy Fund;
- The construction of energy-efficient and environmentally friendly buildings that will be at a minimum be LEED silver certifiable;
- The creation of approximately 1,350 construction jobs and 290 permanent jobs;
- The installation of up to two (2) Hubway Stations in or around the Project Site; and
- Additional property tax revenue for the City of Boston.

Through collaboration with the Boston Transportation Department (“BTD”) and BRA staff, the Proponent has agreed to provide the following transportation mitigation measures:

- \$500,000 for short and long term transportation infrastructure improvements for the South End neighborhood;
- On-going parking garage utilization data;
- A minimum of four hundred eighty five (485) secure bicycle storage spaces for residents and employees as well as public bicycle racks throughout the Project Site
- Monthly and/or discounted nights and weekends vehicle garage spaces for neighborhood residents with a valid South End resident parking permit, subject to availability; and
- Parking during snow emergencies for neighborhood residents with a valid South End resident parking permit, subject to availability.

Through discussions with the IAG and members of the general public, the Proponent has agreed to create a \$350,000 public benefits fund through the BRA to provide support to neighborhood public amenities and non-profit organizations. The \$350,000 shall be paid as follows: \$87,500 prior to the issuance of the initial building permit for each of Building A and Building B in the Proposed Project, and \$87,500 prior to the issuance of the initial Certificate of Occupancy for each of Building A and Building B in the Proposed Project. A portion of the \$350,000 shall be used for the installation of at least one (1) Boston Police Department monitored surveillance camera in and around Franklin Square. The proposed public benefits funds will be managed by the BRA through a community benefits application that is compliant with BRA procedures.

### **INCLUSIONARY DEVELOPMENT POLICY**

The Proposed Project is subject to the Inclusionary Development Policy, dated September 27, 2007 (“IDP”). IDP requires that 15% of the market rate units within the development be designated as IDP units. In addition to the IDP, the Proposed Project is subject to the affordable housing requirements described in Article 64-29 of the Code, which requires that 20% of the residential units within projects with residential uses within a PDA be designated as affordable, or a combination of (a) affordable housing units in an amount equivalent to no less than ten percent (10%) of the units within the Proposed Project; and (b) a contribution to the Inclusionary Development Policy Fund (the “IDP Fund”) and/or off-site IDP units, equivalent to ten percent (10%) of the units within the Proposed Project. The

Proponent is meeting its commitment through the combination of on-site units and a contribution to the IDP Fund.

In this case, sixty five (65), or 10% of the six hundred fifty (650) residential rental units within the Proposed Project will be created as IDP/affordable units on-site (the "IDP Units"), made affordable to households earning no more than 70% of the Area Median Income as based upon the United States Department of Housing and Urban Development ("HUD") ("AMI").

The sizes and locations of the IDP Units will be determined upon completion of the final design and finalized in conjunction with BRA staff and outlined in the Affordable Rental Housing Agreement and Restriction ("ARHAR"), and rental prices and income limits will be adjusted according to BRA published maximum rents, as based on HUD AMIs, available at the time of the initial rental of the IDP Units.

The ARHAR must be executed along with, or prior to, issuance of a Certification(s) of Compliance. The Proponent will submit an Affirmative Marketing Plan (the "Plan") to the City of Boston Office of Fair Housing and Equity and the BRA. Preference for the IDP Units 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 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 BRA option to extend for an additional period of twenty (20) years). IDP Units must be comparable in size, design, and quality to the market rate units in the Proposed Project, and cannot be stacked or concentrated on the same floors. The bedroom counts of IDP Units should be consistent with the bedroom counts of the market rate units throughout the Proposed Project. Notwithstanding the foregoing, it is acknowledged that the IDP requirements of comparability and location may not apply to any artist live/work units which may be included in the Proposed Project.

In addition to the sixty five (65) designated IDP Units, the Proponent has agreed to make an IDP contribution for an additional sixty five (65) units, at a cost of \$200,000 per unit, totaling \$13,000,000. This contribution is to be made to the IDP Special Revenue Fund ("IDP Fund") managed by the City of Boston Department of



Neighborhood Development (“DND”). For each of Building A, Building B and 575 Albany, payments will be made in seven annual installments commencing within thirty (30) days following the issuance of the building permit for such building. The total contribution with respect to each building will be a proportion of the Project’s \$13,000,000 contribution equal to such building’s proportion of the total residential units within the Proposed Project. Combined, this contribution together with the sixty five (65) designated on-site IDP Units satisfies fully the IDP requirements pursuant to the September 27, 2007 IDP and the affordable housing requirements described in Article 64-29 of the Code.

### **MINOR MODIFICATION TO THE SOUTH END URBAN RENEWAL PLAN**

Parcel 47, Parcel 54G, Parcel 54H, Parcel 56 and Parcel 56A within the South End Urban Renewal Plan Area, Project No. Mass. R-56, are within the Project Site.

Table A entitled “Land Use and Building Requirements” in Section 602 of the South End Urban Renewal Plan sets forth the permitted land uses and other building requirements for the parcels. The current permitted use for Parcel 47 is Light Industrial. The current permitted uses for Parcel 54 and the subdivisions thereof are residential, institutional and commercial. The current permitted use for Parcel 56 and any subdivision thereof is Off Street Parking.

Since the Proposed Project provides for two (2) mixed-use buildings which will include residential and retail uses and a parking garage on the portion of the Project Site that contains Parcels 47, 54G, 54H-2 (a subdivided portion of 54H), 56, and 56A, the permitted uses for these parcels are being modified to residential, commercial and parking. The associated building requirements are also being modified.

The Proposed Project provides for an expansion/addition to the Gambro Building on the portion of the Project Site that includes Parcel 54H-1 (a subdivided portion of 54H). The Gambro Building and expansion/addition will contain office and retail uses. The permitted uses for Parcel 54H-1 are being modified to office, commercial and parking.

The modifications are more fully set forth in the attached resolution entitled “Resolution of the Boston Redevelopment Authority Re: Minor Modification to the South End Urban Renewal Plan, Project No. Mass. R-56, With Respect to Parcels 47, 54G, 54H, 56 and 56A.”

Section 1201 of the South End Urban Renewal Plan provides that minor modifications may be made at any time by the BRA when such modifications do not substantially or materially alter or change the South End Urban Renewal Plan. In the opinion of the General Counsel, the aforementioned proposed modifications are minor and do not substantially or materially alter or change the South End Urban Renewal Plan. BRA staff have determined that the foregoing modifications to the South End Urban Renewal Plan, and any proposed improvements undertaken pursuant thereto, will not result in significant damage to, or impairment of the environment, and further that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment. This modification may, therefore, be effected by vote of the Authority pursuant to Section 1201 of the Plan.

The Conciliation Agreement executed by the U. S. Department of Housing and Urban Development, the South End/Lower Roxbury Housing and Planning Coalition Coordinating Committee, the City of Boston, and the BRA executed in January, 2001 ("Conciliation Agreement") requires Public Notice and notice of all city and state elected officials whose districts contain the BRA parcels affected by such proposed modifications to the South End Urban Renewal Plan. The notice requirements of the Conciliation Agreement have been followed.

#### **LAND DISPOSITION AGREEMENTS**

The Project Site is restricted by three (3) Land Disposition Agreements. Parcels 47, 56 and 56A are restricted by a Land Disposition Agreement entered into by the BRA and New England Nuclear Corporation, dated April 13, 1977 and recorded with the Suffolk Registry of Deeds at Book 8946, Page 549. Parcel 54G is restricted by a Land Disposition Agreement entered into by the BRA and B. Ginsberg and Company, Inc., dated June 16, 1992 and recorded with the Suffolk Registry of Deeds at Book 17546, Page 10. Parcel 54H is restricted by a Land Disposition Agreement entered into by the BRA and Ren Centers of Massachusetts, Inc., dated August 18, 1993 and recorded with the Suffolk Registry of Deeds at Book 18452, Page 50.

An Amended and Restated Land Disposition Agreement will be entered into by the BRA and MEPT/LMP Harrison/Albany Block LLC which restricts Parcels 47, 54G, 54H-2, 56 and 56A. This Amended and Restated Land Disposition Agreement will include an incremental price formula for the change of Permitted Land Uses of Parcel 56A from off street parking to residential, commercial and parking. An Amended and Restated Land Disposition Agreement will be entered into by the BRA and MEPT/LMP Gambro Building LLC which restricts Parcel 54H-1 to office, commercial

and parking uses. Together, these Amended and Restated Land Disposition Agreements will allow the development of the Proposed Project.

### **RECOMMENDATIONS**

Based on the foregoing, the BRA staff recommends that the BRA Board: (1) approve the Development Plan pursuant to Section 80C of the Code; (2) authorize the Director to petition the Boston Zoning Commission for approval of the Development Plan and the associated map amendment pursuant to Sections 3-1A.a and 80C-6 of the Code; (3) authorize the Director to issue a Preliminary Adequacy Determination waiving the requirement of further review pursuant to Article 80, Section 80B-5.4(c)(iv) of the Code for the Proposed Project; (4) authorize the Director to issue one or more Certifications of Compliance or Partial Certifications of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code, upon successful completion of the Article 80 Large Project Review process; (5) authorize the Director to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project pursuant to Section 80C-8 of the Code, upon successful completion of the Article 80C Planned Development Area Review process; (6) execute and deliver a Cooperation Agreement, a Boston Residents Construction Employment Plan, an ARHAR and any and all other agreements and documents that the Director deems appropriate and necessary; (7) ratify the conveyance of Parcels 54H and 54G from Boston Medical Center Corporation to MEPT/LMP Gambro Building LLC by Quitclaim Deed dated December 18, 2014 and recorded with the Suffolk Registry of Deeds at Book 53863, Page 240; (8) adopt the attached Resolution entitled: "Resolution of the Boston Redevelopment Authority Re: Minor Modification to the South End Urban Renewal Plan, Project No. Mass. R-56, with respect to Parcels 47, 54G, 54H, 56 and 56A"; (9) approve all conveyances to affiliated entities of the Proponent required for the consolidation and subdivision of the parcels (as set forth in the Development Plan), which will ultimately result in the change in ownership of Parcels 54H-2 and 54G from MEPT/LMP Gambro Building LLC to MEPT/LMP Harrison/Albany Block LLC; and (10) authorize the Director to execute two Amended and Restated Land Disposition Agreements.

Appropriate votes follow:

**VOTED:** That, in connection with the Development Plan for Planned Development Area No. 110 Harrison Albany Block Development, South End, Boston ("Development Plan") describing the Harrison Albany

Block project (the "Proposed Project") presented at a public hearing duly held at the offices of the Boston Redevelopment Authority (the "BRA") on March 2, 2017, and after consideration of evidence presented at, and in connection with, the hearing on the Development Plan and the Proposed Project, the BRA finds that, in accordance with Section 80C of the Boston Zoning Code (the "Code"), that: (a) such Development Plan is not for a location or project for which Planned Development Areas are forbidden by the underlying zoning; (b) the Proposed Project in such Development Plan complies with the provisions of the underlying zoning that establish use, dimensional, design and other requirements for Proposed Projects in Planned Development Areas; (c) such Development Plan complies with any provisions of underlying zoning that establish planning and development criteria, including public benefits, for Planned Development Areas; (d) such Development Plan conforms to the plan for the district, subdistrict or similar geographic area in which the Planned Development Area is located, and to the general plan for the City as a whole; and (e) on balance, nothing in such Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens; and

**FURTHER  
VOTED:**

That the BRA approves, pursuant to Section 3-1.A.a and Section 80C of the Code, the Development Plan presented to the BRA at its public hearing on March 2, 2017, and the associated map amendment (the "Map Amendment") presented to the BRA Board at its public hearing on March 2, 2017; and

**FURTHER  
VOTED:**

That the Director be, and hereby is, authorized to petition the Boston Zoning Commission for approval of the Development Plan and the associated Map Amendment, pursuant to Section 3-1A.a and Section 80C of the Code, in substantial accord with the same, as presented to the BRA at its public hearing on March 2, 2017; and

**FURTHER  
VOTED:**

That the Director be, and hereby is, authorized to issue a Preliminary Adequacy Determination under Section 80B-5.4(c)(iv) of the Code, which: (i) finds that the Draft Project Impact Report filed on September

14, 2016 adequately describes the potential impacts arising from the Proposed Project, and provides sufficient mitigation measures to minimize these impacts; and (ii) waives further review of the Proposed Project under subsection 5 of Section 80B-5 of the Code, subject to continuing design review by the BRA; and

**FURTHER  
VOTED:**

That the Director be, and hereby is, authorized to issue one or more Certifications of Compliance or Partial Certifications of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code upon successful completion of the Article 80 Large Project Review process; and

**FURTHER  
VOTED:**

That the Director be, and hereby is, authorized to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project pursuant to Section 80C-8 of the Code, when appropriate; and

**FURTHER  
VOTED:**

That the Director be, and hereby is, authorized to execute and deliver a Cooperation Agreement, a Boston Residents Construction Employment Plan, an Affordable Rental Housing Agreement and Restriction, and any and all other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project and the Development Plan, all upon terms and conditions determined to be in the best interests of the BRA; and

**FURTHER  
VOTED:**

That the BRA hereby ratifies the conveyance of Parcels 54H and 54G from Boston Medical Center Corporation to MEPT/LMP Gambro Building LLC by Quitclaim Deed dated December 18, 2014 and recorded with the Suffolk Registry of Deeds at Book 53863, Page 240; and

**FURTHER**

**VOTED:** That the BRA hereby adopts the attached Resolution entitled: "Resolution of the Boston Redevelopment Authority Re: Minor Modification to the South End Urban Renewal Plan, Project No. Mass. R-56, with respect to Parcels 47, 54G, 54H, 56 and 56A;" and

**FURTHER**

**VOTED:** That the BRA hereby approves all conveyances to affiliated entities of the Proponent required for the consolidation and subdivision of the parcels (as set forth in the Development Plan), which will ultimately result in the change in ownership of Parcels 54H-2 and 54G from MEPT/LMP Gambro Building LLC to MEPT/LMP Harrison/Albany Block LLC; and

**FURTHER**

**VOTED:** That the Director be, and hereby is, authorized to execute (1) an Amended and Restated Land Disposition Agreement by and between the BRA and MEPT/LMP Harrison/Albany Block LLC in connection with Parcels 47, 54G, 54H-2, 56 and 56A, (2) an Amended and Restated Land Disposition Agreement by and between the BRA and MEPT/LMP Gambro Building LLC in connection with Parcel 54H-1, and (3) any and all documents and instruments in connection with said Amended and Restated Land Disposition Agreements, all upon terms and conditions determined to be in the best interests of the BRA.

**RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY**

**RE: MINOR MODIFICATION TO THE SOUTH END URBAN RENEWAL PLAN,  
PROJECT NO. MASS. R-56, WITH RESPECT TO PARCELS 47, 54G, 54H, 56  
AND 56A**

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WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56 (the "Plan"), was adopted by the Boston Redevelopment Authority (the "Authority") on September 23, 1965 and approved by the City Council of the City of Boston on December 6, 1965 (said plan, as previously modified, being herein referred to as the "Plan"); and

WHEREAS, Section 1201 of Chapter XII of the Plan, entitled "Modification and Termination," provides that the Plan may be modified at any time by the Authority without further approval provided that the proposed modifications do not substantially or materially alter or change the Plan; and

WHEREAS, it is the opinion of the Authority that the modification hereinafter provided with respect to Parcels 47, 54G, 54H, 56 and 56A in the South End Urban Renewal Area is consistent with the objectives of the Plan and is a minor modification which may be adopted within the discretion of the Authority pursuant to said Section 1201; and

WHEREAS, the Authority is cognizant of the requirements of Massachusetts General Laws Chapter 30, Sections 61 through 62H, as amended, and its implementing regulations (collectively "MEPA") with respect to minimizing and preventing damage to the environment.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:**

1. That pursuant to Section 1201 of Chapter XII of the Plan, that the Plan be, and hereby is, amended as follows:
  - (a) That Map No. 3 of the Plan, entitled "Reuse Parcels", is hereby modified by creating Parcels 47, 54G, 54H-1, 54H-2, 56 and 56A shown on the map attached hereto.
  - (a) That Map No. 2 of the Plan, entitled "Proposed Land Use," is hereby modified by setting the proposed land use of Parcels 47, 54G, 54H-2, 56 and 56A as residential, commercial, and parking and the proposed land use of Parcel 54H-1 as office, commercial and parking.
  - (b) That Chapter VI entitled "Land Use Building Requirements and Other Controls" Section 602, Table A, "Land Use and Building Requirements" is hereby modified by inserting the following with respect to Parcels 47, 54G, 54H-1, 54H-2, 56 and 56A:

Reuse Parcel Number	Permitted Land Use	Min. Set Back	Height In Ft. Min.	Height In Ft. Max	Max. Net Density	Min. Parking Ratio	Planning and Design Requirements
47	Residential, Commercial, and Parking	Z	NA	120	NA	Z	B,C,M
54H-1	Office, Commercial and Parking	Z	NA	70	NA	Z	B,C,M
54H-2	Residential, Commercial, and Parking	Z	NA	120	NA	Z	B,C,M
54G	Residential, Commercial, and Parking	Z	NA	120	NA	Z	B,C,M
56	Residential, Commercial, and Parking	Z	NA	120	NA	Z	B, C, M
56A	Residential, Commercial, and Parking	Z	NA	120	NA	Z	B, C, M

2. That this modification is found to be a minor modification, which does not substantially or materially alter or change the Plan.
3. That all other provisions of the Plan not inconsistent herewith be, and hereby are, continued in full force and effect.
4. That it is hereby found and determined pursuant to the MEPA that the foregoing modification of the Plan, and any proposed development undertaken pursuant thereto, will not result in significant damage to or impairment of the environment, and further that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.
5. That the Director be, and hereby is, authorized and directed to proclaim by certificate these minor modifications of the Plan, all in accordance with the provisions of the Urban Renewal Handbook, RHM7207.1, Circular dated August 1974, if applicable.





Map No. 3

Reuse Parcels

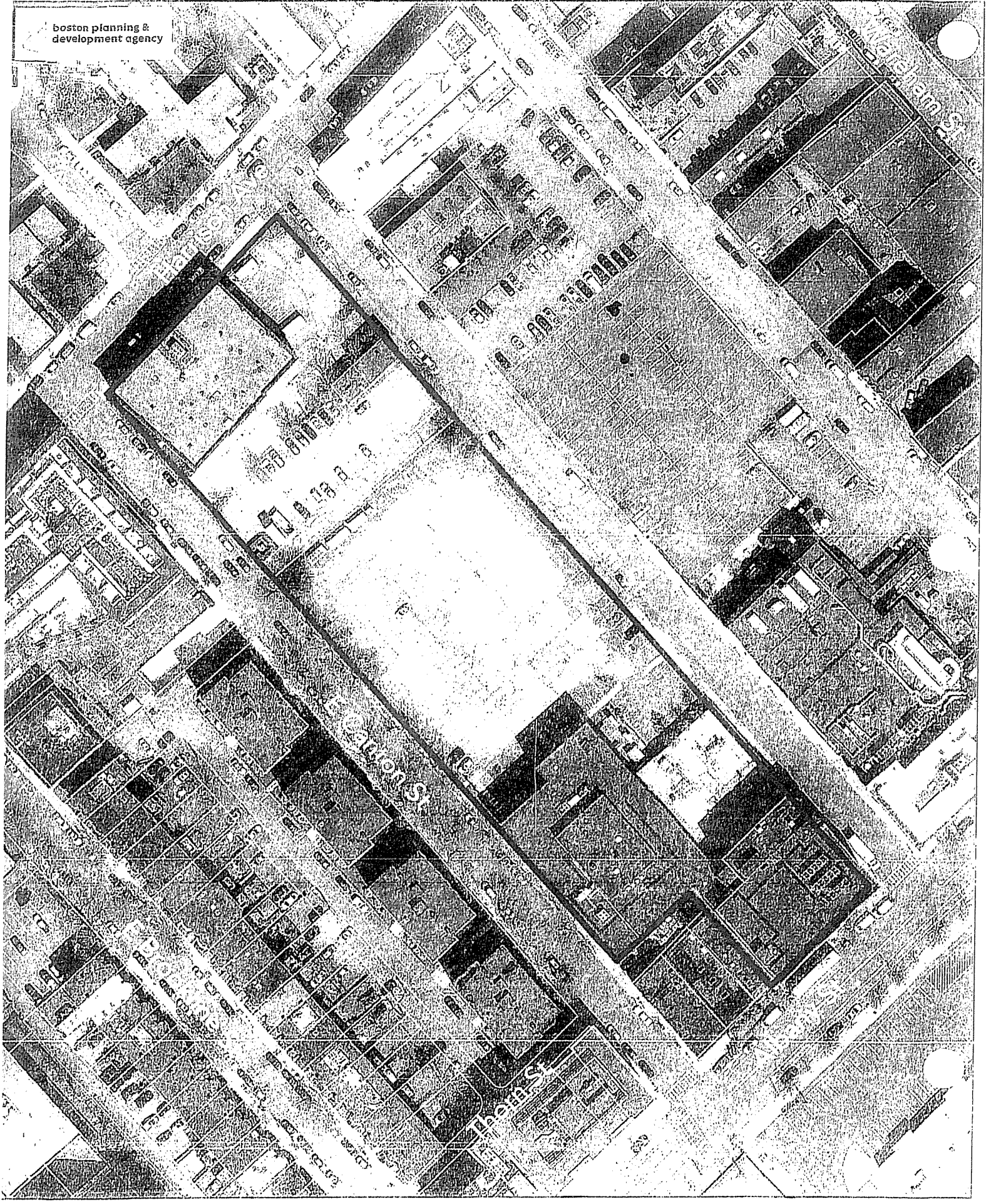
South End Urban Renewal Plan,  
Project No. Mass. R-56

# Harrison Albany Block, South End

2014 Aerial



boston planning & development agency

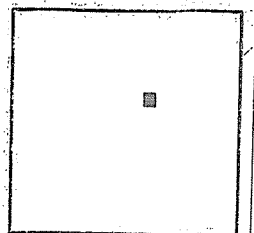
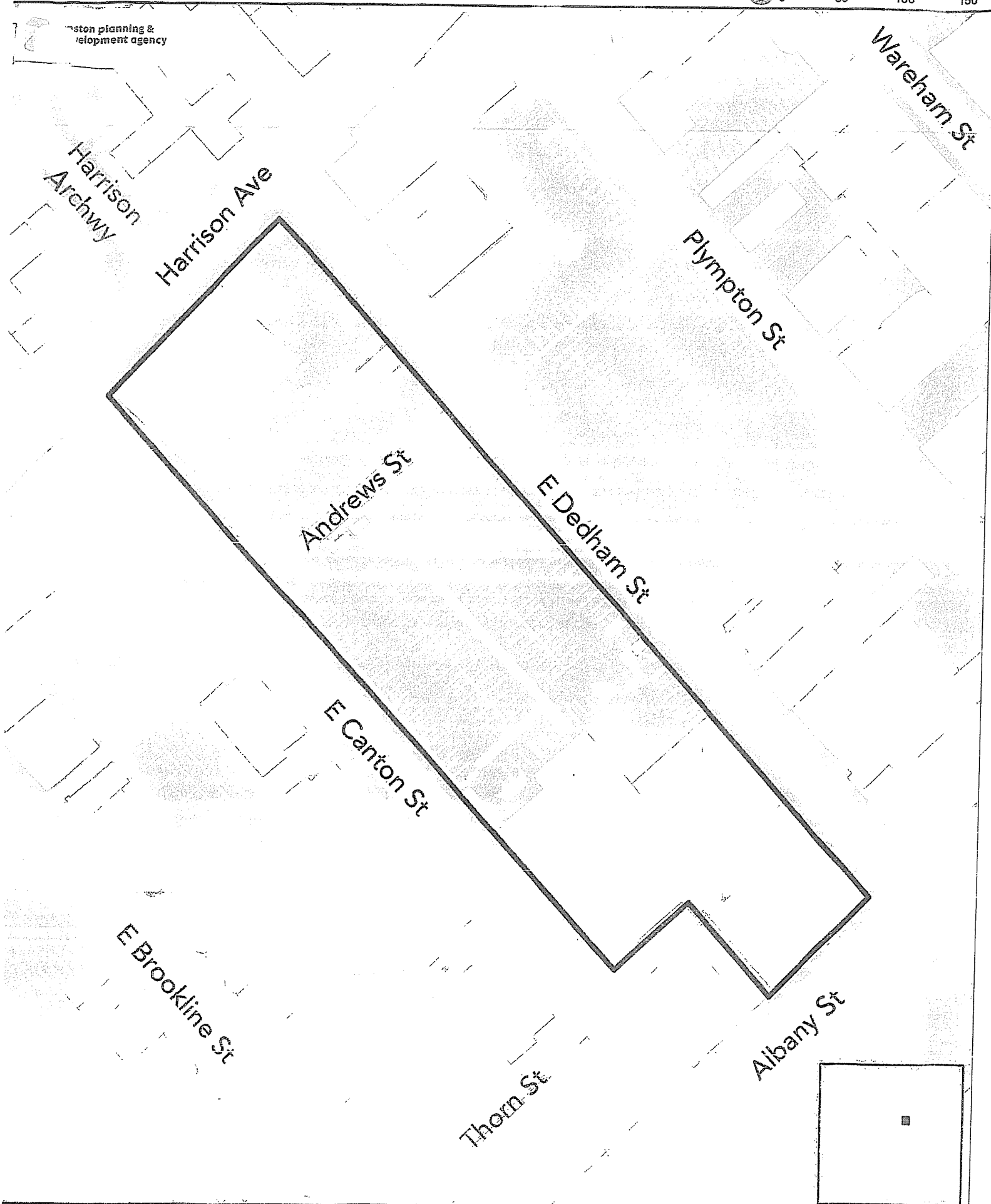




# Harrison Albany Block, South End



Boston planning & development agency



**Exhibit C**

Grantor: MEPT/LMP Harrison/Albany Block LLC  
Grantee: Boston Redevelopment Authority d/b/a Boston Planning & Development Agency

**AFFORDABLE RENTAL HOUSING AGREEMENT AND RESTRICTION  
(WITH ARTIST AFFORDABLE UNITS)  
FOR PHASE 1 OF LOT 2  
HARRISON ALBANY BLOCK  
EAST CANTON STREET  
BOSTON, MASSACHUSETTS**

This Affordable Rental Housing Agreement and Restriction (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 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 an address of One City Hall Square, Boston, Massachusetts 02201-1007, together with its successors and assigns (the "BRA" or "Grantee") and **MEPT/LMP HARRISON/ALBANY BLOCK LLC**, a Delaware limited liability company, having an address at c/o Leggat McCall Properties LLC, 10 Post Office Square, Boston, Massachusetts 02210 its successors and assigns (the "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 Grantor intends to construct the Project (as defined herein) on the Premises (as defined herein); and

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

**WHEREAS**, on March 2, 2017 the BRA approved the Harrison Albany Block Project (the "**Harrison Albany Block Project**") proposed by Grantor (as defined herein) and authorized the Director to execute an Affordable Rental Housing Agreement and Restriction in connection with the Harrison Albany Block Project. The Board

Memorandum and votes of the BRA are attached hereto as **Exhibit B** (the "BRA Board Memo"); and

**WHEREAS**, the Grantor recognizes the need for affordable housing units in the City of Boston and, in compliance with Section 64-29 of the Boston Zoning Code and a certain Executive Order of Mayor Thomas M. Menino entitled "An Order Relative to Affordable Housing" dated February 29, 2000, as amended by (i) the Executive Order of Mayor Thomas M. Menino entitled "An Order Relative to the Affordable Housing Cost Factor" dated February 3, 2005, (ii) the Executive Order of Mayor Thomas M. Menino entitled "An Order Relative to the Inclusionary Development Policy" dated May 16, 2006, and (iii) an Executive Order of Mayor Thomas M. Menino entitled "An Order Relative to the Inclusionary Development Policy's Income Policy" dated September 27, 2007 (the "Inclusionary Development Policy"), the Grantor has agreed to provide thirty (30) residential rental IDP Units (as defined herein) within Phase 1 of the Harrison Albany Block Project to be built on the Premises, of which eight (8) will be Artist IDP Units (as defined herein) and twenty-two (22) will be Non-Artist IDP Units (as defined herein); 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 the 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 affordable rental housing, an Affordable Rental Housing Restriction, as hereinafter described (the "Affordable Rental Housing Restriction").

(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 BRA 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 Affordable Rental Housing 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 Affordable Rental Housing 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 Affordable Rental Housing Restriction runs with the land for the Term of the Affordable Rental Housing Restriction, 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, Project or portion thereof provides that such conveyance is subject to this Affordable Rental Housing 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 BRA to the Grantor upon request.

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

(c) "Agreement" shall mean this Affordable Rental Housing Agreement and Restriction.

(d) "Area Median Income" shall mean the median household income for the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR 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 BRA. If HUD discontinues publication of median household income statistics, then the BRA shall designate another comparable measure of Household income.

(e) “Artist” shall mean a person who has received an Artist Certificate from the BRA or the City of Boston.

(f) “Artist Certificate” shall mean a letter from the BRA or the City of Boston to an artist that confirms that the artist has submitted a satisfactory City of Boston Artist Space Initiative Certification Application Form, has been reviewed by the BRA/City of Boston’s Artist Peer Review Panel, and has been “certified” by such Artist Peer Review Panel as a working artist.

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

(h) “Artist Household” shall mean a Household that contains an Artist (as defined herein).

(i) “Artist IDP Units” shall mean the eight (8) rental units identified and described as “Artist Live/Work” in **Exhibit C** attached hereto and incorporated herein and further described herein, which are to be rented to Artist Eligible Households, as defined herein and as set forth in this Agreement.

(j) “BRA” 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.

(k) “Effective Date” shall be the date of the recording of this Agreement with the Suffolk Registry of Deeds, which shall be within five (5) days after the issuance of a certificate of occupancy for the first IDP Unit by the City of Boston Inspectional Services Department (“ISD”).

(l) “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 BRA's eligibility requirements as set forth in the Affidavit of Eligibility.

(m) “Household” shall mean all persons who reside or intend to reside together in an IDP Unit.

(n) “HUD” shall mean the United States Department of Housing and Urban Development.



(o) “IDP Units” shall mean the Non-Artist IDP Units and the Artist IDP Units.

(p) “Maximum Affordable Rent” shall mean with respect to the IDP Units, the rental amount for such unit approved by the BRA, which is the maximum rent Grantor may charge for the IDP Units, as adjusted annually by the BRA. A listing of the Maximum Affordable Rents for the year 2017, which listing shall be updated annually by the BRA and provided on its website, 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.

(q) “Non-Artist IDP Units” shall mean the twenty-two (22) rental units identified and described in Exhibit C attached hereto and incorporated herein, which are to be rented to Eligible Households, as defined herein and as set forth in this Agreement.

(r) “Principal Residence Affidavit” shall mean a certification by a tenant of the Project that an IDP Unit occupied or to be occupied by an Eligible Household is the principal place of residence of all members of the Household. An example of the same is annexed hereto as Exhibit E and a current version will be made available by the BRA to the Grantor upon request.

(s) “Premises” shall mean that certain parcel of land located at 83-93 East Dedham Street, Boston, Massachusetts, as more particularly described in Exhibit A attached hereto; provided however, that in the event that the Premises are subdivided or submitted to a primary condominium regime, the term “Premises” shall thereafter refer only to the parcel and/or condominium unit containing the residential rental units within the Project.

(t) “Project” shall mean the construction on the Premises of Phase 1 of the Harrison Albany Block Project, which Phase 1 comprises one (1) new mixed-use building containing approximately 299 residential rental units, commercial space and affordable cultural space, built atop a two-level below-grade parking garage with space for up to 650 vehicles.

(u) “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 such payments as (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, pet fees, or other fees under the general category as amenity fees.

(v) “Term of the Affordable Rental Housing Restriction” shall mean the fifty (50) year period, in accordance with Section 1(b) of this Agreement, commencing on the Effective Date.

(w) “Unit” shall mean a residential dwelling unit in the Project.

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 Affordable Rental Housing Restriction is to assure that certain residential units of the Premises will be retained as income-restricted rental housing for occupancy by Eligible Households and Artist Eligible Households, all 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 Owner hereby covenants and agrees with the Grantee that during the Term of this Agreement:

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

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

(d) 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 Office of Fair Housing and Equity (“OFHE”) and the BRA (the “Marketing Plan”), and shall secure the OFHE’s and the BRA’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 Non-Artist IDP 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 BRA that are in effect at the time of the marketing of each IDP Unit. The approved Marketing Plan and the approved tenant selection plan shall be adhered to in every respect.

Under the Marketing Plan, the Owner shall give preference in the rental of each Artist IDP Unit to the following types of Artist 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 BRA that are in effect at the time of the marketing of each IDP Unit. The approved Marketing Plan and the approved tenant selection plan shall be adhered to in every respect.

(e) As a condition to occupancy of the Non-Artist IDP Units, each (tenant or) person(s), eighteen (18) years of age or older, who is intended to be a member of an Eligible Household, shall then be required to sign and deliver to the Owner the Affidavit of Eligibility and a Principal Residence Affidavit, examples of which are attached hereto as **Exhibits D** and **E**.

As a condition to occupancy of the Artist IDP Units, each (tenant or) person(s), eighteen (18) years of age or older, who is intended to be a member of an Eligible Household, shall then be required to sign and deliver to the Owner the Affidavit of Eligibility and a Principal Residence Affidavit, examples of which are attached hereto as **Exhibits D** and **E**. In addition, as a condition to occupancy of the Artist IDP Units, each (tenant or) person(s), eighteen (18) years of age or older, who is intended to be an Artist Eligible Household must submit an Artist Certificate prior to the lease execution of each Artist IDP Unit.

(f) The monthly Rent for an IDP Unit leased to an Eligible Household or Artist Eligible Household shall not exceed the Maximum Affordable Rent. Provided the Grantor is in compliance with this Agreement, the Rent for an IDP Unit may be increased up to the BRA 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 BRA 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.

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

(h) The determination of whether a Household continues to meet the definition of an Eligible Household or Artist 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.

(i) Any IDP Units occupied by a Household that is an Eligible Household or Artist Eligible Household at the commencement of occupancy shall continue to be treated as if occupied by an Eligible Household or Artist Eligible Household unless such 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 or Artist Eligible Household as of the date of initial occupancy shall be considered an Eligible Household or Artist Household unless such Household's income shall subsequently exceed one-hundred and ten percent (110%) of the Area Median Income.

(j) Should an IDP Unit continue to be occupied by a Household that has ceased to qualify as an Eligible Household or Artist 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 Unit at the termination of the tenancy. The Owner shall maintain an updated list of all of the IDP Units in the Project and shall furnish a copy of the same to the BRA upon written request.

(k) All leases 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 tenants 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 IDP 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 or Artist Eligible Household as set forth in Section 4(i) 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; or (iv) 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 IDP 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.

(l) 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, gender identity or expression, age, disability, 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 notice, any duly authorized representative of the BRA to inspect any books and records of the Owner regarding the Project, which pertain to compliance with this Agreement. At the BRA'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 BRA 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 request from the BRA, the Owner shall provide to the BRA annual reports consisting of certifications regarding size, head of household characteristics, rents charged, and the annual and monthly gross and adjusted income of each Household occupying an IDP Unit at the Project. In addition to the foregoing, Owner shall keep such additional records and prepare and submit to the BRA such additional reports as the BRA may deem necessary to ensure compliance with the requirements of this Affordable Rental Housing Restriction.

(c) Annually as part of the annual reports required under this section, Owner shall submit to the BRA a proposed schedule of monthly rents and monthly allowances for utilities and services 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) days after the issuance of a certificate of occupancy for the first IDP Unit by ISD, the Owner shall cause this Agreement to be recorded in the Suffolk County Registry of Deeds and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall promptly transmit to the BRA evidence of the recording including the date and instrument number or book and page numbers. The BRA 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, and binding upon the Owner's successors in title and all subsequent owners and operators of the Project; (ii) are not merely personal covenants of the Owner; and (iii) shall bind the Owner (with the benefits inuring to the BRA) 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 Affordable Rental Housing Restriction shall be in gross and shall be assignable by the BRA. The Owner and the BRA intend that the restrictions arising hereunder take effect upon the Effective Date. To the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the Effective Date 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 BRA.**

(a) The BRA 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 BRA.

(b) The BRA hereby authorizes the Director of the BRA to take any action hereunder on behalf of the BRA (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 BRA.

(c) The BRA shall provide annually, on its website the list of maximum allowed rents used to determine the Maximum Affordable Rents for the IDP Units, which rents shall be based upon the annual update of rents for similar income-restricted 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 BRA 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 that provides a receipt for delivery, at the following addresses unless otherwise designated by written notice to the other party:

- If to the Owner: MEPT/LMP Harrison/ Albany Block LLC  
c/o Leggat McCall Properties LLC  
10 Post Office Square  
Boston, MA 02210  
Attn: Sam Reiche
- with a copy to: Goulston & Storrs PC  
400 Atlantic Avenue  
Boston, MA 02110  
Attn: Matthew Kiefer, Esq.
- and with a copy to: Bentall Kennedy (U.S.) Limited Partnership  
7315 Wisconsin Avenue, Suite 200 West  
Bethesda, MD 20814  
Attn: Senior Vice President - Asset Management
- and with a copy to: McNaul Ebel Nawrot & Helgren PLLC  
600 University Street, Suite 2700  
Seattle, WA 98101  
Attn: Marc O. Winters
- If to Grantee: Boston Redevelopment Authority  
d/b/a Boston Planning & Development Agency  
One City Hall Square  
Boston, Massachusetts 02201-1007  
Attn: Director



with a copy to: Boston Redevelopment Authority  
d/b/a Boston Planning & Development Agency  
One City Hall Square  
Boston, Massachusetts 02201-1007  
Attn: General Counsel

and with a copy to: Boston Redevelopment Authority  
d/b/a Boston Planning & Development Agency  
One City Hall Square  
Boston, Massachusetts 02201-1007  
Attn: Deputy Director for Housing

**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 BRA. Upon any such amendment, the Owner shall cause such amendment to be recorded in the Suffolk County Registry of Deeds and shall pay all fees and charges incurred in connection therewith. Upon such recording, the Owner shall promptly transmit to the BRA evidence of the recording including the date and instrument number or deed 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 BRA 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; Limitation of Liability.**

(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, any mortgagees of the Premises) 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, employee, agent or the like 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 BRA, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 19. No Documentary Stamps Required.**

No documentary stamps are required, as this Affordable Rental Housing Restriction is not being purchased by the BRA.

*[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

Approved as to Form:

\_\_\_\_\_  
E. Renee LeFevre  
General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned notary public, personally appeared Brian P. Golden, Director of the Boston Redevelopment Authority d/b/a 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 he signed it voluntarily for its stated purpose as Director of the Boston Redevelopment Authority.

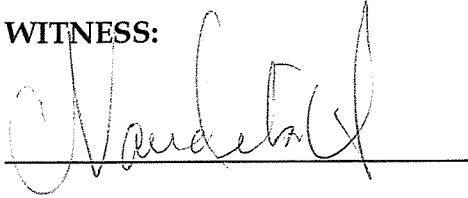
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

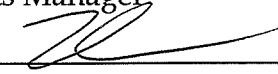
MEPT/LMP Harrison/Albany Block LLC, a  
Massachusetts limited liability company

By: LMP Harrison/Albany Block LLC, a  
Massachusetts limited liability company, its  
Manager

WITNESS:

  
\_\_\_\_\_

By: LMP BMC Holding LLC, a  
Massachusetts limited liability  
company, its Manager

By:   
Name: Eric B. Sheffels  
Title: Authorized Signatory

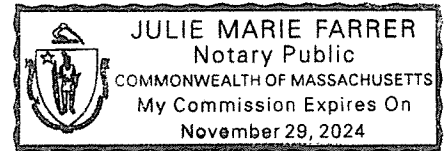
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 18 day of December, 2017, before me, the undersigned notary public, personally appeared, Eric B. Sheffels, Authorized Signatory of LMP BMC Holding, LLC, the Manager of LMP Harrison/Albany Block LLC, the Manager of MEPT/LMP Harrison Albany Block 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.



\_\_\_\_\_  
Notary Public  
My Commission Expires:  
(Official Signature and Seal of Notary)



- Exhibits: A - Description of Premises  
B - Board Memoranda  
C - IDP Units and Maximum Affordable Rent  
D - Affidavit of Eligibility  
E - Principal Residence Affidavit

MEMORANDUM

MARCH 2, 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  
MICHAEL CANNIZZO, SENIOR ARCHITECT/URBAN DESIGNER  
ALEXA PINARD, URBAN DESIGNER  
RAUL D. DUVERGE, PROJECT MANAGER

**SUBJECT:** PUBLIC HEARING TO CONSIDER THE DEVELOPMENT PLAN FOR  
PLANNED DEVELOPMENT AREA NO. 110, HARRISON ALBANY BLOCK  
DEVELOPMENT, SOUTH END

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**SUMMARY:** This Memorandum requests that the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency: (1) approve the Development Plan for Planned Development Area No. 110 Harrison Albany Block Development, South End, Boston (the "Development Plan"), pursuant to Section 80C of the Boston Zoning Code (the "Code"); (2) authorize the Director to petition the Boston Zoning Commission for approval of the Development Plan and the associated map amendment, pursuant to Sections 3-1A.a and 80C of the Code; (3) authorize the Director to issue a Preliminary Adequacy Determination waiving the requirement of further review pursuant to Section 80B-5.4(c)(iv) of the Code for the Harrison Albany Block project (the "Proposed Project"); (4) authorize the Director to issue one or more Certifications of Compliance or Partial Certifications of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code, upon successful completion of the Article 80 Large Project Review process; (5) authorize the Director to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project pursuant to Section 80C-8 of the Code, upon successful completion of the Article 80C Planned Development Area Review process; (6) authorize the Director to execute and deliver a

Cooperation Agreement, a Boston Residents Construction Employment Plan, an Affordable Rental Housing Agreement and Restriction (“ARHAR”), and any and all documents as the Director deems appropriate and necessary in connection with the Proposed Project and the Development Plan; (7) ratify the conveyance of Parcels 54H and 54G from Boston Medical Center Corporation to MEPT/LMP Gambro Building LLC by Quitclaim Deed dated December 18, 2014 and recorded with the Suffolk Registry of Deeds at Book 53863, Page 240; (8) adopt the attached Resolution entitled: “Resolution of the Boston Redevelopment Authority Re: Minor Modification to the South End Urban Renewal Plan, Project No. Mass. R-56, with respect to Parcels 47, 54G, 54H, 56 and 56A”; (9) approve all conveyances to affiliated entities of the Proponent required for the consolidation and subdivision of the parcels (as set forth in the Development Plan), which will ultimately result in the change in ownership of Parcels 54H-2 and 54G from MEPT/LMP Gambro Building LLC to MEPT/LMP Harrison/Albany Block LLC; and (10) authorize the Director to execute two Amended and Restated Land Disposition Agreements.

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## **PROJECT SITE**

The Proposed Project is located on an approximately 140,107 square-foot (approximately 3.1 acre) site bounded generally by East Dedham Street, Harrison Avenue, East Canton Street, and Albany Street in the South End neighborhood of Boston (the “Project Site”). Andrews Street, a public way connecting East Canton Street to East Dedham Street, is included in the Project Site. The underlying fee of Andrews Street is owned in fee simple by the Proponent. The Project Site is currently occupied by five (5) buildings, including one vacant former residential building (75 East Dedham Street), a vacant and fire-damaged former commercial building (575 Albany Street), and three (3) buildings (two of which are vacant) that include office, lab, and medical office and clinic use (600 Harrison – the “Gambro Building”, 100 East Canton Street, and 123 East Dedham Street) as well as a large surface parking lot.

The Project Site is located within one quarter mile of several MBTA bus stops, serviced by multiple bus routes, including the Silver Line, and is located within one

(1) mile of MBTA Red Line (Broadway Station), Orange Line and Commuter Rail service (Back Bay Station).

### DEVELOPMENT TEAM

The development team includes:

Proponent/Developer: MEPT/LMP Harrison/Albany Block LLC  
MEPT/LMP Gambro Building LLC  
c/o Leggat McCall Properties LLC  
Mahmood Malihi, William Gause, Harry Nash, Sam Reiche

Architect: CBT Architects, Inc.  
Alfred Wojciechowski

Permitting  
Consultant: Epsilon Associates, Inc.  
Cindy Schlessinger, Geoff Starsiak

Legal Counsel: Goulston & Storrs  
Matthew Kiefer, Paul Momnie

Transportation  
Consultant: Howard/Stein- Hudson Associates  
Brian Beisel

### DESCRIPTION AND PROGRAM

MEPT/LMP Harrison/Albany Block LLC, a Delaware limited liability company, owns two of the three parcels of the Project Site, located at 75 East Dedham Street and 112 East Canton Street (the "Harrison/Albany Parcels"); MEPT/LMP Gambro Building LLC, a related entity, owns the third parcel of the Project Site located at 660 Harrison Avenue (the "Gambro Parcel"). Together, MEPT/LMP Harrison/Albany Block LLC and MEPT/LMP Gambro Building LLC are hereinafter collectively referred to as the "Proponent". The Proponent owns and seeks to redevelop the Project Site into a mixed-use development currently referred to as the "Harrison Albany Block" (the "Proposed Project"). The Proposed Project consists of the demolition of three (3) existing vacant buildings that currently occupy the Project Site (75 East Canton Street, 100 East Canton Street, and 123 East Dedham Street), the demolition of an addition attaching 575 Albany Street and 123 East Dedham Street, the renovation and expansion of the two (2) remaining buildings that currently occupy the site



(Gambro Building and 575 Albany Street), the construction of two (2) mixed-use buildings, and the construction of a below grade parking garage to support the Proposed Project.

The proposed design is based on four (4) main buildings each containing a mix of uses. Collectively the two (2) new mixed-use buildings, referred to as Buildings A and B in project plans, will include approximately six hundred (600) residential rental units, a portion of which may be artist live/work units, and approximately 8,600 square feet of ground floor retail and affordable cultural space between both structures. A two (2) level parking garage that will accommodate approximately six hundred-fifty (650) vehicles will be constructed beneath the two (2) new structures to support the Proposed Project. The existing three (3) story, 34,500 square-foot Gambro Building, located on the northwest corner of the Project Site, will be renovated and undergo an approximately 47,500 square-foot expansion/addition, for a total of approximately 82,000 square feet of new and renovated office/medical office and retail space. The existing five (5) story, approximately 45,500 square-foot building located at 575 Albany Street, on the southwest corner of the Project Site, will be renovated and undergo a one (1) story expansion/addition, and will ultimately include approximately fifty (50) residential rental units and approximately 5,200 square feet of ground floor retail space.

At full build out, the Proposed Project will consist of the following uses/components and approximate square footages:

Retail/Cultural: +/- 20,000 square feet

Residential: +/- 600,000 square feet

Office/Medical Office: +/- 78,000 square feet

The Proposed Project will contain up to 710,000 square feet of new and renovated above-grade Gross Floor Area (as defined in Article 2A of the Code). The Floor Area Ratio ("FAR") of the Proposed Project will not exceed 6.5, as calculated pursuant to the Code. Along East Canton Street, the Gambro Building, Building A and Building B will be set back 10 feet up to a height of 70 feet, and will be set back 20 feet above a height of 70 feet. Building A and Building B have a maximum building height of 120 feet. 575 Albany will have a maximum building height of 82 feet. The Gambro Building will have a maximum building height of 70 feet.

## ARTICLE 80 REVIEW PROCESS

On November 5, 2015, the Proponent filed a Letter of Intent ("LOI") in accordance with the BRA's policy regarding Provision of Mitigation by Development Projects in Boston. On November 12, 2015, letters soliciting nominations for the Impact Advisory Group ("IAG") were delivered to local and state elected officials. On January 27, 2016, the IAG was finalized with fifteen (15) members.

The Proponent filed a Project Notification Form ("PNF") for the Proposed Project on March 21, 2016, which initiated a thirty-day (30) public comment period with a closing date of April 19, 2016. Through mutual consent between the BRA and the Proponent, the comment period was extended until April 28, 2016. Notice of the receipt of the PNF by the BRA was published in the Boston Herald on March 21, 2016. The notice and PNF were sent to the City's public agencies/departments and elected officials. Additionally, copies of the PNF were sent to all IAG members.

Pursuant to Section 80B-5.3 of the Code, a Scoping Session was held on April 12, 2016 with the City's public agencies and elected officials to review and discuss the Proposed Project.

On August 9, 2016, the BRA issued a Scoping Determination pursuant to Section 80B-5 of the Code, in response to the PNF filed for the Proposed Project.

In response to the Scoping Determination, the Proponent filed a Draft Project Impact Report ("DPIR") on September 14, 2016, which initiated a seventy five (75) day public comment period with a closing date of December 1, 2017. Notice of the receipt of the DPIR by the BRA was published in the Boston Herald on September 15, 2016. The notice and DPIR were sent to the City's public agencies/departments and elected officials pursuant to Section 80A-2 of the Code. Additionally, copies of the DPIR were sent to all of the IAG members.

Pursuant to Section 80B-5.3 of the Code, a Scoping Session related to the DPIR was held on October 6, 2016, with representatives from the City's public agencies and elected officials during which the latest iteration of the Proposed Project was reviewed and discussed.

The Proponent subsequently filed a Development Plan on October 14, 2016, which initiated a forty-five (45) day public comment period with a closing date of December 1, 2016. Notice of the receipt of the Development Plan by the BRA was

published in the Boston Herald on October 18, 2016. The notice and Development Plan were sent to the City's public agencies/departments and elected officials. Additionally, copies of the Development Plan were sent to all of the IAG members.

On December 7, 2016, the Proposed Project was approved by the Boston Civic Design Commission ("BCDC").

All of the above noted project filings triggered a series of BRA-sponsored meetings with both the general public and the IAG in which the Proposed Project and its related components were discussed and reviewed. Below is a list of the BRA-sponsored public meetings that were held to date on the Proposed Project:

IAG Meeting: April 7, 2016  
IAG Meeting: June 8, 2016  
IAG Meeting: July 21, 2016  
IAG Meeting: October 4, 2016  
IAG Meeting: November 16, 2016  
IAG Meeting: December 13, 2016  
IAG Meeting: January 25, 2017  
Public Meeting: April 28, 2016  
Public Meeting: June 23, 2016  
Public Meeting: October 13, 2016  
Public Meeting: November 14, 2016

In addition to the above mentioned meetings, the Proponent also conducted community outreach and attended a series of meetings before and during the Article 80 review process with their abutters, local elected officials, local non-profit organizations, and nearby neighborhood civic associations including, but not limited to the Newmarket Business Association, Blackstone Franklin Square Neighborhood Association, Worcester Square Area Neighborhood, Old Dover Neighborhood Association, and Washington Gateway Main Streets to discuss the Proposed Project and solicit feedback.

## **ZONING**

The Project Site is located in the South End Neighborhood Zoning District and Economic Development Area ("EDA") South Subdistrict, under Article 64 of the Code. The Project Site is located in Restricted Parking and Groundwater Conservation Overlay Districts. Planned Development Areas are permitted in this zoning district.

To obtain the necessary zoning to allow for the Proposed Project, the Proponent submitted the Development Plan. In accordance with Sections 3-1A, 64-28 through 64-31 and 80C of the Code, the Development Plan sets forth information on the Proposed Project including the proposed location and appearance of structures, open spaces and landscaping, proposed uses, densities, heights, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures.

### **PUBLIC BENEFITS**

The Proposed Project will provide a number of public benefits to the immediate South End neighborhood and the City of Boston as a whole, which include:

- Redeveloping an underutilized property into a transit and pedestrian-oriented mixed-use development;
- New pedestrian and commercial activity along Albany Street, East Dedham Street, Harrison Avenue, and East Canton Street;
- Pedestrian access improvements including new landscaping and widened sidewalks in and around the Project Site;
- Approximately 2,600 square feet of affordable cultural space;
- Approximately 29,000 square feet of new publicly accessible and pedestrian-friendly open space, including a new pedestrian green connecting East Canton Street and East Dedham Street;
- The relocation and reconstruction of Andrews Street to include two lanes for traffic;
- Streetscape improvements to the south side of East Canton Street and north side of East Dedham Street;
- The creation of approximately six hundred fifty (650) residential rental units of which sixty five (65) or 10% of the total number of units will be restricted to households earning no more than 70% of the area median income;
- Approximately \$13,000,000 in payments to the Inclusionary Development Policy Fund;
- The construction of energy-efficient and environmentally friendly buildings that will be at a minimum be LEED silver certifiable;
- The creation of approximately 1,350 construction jobs and 290 permanent jobs;
- The installation of up to two (2) Hubway Stations in or around the Project Site; and
- Additional property tax revenue for the City of Boston.

Through collaboration with the Boston Transportation Department (“BTD”) and BRA staff, the Proponent has agreed to provide the following transportation mitigation measures:

- \$500,000 for short and long term transportation infrastructure improvements for the South End neighborhood;
- On-going parking garage utilization data;
- A minimum of four hundred eighty five (485) secure bicycle storage spaces for residents and employees as well as public bicycle racks throughout the Project Site
- Monthly and/or discounted nights and weekends vehicle garage spaces for neighborhood residents with a valid South End resident parking permit, subject to availability; and
- Parking during snow emergencies for neighborhood residents with a valid South End resident parking permit, subject to availability.

Through discussions with the IAG and members of the general public, the Proponent has agreed to create a \$350,000 public benefits fund through the BRA to provide support to neighborhood public amenities and non-profit organizations. The \$350,000 shall be paid as follows: \$87,500 prior to the issuance of the initial building permit for each of Building A and Building B in the Proposed Project, and \$87,500 prior to the issuance of the initial Certificate of Occupancy for each of Building A and Building B in the Proposed Project. A portion of the \$350,000 shall be used for the installation of at least one (1) Boston Police Department monitored surveillance camera in and around Franklin Square. The proposed public benefits funds will be managed by the BRA through a community benefits application that is compliant with BRA procedures.

### **INCLUSIONARY DEVELOPMENT POLICY**

The Proposed Project is subject to the Inclusionary Development Policy, dated September 27, 2007 (“IDP”). IDP requires that 15% of the market rate units within the development be designated as IDP units. In addition to the IDP, the Proposed Project is subject to the affordable housing requirements described in Article 64-29 of the Code, which requires that 20% of the residential units within projects with residential uses within a PDA be designated as affordable, or a combination of (a) affordable housing units in an amount equivalent to no less than ten percent (10%) of the units within the Proposed Project; and (b) a contribution to the Inclusionary Development Policy Fund (the “IDP Fund”) and/or off-site IDP units, equivalent to ten percent (10%) of the units within the Proposed Project. The

Proponent is meeting its commitment through the combination of on-site units and a contribution to the IDP Fund.

In this case, sixty five (65), or 10% of the six hundred fifty (650) residential rental units within the Proposed Project will be created as IDP/affordable units on-site (the "IDP Units"), made affordable to households earning no more than 70% of the Area Median Income as based upon the United States Department of Housing and Urban Development ("HUD") ("AMI").

The sizes and locations of the IDP Units will be determined upon completion of the final design and finalized in conjunction with BRA staff and outlined in the Affordable Rental Housing Agreement and Restriction ("ARHAR"), and rental prices and income limits will be adjusted according to BRA published maximum rents, as based on HUD AMIs, available at the time of the initial rental of the IDP Units.

The ARHAR must be executed along with, or prior to, issuance of a Certification(s) of Compliance. The Proponent will submit an Affirmative Marketing Plan (the "Plan") to the City of Boston Office of Fair Housing and Equity and the BRA. Preference for the IDP Units 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 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 BRA option to extend for an additional period of twenty (20) years). IDP Units must be comparable in size, design, and quality to the market rate units in the Proposed Project, and cannot be stacked or concentrated on the same floors. The bedroom counts of IDP Units should be consistent with the bedroom counts of the market rate units throughout the Proposed Project. Notwithstanding the foregoing, it is acknowledged that the IDP requirements of comparability and location may not apply to any artist live/work units which may be included in the Proposed Project.

In addition to the sixty five (65) designated IDP Units, the Proponent has agreed to make an IDP contribution for an additional sixty five (65) units, at a cost of \$200,000 per unit, totaling \$13,000,000. This contribution is to be made to the IDP Special Revenue Fund ("IDP Fund") managed by the City of Boston Department of

Neighborhood Development (“DND”). For each of Building A, Building B and 575 Albany, payments will be made in seven annual installments commencing within thirty (30) days following the issuance of the building permit for such building. The total contribution with respect to each building will be a proportion of the Project’s \$13,000,000 contribution equal to such building’s proportion of the total residential units within the Proposed Project. Combined, this contribution together with the sixty five (65) designated on-site IDP Units satisfies fully the IDP requirements pursuant to the September 27, 2007 IDP and the affordable housing requirements described in Article 64-29 of the Code.

### **MINOR MODIFICATION TO THE SOUTH END URBAN RENEWAL PLAN**

Parcel 47, Parcel 54G, Parcel 54H, Parcel 56 and Parcel 56A within the South End Urban Renewal Plan Area, Project No. Mass. R-56, are within the Project Site.

Table A entitled “Land Use and Building Requirements” in Section 602 of the South End Urban Renewal Plan sets forth the permitted land uses and other building requirements for the parcels. The current permitted use for Parcel 47 is Light Industrial. The current permitted uses for Parcel 54 and the subdivisions thereof are residential, institutional and commercial. The current permitted use for Parcel 56 and any subdivision thereof is Off Street Parking.

Since the Proposed Project provides for two (2) mixed-use buildings which will include residential and retail uses and a parking garage on the portion of the Project Site that contains Parcels 47, 54G, 54H-2 (a subdivided portion of 54H), 56, and 56A, the permitted uses for these parcels are being modified to residential, commercial and parking. The associated building requirements are also being modified.

The Proposed Project provides for an expansion/addition to the Gambro Building on the portion of the Project Site that includes Parcel 54H-1 (a subdivided portion of 54H). The Gambro Building and expansion/addition will contain office and retail uses. The permitted uses for Parcel 54H-1 are being modified to office, commercial and parking.

The modifications are more fully set forth in the attached resolution entitled “Resolution of the Boston Redevelopment Authority Re: Minor Modification to the South End Urban Renewal Plan, Project No. Mass. R-56, With Respect to Parcels 47, 54G, 54H, 56 and 56A.”

Section 1201 of the South End Urban Renewal Plan provides that minor modifications may be made at any time by the BRA when such modifications do not substantially or materially alter or change the South End Urban Renewal Plan. In the opinion of the General Counsel, the aforementioned proposed modifications are minor and do not substantially or materially alter or change the South End Urban Renewal Plan. BRA staff have determined that the foregoing modifications to the South End Urban Renewal Plan, and any proposed improvements undertaken pursuant thereto, will not result in significant damage to, or impairment of the environment, and further that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment. This modification may, therefore, be effected by vote of the Authority pursuant to Section 1201 of the Plan.

The Conciliation Agreement executed by the U. S. Department of Housing and Urban Development, the South End/Lower Roxbury Housing and Planning Coalition Coordinating Committee, the City of Boston, and the BRA executed in January, 2001 ("Conciliation Agreement") requires Public Notice and notice of all city and state elected officials whose districts contain the BRA parcels affected by such proposed modifications to the South End Urban Renewal Plan. The notice requirements of the Conciliation Agreement have been followed.

#### **LAND DISPOSITION AGREEMENTS**

The Project Site is restricted by three (3) Land Disposition Agreements. Parcels 47, 56 and 56A are restricted by a Land Disposition Agreement entered into by the BRA and New England Nuclear Corporation, dated April 13, 1977 and recorded with the Suffolk Registry of Deeds at Book 8946, Page 549. Parcel 54G is restricted by a Land Disposition Agreement entered into by the BRA and B. Ginsberg and Company, Inc., dated June 16, 1992 and recorded with the Suffolk Registry of Deeds at Book 17546, Page 10. Parcel 54H is restricted by a Land Disposition Agreement entered into by the BRA and Ren Centers of Massachusetts, Inc., dated August 18, 1993 and recorded with the Suffolk Registry of Deeds at Book 18452, Page 50.

An Amended and Restated Land Disposition Agreement will be entered into by the BRA and MEPT/LMP Harrison/Albany Block LLC which restricts Parcels 47, 54G, 54H-2, 56 and 56A. This Amended and Restated Land Disposition Agreement will include an incremental price formula for the change of Permitted Land Uses of Parcel 56A from off street parking to residential, commercial and parking. An Amended and Restated Land Disposition Agreement will be entered into by the BRA and MEPT/LMP Gambro Building LLC which restricts Parcel 54H-1 to office, commercial



and parking uses. Together, these Amended and Restated Land Disposition Agreements will allow the development of the Proposed Project.

### RECOMMENDATIONS

Based on the foregoing, the BRA staff recommends that the BRA Board: (1) approve the Development Plan pursuant to Section 80C of the Code; (2) authorize the Director to petition the Boston Zoning Commission for approval of the Development Plan and the associated map amendment pursuant to Sections 3-1A.a and 80C-6 of the Code; (3) authorize the Director to issue a Preliminary Adequacy Determination waiving the requirement of further review pursuant to Article 80, Section 80B-5.4(c)(iv) of the Code for the Proposed Project; (4) authorize the Director to issue one or more Certifications of Compliance or Partial Certifications of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code, upon successful completion of the Article 80 Large Project Review process; (5) authorize the Director to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project pursuant to Section 80C-8 of the Code, upon successful completion of the Article 80C Planned Development Area Review process; (6) execute and deliver a Cooperation Agreement, a Boston Residents Construction Employment Plan, an ARHAR and any and all other agreements and documents that the Director deems appropriate and necessary; (7) ratify the conveyance of Parcels 54H and 54G from Boston Medical Center Corporation to MEPT/LMP Gambro Building LLC by Quitclaim Deed dated December 18, 2014 and recorded with the Suffolk Registry of Deeds at Book 53863, Page 240; (8) adopt the attached Resolution entitled: "Resolution of the Boston Redevelopment Authority Re: Minor Modification to the South End Urban Renewal Plan, Project No. Mass. R-56, with respect to Parcels 47, 54G, 54H, 56 and 56A"; (9) approve all conveyances to affiliated entities of the Proponent required for the consolidation and subdivision of the parcels (as set forth in the Development Plan), which will ultimately result in the change in ownership of Parcels 54H-2 and 54G from MEPT/LMP Gambro Building LLC to MEPT/LMP Harrison/Albany Block LLC; and (10) authorize the Director to execute two Amended and Restated Land Disposition Agreements.

Appropriate votes follow:

**VOTED:** That, in connection with the Development Plan for Planned Development Area No. 110 Harrison Albany Block Development, South End, Boston ("Development Plan") describing the Harrison Albany

Block project (the "Proposed Project") presented at a public hearing duly held at the offices of the Boston Redevelopment Authority (the "BRA") on March 2, 2017, and after consideration of evidence presented at, and in connection with, the hearing on the Development Plan and the Proposed Project, the BRA finds that, in accordance with Section 80C of the Boston Zoning Code (the "Code"), that: (a) such Development Plan is not for a location or project for which Planned Development Areas are forbidden by the underlying zoning; (b) the Proposed Project in such Development Plan complies with the provisions of the underlying zoning that establish use, dimensional, design and other requirements for Proposed Projects in Planned Development Areas; (c) such Development Plan complies with any provisions of underlying zoning that establish planning and development criteria, including public benefits, for Planned Development Areas; (d) such Development Plan conforms to the plan for the district, subdistrict or similar geographic area in which the Planned Development Area is located, and to the general plan for the City as a whole; and (e) on balance, nothing in such Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens; and

**FURTHER**

**VOTED:** That the BRA approves, pursuant to Section 3-1.A.a and Section 80C of the Code, the Development Plan presented to the BRA at its public hearing on March 2, 2017, and the associated map amendment (the "Map Amendment") presented to the BRA Board at its public hearing on March 2, 2017; and

**FURTHER**

**VOTED:** That the Director be, and hereby is, authorized to petition the Boston Zoning Commission for approval of the Development Plan and the associated Map Amendment, pursuant to Section 3-1A.a and Section 80C of the Code, in substantial accord with the same, as presented to the BRA at its public hearing on March 2, 2017; and

**FURTHER**

**VOTED:** That the Director be, and hereby is, authorized to issue a Preliminary Adequacy Determination under Section 80B-5.4(c)(iv) of the Code, which: (i) finds that the Draft Project Impact Report filed on September

14, 2016 adequately describes the potential impacts arising from the Proposed Project, and provides sufficient mitigation measures to minimize these impacts; and (ii) waives further review of the Proposed Project under subsection 5 of Section 80B-5 of the Code, subject to continuing design review by the BRA; and

**FURTHER**

**VOTED:**

That the Director be, and hereby is, authorized to issue one or more Certifications of Compliance or Partial Certifications of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code upon successful completion of the Article 80 Large Project Review process; and

**FURTHER**

**VOTED:**

That the Director be, and hereby is, authorized to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project pursuant to Section 80C-8 of the Code, when appropriate; and

**FURTHER**

**VOTED:**

That the Director be, and hereby is, authorized to execute and deliver a Cooperation Agreement, a Boston Residents Construction Employment Plan, an Affordable Rental Housing Agreement and Restriction, and any and all other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project and the Development Plan, all upon terms and conditions determined to be in the best interests of the BRA; and

**FURTHER**

**VOTED:**

That the BRA hereby ratifies the conveyance of Parcels 54H and 54G from Boston Medical Center Corporation to MEPT/LMP Gambro Building LLC by Quitclaim Deed dated December 18, 2014 and recorded with the Suffolk Registry of Deeds at Book 53863, Page 240; and

**FURTHER**

**VOTED:** That the BRA hereby adopts the attached Resolution entitled: "Resolution of the Boston Redevelopment Authority Re: Minor Modification to the South End Urban Renewal Plan, Project No. Mass. R-56, with respect to Parcels 47, 54G, 54H, 56 and 56A;" and

**FURTHER**

**VOTED:** That the BRA hereby approves all conveyances to affiliated entities of the Proponent required for the consolidation and subdivision of the parcels (as set forth in the Development Plan), which will ultimately result in the change in ownership of Parcels 54H-2 and 54G from MEPT/LMP Gambro Building LLC to MEPT/LMP Harrison/Albany Block LLC; and

**FURTHER**

**VOTED:** That the Director be, and hereby is, authorized to execute (1) an Amended and Restated Land Disposition Agreement by and between the BRA and MEPT/LMP Harrison/Albany Block LLC in connection with Parcels 47, 54G, 54H-2, 56 and 56A, (2) an Amended and Restated Land Disposition Agreement by and between the BRA and MEPT/LMP Gambro Building LLC in connection with Parcel 54H-1, and (3) any and all documents and instruments in connection with said Amended and Restated Land Disposition Agreements, all upon terms and conditions determined to be in the best interests of the BRA.

**RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY**

**RE: MINOR MODIFICATION TO THE SOUTH END URBAN RENEWAL PLAN,  
PROJECT NO. MASS. R-56, WITH RESPECT TO PARCELS 47, 54G, 54H, 56  
AND 56A**

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WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56 (the "Plan"), was adopted by the Boston Redevelopment Authority (the "Authority") on September 23, 1965 and approved by the City Council of the City of Boston on December 6, 1965 (said plan, as previously modified, being herein referred to as the "Plan"); and

WHEREAS, Section 1201 of Chapter XII of the Plan, entitled "Modification and Termination," provides that the Plan may be modified at any time by the Authority without further approval provided that the proposed modifications do not substantially or materially alter or change the Plan; and

WHEREAS, it is the opinion of the Authority that the modification hereinafter provided with respect to Parcels 47, 54G, 54H, 56 and 56A in the South End Urban Renewal Area is consistent with the objectives of the Plan and is a minor modification which may be adopted within the discretion of the Authority pursuant to said Section 1201; and

WHEREAS, the Authority is cognizant of the requirements of Massachusetts General Laws Chapter 30, Sections 61 through 62H, as amended, and its implementing regulations (collectively "MEPA") with respect to minimizing and preventing damage to the environment.

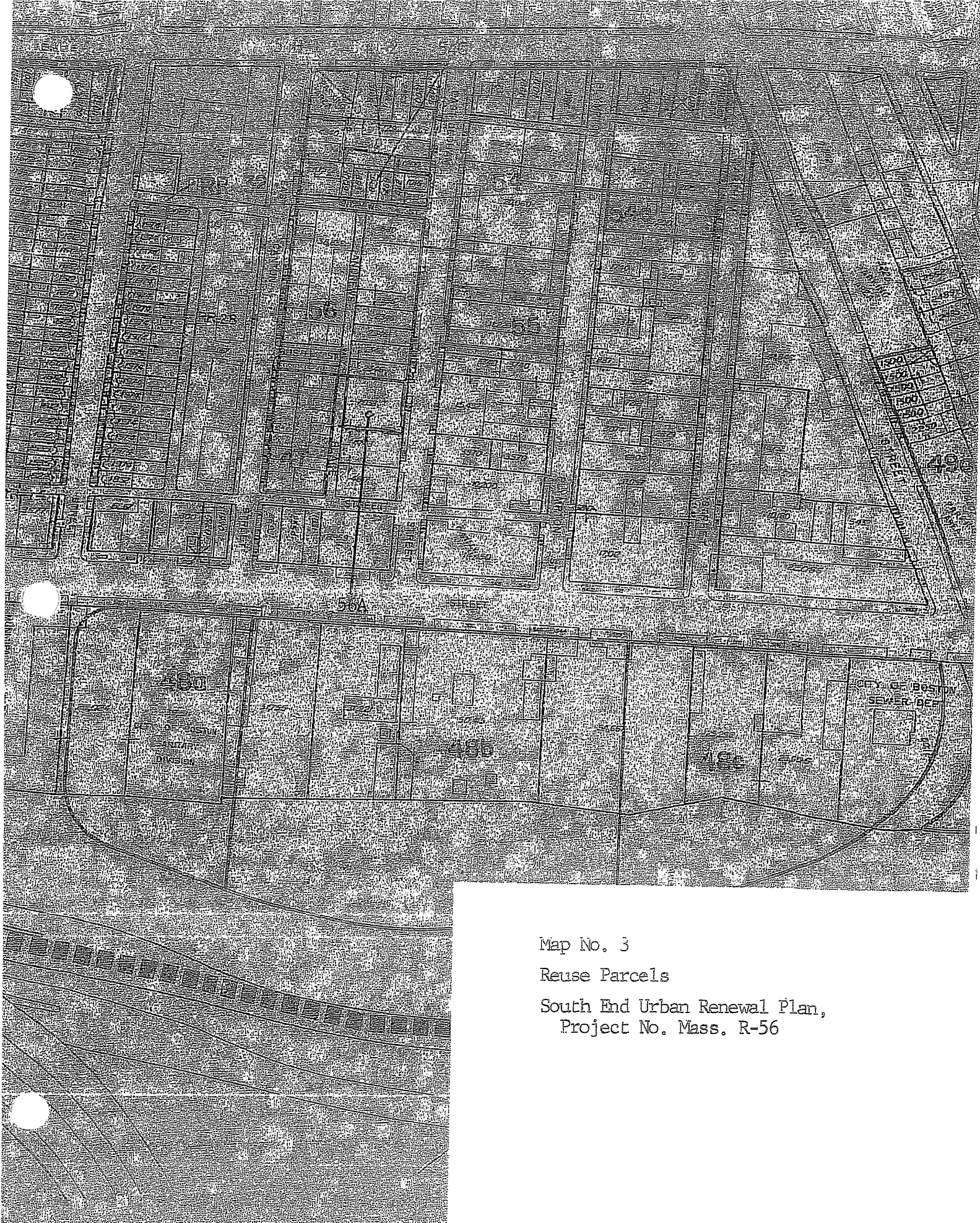
NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That pursuant to Section 1201 of Chapter XII of the Plan, that the Plan be, and hereby is, amended as follows:
  - (a) That Map No. 3 of the Plan, entitled "Reuse Parcels", is hereby modified by creating Parcels 47, 54G, 54H-1, 54H-2, 56 and 56A shown on the map attached hereto.
  - (a) That Map No. 2 of the Plan, entitled "Proposed Land Use," is hereby modified by setting the proposed land use of Parcels 47, 54G, 54H-2, 56 and 56A as residential, commercial, and parking and the proposed land use of Parcel 54H-1 as office, commercial and parking.
  - (b) That Chapter VI entitled "Land Use Building Requirements and Other Controls" Section 602, Table A, "Land Use and Building Requirements" is hereby modified by inserting the following with respect to Parcels 47, 54G, 54H-1, 54H-2, 56 and 56A:

Reuse Parcel Number	Permitted Land Use	Min. Set Back	Height In Ft. Min.	Height In Ft. Max	Max. Net Density	Min. Parking Ratio	Planning and Design Requirements
47	Residential, Commercial, and Parking	Z	NA	120	NA	Z	B,C,M
54H-1	Office, Commercial and Parking	Z	NA	70	NA	Z	B,C,M
54H-2	Residential, Commercial, and Parking	Z	NA	120	NA	Z	B,C,M
54G	Residential, Commercial, and Parking	Z	NA	120	NA	Z	B,C,M
56	Residential, Commercial, and Parking	Z	NA	120	NA	Z	B, C, M
56A	Residential, Commercial, and Parking	Z	NA	120	NA	Z	B, C, M

2. That this modification is found to be a minor modification, which does not substantially or materially alter or change the Plan.
3. That all other provisions of the Plan not inconsistent herewith be, and hereby are, continued in full force and effect.
4. That it is hereby found and determined pursuant to the MEPA that the foregoing modification of the Plan, and any proposed development undertaken pursuant thereto, will not result in significant damage to or impairment of the environment, and further that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.
5. That the Director be, and hereby is, authorized and directed to proclaim by certificate these minor modifications of the Plan, all in accordance with the provisions of the Urban Renewal Handbook, RHM7207.1, Circular dated August 1974, if applicable.





Map No. 3

Reuse Parcels

South End Urban Renewal Plan,  
Project No. Mass. R-56

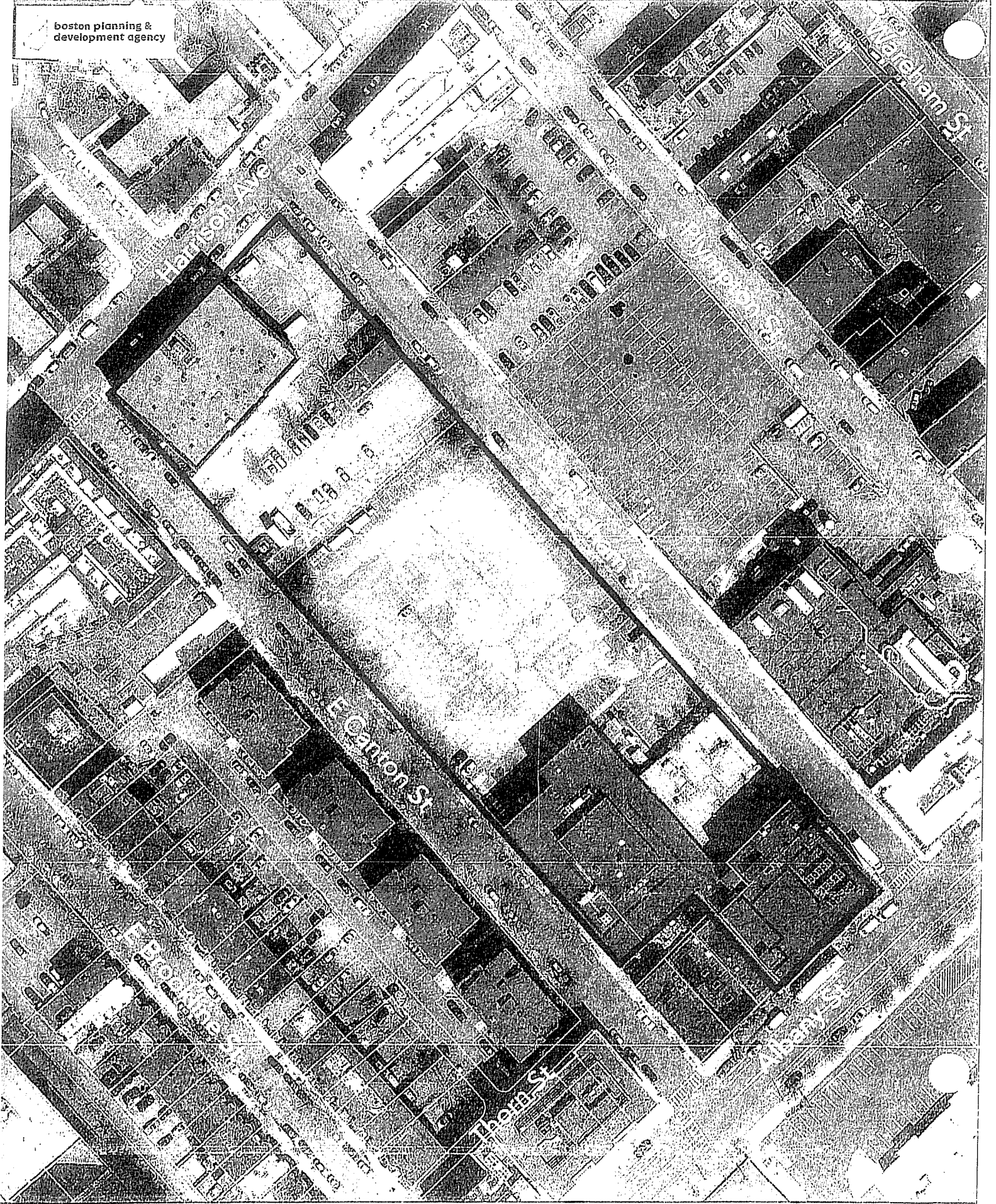


# Harrison Albany Block, South End

2014 Aerial



boston planning & development agency

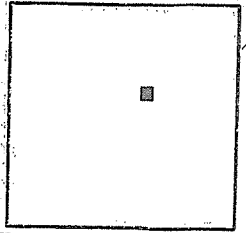
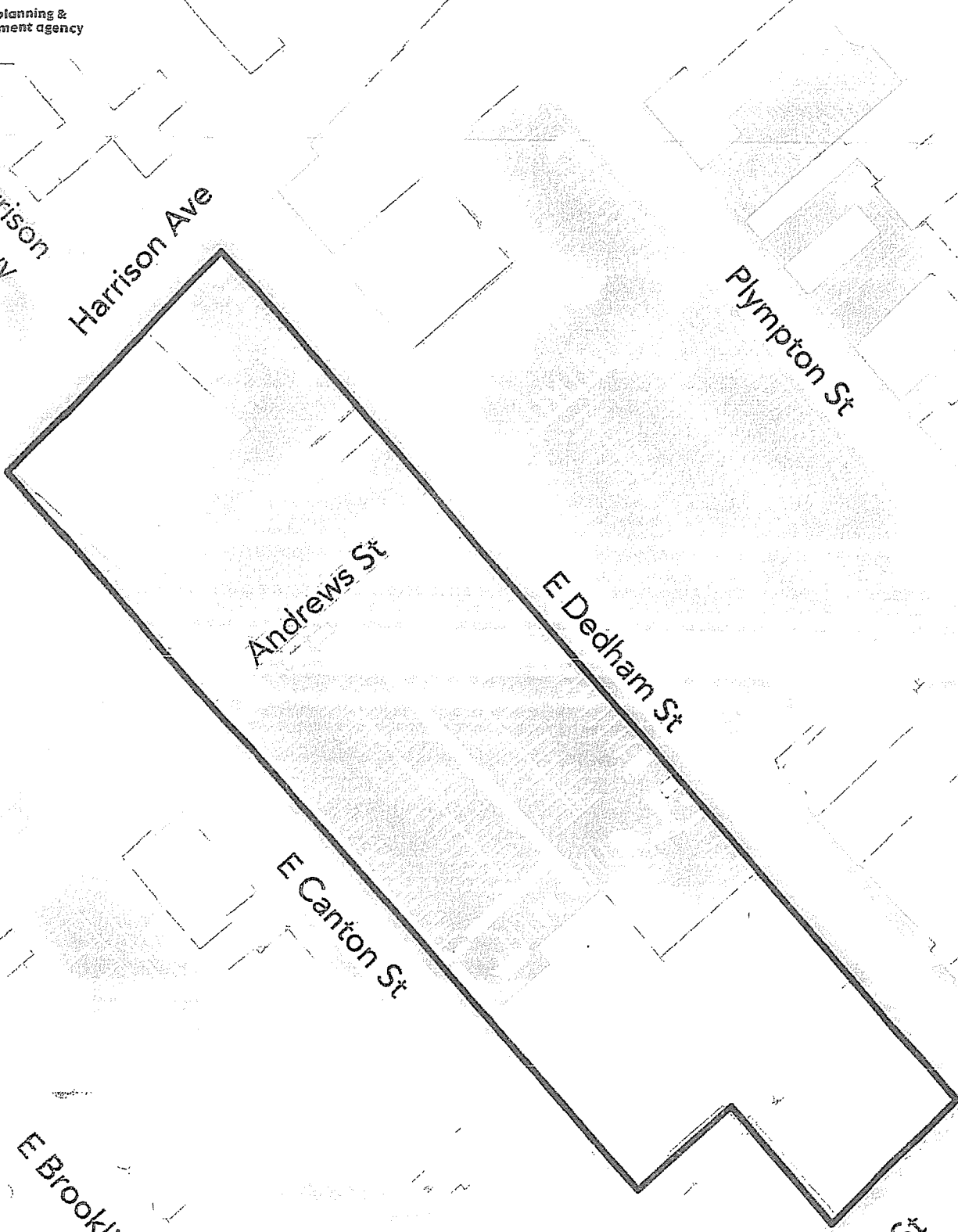




# Harrison Albany Block, South End



Boston planning & development agency



## Exhibit C

### LIST OF IDP UNITS AND MAXIMUM AFFORDABLE RENTS

A total of twenty-two (22) Non-Artist IDP Units, consisting of:

Unit Number	Bedrooms	Square Footage	Location	% of AMI	Maximum Affordable Rent*
212	Three **	1,328 sf	2 <sup>nd</sup> floor	70%	\$1,630.00
228	Two	1,028 sf	2 <sup>nd</sup> floor	70%	\$1,448.00
233	One**	553 sf	2 <sup>nd</sup> floor	70%	\$1,267.00
316	Studio	518 sf	3 <sup>rd</sup> floor	70%	\$1,086.00
325	Two	1,041 sf	3 <sup>rd</sup> floor	70%	\$1,448.00
403	One	598 sf	4 <sup>th</sup> floor	70%	\$1,267.00
405	Two	1,028 sf	4 <sup>th</sup> floor	70%	\$1,448.00
421	Studio	470 sf	4 <sup>th</sup> floor	70%	\$1,086.00
507	Studio **	463 sf	5 <sup>th</sup> floor	70%	\$1,086.00
523	Two	1,019 sf	5 <sup>th</sup> floor	70%	\$1,448.00
532	One **	684 sf	5 <sup>th</sup> floor	70%	\$1,267.00
603	One	650 sf	6 <sup>th</sup> floor	70%	\$1,267.00
619	Studio ***	469 sf	6 <sup>th</sup> floor	70%	\$1,086.00
630	One	570 sf	6 <sup>th</sup> floor	70%	\$1,267.00
709	One	724 sf	7 <sup>th</sup> floor	70%	\$1,267.00
721	Two	1,005 sf	7 <sup>th</sup> Floor	70%	\$1,448.00
813	One ***	719 sf	8 <sup>th</sup> Floor	70%	\$1,267.00
816	Studio **	474 sf	8 <sup>th</sup> Floor	70%	\$1,086.00
820	One	778 sf	8 <sup>th</sup> Floor	70%	\$1,267.00
903	One	650 sf	9 <sup>th</sup> Floor	70%	\$1,267.00
921	Two **	1,005 sf	9 <sup>th</sup> Floor	70%	\$1,448.00
930	One	570 sf	9 <sup>th</sup> Floor	70%	\$1,267.00

\*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.

\*\*Group 2/ ADA Compliant Unit

\*\*\*Hearing Impaired Unit

A total of eight (8) Artist IDP Units, consisting of:

Unit Number	Bedrooms	Square Footage	Location	% of AMI	Maximum Affordable Rent*
101	One **	791 sf	1 <sup>st</sup> floor	70%	\$1,267.00
102	One	615 sf	1 <sup>st</sup> floor	70%	\$1,267.00
103	One	650 sf	1 <sup>st</sup> floor	70%	\$1,267.00
104	One	650 sf	1 <sup>st</sup> floor	70%	\$1,267.00
105	One	650 sf	1 <sup>st</sup> floor	70%	\$1,267.00
106	One **	658 sf	1 <sup>st</sup> floor	70%	\$1,267.00
107	One	951 sf	1 <sup>st</sup> floor	70%	\$1,267.00
108	One	740 sf	1 <sup>st</sup> floor	70%	\$1,267.00

\*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.

\*\*Group 2/ ADA Compliant Unit

**EXHIBIT D**

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

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

(I/We), \_\_\_\_\_  
*Names of Tenant(s)*

currently residing at \_\_\_\_\_, Unit \_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City/Neighborhood* *State* *Zip Code*

( \_\_\_\_\_ ) \_\_\_\_\_ @ \_\_\_\_\_  
*Telephone* *E-mail Address*

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

Tenant Initials: \_\_\_\_\_  
 Co-tenant Initials: \_\_\_\_\_

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.

Tenant Initials: \_\_\_\_\_  
 Co-tenant Initials: \_\_\_\_\_



**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](http://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.*

Tenant Initials: \_\_\_\_\_  
Co-tenant Initials: \_\_\_\_\_

**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.

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

*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

## 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:
Application ( <i>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/oil/electric/cable/phone)		
b) current signed lease/shelter letter AND 1 utility bill, proof of voter registration, proof of auto insurance (w/garage address), or proof of renter's insurance		
- Letter from Registrar for full-time students		
- Notarized letter from unemployed adults		
<u>Income calculation worksheet</u>		
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. Bills must be dated within the last 60 days and display a service address.

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

<ul style="list-style-type: none"> <li><input type="checkbox"/> current signed lease</li> <li><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).</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> one bill from any of the above utilities</li> <li><input type="checkbox"/> proof of automobile insurance (showing the address where the car is garaged)</li> <li><input type="checkbox"/> proof of renter’s insurance</li> <li><input type="checkbox"/> proof of voter registration</li> </ul>

- 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:

<b>Ethnic Categories</b>	<b>Select One</b>
Hispanic or Latino	
Not Hispanic or Latino	
<b>Racial Categories</b>	<b>Select All that Apply</b>
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](mailto:Tim.Davis@boston.gov).*

Revised 5/11/2017

EXHIBIT E

**PRINCIPAL RESIDENCE AFFIDAVIT  
(IDP RENTAL UNITS)**

Reference is made to the following instruments of record and particular provisions thereof as identified.

1. A certain "Affordable Rental Housing Agreement and Restriction" recorded in Suffolk County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Agreement").

2. Section 4(d) of the Agreement, provides in relevant part as follows:

"...each (tenant or) person(s) who is intended to be an Eligible Household shall be required to sign and deliver to the Owner...a Principal Residence Affidavit...."

The foregoing shall hereinafter be referred to as the "Principal Residence Requirement."

The undersigned tenant of Unit \_\_\_ at 480 Rutherford Avenue, Charlestown, Massachusetts \_\_\_\_\_ hereby certifies to the **BOSTON REDEVELOPMENT AUTHORITY d/b/a BOSTON PLANNING & DEVELOPMENT AGENCY** as follows:

- (a) I fully understand the Principal Residence Requirement; and
- (b) I intend to use and occupy Unit \_\_\_ as my principal residence.

\_\_\_\_\_  
Tenant:

\_\_\_\_\_  
Tenant:

DATE: \_\_\_\_\_



**THE COMMONWEALTH OF MASSACHUSETTS**

Suffolk ss. \_\_\_\_\_, 201\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document who swore or affirmed to me that the contexts of the document are truthful and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**THE COMMONWEALTH OF MASSACHUSETTS**

Suffolk ss. \_\_\_\_\_, 201\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document who swore or affirmed to me that the contexts of the document are truthful and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
Notary Public  
My Commission Expires: