

COOPERATION AGREEMENT

HARRISON ALBANY BLOCK SOUTH END, BOSTON, MASSACHUSETTS

This **COOPERATION AGREEMENT** (this "Agreement") is made as of this 21st day of December, 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, d/b/a the **BOSTON PLANNING & DEVELOPMENT AGENCY**, having a principal place of business at One City Hall Square, Boston, Massachusetts 02201-1007 (the "Authority"), and **MEPT/LMP GAMBRO BUILDING LLC**, a Delaware limited liability company having an address at c/o Leggat McCall Properties LLC, 10 Post Office Square, Boston, MA 02210 ("Gambro Owner"), **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, MA 02210 ("Harrison/ Albany Owner", and together with Gambro Owner, the "Applicants" or collectively "Applicant"). The Authority and the Applicant, and their respective successors and assigns hereunder, are each referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Applicant wishes to undertake the development of an approximately 139,228 square foot parcel of land located on the block generally bounded by Harrison Avenue, East Canton Street, Albany Street and East Dedham Street in the South End Neighborhood of Boston (the "Site"), as more fully described in **Exhibit A** attached hereto; and

WHEREAS, the Applicant proposes to develop a mixed-use project (the "Project") on the Site containing up to 710,000 square feet of new and renovated above-grade Gross Floor Area (as defined in the Boston Zoning Code), including a mix of commercial, affordable cultural, residential and other uses set forth in the PDA Development Plan (defined below), comprising two new mixed-use buildings (individually "Building 1" and "Building 2"), containing approximately 600 residential rental units and approximately 8,600 square feet of commercial and affordable cultural space between both structures, a two-level parking garage that will be able to accommodate up to 650 vehicles constructed beneath the two new structures, which may include the use of vehicle stackers (the "Garage") on Lot 2 ("Lot 2") as set forth in the plan entitled "Lot Consolidation and Subdivision Plan 660 Harrison Avenue, 75 East Dedham Street & 575 Albany Street, Boston, Mass." Prepared by Feldman Land Surveyors dated May 3, 2017 and recorded with the Suffolk Registry of Deeds at Plan

Book 2017, Page 470 ("Consolidation and Subdivision Plan"); an expansion/addition to a historic structure ("575 Albany") on the southeast portion of the Site located at 575 Albany Street shown as Lot 3 on the Consolidation and Subdivision Plan ("Lot 3") resulting in approximately 50 additional residential units and approximately 5,200 square feet of commercial space; and an expansion/addition to an existing building (the "Gambro Building") on the northwest portion of the Site located at 660 Harrison Avenue shown as Lot 1 on the Consolidation and Subdivision Plan ("Lot 1") resulting in a total of approximately 82,000 square feet of new and renovated office and commercial space. Construction of Building 1 and the Garage is hereinafter referred to as "Phase 1", construction of Building 2 is hereinafter referred to as "Phase 2", construction on the renovation and expansion of 575 Albany is hereinafter referred to as "Phase 3" and construction on the renovation and expansion of the Gambro Building is hereinafter referred to as "Phase 4". Phase 1, Phase 2, Phase 3 and Phase 4 are collectively referred to herein as the "Phases", and each individually as a "Phase"; and

WHEREAS, the development of the Project is subject to development review by the Authority in accordance with Article 80B of the Boston Zoning Code (the "Code"); and

WHEREAS, the Applicant submitted to the Authority a Project Notification Form ("PNF") on March 21, 2016. On August 9, 2016, the Authority issued a Scoping Determination, under Section 80B-5.3(d) of the Code, requiring a Draft Project Impact Report for the Project. In response to the Scoping Determination, the Applicant filed a Draft Project Impact Report (the "DPIR") on September 14, 2016, which initiated a seventy five (75) day public comment period with a closing date of December 1, 2017. On March 2, 2017, the Authority voted to approve the Project, and to authorize the Director to issue a Preliminary Adequacy Determination under Section 80B-5.4(c)(iv) of the Code (the "Preliminary Adequacy Determination") waiving further review of the Project, which Preliminary Adequacy Determination was issued on June 10, 2017 and is attached hereto as **Exhibit B**; and

WHEREAS, on December 7, 2016, the Boston Civic Design Commission voted to approve the Project's schematic design; and

WHEREAS, the Development Plan for Planned Development Area No. 110 (which is coextensive with the Site) was approved by the Authority on March 2, 2017, by the Boston Zoning Commission on April 12, 2017, and became effective on April 20, 2017 (the "PDA Development Plan"); and

WHEREAS, the Authority and the Applicant propose to enter into this Agreement for the purposes of: (i) setting forth the mitigation measures and other public benefits which the Applicant has agreed to provide in connection with the Project; and (ii) ensuring compliance of the Project with the provisions of Article 80B of

the Code.

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

AGREEMENT

A. DEVELOPMENT REVIEW

1. Development Review Completed. The Applicant and the Authority hereby acknowledge that the Authority has completed its development review of the Project in accordance with Article 80B of the Code, subject only to continuing design review by Authority staff. The Applicant and the Authority hereby acknowledge that the Director of the Authority has issued the Preliminary Adequacy Determination waiving further review of a Final Project Impact Report pursuant to Section 80B-5.4(c)(iv) of the Code.

2. Planning and Design. Subject to Sections C.1 through C.3 of this Agreement, the Applicant will proceed with the planning and design of the Project and the Site in a manner that is generally consistent with the development concept, land uses and density contemplated in the Preliminary Adequacy Determination and in accordance with the PDA Development Plan.

3. Development Review Procedures. The Parties agree that the design review process required for the Project shall be as set forth in the Authority's Development Review Guidelines, dated 2006 (the "Development Review Guidelines," which are attached as **Exhibit C** and incorporated herein by reference) and Article 80 of the Code. Unless otherwise specified, capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Development Review Guidelines.

4. Project Changes. Following approval by the Authority of the Contract Documents approved in accordance with the Development Review Guidelines (the "Contract Documents") for the Project, the Applicant will not make any material modifications to the design of the exterior of the Project (including open spaces, landscaping and site furnishings), portions of interior lobbies that are readily observable by the general public from the exterior of the project, including, but not limited to, the color, location, height, width, length, massing, fenestration, exterior façade materials, or the architectural designs and dimensions of exterior entrances to the street level of Project, until such modifications have been approved by the Authority, in each case only where the same constitute material changes from previously-approved submissions (other than adjustments and refinements of details generally consistent with such previously approved submissions) ("Material

Changes”). Approval of Material Changes shall be processed in the manner provided in Section A.5 of this Agreement.

5. Process for Approval of Material Changes. Throughout the construction of the Project, it will be the Applicant’s responsibility to notify the Authority of proposed Material Changes and to obtain approval from the Authority prior to incorporating such Material Changes into the final drawings and specifications for the Project. The Authority will perform its review and approval and other functions under this Section with reasonable dispatch, and will approve or disapprove any Material Changes in writing within twenty (20) business days of Applicant’s submission to the Authority. Whenever the Authority disapproves any Material Changes, its disapproval will include a detailed written explanation thereof. If the Applicant receives no notification in writing from the Authority of disapproval within twenty (20) business days after such submission of any proposed Material Change to the Authority, such Material Change will be deemed approved; provided, however, that any written request for approval of a change shall be in conformance with the provisions of Section D.5 hereof.

B. MITIGATION COMMITMENTS

1. Construction Management Plan. Prior to issuance of an initial full building permit for each Phase of the Project by the City of Boston Inspectional Services Department (“ISD”), the Applicant will submit a Construction Management Plan for such Phase of the Project (the “CMP”), in accordance with the City’s Construction Management Program, to the City of Boston Transportation Department (“BTD”). The CMP will identify construction, parking and traffic impacts and specify mitigation measures related to such Phase to be implemented during the construction of the Phase that are reasonably satisfactory to BTD and the Applicant. Within a reasonable period of time following the execution of the CMP, the Applicant will submit to the Authority a true, complete, and correct copy of the CMP.

As used in this Agreement, the “initial full building permit” refers to the first full building permit issued by ISD for the construction of the Project or any Phase thereof and does not refer to any building permit or other permits or approvals issued in connection with any preparatory site work, including, without limitation, demolition or excavation activities; borings, soil sampling and similar investigations; in each case whether or not the same requires the issuance of a partial building permit.

2. Transportation Access Plan Agreement. Prior to the issuance of the initial full building permit for any Phase of the Project, the Applicant shall enter into a Transportation Access Plan Agreement (“TAPA”) for the Project with BTD satisfactory in form and substance to BTD. Within a reasonable period of time following the execution of the TAPA, the Applicant shall submit to the Authority a true, complete,

and correct copy of the TAPA.

3. Construction Employment. Prior to the issuance of the initial full building permit for each Phase of the Project, the Applicant will enter into a Boston Residents Construction Employment Plan for such Phase with the Authority ("Employment Plan"), consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the City of Boston Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, and consistent with Chapter 12 of the City of Boston Ordinances of 1986, as amended by Chapter 17 of said Ordinances (collectively, the "Ordinance"). The Employment Plan will set forth the Applicant's plans to use good faith efforts to ensure that its general contractor, and those engaged by such general contractor for construction of the Project on a trade-by-trade basis, use their good-faith efforts to meet the following Boston Residents Construction Employment Standards for the Project:

- (a) at least 50% of the total employee work hours in each trade shall be by bona-fide residents of the City of Boston;
- (b) at least 25% of the total employee work hours in each trade shall be by minorities; and
- (c) at least 10% of the total employee work hours in each trade shall be by women.

These standards shall apply to all Phases of the Project notwithstanding the Ordinance effective January 30, 2017, or any subsequent amendments thereto. Said plan will include provisions for monitoring, compliance and sanctions. Work hours, as defined in the Employment Plan, include on-the-job training and apprenticeship positions.

5. Inclusionary Housing. The Parties acknowledge that the Project is subject to the Inclusionary Development Policy created pursuant to the Executive Order of Mayor Thomas M. Menino entitled, "An Order Relative to Affordable Housing," dated February 29, 2000, as amended by the Mayor's Executive Order entitled, "An Order Relative to the Affordable Housing Cost Factor," dated February 3, 2005, as further amended by the Mayor's Executive Order entitled, "An Order Relative to the Inclusionary Development Policy," dated May 16, 2006, and as further amended by the Mayor's Executive Order entitled, "An Order Relative to the Inclusionary Development Policy's Income Policy," dated September 27, 2007 (as so amended, the "IDP"). In addition, the Parties acknowledge that the Project is subject to the affordable housing requirements described in Section 64-29.1(c)(1) of the Code ("Zoning Affordable Housing Requirements"). The amendment to the IDP effective December 10, 2015, and all other subsequent amendments thereto, shall not be applicable to the Project or any Phase thereof. In accordance with the IDP and the Zoning Affordable Housing

Requirements, the Applicant and the Authority shall enter into a Master Affordable Housing Agreement setting forth the Agreements that must be entered into to satisfy the IDP requirements and the Zoning Affordable Housing Requirements (collectively, the "Affordable Housing Obligation").

6. Affordable Space. In accordance with the provisions of the Start-Up Business & Affordable Cultural Space section on page 5 of the PDA Development Plan and Section 64-29.1(c)(2) of the Code, the Harrison/ Albany Owner shall satisfy the existing or start-up business or not-for-profit Affordable Cultural Space requirement pursuant to the terms set forth in Exhibit D attached hereto and incorporated fully herein. The on-site Affordable Space shall be subject to the use and affordability requirements for a term of 30 years, therefore it is the Parties' intention that this provision shall survive the term of this Agreement, as defined in Section D.12 hereof.

7. Transportation Infrastructure Improvements. The Harrison/ Albany Owner will provide, or cause to be provided, transportation studies and short- and long-term transportation infrastructure improvements to the South End costing up to Five Hundred Thousand and 00/100 Dollars (\$500,000), as shall be more particularly set forth in the TAPA, which activities shall include the following items:

- (1) Transportation Planning Study. The Harrison/ Albany Owner performing a transportation planning study for the area.
- (2) Signal Timing Improvements. The Harrison/ Albany Owner recommending signal timing modifications using the signal equipment that currently exists at each intersection. The intersections include Albany Street/East Concord Street and the intersections of Harrison Avenue/East Concord Street, Harrison Avenue/East Newton Street, Harrison Avenue/East Brookline Street, Harrison Avenue/Malden Street/Monsignor Reynolds Way, and Harrison Avenue/Waltham Street.
- (3) Traffic Signal Equipment Upgrades.
 - (a) The Harrison/ Albany Owner providing an interconnect conduit handhole system with 30pr cable in 3 locations along Harrison Avenue:
 - (1) Waltham Street to Monsignor Reynolds Way;
 - (2) Monsignor Reynolds Way to East Brookline Street; and
 - (3) East Concord Street to Massachusetts Avenue.
 - (b) The Harrison/ Albany Owner providing a video traffic monitoring system to be installed at the intersection of Harrison Avenue/East Concord

Street and Harrison Avenue/East Brookline Street.

(4) Hubway. The Harrison/ Albany Owner providing at least one (1) Hubway station on the Premises or in the vicinity of the Project at the discretion of BTB.

(5) Resident Permit Parking Garage Access. The Harrison/ Albany Owner renting, to the extent available, parking spaces to South End residents with a valid Resident Permit Parking sticker issued by BTB.

(6) Electric Vehicle Spaces. The Harrison/ Albany Owner equipping five percent (5%) of the garage spaces with electric vehicle charging stations and including in the infrastructure of the garage portion of the Project the ability to equip up to fifteen (15%) of the garage spaces with electric vehicle charging stations.

(7) Future Shuttle Service. The Harrison/ Albany Owner working with existing and future abutters of the Project on the implementation of shuttle service with connections to Massachusetts Bay Transportation Authority (MBTA) transit lines.

(8) Resident Parking Data. The Harrison/ Albany Owner supplying BTB with ongoing parking demand data for the Project residents on a monthly basis during the initial leasing of the buildings within the Project and quarterly thereafter.

8. Creation of Public Benefits Fund. The Harrison/ Albany Owner shall contribute Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) to the Authority to provide support to public amenities and local non-profit organizations. Said \$350,000.00 shall be provided to the Authority as follows:

- (1) One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00) no less than thirty (30) days following the issuance of the initial full building permit for Phase 1; and
- (2) One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00) no less than thirty (30) days following the issuance of the initial full building permit for Phase 2.

The \$350,000.00 contribution shall be used for the following activities:

- (1) Two Hundred Thousand and 00/100 Dollars (\$200,000.00) shall be used by The Blackstone/Franklin Square Neighborhood Association, Inc., a Massachusetts non-profit corporation, for improvements to Blackstone Square and Franklin Square;
- (2) Not more than Twenty Thousand and 00/100 Dollars (\$20,000.00) shall be used by the Boston Police Department (BPD) for a BPD-monitored surveillance camera at Franklin Square Park; and

- (3) The remaining amount, not less than One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00), shall be used for grants in amounts not greater than Fifty Thousand and 00/100 Dollars (\$50,000.00) per grant to at least three (3) non-profit organizations for the following activities:
 - a. Safety and security,
 - b. Public realm improvements, and
 - c. Neighborhood welfare.

These funds shall be managed by the BPDA through a community benefits application that is compliant with BPDA procedures.

9. Other Public Benefits. The Project will provide other public benefits, including 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 Site; 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 installation of up to two (2) Hubway Stations in or around the Site; a minimum of four hundred eighty-five (485) secure bicycle storage spaces for residents and employees as well as public bicycle racks throughout the Site, monthly and/or discounted nights and weekends vehicle garage spaces for neighborhood residents with a valid South End resident parking permit issued by BTM (subject to availability), parking during snow emergencies for neighborhood residents with a valid South End resident parking permit (subject to availability), and other and public realm enhancements within the Site.

10. Maintenance and Operation of Improvements. The Applicant will at all times keep the improvements constructed on the Site in good and safe condition and repair; and the occupancy, maintenance, and operation of such improvements will at all times comply with all applicable laws, ordinances, codes and regulations.

11. Sustainability; LEED. The Applicant shall ensure that the Project will comply with the requirements of Article 37 (Green Buildings) of the Code. The Applicant will use the appropriate U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") green building rating system to evaluate sustainable design measures, in accordance with Article 37 of the Code. The Applicant shall design the buildings within the Project to be at a minimum LEED silver certifiable.

C. PROJECT PHASING AND ANTICIPATED COMPLETION

1. Estimated Construction Schedule. The Applicant anticipates the Phases

will occur in the following order, and by the following Applicants:

Phase 1: commencement by Harrison/ Albany Owner in approximately the third quarter of 2018, and completion in approximately the first quarter of 2021;

Phase 2: commencement by Harrison/ Albany Owner in approximately the third quarter of 2023, and completion in approximately the first quarter of 2026;

Phase 3: commencement by Harrison/ Albany Owner in approximately the third quarter of 2024, and completion in approximately the third quarter of 2026;

Phase 4: commencement by Gambro Owner in approximately the first quarter of 2025, and completion in approximately the first quarter of 2028;

2. Project Infeasibility. If, in the future, the Applicant, in its reasonable judgment, shall determine that it has become infeasible to proceed with the Project or any Phase thereof, then in such case the Authority shall cooperate with the Applicant, at no cost or expense to the Authority, to modify, alter, or amend its previous approval and this Agreement in order to allow the Applicant the opportunity to reasonably develop the Site.

3. Limitation of Undertakings. Nothing in this Agreement shall be construed to bind the Applicant to commence construction of or to complete the Project (or any portion thereof), or to impose any deadline with respect to such commencement or completion. If the Applicant undertakes the Project or any Phase thereof, the sole obligation of the Applicant will be to adhere to the Contract Documents approved by the Authority, the PDA Development Plan and the provisions of the documents executed by and between the Authority and the Applicant in connection with the Project and the Phases thereof, to the extent actually undertaken. All obligations and agreements of the Applicant under this Agreement are subject to the Applicant's ability to obtain public and private licenses and approvals necessary to fulfill such obligations.

4. Authority Cooperation. Throughout the permitting of each Phase, the Authority will, at the Applicant's request, informally meet with and advise the Applicant concerning, and will actively cooperate with and publicly support, at no cost or expense to the Authority, the Applicant's efforts to obtain from the appropriate municipal, state and federal bodies and agencies all permits, licenses and approvals, and exceptions, conditional use permits, variances, special orders, and any other forms of discretionary approvals or relief or deviations and other departures from the normal application of the zoning and building codes and other ordinances and statutes that may be necessary or appropriate in order to carry out the development of each Phase of the Project in the most expeditious and reasonable manner. The Authority shall cooperate with the Applicant to obtain any such licenses, approvals or deviations

required for each Phase, provided however that all such efforts are consistent with the Preliminary Adequacy Determination, the PDA Development Plan, and the Contract Documents approved by the Authority and this Agreement.

5. Certification of Compliance. Pursuant to and in accordance with Section 80B-6 of the Code, the Authority shall issue to the Commissioner of ISD a Certification of Compliance, or one or more Partial Certifications of Compliance, for the Project or any Phase thereof, when appropriate, in accordance with Section 80B-6 of the Code.

6. Certificate of Completion. A Phase of the Project shall be deemed completed when the Applicant with respect to such Phase shall have substantially completed construction of such Phase in accordance with the Contract Documents and such Phase is ready for occupancy, except for: (i) interior work to be performed to tenant or occupant specifications; (ii) items of work and adjustment of equipment and fixtures that can be completed after occupancy has occurred, i.e., so-called "punch-list items" and (iii) landscape, streetscape, or other similar work that cannot then be completed because of climate conditions or other reasons beyond the reasonable control of the applicable Applicant, as may reasonably be determined by the Authority.

The Authority shall, within forty (40) days after receipt of any Applicant's written request therefor: (a) issue a Certificate of Completion for such Phase (the "Certificate of Completion"); or (b) provide written notice (a "Non-Completion Statement") to the applicable Applicant that the Authority has determined that such Phase has not been completed in accordance with the Contract Documents and this Agreement. Such Certificate of Completion shall be in a form suitable for recording in the Suffolk Registry of Deeds and shall be conclusive evidence that the construction of the applicable Phase has been completed in accordance with the Contract Documents and this Agreement.

If the Authority has determined that the Phase has not been completed in accordance with the Contract Documents and this Agreement and that the requested Certificate of Completion cannot be issued, the Authority shall, within such forty day (40) period, provide the Applicant with the Non-Completion Statement indicating with specificity (a) in what respect the Applicant has failed to complete the Phase in accordance with the Contract Documents and this Agreement or is otherwise in default of its construction obligations to the Authority; and (b) what measures or actions will be necessary for the Applicant to undertake or perform in order to comply with the Contract Documents and this Agreement and to obtain the requested Certificate of Completion. Upon compliance by the Applicant with the requirements specified in the Non-Completion Statement with respect to the Phase, the Authority shall issue the Certificate of Completion to the Applicant. The Authority shall provide any necessary evidence of authority necessary for the recording and filing of the Certificate of Completion.

If the Authority shall refuse or fail to provide either a Certificate of Completion or a Non-Completion Statement to the requesting Applicant or its mortgagee(s) within forty (40) days of a written request for a Certificate of Completion then the Certificate of Completion requested shall be deemed to have been issued; provided, however, that any transmittal of any written request for the issuance of a Certificate of Completion shall recite that approval by the Authority is due within forty (40) days of receipt, and shall comply with the provisions of Section D.5 of this Agreement. The requesting Applicant and any such mortgagee may record an affidavit with the Registry, which affidavit shall attest to the adequacy of notice to the Authority, the elapse of forty (40) days without response, and the completion of the Project in accordance with the provisions of this Agreement. Such affidavit shall be conclusive evidence as to the facts stated therein and as to the substantial completion of the Phase in accordance with the Contract Documents and this Agreement.

Notwithstanding the provisions of this Agreement, the Authority shall have no obligation to issue a Certificate of Completion or partial Certificate of Completion for a particular Phase if there is any outstanding material default under this Agreement with respect to such Phase.

7. Completion Escrow or Guarantee. In the event that the construction of any Phase shall have been substantially completed so as to warrant the issuance of a Certificate of Completion or partial Certificate of Completion in accordance with Section C.6 hereof, except for items listed in clauses (i) - (iii) in the first paragraph of Section C.6, or for items not completed for other reasons beyond the reasonable control of the applicable Applicant as may reasonably be determined by the Authority, then, at the option of the applicable Applicant, upon forty (40) days' written notice to the Authority, either (i) an escrow shall be established pursuant to the provisions of this Section (a "Completion Escrow"), or (ii) the applicable Applicant shall obtain for the Authority at such Applicant's sole cost and expense a surety or performance bond or completion guarantee in a form satisfactory to the Authority (in an amount that, in the reasonable opinion of the Authority, would be sufficient to cover the cost of completion) guaranteeing the completion of such aspects of the work, and the Authority shall forthwith issue a Certificate of Completion or partial Certificate of Completion for the applicable Phase.

If a Completion Escrow is established for the completion of any such incomplete work which, in the reasonable opinion of the Authority, should be completed prior to the issuance of a Certificate of Completion and the Authority issues a Certificate of Completion prior to completion of the entire Phase, then the requesting Applicant shall deposit with the Authority, or, if required by any mortgagee, with the holder of the first mortgage on the Applicant's lot, pursuant to an escrow or holdback agreement approved by the Authority in its reasonable discretion, as security for the completion of

said items, an amount that, in the reasonable opinion of the Authority, would cover the cost of such completion. Said deposit, if deposited with the Authority, shall be in the form of a certified or bank check, treasury bills, or other security reasonably satisfactory to the Authority, and shall be deposited simultaneously with the issuance of the Certificate of Completion.

Upon the completion of any items of work for which the Completion Escrow was established, the portion of the escrow fund designated for such item of work shall be paid over the applicable Applicant forthwith, or, if such work is not so completed to the satisfaction of the Authority within one (1) year of the issuance of a Certificate of Completion, then the Authority may apply such deposit to the completion of said work.

Notwithstanding the provisions of this Agreement, the Authority shall have no obligation to issue a Certificate of Completion or partial Certificate of Completion for a particular Phase if there is any outstanding material default under this Agreement with respect to such Phase.

D. GENERAL PROVISIONS

1. Binding Agreement. This Agreement is binding upon and enforceable against, and inures to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any successor owner or owners of the improvements on the Site or any lot therein, but excluding mortgagees of the Project or any Phase thereof or those claiming through mortgagees of the Project or any Phase thereof, unless said mortgagee obtains title to the Site or any lot therein, as applicable, and proceeds with development of the Project or the applicable Phase thereof). Without limitation, all references to the Applicant or Applicants herein shall mean and include the successors in interest to each Applicant as the context so requires. Further, in order to facilitate potential separate ownership and financing of each Phase of the Project, the owner of each such Phase (and its successors and assigns) shall be liable only for those obligations hereunder that relate to such Phase and the corresponding lot and Applicant applicable to such Phase.

Notwithstanding anything contained herein to the contrary: (i) any non-compliance by any Phase of the Project with the provisions of this Agreement or under any other agreement with the Authority or the City shall not affect the compliance of any other Phase of the Project thereunder; (ii) any non-compliance by any Applicant with the provisions of this Agreement or under any other agreement with the Authority or the City shall not affect the compliance of any other Applicant thereunder; and (iii) any non-compliance under this Agreement or any other agreement with the Authority or the City by any tenant or occupant, or any proposed tenant or occupant, of any Phase in connection with its buildout or fit-up of its space within such Phase shall not constitute non-compliance by the Applicant of such Phase (or any other Party)

hereunder.

2. Transfer of Interest. Each Applicant shall have the right to transfer or assign its rights and interests in the Project or any Phase or portion thereof under this Agreement, provided that:

- (a) at the time of such transfer or assignment, the transferring or assigning Applicant is not then in material default (beyond applicable notice and cure periods) of the terms and conditions of this Agreement imposed as of such date;
- (b) the successor or assignee expressly assumes and agrees to perform and comply with all of the covenants and agreements of this Agreement to be performed by the transferring or assigning Applicant which arise from and after the transfer or assignment (unless notwithstanding a transfer or assignment of the Applicant's rights and interest in a portion of the Project, such covenants and agreements are to remain those of the Applicant); and
- (c) the transferring or assigning Applicant shall deliver to the Authority promptly after such transfer or assignment: (i) a copy of the instrument or instruments evidencing any such assignment to and assumption by the successor or assignee; and (ii) a Disclosure of Beneficial Interests Statement for the successor or assignee in the form of 80B-8 of the Code.

Notwithstanding the foregoing, no approval by the Authority shall be required to subject Lot 2 to a master condominium regime (the "Lot 2 Master Condominium") pursuant to M.G.L. c. 183A, provided that any sale of master condominium units therein shall be subject to Section D.2 above; provided, that the residential units within said condominium shall remain residential rental units. Notwithstanding anything contained in this Agreement to the contrary, from and after the creation of the Lot 2 Master Condominium, the obligations of the Applicant with respect to Lot 2 hereunder shall remain those of the Harrison/ Albany Owner unless otherwise approved by the Authority; provided, however that any On-Site Affordable Housing Obligation shall become the obligation of the owner of the applicable master condominium unit subject to such obligation.

Further, notwithstanding the foregoing, the provisions of this Section shall not be applicable to, and no approval by the Authority shall be required for, (i) any financing or refinancing of all or any portion of the Project or all or any portion of the Site, or the foreclosure by any mortgagee thereunder (or designee of such mortgagee) or transfer or conveyance to such mortgagee or designee by deed or assignment in lieu of foreclosure;

(ii) to any transfer of the membership interests of any Applicant among the existing members of such Applicant; or (iii) to any transfer or assignment to any affiliate of any of the Applicants, provided that any such transfer to an affiliate of an Applicant shall be subject to the provisions of Sections D.2(a), D.2(b) and D.2(c) above.

Upon any transfer or assignment carried out in accordance with the provisions of this Section D.2. (other than to any mortgagee or designee thereof unless such mortgagee or designee acquires title to the Project or the applicable Phase thereof), the obligations of the applicable Applicant which arise from and after the transfer or assignment shall be binding only on the transferee or assignee, and the Authority shall look only to the transferee or assignee for the performance of such obligations (unless notwithstanding the transfer or assignment of such Applicant's rights and interest in all or a portion of its Phase of the Project, such covenants and agreements are to remain those of the transferring or assigning Applicant). Any obligations of the applicable Applicant which arise prior to the transfer or assignment shall remain those of the transferring or assigning Applicant.

3. Liability. The liability of each Applicant or its successors or assigns (including, without limitation, any mortgagees of the Project or any Phase thereof) arising under this Agreement shall be limited solely to the interests of each Applicant, or its successor or assign, in its respective lot or its respective Phase of the Project, and no partner, member, manager, venturer, trustee, beneficiary, shareholder, officer, director, employee, or agent or the like of any such person or entity of an Applicant 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 or individual liability with respect to any obligation or liability hereunder, nor shall any person or entity be answerable or liable hereunder in any equitable proceeding or order beyond the extent of its interest in its respective lot or its respective Phase of the Project. No holder of a mortgage on any lot and/or Phase of the Project or designee thereof shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Applicant with respect to such lot and/or Phase of the Project hereunder unless and until such holder or designee acquires title to such lot and/or Phase of the Project by foreclosure or deed or assignment in lieu of foreclosure and proceeds with development of the applicable Phase of the Project, in such case, such mortgagee's or designee's liability shall be limited to the amount of its interest in and to the Project or the applicable Phase thereof.

4. Notices. All notices and other communications required or permitted under this Agreement must be in writing, signed by a duly authorized officer or representative of the Authority or the Applicant, as the case may be, and will be (i) hand delivered, (ii) delivered by nationally recognized overnight delivery service, or (iii) mailed by certified or registered mail, return receipt requested, postage prepaid, to

the parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

Authority: Boston Redevelopment Authority
d/b/a Boston Planning & Development Agency
One City Hall Square, 9th Floor
Boston, Massachusetts 02201-1007
Attention: Director

with a copy to: Boston Redevelopment Authority
d/b/a Boston Planning & Development Agency
One City Hall Square, 9th Floor
Boston, Massachusetts 02201-1007
Attention: General Counsel

Gambro Owner: MEPT/LMP GAMBRO BUILDING 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

Harrison/ Albany Owner: 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
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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

Any such notice will be deemed to have been given on the date received or refused during normal business hours.

5. Authority Approval. Whenever the consent or approval of the Authority is required hereunder, under the Development Review Procedures, or otherwise in connection with the development of the Project or any Phase thereof, such consent or approval shall not be unreasonably delayed, conditioned or withheld, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by the Applicants or any other interested party. Wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of similar size, location and complexity shall be used by the Authority in determining the adequacy and sufficiency of the applicable Applicant's performance. Any request for approvals made to the Authority by an Applicant where such approvals shall be deemed granted after a period of non-reply by the Authority shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

“NOTICE

THIS REQUEST FOR APPROVAL REQUIRES A PROMPT RESPONSE FROM THE BOSTON REDEVELOPMENT AUTHORITY. THE FAILURE TO RESPOND WITHIN _____ [BUSINESS] DAYS SHALL RESULT IN AN AUTOMATIC APPROVAL.”

6. Certificate of Status of Agreement. The Authority shall, within fifteen (15) business days after a written request therefore by any Applicant or its mortgagee, provide a certificate in writing, as requested or as applicable, that this Agreement or any particular section hereof specified by the requesting party 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 Applicants are in compliance with this Agreement or any particular section hereof specified by the requesting party, or in what respects there is noncompliance, or as to any other matter reasonably related to the Project or any Phase thereof or this Agreement which the requesting party may reasonably request of the Authority.

7. Authority of Director of Authority. The Authority has authorized the Director of the Authority to take any action hereunder or in connection with the Project on behalf of the Authority (including, without limitation, the granting of consents or approvals and the execution and delivery of certificates and agreements hereunder or under the Development Review Process and the issuance of a Certification of Compliance pursuant to Article 80 of the Code), except for the execution and delivery of a Certificate of Completion pursuant to Section C.6 hereof, and any action so taken shall be binding upon the Authority.

8. Severability. The terms and provisions set forth herein shall be construed as separate and independent obligations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be determined to be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those 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.

9. Governing Law. This Agreement shall be governed and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

10. Amendments. This Agreement may be amended only by a written instrument signed by the Part(y)(ies) affected by the proposed amendment.

11. Business Days. As used herein, the term “business day” shall mean any day other than a Saturday, Sunday or legal holiday in Suffolk County, Commonwealth

of Massachusetts.

12. Term. Unless earlier terminated pursuant to any provisions hereof, this Agreement, except for the Affordable Cultural Obligation as set forth in Section B.6 hereof which shall expire thirty (30) years from the date of the Certificate of Occupancy issued by the City of Boston Inspectional Services Department for said space, shall expire, with respect to each Phase, ten (10) years after the issuance of the final Certificate of Occupancy for such Phase, and the provisions herein as to said Phase shall be void and null as of such date of expiration, subject to specific time periods set forth herein with regard to specific provisions hereof.

13. Execution in Counterparts/Multiple Originals. This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together, shall constitute but one and the same instrument. The Parties have agreed to execute multiple original copies of this Agreement.

14. Enforcement. It is the intention of the parties that the provisions of this Agreement may be enforced only by the Parties hereto, and their respective 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.

15. Waiver of Jury Trial; Venue. Each of the parties hereto hereby waives any right it may have to a jury trial on any claim or action arising out of this Agreement. Any action arising hereunder shall be heard in any State court of the Commonwealth of Massachusetts or in the Federal District Court for the Commonwealth of Massachusetts.

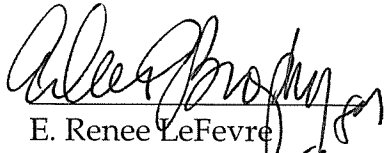
[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Authority:

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

Approved as to Form:


E. Renee LeFevre
General Counsel

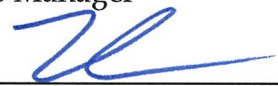
By: 
Name: Brian P. Golden
Title: Director

Harrison Albany Owner :

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

Gambro Owner :

MEPT/LMP Gambro Building LLC, a Massachusetts limited liability company

By: LMP Gambro Building 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

Exhibits:

- Exhibit A: Site Legal Description
- Exhibit B: Preliminary Adequacy Determination
- Exhibit C: Development Review Guidelines
- Exhibit D: Affordable Space Term Sheet

Exhibit A

Site Legal Description

That certain real property shown as Lots 1, 2 and 3 on the plan prepared by Feldman Land Surveyors entitled "Lot Consolidation and Subdivision Plan, 660 Harrison Avenue, 75 East Dedham Street & 575 Albany Street, Boston, Mass." dated May 3, 2017, and recorded with the Suffolk County Registry of deeds as Plan No. 470 of 2017.

Exhibit B

Preliminary Adequacy Determination

[ATTACHED]



June 10, 2017

MEPT/LMP Harrison/Albany Block LLC
MEPT/LMP Gambro Building LLC
c/o Leggat McCall Properties LLC
10 Post Office Square
Boston, MA. 02109
Attention: William Gause, Executive Vice President

Re: Preliminary Adequacy Determination Waiving Further Review
Harrison Albany Block Development
575 Albany Street
Boston, MA 02118

Dear Mr. Gause:

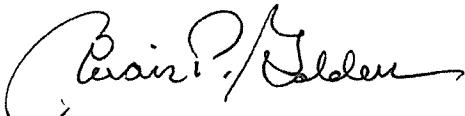
Please be advised that on March 2, 2017, the Boston Redevelopment Authority ("BRA") Board voted its authorization for the Director to issue a Preliminary Adequacy Determination under Section 80B-5.4(c)(iv) of the Boston Zoning Code (the "Code") which (i) finds that the Draft Project Impact Report filed on September 14, 2016 ("DPIR") adequately describes the potential impacts arising from the Harrison Albany Block Development project (as more specifically described below, the "Proposed Project") located in and around 575 Albany Street, in the South End neighborhood of Boston (the "Project Site"), 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.

Leggat McCall Properties LLC, MEPT/LMP Gambro Building LLC and MEPT/LMP Harrison/Albany Block LLC (together, the "Proponent") seek to redevelop an approximately 140,107 square foot (approximately 3.1 acre) site into a mixed-use development currently referred to as the "Harrison Albany Block". 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 construction of two (2) new mixed-use buildings, and the renovation and expansion of two (2) existing buildings, in total containing approximately 650 residential units, approximately 20,000 square feet of retail/cultural space, approximately 78,000 square feet of office/medical office space, and parking for approximately 650 vehicles in a below-grade parking garage.

Pursuant to the March 2, 2017 vote by the BRA, I hereby issue to you this Preliminary Adequacy Determination Waiving Further Review under Section 80B-5.4(c) (iv) of the Code in connection with the Proposed Project which (i) finds that the DPIR adequately describes the potential impacts arising from the Proposed Project and provides sufficient mitigation measures to minimize the 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.

This Preliminary Adequacy Determination Waiving Further Review shall not become final until nineteen (19) days after the date hereof. I hereby invite the public to comment on the conditions the BRA requires in this Preliminary Adequacy Determination for the mitigation of the Proposed Project's impacts. Such comments must be submitted in writing to the BRA within fourteen (14) days hereof and must be based on significant new information not submitted during the public comment period or scoping session required by subsections (b) and (c) of 80B-5.4 of the Code. The BRA shall consider any comments received and may modify this Preliminary Adequacy Determination Waiving Further Review to add, delete, or modify the conditions set forth therein, provided that any such changes shall be made no later than the date on which the Preliminary Adequacy Determination becomes final.

Sincerely,

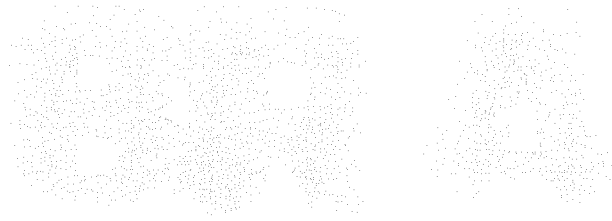
A handwritten signature in black ink, appearing to read "Brian P. Golden", with a stylized flourish at the end.

Brian P. Golden
Director

Exhibit C

Development Review Guidelines

[ATTACHED]



DEVELOPMENT REVIEW GUIDELINES

Boston
Redevelopment
Authority



ONE CITY HALL SQUARE BOSTON MASSACHUSETTS 02201
2006

TABLE OF CONTENTS

	<u>Page</u>
<u>INTRODUCTION</u>	3
<u>REVIEW PROCEDURES</u>	5
<u>SUBMISSION REQUIREMENTS</u>	9
<u>ZONING REVIEW GUIDELINES</u>	27
<u>CITY OF BOSTON/BRA POLICIES</u>	28
<u>SELECTED BOARDS AND COMMISSIONS</u>	31
<u>FEES</u>	33
<u>APPENDICES</u>	
<u>Appendix 1:</u>	Massachusetts Environmental Policy Act Review
<u>Appendix 2:</u>	Large Project Review, Planned Development Area Review, Institutional Master Plan Review, and Small Project Review Flow Charts
<u>Appendix 3:</u>	Boston “Smart Model”: Two-Dimensional Mapping Standards
<u>Appendix 4:</u>	A Guide for the Preparation of Materials Samples Construction Detail Panels
<u>Appendix 5:</u>	Protocol for Quantitative Pedestrian Level Wind Impact Analysis
<u>Appendix 6:</u>	Sun Altitude/Azimuth Table

INTRODUCTION

The Boston Redevelopment Authority (“BRA” or “Authority”) was created in 1957 to oversee the design and implementation of Boston’s urban renewal plans. Since then, the BRA’s role has grown with the city. Today, the agency’s responsibilities include planning, workforce development, and overall economic development. The internal structure of the BRA reflects its expanded responsibilities. The inclusion of the Economic Development and Industrial Corporation of Boston (“EDIC”) and its Office of Jobs and Community Services (“JCS”) into the BRA umbrella combines the Authority’s planning and economic development roles with the workforce development programs of JCS to create a Boston that works for residents and businesses alike.

As the City of Boston’s planning and economic development agency, the BRA has regulatory responsibility for reviewing major development proposals in Boston. The BRA’s review authority covers a wide range of projects as outlined under the Boston Zoning Code (“Code”).

The BRA reviews development proposals for compliance with the general plan for the City of Boston, which includes relevant master plans, zoning, and City programs and goals. General review criteria may vary depending on location, type, and size of the project. Design review criteria include references to building height, massing, materials, and other guidelines that preserve Boston’s history, reconnect its urban fabric, and advance its character. Environmental criteria include a project’s impacts on sunlight, wind, groundwater, and air and water quality, both during construction and upon completion. Transportation review, undertaken in coordination with the Boston Transportation Department (“BTD”), focuses on the impacts of traffic generation, parking, and loading, and examines proposed changes to rights-of-way, encroachments on public space, curb cuts, and requirements of the Boston Air Pollution Control Commission, if applicable. Employment impact review focuses on the nature and quality of jobs likely to result from the project and the degree to which those jobs will be accessible to Boston residents. Other review criteria include impacts on both infrastructure systems and capacities, and on historic resources. Review criteria are included in the Code and other planning documents. Community participation is encouraged and supported throughout the review process.

This booklet sketches the BRA’s review process, describes the conditions that initiate the BRA’s various review functions, defines the stages of its review, and provides a comprehensive list of submission requirements. The extent of the review is outlined at an initial meeting between the developer and BRA staff in accordance with the development review procedures of Article 80 of the Code (“Article 80”), and further defined as required in a scoping determination issued by the BRA for a proposed project.

State review of projects may be required under the Massachusetts Environmental Policy Act (“MEPA”) to evaluate environmental impacts. Since MEPA applies to a number of projects that undergo BRA review, MEPA’s authority and procedures are outlined in Appendix 1. State and BRA reviews are generally coordinated in such cases.

A building permit must be obtained from the City of Boston’s Inspectional Services Department

("ISD") upon completion of the review process. ISD is responsible for enforcing the Code, the Massachusetts State Building Code, and other laws and ordinances relating to building construction and occupancy. In accordance with Article 80, the Commissioner of ISD will not issue a building permit unless he or she has received the requisite Certification of Compliance, Consistency, and/or Approval, as applicable, as well as an approved set of contract documents from the BRA. Likewise, no building permit will be issued until and unless zoning relief and compliance has been secured.

REVIEW PROCEDURES

To evaluate the quality and appropriateness of a proposal based on objectives stated in plans, guidelines, and regulations governing development in Boston, the BRA conducts a four-stage review process. This review is conducted by BRA staff from the agency's economic development, planning, and workforce development (Office of Jobs and Community Services or "JCS") divisions together with staff from the BTB, Boston Environment Department ("Environment"), Boston Public Works Department ("Public Works"), the Boston Water and Sewer Commission ("BWSC") and other City agencies, departments, or commissions as necessary. Staff is also assisted on a project-by-project basis by general community involvement, citizen advisory groups or task forces, professional associations, and other constituencies. The time frame for development review and the sequence of phasing may vary depending on the size and complexity of the project.

Step One: Development Concept

Projects are either privately or publicly initiated and the first step in development review varies accordingly.

For a privately initiated project, the developer contacts the BRA with a letter of intent that briefly describes the proposed project. For a Planned Development Area ("PDA") proposal, or Institutional Master Plan ("IMP") or equivalent, where specific projects may be less defined (or the overall plan area encompasses more than the single proposed project), the developer or institution should set up an initial meeting with the BRA to establish submission protocols. The BRA meets with the developer to discuss the development concept, government regulations and procedures, and submission requirements appropriate to the project from the comprehensive list included in this document. If appropriate, an Impact Advisory Group composed of residents, businesses, and community organizations from the impacted area will be formed to advise BRA staff in the consideration of project impacts and appropriate mitigation.

Publicly initiated projects include the disposition or leasing of City- or BRA-owned property that, because of size and location, require development review by the BRA. For BRA-owned properties, the BRA will prepare a developer's kit for a specific site, outlining the development concept and guidelines. A Request for Proposals ("RFP") to develop the site is publicly advertised. The responses are reviewed by the BRA and, as appropriate, the community. Following review, the BRA will grant tentative designation to a developer. In some cases for BRA-owned property, tentative designations will not be made until after full Article 80 review. The City follows a similar process for disposing of its properties.

From this point on, publicly and privately initiated projects follow similar review procedures.

Step Two: Article 80 of the Code

Article 80 of the Code allows public agencies to draw on the knowledge and experience of communities in the review of proposed projects. Article 80 contains four types of review: Large Project Review (Article 80B), Planned Development Area Review (Article 80C), Institutional Master Plan Review (Article 80D), and Small Project Review (Article 80E). Flow charts illustrating each of these processes may be found in Appendix 2.

Large Project Review applies to virtually all major projects in Boston, usually defined as projects that add at least 50,000 square feet of gross floor area or rehabilitate at least 100,000 square feet of gross floor area. Through Large Project Review, the BRA, guided by comments from the public, examines a project's impacts on its immediate surroundings and the city as a whole. Depending on the project's size, location, and use, the review may address the project's impacts in a variety of areas, including traffic and parking, environmental protection (wind, shadow, noise, etc.), the design character of the area, historic buildings, infrastructure systems (water, sewer, etc.), and employment. Based on the outcome of the review, the BRA may require the developer to modify the project's size, mass, or design or take other measures to mitigate anticipated impacts. Public input through community meetings and comment periods is an important part of this review process.

Planned Development Area Review applies to certain overlay districts that establish special zoning controls for large or complex projects. To qualify for PDA Review, a site must be at least one acre in size. The special zoning controls are laid out in a Development Plan for each PDA. PDA Review is similar to Large Project Review in terms of impact assessments. Approval requires public hearings before the BRA Board and the Boston Zoning Commission. Once a PDA is approved, components within the plan area may be submitted all at once or in phases over time (proposed project submissions initiated thus are Development Plan submissions) for design review and final permitting. Individual projects must still undergo Large Project Review or Small Project Review as appropriate. Public input through community meetings and comment periods is an important part of this review process.

Institutional Master Plan Review usually applies to large institutional campuses such as hospitals and universities. In these cases, institutions are required to submit a long-range development program, encompassing a minimum of ten (10) years. This allows the BRA and the community a context within which to evaluate an institution's proposed projects and the potential effects of institutional growth on the surrounding area. The resulting IMP, upon approval by the BRA and the Boston Zoning Commission, allows projects whose specific uses, density, massing, and location are defined within the IMP to be proposed as of right. Individual projects must still undergo Large Project Review or Small Project Review as appropriate. Institutional Master Plan Review also involves impact assessments comparable to the above, and requires public hearings before and approval by the BRA Board and the Boston Zoning Commission. Institutions submitting an IMP are also required to submit biennial updates, per the Code, including such information as enrollment, employment, and economic impacts as well as any other circumstances that may differ from the original IMP or may prove relevant to understanding changing institutional conditions. Public input through community meetings and comment periods is an important part of this review process.

Small Project Review applies to all minor projects in Boston, usually defined as projects that add between 20,000 and 50,000 square feet of gross floor area or result in the construction of fifteen (15) or more new residential units. Small Project Review often entails community review as well as design review by the BRA's Urban Design department.

Please see Article 80 of the Code for additional detail about the different review categories. Certain requirements of the Code may trigger Article 80 review automatically in some districts, and as-of-right zoning limits in many districts are enhanced by voluntary submission to Large

Project Review. Also, please note well public notification requirements as outlined in Article 80A and elsewhere.

Step Three: Design Review

Design review is an essential element of the full review process. The BRA's Urban Design department, in conjunction with the planning and economic development staff, considers the compatibility of a project with its surroundings in terms of massing, height, materials, ornamentation, fenestration, landscaping, and access. The elements of ongoing design review include: (i) Project Schematics, (ii) Design Development plans, (iii) Contract Document plans, and (iv) Construction Inspection, as further defined in Section IV – Submission Requirements. Design review often begins prior to the submission of a Letter of Intent, but is fully engaged in the early stages of schematic design. A list of required submissions for design review is included in the section of this report entitled Submission Requirements. IMPs and PDAs larger than a single site will generally be asked to include a larger context area in their urban design analysis, showing relationships and connections to the neighborhood or district, its uses, its character, and its infrastructure.

As part of the design review process, certain projects are subject to Article 28 of the Code – Boston Civic Design Commission (“BCDC”) review. BCDC review considers the relationship of a proposed project to the public realm of the City of Boston. Generally those projects at or over 100,000 gross square feet, or located within PDAs or IMP areas, are subject to review by the BCDC. The BCDC may also, at its discretion, choose to review proposed projects of somewhat less than 100,000 SF if such are determined to have a significant potential impact upon the public realm of the neighborhood or City. The BCDC is advisory to the BRA and must act on a project before approvals may be obtained through the BRA. In general, both BCDC and BRA Article 80 review take place during the development of the schematic design for a given project.

Step Four: Project Agreements

Certain agreements are often required between the BRA and other City agencies and a developer prior to the issuance of a building permit by ISD. The following agreements, where applicable, may be requested of a project proponent:

- Affirmative Fair Housing Marketing Plan or Fair Housing Marketing Plan (with Boston Fair Housing Commission)
- Affordable Housing Agreement
- Boston Residents Construction Employment Plan
- Construction Management Plan (with BTM)
- Cooperation Agreement
- Development Impact Project (“DIP”) Agreement
- Disclosure of Beneficial Interests
- First Source Agreement and Memorandum of Understanding (with the Office of Jobs and Community Services)
- Transportation Access Plan Agreement (“TAPA”) (with BTM)

Once project agreements have been executed and construction has begun under the approved contract document plans, mock-up panels (materials review), construction change orders, and

any specified unresolved issues or details will be subject to ongoing review. The developer must request permission from the BRA and ISD prior to making changes from approved drawings if such changes involve modifications to the exterior or interior lobbies that can be viewed from the exterior. Site visits may be conducted to ensure construction of the project is in accordance with the contract documents.

After review of the completed project by BRA staff, a Certification of Completion will be approved by the BRA Board, certifying that the construction of the project has been completed according to the terms of the Authority's agreements with the developer. Additionally, a Certification of Compliance will be approved by the BRA, certifying the status of the developer's compliance with mitigation requirements and public benefits set forth in the agreements between the developer and the Authority, such as the Cooperation Agreement and Development Impact Project Agreement.

PROJECT REVIEW SUBMISSION REQUIREMENTS

Following is a comprehensive list of BRA submission requirements. Developers of large projects (Large Project Review), typically those greater than 50,000 square feet in size, are required to provide much of this information. Smaller proposals (Small Project Review) provide only the information appropriate to their context and complexity, as defined by the BRA. Some data are relevant especially to submission of IMP or PDA proposals. ISD or other City requirements may be obtained from the specific department. Developers should work with BRA project managers to determine the applicability of the requirements listed below.

In addition to full-size scale drawings, a completed Project Information Form, 25 copies (or as advised by the BRA) of a bound booklet containing all submission materials reduced to size 8-1/2" x 11", except where otherwise specified, are required, as well as one copy in digital format (e.g., Adobe Acrobat). For projects to be reviewed by the BCDC, 15 booklets containing the applicant and zoning information and the design submission materials are required, to be submitted one week before the initial presentation to the BCDC.

I. APPLICANT INFORMATION

A. Development Team

1. Names
 - a. Developer (including description of development entity or Chapter 121A entity)
 - b. Attorney
 - c. Project consultants (e.g., Architect, U.S. Green Building Council Leadership in Energy and Environmental Design ("LEED") Accredited Professional)
2. Business address and telephone number for each
3. Designated contact for each
4. Description of current or formerly-owned developments in Boston

B. Legal Information

1. Legal judgments or actions pending concerning the proposed project
2. History of tax arrears by the development team on other property owned in Boston
3. Property Title Report including current ownership and purchase options of all parcels in the development site

II. PROJECT AREA

A. Description of Metes and Bounds

B. Dimensional Information

1. For areas requiring limited takings or air rights volumes, description of specific dimensional bounds of such areas accompanied by design documentation which clearly indicates structure, purpose, and use within such volumes

C. Current Zoning

III. PROJECT DESIGN

A. Phase I Submission: Project Schematics

The following submission requirements apply to any project subject to Large (or Small, at the discretion of the BRA) Project Review as well as PDA Development Plans. Certain PDAs and IMPs will require more generalized and broader information establishing a framework within which the proposed projects will be set. As these plans establish the equivalent of a zoning district, this additional material is key in evaluating not only the impacts of proposed projects within the PDA, but also how those plan areas fit within the context of the city.

1. Written description of program elements and space allocation (in square feet) for each element, as well as project totals
2. Neighborhood plan, elevations and sections at an appropriate scale (1":100' or larger as determined by the BRA) showing relationships of the proposed project to the neighborhood's:
 - a. massing
 - b. building height
 - c. scaling elements
 - d. open space
 - e. major topographic features
 - f. pedestrian and vehicular circulation
 - g. land use
3. Color or black and white 8"x10" photographs of the site and neighborhood
4. Sketches and diagrams to clarify design issues and massing options
5. Eye-level perspective (reproducible line or other approved drawings) showing the proposal (including main entries and public passages/areas) in the context of the surrounding area. Views should display a particular emphasis on important viewing areas such as key intersections or public parks/attractions. Long-ranged (distanced) views of the proposed project should also be studied to assess the impact on the skyline or other view lines. At least one bird's-eye perspective should also be included. All perspectives should show (in separate comparative sketches) both the build and no-build conditions. The BRA should approve the view locations before analysis is begun. View studies should be cognizant of light and shadow, massing and bulk.
6. Additional aerial or skyline views of the project, if and as requested
7. Site sections at 1":20' or larger (or other scale approved by the BRA) showing relationships to adjacent buildings and spaces
8. Site plan(s) at an appropriate scale (1":20' or larger, or as approved by the BRA) showing:
 - a. general relationships of proposed and existing adjacent buildings and open spaces
 - b. open spaces defined by buildings on adjacent parcels and across streets
 - c. general location of pedestrian ways, driveways, parking, service areas, streets, and major landscape features
 - d. pedestrian, handicapped, vehicular and service access and flow through the parcel and to adjacent areas
 - e. survey information, such as existing elevations, benchmarks, and utilities
 - f. phasing possibilities

- g. construction limits
- 9. Model made of bass wood at a 1"=10' scale minimum with the surrounding context with the proposed projects and existing conditions extending to a minimum three-block radius beyond each development parcel
- 10. A massing model of the proposal in a digital 3D Max format. The digital model must illustrate the proposal and its immediate surrounding blocks in sufficient detail using texture mapping. The digital specifications of the model must be made in coordination with the BRA Urban Design Department to fit the BRA's city-wide digital model
- 11. Study model at 1":16' or 1":20' showing preliminary concept of setbacks, cornice lines, fenestration, facade composition, etc.
- 12. Drawings at an appropriate scale (e.g., 1":8', 1":16', or as determined by BRA) describing architectural massing, facade design and proposed materials including:
 - a. building and site improvement plans
 - b. neighborhood elevations, sections, and/or plans showing the development in the context of the surrounding area
 - c. sections showing organization of functions and spaces, and relationships to adjacent spaces and structures
 - d. preliminary building plans showing ground floor and typical upper floor(s)
 - e. phasing, if any, of the proposed project
- 13. A written and/or graphic description of the building materials and its texture, color, and general fenestration patterns
- 14. U.S. Green Building Council LEED Project Checklist/Scorecard
- 15. Electronic files describing the site and proposed project at Representation Levels one and two ("Streetscape" and "Massing") as described in the document *Boston "Smart Model": Two-Dimensional Mapping Standards* (Appendix 3)
- 16. Full responses, which may be in the formats listed above, to any urban design-related issues raised in preliminary reviews or specifically included in the BRA scoping determination, preliminary adequacy determination, or other document requesting additional information leading up to BRA Board action, inclusive of material required for BCDC review
- 17. Proposed schedule for submission of all design or development-related materials

In addition, all IMP and PDA Master Plan submissions (for areas comprising more than a single site/structure) shall include the following, again in printed and duplicable digital format, and revised as required during the review process for later reference:

- 18. A comprehensive Plan Area map, clearly indicating bounds and all site locations and approximate building footprints
- 19. Such Plan Area map, modified to show (a) existing and (b) proposed zoning restrictions
- 20. For IMPs, a table and map listing all buildings owned or leased by the institution, both on and off the campus, and indicating
 - a. total area including area below grade
 - b. uses and area devoted to each use
 - c. height in feet and number of floors, including floors below grade
 - d. age
 - e. condition
 - f. proposed action (rehabilitation, demolition, replacement, or other) during

the term of the IMP

- g. proposed uses with area devoted to each use
- 21. Uses (specifying the principal sub-uses of each land area, building, or structure)
- 22. Square feet of gross floor area within Plan Area
- 23. Square feet of gross floor area eliminated from existing buildings through demolition of existing facilities
- 24. Floor area ratios, individually and in total
- 25. Building heights within Plan Area
- 26. Parking areas or facilities, both existing and to be modified or provided in connection with proposed projects
- 27. A series of neighborhood plans (to the extent not covered in item #2 above) at a scale of 1":100' showing existing and proposed building heights, building uses, pedestrian circulation, and vehicular circulation of cars, service vehicles, and buses, shuttles, or ambulances; the area to be included in the plans shall extend not less than 1,500 feet in all directions from the proposed project site except as specifically agreed upon otherwise by the BRA
- 28. Diagrammatic sections through the neighborhood (to the extent not covered in item #2 above) cutting north-south and east-west at the scale and distance indicated above
- 29. True-scale three-dimensional graphic representations of the area indicated above either as aerial perspective or isometric views showing all buildings, streets, parks, and natural features
- 30. A study model at a scale of 1":40' showing the proposal in the context of other buildings extending 500 feet in all directions from the project site or as determined by the BRA. If the Plan Area is within the area of the BRA's Downtown 1":40' Model, see #11 above

B. Phase II Submission: Design Development (At this stage, all relevant PDA or IMP Plan material has been submitted and approved; the building design progresses in this and the following phases.)

- 1. Revised written description of project
- 2. Revised site sections
- 3. Revised site plan showing:
 - a. relationship of the proposed building and open space to existing adjacent buildings, open spaces, streets, and buildings and open spaces across streets
 - b. proposed site improvements and amenities including paving, landscaping, lighting and street furniture
 - c. building and site dimensions, including setbacks and other dimensions subject to zoning requirements
 - d. any site improvements or areas proposed to be developed by some other party (including identification of responsible party)
 - e. proposed site grading, including typical existing and proposed grades at parcel lines
- 4. Dimensional drawings at an appropriate scale (e.g., 1":8') developed from approved schematic design drawings which reflect the impact of proposed structural and mechanical systems on the appearance of exterior facades, interior public spaces, and roofscape including:
 - a. building plans and elevations

- b. preliminary structural drawings
 - c. preliminary mechanical drawings
 - d. sections
 - e. elevations showing the project in the context of the surrounding area as required by the Authority to illustrate relationships or character, scale and materials
5. Large-scale (e.g., 3/4":1') typical exterior wall sections, elevations, and details sufficient to describe specific architectural components and methods of their assembly
 6. Outline specifications of all materials for site improvements, exterior facades, roofscape, and interior public spaces
 7. A study model at an appropriate scale (e.g., 1":8', 1":16', or as determined after review of schematic design) showing refinements of façade design.
 8. Eye-level perspective drawings showing the revised project in the context of the surrounding area
 9. Preliminary samples of all proposed exterior materials (see Appendix 4)
 10. Complete photo documentation (35 mm color slides) of above components including major changes from initial submission to project approval, if and as requested by the BRA.
 11. U.S. Green Building Council LEED Project Checklist/Scorecard
- All above information may be additionally requested in either booklet or suitable electronic form.

C. Phase III Submission: Contract Documents (At this stage, a project has likely received approval and is seeking building permits from ISD.)

1. Final written description of project, including final program breakdown
2. A site plan showing all site development and landscape details for lighting, paving, planting, street furniture, utilities, grading, drainage, access, service, and parking
3. Complete architectural and engineering drawings and specifications. One set for BRA reference; additional sets or cover sheets as required for stamped approvals prior to submission to ISD
4. A complete list of exterior building and site materials and plantings, including a materials sample board if and as requested (see Appendix 4)
5. Eye-level perspective drawings or presentation model that accurately represents the project, and a rendered site plan showing all adjacent existing and proposed structures, streets, sidewalks, pathways, and site improvements
6. Site and building plan at 1":100' for Authority's use in updating its 1":100' photogrammetric map sheets, if and as requested
7. Revised basswood models of final project design suitable for placement, if and as appropriate, in the applicable BRA model bases
8. A massing model of the proposal in a digital 3D Max format. The digital model must illustrate the proposal and its immediate surrounding blocks in sufficient detail using texture mapping. The digital specifications of the model must be made in coordination with the BRA Urban Design Department to fit the BRA's city-wide digital model
9. Electronic files describing the site at Representation Levels three and four ("Building Envelope" and "Photo-realistic") as described in the document Boston "Smart Model": Two-Dimensional Mapping Standards. This should include the

- site, if topology has been altered
10. U.S. Green Building Council LEED Project Checklist/Scorecard
 11. Complete photo documentation (35 mm color slides) of above components including major changes from initial submission to project approval, if and as requested by the BRA.

All above information may be requested in electronic form suitable to the BRA for purposes of reference and information. All above information may be requested in booklet form for limited distribution or reference.

- D. Phase IV Submission: Construction Inspection (Phase IV occurs throughout the construction period.)
1. All contract addenda, proposed change orders, and other modifications and revisions of approved contract documents that affect site improvements, exterior facades, roofscape (inclusive of HVAC equipment and mechanical or access penthouses), and interior public spaces submitted to the Authority for review and approval prior to effectuation
 2. Shop drawings of architectural components which differ from or were not fully described in the contract documents
 3. Information or modifications requested as a condition of approval by the BRA
 4. A signage plan or specific signage or building identification proposals
 5. A lighting plan or any specific site or building facade lighting proposals, inclusive of any off-site lighting of buildings or monuments undertaken in conjunction with the project
 6. Mock-up panels: Full-size assemblies (at the project site) of significant exterior materials, inclusive of proposed details of construction (joint materials including grout or caulking, window frames, mullions, and panning, glass and spandrel panels, masonry or other patterning) and including all feasible facade conditions. Drawings of proposed mock-up panels shall be submitted to the BRA for review and approval prior to erection. Approval of all materials, including both site and building materials, shall not be deemed final until after this mock-up panel review has been completed by the BRA (see Appendix 4)
 7. Viewing of any additional models or mock-ups promulgated by the developer for marketing or other purposes
 8. U.S. Green Building Council LEED Project Checklist/Scorecard

IV. BRA PROJECT IMPACT ASSESSMENT

Whether or not a project comes within the purview of the MEPA review requirements, the BRA may request all or several of the environmental analyses listed below. The extent of analyses required depends on the size, location, and complexity of the project as defined in the scoping determination issued during Article 80 review.

- A. Transportation Impacts/Access Plan
1. Parking
 - a. Number of spaces provided indicating public and private allocation
 - b. Reduction in parking from previous use of site
 - c. Proposal's impact on demand for parking
 - d. Parking plan, including layout, access, and size of spaces

- e. Evidence of compliance with City of Boston parking freeze requirements
- 2. Loading
 - a. Number of docks
 - b. Location and dimension of docks
- 3. Access
 - a. Size and maneuvering space on-site or in public right-of-way
 - b. Access, curb cuts, and/or sidewalk changes required
- 4. Vehicular Traffic
 - a. Project vehicular traffic demand and generation (daily and peak-hours) and distribution
 - b. Circulation and access impacts on the local and regional street system and local intersections (traffic impact area), including capacity and level-of-service analyses
 - c. Modal split and vehicle occupancy analysis
- 5. Public Transportation
 - a. Location and availability of public transportation facilities
 - b. Usage and capacity of existing system
 - c. Peak-hour demand and capacity analysis
 - d. Measures to encourage use of public transportation
- 6. Pedestrian Circulation
 - a. Demand and capacity analysis on project area sidewalks
 - b. Connections to public transportation station stops
 - c. Effect on pedestrian flows of project parking and servicing entrances and exits
- 7. Access Plan
 - a. Measures to manage parking demand and optimize use of available parking spaces, including:
 - Proposed rate structure(s)
 - Ride-sharing incentives and information dissemination
 - Set-asides for high-occupancy-vehicles: number and location
 - Set-asides for after morning commuter peak (usually 9:30 or 10:00 a.m.)
 - b. Measures to encourage public transportation use, including:
 - Mass transit information dissemination
 - MBTA pass sales and subsidies
 - Direct station links or pedestrian connections
 - c. Measures to reduce peaking, including:
 - Encouragement of flexible work hours
 - Restrictions on service and good deliveries
 - d. Measures to mitigate construction impacts, including:
 - Time and routes of truck movements
 - Storage of materials and equipment
 - Worker parking and commuting plan
 - e. Monitoring and reporting measures

B. Environmental Protection

- 1. Wind
 - a. A qualitative or quantitative (wind tunnel) analysis of pedestrian level winds may be required for existing (no-build) and build conditions. Wind

tunnel testing shall be required for:

Any building higher than 150 feet

Any building 100 feet high and at least two times higher than the adjacent buildings

Any other building which falls below these thresholds but because of its context and particular circumstances would require wind tunnel testing

- b. The analysis shall determine potential pedestrian level winds adjacent to and in the vicinity of the project site and shall identify any areas where wind velocities are expected to exceed acceptable levels, including the Authority's guideline of an effective gust velocity of 31 miles per hour (mph) not to be exceeded more than 1% of the time
- c. The analysis also shall determine the suitability of particular locations for various activities (e.g., walking, sitting, eating, etc.) as appropriate
- d. Particular attention shall be give to public and other areas of pedestrian use, including, but not limited to, entrances to the project and adjacent buildings, sidewalk adjacent to and in the vicinity of the project buildings, and parks, plazas, and other open spaces and pedestrian areas near the project development
- e. Wind speeds shall be measured in miles per hour
- f. For areas where wind speeds are projected to be dangerous or to exceed acceptable levels, measures to reduce wind speeds and to mitigate potential adverse impact shall be identified and, if appropriate, tested
- g. Should a qualitative analysis indicate the possibility of excessive or dangerous pedestrian level winds, additional analyses, including wind tunnel testing may be required
- h. Wind tunnel testing shall be conducted in accordance with the Protocol for Quantitative Pedestrian Level Wind Impact Analysis (Appendix 5)

2. Shadow

- a. Shadow analysis may be required for existing (no-build) and build conditions for the hours of 9:00 a.m., 12:00 noon, and 3:00 p.m. for the vernal equinox, summer solstice, autumnal equinox, and winter solstice and for 6:00 p.m. in the summer and fall. In addition, on a case-by-case basis, analysis for other times of day (e.g., 10:00 a.m.) may be required
- b. Shadow analysis shall be conducted using the Sun Altitude/Azimuth Table (see Appendix 6)
- c. The shadow impact analysis must include net new shadows as well as existing shadows; net new shadows shall have a clear graphic distinction. For purposed of clarity, new shadows should be shown in a dark, contrasting tone distinguishable from existing shadows
- d. Shadow analysis must show the incremental effects of the proposed development on existing and proposed public open spaces and pedestrian areas (including transit stops), including, but not limited to, sidewalks and pedestrian walkways adjacent to and in the vicinity of the proposed project and parks, plazas, and other open space areas. The analysis must clearly label all streets, vehicular paths, public open spaces, and pedestrian areas adjacent to and in the vicinity of the proposed project area. A North arrow shall be provided on all figures.
- e. Additional shadow analysis may be required depending on the particular circumstances or physical characteristics of the project site, including its

- solar orientation relative to public open spaces, pedestrian and street patterns, existing shadows in the area, historic resources, defined shadow impact areas, or other appropriate factor
- f. If location in relation to Boston Common or Public Garden dictates, analyses indicating any impacts (including potential draw from the 'shadow bank') or proving no impacts within the prescribed exclusion times shall be performed
3. Daylight
 - a. Daylight analysis may be required for no-build, build, and as-of-right conditions (as well as examples from the broader context) and shall be conducted by measuring the percentage of skydome that is obstructed by the proposed project
 - b. Daylight analysis, if required, shall be taken for each major building façade fronting public ways or passages
 - c. The daylight analysis shall be conducted by use of the Boston Redevelopment Authority Daylight Analysis ("BRADA") computer program
 - d. The analysis shall treat three elements as controls for data comparison: 1) existing conditions; 2) the context of the area; and, 3) the as-of-right zoning envelope
 4. Solar Glare
 - a. Analysis of solar glare impact on potentially affected streets and public open spaces and pedestrian areas is required, if applicable, to determine the potential for visual impairment or discomfort due to reflective spot glare
 - b. Analysis of the potential for solar heat buildup in any nearby buildings receiving reflective sunlight from the proposed project is required, if applicable
 5. Air Quality
 - a. An evaluation of the impact on local and regional air quality from a significant stationary source may be required
 - b. A microscale analysis predicting localized carbon monoxide concentrations should be performed, including identification of any locations projected to exceed the National or Massachusetts Ambient Air Quality Standards, for projects in which: 1) project traffic would impact intersections or roadway links currently operating at Level of Service ("LOS") D, E, or F or would cause LOS to decline to D, E, or F; 2) project traffic would increase traffic volumes on nearby roadways by 10% or more (unless the increase in traffic volume is less than 100 vehicles per hour); or, 3) the project will generate 3,000 or more new average daily trips on roadways providing access to a single location.
 - c. A mesoscale analysis predicting the change in regional emissions of volatile organic compounds ("VOCs") and nitrogen oxides ("NOx") should be performed for projects that generate more than 10,000 vehicle trips per day. The above analyses shall be conducted in accordance with the modeling protocols established by the Massachusetts Department of Environmental Protection ("DEP") and the U.S. Environmental Protection Agency ("EPA").
 - d. Emissions from any parking facility constructed as part of the project and from the project's heating and mechanical systems must be estimated. In addition, carbon monoxide monitors shall be installed in all enclosed

- parking facilities and a description of the proposed ventilation system must be provided
 - e. Building/garage air intake and exhaust systems and specifications and an analysis of the impact of exhausts on pedestrians and any sensitive receptors must be identified and described
 - f. Mitigation measures required to minimize or avoid any violation of state or federal ambient air quality standards must be described
- 6. Water Quality and Resources
 - a. The impacts of the proposed project on the water quality of Boston Harbor or other water bodies that could be affected by the proposed project must be evaluated, if applicable
 - b. The impacts of any in-water construction activities must be evaluated, if applicable, including dredging, pile driving, pile removal, pier reconstruction, seawall or shoreline stabilization and/or repair, and site de-watering and runoff
 - c. Study must be made of the potential increase in turbidity and impact on benthic organisms, fish, and other marine resources
 - d. Mitigation measures to reduce or eliminate impacts on water quality must be described
- 7. Flood Hazard Zone/Wetlands
 - a. Where appropriate, a determination must be made of whether or not a proposed project falls within a Federal Flood Hazard Zone or requires a Wetlands Permit
 - b. The impact of the proposed project on wetland resources must be evaluated, if applicable
 - c. Measures to minimize potential flood damage and to comply with city and federal flood hazard regulations and any Order of Conditions issued by the Boston Conservation Commission must be described, if applicable
- 8. Stormwater Management (see also Infrastructure)
 - a. Existing and future stormwater drainage from the project site must be described and quantified
 - b. Best Management Practices must be offered to prevent groundwater contamination and to promote the retention of stormwater discharges within the project site
 - c. Compliance with the Commonwealth's Stormwater Management Policy must be indicated, if applicable. Projects involving disturbances of land of one acre or more shall obtain a Stormwater National Pollution Discharge Elimination System ("NPDES") General Permit for Construction from the EPA and the DEP. If a permit is required, a stormwater pollution prevention plan shall be submitted to the BWSC and BRA (and DEP, if requested) prior to commencing construction
 - d. Measures to reduce Inflow/Infiltration into the stormwater drainage system must be described, if applicable
- 9. Noise
 - a. Noise impacts from the proposed project must be analyzed, including rooftop mechanical equipment and other noise sources (e.g., emergency generators), and a determination made of compliance with City of Boston noise regulations and applicable state and federal regulations and guidelines
 - b. For residential projects, noise levels shall be evaluated to determine

- conformance with the Interior Design Noise Level (not to exceed day-night average sound level of 45 decibels) established by the U.S. Department of Housing and Urban Development (24 CFR Part 51, Subpart B)
- c. Mitigation measures to reduce excessive noise levels to acceptable limits must be described
 - d. A post-construction noise monitoring program may be required to ensure predicted and modeled noise levels are consistent with all applicable City, State, and Federal noise criteria and regulations. Cooperation Agreements may require commitments to post-construction monitoring on a case-by-case basis
10. Solid and Hazardous Wastes
- a. Any known or potential hazardous wastes or contaminants on the project site must be described, together with a description of remediation measures to ensure their safe removal and disposal, pursuant to M.G.L., Chapter 21E and the Massachusetts Contingency Plan
 - b. Any potential hazardous wastes to be generated by the proposed project must be identified (see also Infrastructure)
 - c. The existence of underground storage tanks (“USTs”), and above ground storage tanks (“ASTs”) on the project site must be identified
 - d. Potential waste generation must be estimated and plans for disposal indicated
 - e. Measures to promote the reduction of waste generation and to promote recycling in compliance with the city’s recycling program must be described
11. Groundwater
- a. An engineering analysis of the impact of development on groundwater levels, surrounding structures, and wooden pile foundations must be performed
 - b. An assessment of existing groundwater level conditions and an inventory of buildings that may be supported on wooden piles should be provided
 - c. A description of measures to be used to ensure that groundwater levels will not be lowered during and after construction must be provided, including monitoring of groundwater levels, as applicable
 - d. Mitigation measures must be described such as recharging or recirculating systems, as applicable
 - e. The installation of permanent monitoring wells shall be required
 - f. If monitoring wells are located on private property, permanent easements for access by the Boston Groundwater Trust (“BGT”), or its designated representative, shall be provided
 - g. A mechanism for monthly reporting of monitoring well data to the BRA and BGT should be established
 - h. If on-going pumping or dewatering is required, the metering of discharge should be conducted with oversight by the BWSC
 - i. If the project is located within the Groundwater Conservation Overlay District an analysis demonstrating compliance with Article 32 of the Code must be performed
12. Geotechnical
- a. Existing subsoil conditions must be analyzed, including the potential for

- ground movement and settlement during excavation, and the potential impact on adjacent and nearby buildings and infrastructure
 - b. Foundation construction methodology, the amount and method of excavation, if applicable, and the need for any blasting and/or pile driving and the impact on adjacent buildings and infrastructure must be fully described
 - c. As applicable, a Vibration Monitoring Plan shall be developed prior to commencing construction activities to ensure that impacts from project construction on adjacent buildings and infrastructure are avoided
 - d. Mitigation measures to minimize and avoid damage to adjacent buildings and infrastructure must be described
 - e. Consistent with the State building code, the earthquake potential in the project area shall be analyzed and a description of measures to be implemented to mitigate any adverse impacts from an earthquake event shall be provided
- 13. Construction Impacts
 - a. Potential dust generation and pollutant emissions from construction activities and equipment and measures to control these emissions must be identified
 - b. If asbestos-containing materials, lead paint, or other hazardous materials are identified during demolition, renovation, or removal of building materials, compliance with DEP, the Boston Public Health Commission, and ISD guidelines and requirements must be demonstrated
 - b. Potential noise generation from construction activities and equipment and measures to minimize increase in noise levels must be identified
 - c. Construction staging areas and construction worker parking must be described; measures to encourage car pooling and/or use of public transportation by construction workers must be identified
 - d. Construction schedule and hours of operation must be described
 - e. Access routes for construction trucks and estimate of anticipated volume of construction truck traffic must be described
 - f. Construction methodology and excavation, maintenance of groundwater levels, and measures to prevent any adverse impacts on adjacent buildings and infrastructure must be described
 - g. The method of demolition of any existing buildings on site must be identified, if applicable
 - h. Potential recycling of construction and demolition debris must be identified
 - i. Best Management Practices to control erosion and prevent the discharge of sediments and contaminated groundwater or stormwater runoff into the City's drainage system must be offered
 - j. The impact of project construction on rodent populations must be identified and the proposed rodent control program must be described
 - k. Measures to protect the public safety must be described
 - l. Coordination of project construction with any other construction projects in the vicinity during the same construction time period should be described
- 14. Wildlife Habitat/Natural Features
 - a. Significant flora and fauna present at the project site must be identified, if applicable

- b. Any significant natural features and geologic conditions must be identified, if applicable
 - c. Mitigation measures to preserve and avoid damage to any significant natural features and resources must be described
- C. Urban Design (See above for detailed submission scope)
- D. Sustainable Development/High Performance Green Buildings
1. Analyze and document the project according to the U.S. Green Building Council LEED building rating system. According to building type, follow the most appropriate LEED building rating system and document how the proposed project design and construction practices comply with the LEED Building Rating System and implied standards on a point by point basis. Following are the current LEED-NC v2.1 section headings; consult with the BRA and/or the U.S. Green Building Council for the most appropriate rating system and current standards. The BRA will update these standards consistent with the most current standards.
 - a. Sustainable Sites (Erosion & Sedimentation, Site Selection, Development Density, Alternative Transportation, Brownfield Redevelopment Reduced Site Disturbance, Stormwater Management, Landscape & Exterior Design to Reduce Heat Islands, Light Pollution Reduction)
 - b. Water Efficiency (Water Efficient Landscaping, Innovative Wastewater Technologies, Water Use Reduction)
 - c. Energy and Atmosphere (Building System Commissioning, Energy Performance, CFC Reduction in HVAC&R Equipment, Optimize Energy Performance, Renewable Energy, Additional Commissioning, Ozone Depletion, Measurement & Verification, Green Power)
 - d. Materials and Resources (Recycling, Building Reuse, Construction Waste Management, Resource Reuse, Recycled Content, Local/Regional Materials, Rapidly Renewable Materials, Certified Wood)
 - e. Indoor Environmental Quality (Minimum IAQ Performance, Environmental Tobacco Smoke Control, CO2 Monitoring, Ventilation Effectiveness, Construction IAQ Management Plan, Low-Emitting Materials, Indoor Chemical & Pollutant Control, Controllability of Systems, Thermal Comfort, Daylight and Views)
 - f. Innovation and Design Process (Innovation in Design, LEED Accredited Professional)

Project registration and certification with the U.S. Green Building Council is strongly encouraged but not required. However, all projects must meet the minimum point requirements for certification under the U.S. Green Building Council standards and must submit the U.S. Green Building Council LEED Project Checklist/Scorecard and related documentation to the BRA for review. Projects registering with the U.S. Green Building Council for LEED certification are to copy the BRA on submission items including: LEED letter; LEED registration information; and, LEED Project Checklist/Scorecard and related documentation.

All cooperation agreements shall clearly state project commitments to the U.S.

Green Building Council LEED rating system standards as outlined above.

2. Participation in the EPA's Energy Star/Green Lights program is required.

E. Infrastructure Systems Component

This section analyzes the impacts of a proposed project on the infrastructure systems of the City: total demand or contribution to the tributary area; comparison to available capacity; assurance of availability of all project needs without major infrastructure investments or, if upgrading is needed, mitigation proposed; impacts on existing or abandoned infrastructure artifacts; adequacy of infrastructure systems in the vicinity; and potential for consolidation or improvement of efficiency, especially in larger projects and PDAs or IMPs. The analysis should be organized system by system, and reference related discussions which may occur in response to other sections (i.e., drainage systems, innovative energy utilization).

1. Capacities

- a. Provide an evaluation of the proposed project's impact on the capacity and adequacy of existing water, sewerage, energy (including gas and steam), and electrical communications (including telephone, fire alarm, computer, cable, etc.) utility systems, and the need reasonably attributable to the proposed project for additional systems facilities. Include all background (pipeline) proposed projects in the tributary area

2. Upgrades

- a. Describe anticipated impacts due to any system upgrading or connection requiring a significant public or utility investment, creating a significant disruption in vehicular or pedestrian circulation, or affecting any public or neighborhood park or streetscape improvements, comprising an impact which must be mitigated

3. Mitigation

- a. Describe proposed mitigation, if applicable

4. Utility Systems and Water Quality

- a. Estimate water consumption and sewage generation from the proposed project and the basis for each estimate. Include separate calculations for air conditioning system make-up water.
- b. Describe the capacity and adequacy of water, drainage and sewer systems and evaluate the impacts of the proposed project on those systems
- c. Identify measures to conserve resources, including any provisions for recycling
- d. Describe the proposed project's impacts on the water quality of Boston Harbor or other water bodies that could be affected by the project, if applicable
- e. Describe mitigation measures to reduce or eliminate impacts on water quality
- f. Describe impact of on-site storm drainage on water quality
- g. Detail methods of protection proposed for infrastructure conduits and other artifacts, including BWSC sewer lines and water mains, during construction
- h. Detail the energy source of the interior space heating; how obtained, and, if applicable, plans for reuse of condensate

5. Energy Systems
 - a. Describe energy requirements of the project and evaluation of project impacts on resources and supply
 - b. Describe measures to conserve energy usage and consideration of the feasibility of including solar energy provisions or other on-site energy provisions
 - c. Describe the location of transformer and other vaults required for electrical distribution or ventilation (must be chosen to minimize disruption to pedestrian paths and public improvements both when operating normally and when being serviced)
6. Other System
 - a. Describe any other system (emergency systems, gas, steam, optic fiber, cable, etc.) utilized or impacted by a proposed project
 - b. Identify unique infrastructure issues which arise for specific sites (i.e., adjacency to MBTA structures or subsurface conduit easements)

F. Historic Resources

1. Identify and describe historic resources (historic districts and properties) and archaeological resources located in the vicinity of the project site
2. Evaluate the impacts of the proposed project on historic and archaeological resources, including, as applicable, wind and shadow impacts, visual impacts, and design impacts (scale, height, massing, materials, and other architectural elements)
3. Describe measures to mitigate, minimize, or avoid any potential adverse impacts on any historic or archaeological resource

G. Site Plan

(Required for any proposed project located in a Conservation Protection Subdistrict ("CPS") or a Greenbelt Protection Overlay District ("GPOD")).

1. Provide a survey map prepared by a registered surveyor showing topography at two foot intervals including the location, caliper, and species of individual trees of 6-inch caliper or more and the location of significant natural features on the site, including water courses, water bodies, wetlands, unusual gradients and geologic formations, plant communities, and wildlife habitats. Such survey plan shall also show existing structures, parking areas, driveways and other paved surfaces, and utility lines
2. Provide photographs showing the location and condition of significant natural features
3. Provide a proposed site plan showing the proposed project and the anticipated location of other planned projects within the CPS or GPOD, together with planned grading and landscaping, streets, sidewalks, utilities, and other planned features of the site. Such site plan shall also show the extent to which significant natural features of the site will be preserved and protected
4. Provide a drainage plan and soil report prepared by a registered engineer, when necessary, to assess the drainage impacts of the proposed site plan on significant natural features
5. Describe a proposed maintenance program for the significant natural features of the site, including a statement of whose responsibility it will be for the

6. performance of the maintenance program
6. Submit any other information relating to the site plan of the proposed project and the preservation and protection of its significant natural features as requested

H. Tidelands

(Required for any proposed project that requires a license under M.G.L. Chapter 91)

1. Provide documentation of the location of historic tidelands, including the historic high and low water marks
2. Identify the location of Commonwealth tidelands and private tidelands
3. Describe the tidelands licensing history of the project site
4. Document compliance with the standards and requirements of Chapter 91 and its implementing regulations or, if applicable, with an approved Municipal Harbor Plan
5. Demonstrate the consistency of the proposed project with waterfront plans and design standards
6. Determine compliance with the applicable policies of the Massachusetts Coastal Zone Management Plan
7. Document how the proposed project serves a public purpose and provides a greater public benefit than public detriment to the rights of the public in the tidelands
8. Evaluate the provision of public access to the tidelands and of any civic and/or cultural uses to be provided

In addition to the potential environmental impacts indicated above, the BRA will expect the following information from IMP submissions in order to better assess the social impacts of proposed development:

A. Institutional Mission and Objectives

1. Provide the institution's strategic plan, including long-term physical goals, academic/program goals, and other initiatives

B. Demographics

1. Provide details on the current and projected campus population (including undergraduates, graduates, faculty, staff, etc.)

C. Existing Property and Uses

1. Identify all institutionally owned tax-exempt and taxable properties (including acreage, gross building square footage, uses, heights, etc.)
2. Identify all institutionally leased properties (including square footage, uses, heights, etc.)
3. Identify real estate development projects that are proposed or under review (including square footage, uses, heights, zoning, parking, etc.)
4. Identify current and proposed housing (including on-campus and off-campus beds and apartments)

D. Workforce Development

1. Identify current workforce and projected needs
2. Identify number and percentage of Boston residents employed by neighborhood as well as position, salary, and education-level
3. Explain existing and proposed programs to train and employ Boston residents and Boston Public Schools students

E. Transportation

1. Identify campus population commuting data
2. Identify current and projected on- and off-campus parking spaces
3. Identify on-campus bike racks

F. Security Plan

1. Provide safety and security plan

G. Financials

1. Indicate annual operating budget
2. Indicate direct and indirect economic impact, including direct purchasing within the City of Boston
3. Provide details of PILOT and property tax payments
4. Indicate water and sewer payments
5. Indicate other City of Boston fees and permit payments

H. Community Benefits

1. Indicate existing or proposed programs which enhance the surrounding neighborhoods
2. Indicate positive benefits that mitigate the impacts of existing and proposed projects

V. RELOCATION INFORMATION

- A. Applicant shall submit a statement concerning applicability to project of any Federal or State Relocation Regulations, and Citation of Regulations
- B. If Chapter 121A, 121B, or Chapter 79A is applicable, then a statement is required that relocation information and relocation plan will be submitted under separate cover in accordance with Chapter 121A, 121B, or Chapter 79A requirements
- C. For projects not covered by Federal or State programs containing relocation regulations, the following information is required:
 1. Number of units in building(s) to be demolished or vacated
 2. Number of occupied units, by type, per building
 3. Tenure of occupants (owner/tenant/sub-tenant)
 4. Name and address of each occupant (owner or prime tenant)
 5. Information on size and monthly costs:
 - a. Residential unit – number of rooms, bedrooms, and monthly rent, indicating included utilities

- b. Non-residential – gross square feet of area, number of floors, including ground floors and monthly rent, indicating included utilities
- 6. Length of occupancy of current occupant in unit (and building if greater)
- 7. Estimate of the total number of small businesses
- 8. Number, if any, of minority households or businesses displaced
- 9. Net increase or decrease in number of units:
 - a. Total number of housing units proposed
 - b. Reduction in rent restricted units

VI. FINANCIAL INFORMATION

The BRA reserves the right to request financial projections for a proposed project if a proponent cites financial limitations for non-compliance with BRA modifications.

ZONING REVIEW GUIDELINES

BRA staff serve the Boston Zoning Commission (“Zoning Commission”) and the Boston Board of Appeal (“ZBA”) by providing review and recommendations of proposals or projects submitted to each entity. Zoning review is initiated by a request for a building or occupancy permit. If the application complies with relevant building and zoning codes as well as other City requirements, the ISD will issue a permit. If a proposed project does not comply with the Code, permission to deviate from the Code may be sought by an exception, variance, or conditional use permit from the ZBA after a formal letter of refusal is obtained from ISD.

Zoning Variances and Conditional Use Permits

In order to obtain a variance an applicant must demonstrate that special circumstances exist that make a property different from others in the district. Variances can be sought for such issues as use, height, density, floor area ratio (“FAR”), setback, and parking ratios. The Code also specifies certain uses that are conditional, as opposed to those which are specifically allowed or forbidden in a district. An applicant obtains a conditional use permit by demonstrating that a proposed use is suitable for its location and will not have a detrimental effect on the surrounding areas. Following BRA review and recommendation, the ZBA will hold a public hearing and approve or reject the zoning variance or conditional use permit application.

Special Zoning Designations

In Section 3-1A, the Code defines several categories of special purpose overlay districts. In these districts, the regulations specified for the base district apply, except when in conflict with the special regulations. Special zoning designations require an amendment to the Code by the Zoning Commission. Selected special zoning districts are:

Planned Development Areas: PDA designation may be obtained for a project on a site of at least one acre. To effectuate a PDA designation, the BRA must approve a PDA development plan or PDA master plan and the Zoning Commission must also approve the PDA development plan or PDA master plan and adopt a map amendment designating the development plan area as a map amendment.

Urban Renewal Subdistricts (“U* Districts”): An urban renewal subdistrict designation is only allowed within an already approved urban renewal project area. It is available if the BRA is assured that the proposal’s zoning map amendment conforms with the area’s urban renewal plan and with the specific requirements outlined in the urban renewal plan.

CITY OF BOSTON/BRA POLICIES

BRA Policy on Mitigation

The mitigation of development impacts has been a part of the Boston Zoning Code since its beginnings. Article 80 requires the identification and mitigation of impacts of large-scale development as part of the development review process. In October 2000, Mayor Thomas M. Menino outlined the Impact Advisory Group (“IAG”) process in “An Order Relative to the Provision of Mitigation by Development Projects in Boston.” The Mayor further amended the process in April 2001, in “An Order Further Regulating the Provision of Mitigation by Development Projects in Boston” in order to increase the representation of local elected officials. These Orders, adopted by the BRA Board, create a comprehensive framework to clarify the role of the BRA, the City, the developer, and the community in the determination and mitigation of the impacts of development.

The IAG may contain up to fifteen (15) members, two (2) each nominated by the state senator, state representative, and district city councilor, and the remainder by appointment of the Mayor on the recommendation of residents, businesses, and community organizations as well as at-large city councilors. The IAG advises the BRA on impact and mitigation. IAGs offer BRA staff the chance to work closely with diverse members of the community to understand local concerns, needs, and opportunities. IAG members are invited to take part in the public agency scoping sessions called for in Article 80 of the Boston Zoning Code. The IAG is also encouraged to take part in community meetings that allow for public review and discussion of proposed projects. IAG members are offered the opportunity to review for comment major submissions by a project proponent as well as the Cooperation Agreement between the developer and the BRA prior to its adoption by the BRA.

IAGs are an important ingredient of the BRA’s citizen participation program. The BRA encourages public input and involvement at every stage – formal and informal – of the development review process. While the BRA is responsible under state law and local ordinance for official review and approval of proposed projects in Boston, the ideas and concerns of the community are essential components of this evaluation. IAGs do not replace the role of the greater community in the development review process. The IAG is an overlay to the existing process that allows for greater understanding by the BRA of local concerns and greater public insight into the thinking of the BRA and other public agencies involved in the development review process.

BRA Inclusionary Development Demonstration Program

The City and Boston Redevelopment Authority have established an inclusionary development demonstration program in order to promote the production of affordable housing in Boston. Any proposed housing project that is 1) undertaken or financed by any agency of the City of Boston or the BRA or to be developed on property owned by the City of Boston or the BRA that includes 10 units or more, or 2) any housing project that includes 10 or more units of housing and requires zoning relief shall be subject to the inclusion of affordable units. In such projects, no less than a number equal to 15% of the market-rate units shall be made affordable to moderate-income (up to 80% of median income) and middle-income (between 80% and 120% of median income) households. The demonstration program provides the developer with three options.

1. *Affordable Housing Creation On-Site* - Of the affordable units, 50% of the units shall be affordable to households with incomes below 80% of median income. No more than 50% shall be affordable to households with incomes between 80% and 120% of median income, provided that on average these middle-income units are affordable to households earning 100% of median income.
2. *Affordable Housing Creation Off-Site* - Subject to the approval of the Director of the BRA, the developer may choose to create 15% of the total number of units off-site. Fifty percent (50%) of the off-site units shall be affordable to households earning below 80% of median income. The remaining 50% shall be affordable to households earning between 80% and 120% of median income, provided that on average these middle-income units are affordable to households earning 100% of median income.
3. *Cash-Out* - Subject to the approval of the Director of the BRA, the developer may propose to meet its affordable housing obligations by making a dollar contribution. This is calculated by multiplying the total number of units by 15% and the resulting number by an affordable housing cost factor, currently standing at \$97,000. The affordable housing cost factor will be adjusted annually on July 1st.

Fair Housing

The Boston Fair Housing Commission ("BFHC") works to eliminate discrimination and increase access to housing in Boston through investigation and enforcement, affirmative marketing, housing counseling, and interagency coordination. The BFHC also manages a computerized listing service of regional housing opportunities in an effort to provide low-income households increased access to housing in 126 cities and towns of metropolitan Boston.

In order to increase access to housing for City of Boston residents, the BFHC administers the City's Affirmative Fair Housing Marketing Program ("Program"). The Program requires all developers of five or more units that utilize any form of public assistance (land or financial) to affirmatively market their housing units by taking extra steps to attract buyers and tenants least likely to apply because of the development's location. Additionally, any project subject to the BRA's inclusionary development policy will adhere to BFHC requirements. The goal is to foster fair housing and open housing access throughout the City and to attract an applicant pool that reflects the racial composition of the City as a whole.

Any developer subject to the Program must submit to the BFHC an Affirmative Fair Housing Marketing and Buyer/Tenant Selection Plan ("Plan"). The Plan must be submitted prior to execution of an Affordable Housing Agreement and within 30 days of receiving a tentative designation by the City or BRA or a preliminary financing commitment from the primary funding source.

Boston Residents Jobs Policy

Chapter 30 of the Ordinances of 1983 established a Boston Resident Jobs Policy. The 1983 ordinances require contractors performing work on construction projects funded in whole or in part by the city to ensure 50% Boston resident, 25% minority and 10% female participation of the total construction work-hours performed on the project.

A July 12, 1985, Executive Order extends the Resident Jobs Policy ordinance to cover privately

financed construction projects in excess of 100,000 square feet (excluding housing developments). The Order includes the same hiring requirements and requests that each developer submit a detailed employment plan with provisions for monitoring, compliance, and sanctions. The submission of the Boston Residents Construction Employment Plan is required prior to the issuance of a building permit for the project. Developers are obligated to work with the BRA's Office of Jobs and Community Services ("JCS") to ensure that, once a project is completed, Boston residents have full access to any new employment opportunities. Working with JCS includes submitting information regarding anticipated job creation and the type of education and training required for the positions. All developers are expected to provide plans for maximizing the number of Boston residents in jobs with living wages and adequate benefits.

SELECTED BOARDS AND COMMISSIONS

It is the responsibility of the Proponent, working with the BRA review team, to keep the team informed of meetings with other agencies and Commissions and in particular to coordinate potentially overlapping areas of review/control so that reviews are conducted jointly to the extent possible, minimizing the chances of conflicting jurisdictional policies.

Boston Redevelopment Authority Board

The BRA is the planning and economic development agency of the City of Boston, as well as the urban renewal entity. The BRA Board serves as the planning board of the City of Boston. The BRA Board is responsible for overseeing the development review process and the implementation of the Code. Four members are appointed by the Mayor and one member is appointed by the Director of the Massachusetts Department of Housing and Community Development. The BRA Board generally meets every third week.

Boston Board of Appeal

The ZBA hears requests for relief from specific requirements of the Code. Appointed by the Mayor with the confirmation of the Boston City Council, the ZBA is composed of seven members. The ZBA meets on certain Tuesdays at 9:00am in Room 800 on the 8th floor of Boston City Hall.

Boston Civic Design Commission

Required by Article 28 of the Code, BCDC review considers the relationship of a proposed project to the public realm. Appointed by the Mayor, the BCDC is composed of eleven members. The BCDC meets on the first Tuesday of the month at 5:00pm in the BRA Board Room on the 9th floor of Boston City Hall. BCDC subcommittees meet during the times between official BCDC meetings to explore projects in greater detail and generate recommendations for the full BCDC.

Boston Conservation Commission

The Boston Conservation Commission ("BCC") protects and preserves open space and other natural areas of the City including wetlands. The BCC administers the Massachusetts Wetlands Protection Act, the Massachusetts Rivers Protection Act, and the Conservation Commission Act. The BCC is comprised of seven Commissioners and an Executive Secretary appointed by the Mayor. The Commission administers the Commonwealth's Wetlands Regulations by determining wetland boundaries, reviewing the permitting projects proposed in or near wetlands and defined buffer areas, and by placing conditions on development projects that affect wetlands. Waterway protections include ponds, rivers, and the tidal areas of Boston Harbor. The Commission also seeks appropriate public access to these resources.

Boston Groundwater Trust

The BGT was established in 1986 by City of Boston Ordinance, and as revised in 2005. The BGT's mission is to monitor groundwater levels in Boston and to make recommendations to raise, restore, or protect the water table in areas of the City with wood pilings or other potentially affected foundations. The BGT works with ISD and the BRA to understand and mitigate any negative impacts of development projects on ground water levels.

Boston Landmarks Commission

In 1975, state legislation (Chapter 772, M.G.L. 1975 as amended) created the Boston Landmarks Commission ("BLC") as Boston's city-wide historic preservation agency. It performs many functions including identifying and preserving historic properties, reviewing development and demolition activities proposed in the city, providing public information and assistance on preservation practices, and providing staff support to local historic district commissions. The local commissions have specific powers of review; the three largest (in covered geographic area) are the Beacon Hill Architectural Commission, the Back Bay Architectural Commission, and the South End Landmark District Commission. The BLC also administers the City's Demolition Delay process, Article 85 of the Code.

Boston Parks and Recreation Commission

The Boston Parks and Recreation Commission ("Parks Commission") has authority over and responsibility for public parklands in the City of Boston. Additionally, the Parks Commission has oversight of any proposed development or construction project within one hundred feet of parkland within Boston. The Parks Commission is composed of five members appointed by the Mayor and confirmed by the City Council.

Boston Public Improvement Commission ("PIC")

The PIC oversees City of Boston property including streets and sidewalks. PIC approval is necessary for temporary and permanent encroachments on the public way including access to streets and sidewalks and structural overhangs. Composed of five members representing City agencies, the PIC meets on certain Thursdays at 10:00am in Room 800 on the 8th floor of Boston City Hall.

Boston Zoning Commission

The Zoning Commission oversees the creation of the Code. Appointed by the Mayor with the confirmation of the Boston City Council, the Zoning Commission is composed of nine members. The Zoning Commission meets on certain Wednesdays at 9:00am in the BRA Board Room on the 9th floor of Boston City Hall.

FEES

Fees may apply to projects under review by the BRA, including zoning relief application fees, building permit fees, and certain BRA property sales or leases.

APPENDICES

- Appendix 1: Massachusetts Environmental Policy Act Review
- Appendix 2: Large Project Review, Planned Development Area Review, Institutional Master Plan Review, and Small Project Review Flow Charts
- Appendix 3: Boston "Smart Model": Two-Dimensional Mapping Standards
- Appendix 4: A Guide for the Preparation of Materials Samples Construction Detail Panels
- Appendix 5: Protocol for Quantitative Pedestrian Level Wind Impact Analysis
- Appendix 6: Sun Altitude/Azimuth Table

Appendix 1

MASSACHUSETTS ENVIRONMENTAL POLICY ACT REVIEW

The Massachusetts Environmental Policy Act (“MEPA”) requires the review and evaluation of projects to identify and mitigate environmental impact. MEPA applies to projects directly undertaken by a state agency (including leases and transfers of property undertaken by an agency) and to privately-initiated projects requiring an agency permit or receiving financial assistance from an agency.

Regulations implementing MEPA were promulgated by the Executive Office of Environmental Affairs (“EOEA”). These regulations establish a process whereby an Environmental Notification Form (“ENF”) must be filed with EOEA for public and agency review as the preliminary step in determining the need for an Environmental Impact Report (“EIR”). For activities or actions undertaken by an agency, the preparation of the ENF (and of the EIR, if subsequently required) is the responsibility of the agency itself. For private projects seeking state or BRA financial assistance or a permit (e.g., Chapter 91 license), the project proponent is responsible for preparing the required documents.

In addition to describing the environmental review process, the MEPA regulations also establish review thresholds which specify whether MEPA review shall consist of an ENF and a mandatory EIR or of an ENF and other MEPA review if so required. Specific rules of application are included in the regulations.

The public/agency review period for an ENF is 20 days following publication of an ENF’s notice of submission and availability in EOEA’s Environmental Monitor. Notices are published twice monthly, on approximately the 7th and the 21st of the month. The Secretary of Environmental Affairs then has 10 days in which to issue a certificate stating whether or not an EIR is required.

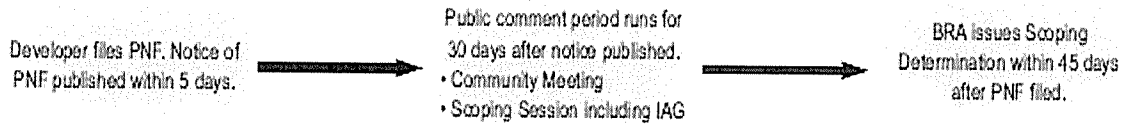
If an EIR is required, the normal EIR process from beginning of the preparation of the EIR to final approval takes five to six months and considerably longer for major and complicated projects.

Article 80, Section 80-6 of the Code provides for a coordinated review and the submission of a single set of documents to satisfy the requirements of both MEPA and Article 80.

Appendix 2

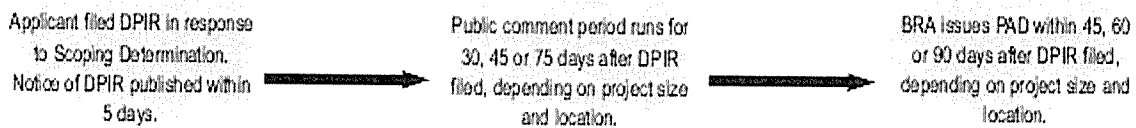
The following flow chart illustrates the Large Project Review Process:

Step 1. Project Notification from (PNF) and Scoping Determination



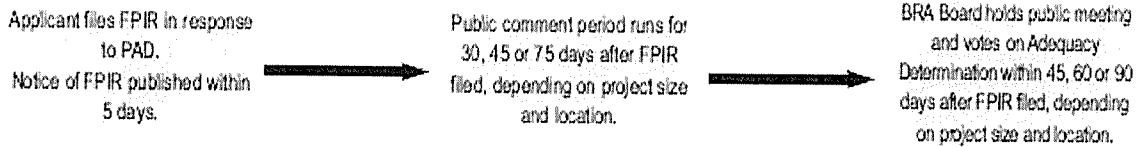
The Scoping Determination may waive further review, and require mitigation commitments, if the BRA Board finds that the PNF and Public Comments provide adequate information about the project's impacts.

Step 2. Draft Project Impact Report (DPIR) and Preliminary Adequacy Determination (PAD)



The PAD may waive further review, and require mitigation commitments, if the BRA Board finds that the DPIR and Public Comments provide adequate information about the project's impacts.

Step 3. Final Project Impact Report (FPIR) and Adequacy Determination



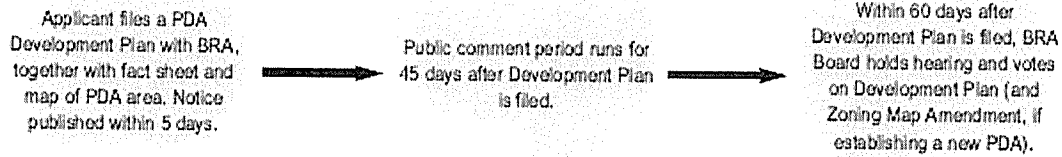
If the Adequacy Determination disapproves the FPIR, the applicant may submit a revised FPIR for review. The revised FPIR receives the same review as the original FPIR.

Step 4. Certification and Implementation

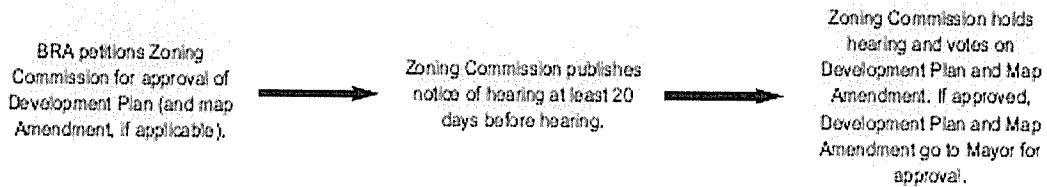


The following flow chart illustrates the PDA Review process:

Step 1. BRA Approval



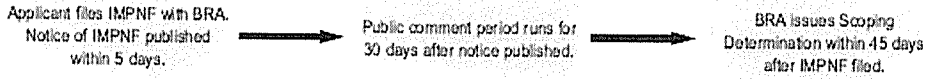
Step 2. Zoning Commission Approval



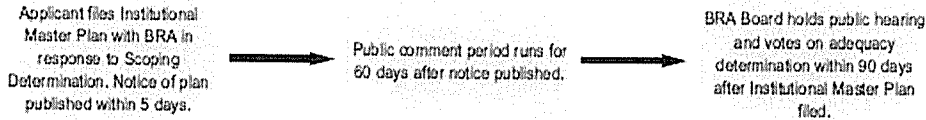
Regulations for Zoning Commission hearings and notices are not part of PDA review under Article 80 but appear in the Boston Zoning Enabling Act (Chapter 655 of the Acts of 1956, included in the front of Volume 1 of the Zoning Code J, which establishes the Zoning Commission).

Where an Institutional Master Plan is required, adding or changing a hospital or college project requires an amendment to an approved Institutional Master Plan. The procedure for amending the plan is the same as the procedure for approving it, as shown below.

Step 1. Institutional Master Plan Notification Form (IMPINF) and scoping determination

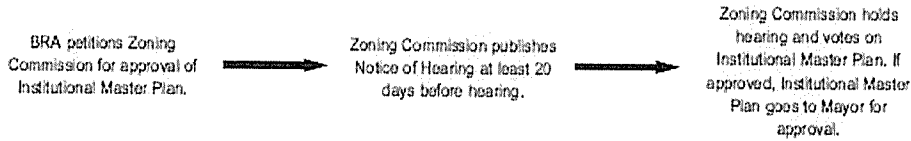


Step 2. Institutional Master Plan Adequacy Determination



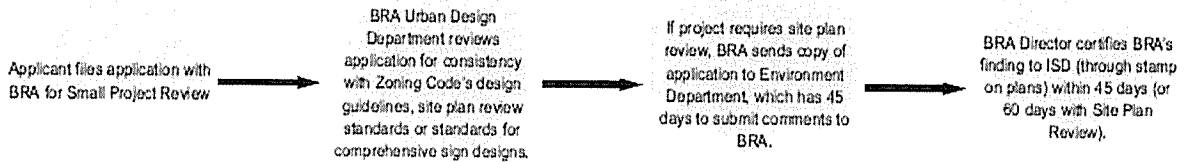
If the Adequacy Determination does not approve the Institutional Master Plan, the institution may submit a revised Master Plan for review. The revised Master Plan receives the same review as the original Master Plan.

Step 3. Zoning Commission Approval



Regulations for Zoning Commission hearings and notices are not part of FDA review under Article 80 but appear in the Boston zoning enabling act (Chapter 665 of the Acts of 1956, included in the front of Volume 1 of the Zoning Code), which establishes the Zoning Commission.

The following flow chart illustrates the Small Project Review:

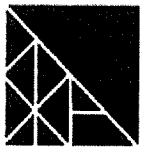


Boston “Smart Model”

Two-Dimensional Mapping Standards

Version 0.1:

November 22, 2005



Boston
Redevelopment
Authority

TABLE OF CONTENTS

1) Introduction

2) Context Model Boston Mapping Base Updating Context Model

3) Map Layer Production

A. File Setup and Format

Electronic File Format Coordinate System and Units External Reference Files

B. File Name and Submission

Context Model Proposed Site Model

C. Layering of Proposed Development

Levels of Representation Layer Name Formatting Standard Layer Listing

1) Introduction

The purpose of this document is to serve as the specification for 2-dimensional mapping data of projects submitted to the Boston Redevelopment Authority (BRA). The guidelines are intended to ensure the successful capture and use of relevant information from different proposals to aid the maintenance of planimetric mapping files.

Questions and comments should be addressed to

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Fax (617) 918-4461

Email: carolyn.bennett.bra@cityofboston.gov

2) Context Model

Boston Mapping Base

The BRA will provide a section of its mapping base to developers as soon as possible after the submission of a Project Notification Form. The source of the city's base is the Boston Water and Sewer Commission's 1995 flyover. The data were captured for 1:1200 mapping which means the spatial accuracy is better than 2.5 feet. The developers should use this context data to address the proposed building's relationship to the urban context. Developers are expected to submit their proposal according to the specifications described in this document, in the same coordinate system as the context model, and with ancillary information of adjacent streets and buildings that is gathered in the course of the design process.

Updating Context Model

The model supplied by the BRA will include the city's building footprints, street edges, back-of-sidewalks, and contour lines at two-foot intervals, and parcel outlines. The latter are supplied only as contextual information and should not be edited by the architect or developer. The project proponent need not upgrade the base model provided by the BRA with one exception. Where the existing base has errors within two blocks of the site, usually because a recently built building hasn't yet been added to the base, the developer should provide the BRA with the missing buildings or recent street reconfigurations to fill out the two-block area around the site. The exact context model area will be determined in the scoping session.

3) Map Layer Production

A. File Setup and Format

The BRA will provide a design template in the form of dwg, shp, and mid/mif files of the layers mentioned above. The developers can develop their plans in any application (GIS, CAD or 3D) but must adhere to the coordinate standard when designs are submitted.

Electronic File Format

All files that are created in CAD applications or 3D applications must eventually be submitted in dwg, shp, or mid/mif format.

Coordinate System and Units

All BRA-provided data will be supplied using the Massachusetts State Plane Coordinate System, with a 1983 North American datum. The units will be feet, and the designs must be submitted in the same projection, coordinate system, with feet as the units.

External Reference Files

The BRA will not accept the submission of any file that contains references to external source drawing files. All externally referenced data during the production phase should be inserted within a single, self-contained, file prior to the delivery to the BRA.

B. File Name and Submission

File Naming

Each layer submitted to the BRA should be saved as a separate file. The naming convention will be as follows: *firmname_parcelID_layer*, where

firmname represents the drawing author or firm

parcelID is the Assessing parcel ID [as indicated by the BRA at scoping session]

layer is the type of information depicted: either building, street edge, contours, or sidewalk

Context Model

Updated information on existing conditions should be submitted as separate files from the building proposal. The format can be in .dwg or .shp or .mid/mif format. Files should follow the *firmname_parcelID_layer* convention and be inserted in a directory called *context_update*.

Proposed Site Model

The proposed building file should include only the simplified outer wall of the building at grade. Roofdecks over garages will therefore be indicated as part of the building if some part of the garage is at grade.

Please use the following name: *firmname_parcelID_building*.

C. Layering of Proposed Development

The BRA's data model is based on what was developed by the Boston Water and Sewer Commission with the exception of the parcels, which are from the City of Boston Assessing Department. The layers should have the following qualities and will be of two types: planimetric, or 2-dimensional, and massing, or 2½-dimensional.

Planimetric

street edges, sidewalks, and contours will be polylines

If roads and sidewalks are proposed to be realigned, *street edges* and *sidewalks* will contain that information. The contour lines should be attributed with their elevation, as are the files of the provided base map. The submission of ancillary layers, such as the site's furniture, groundwork, or landscaping is encouraged.

Massing

building will be polygons, or closed polylines

The volume of the different parts of the proposed buildings should be expressed by attaching the building height of each section of the building in stories and in feet above ground.

Blocks/Groups

There are no particular guidelines or limitations on the use of block definitions or grouping definitions. It is highly recommended that developers use block/groups to organize similar

geometries as long as they are placed within appropriate layers. Developers/architects are free to develop their naming standards within these layers. It is however recommended that objects be named using a logical naming system.

Shading and Textures

The shading of geometries in Representation Level 1 – 3 should be in solid colors as described above, clean of texture maps or procedural textures.

Appendix 4

A GUIDE FOR THE PREPARATION OF MATERIALS SAMPLES CONSTRUCTION DETAIL PANELS

As part of the Boston Redevelopment Authority's Design Review Procedures, all major building envelope, lobby, and site landscaping or paving materials must be submitted for approval, and a full-size Materials Sample Panel ('Mock-up Panel') is required. Construction Inspection stage approval is contingent on Authority review and approval of on-site materials panels that demonstrate the construction details of the project.

Materials panels shall demonstrate all exterior material selections, including variations in color, finish, and source.

Detailing of dimensional profiles of all exterior trim including: cornices, belting, contrasting, banding, soffit treatment, jambs, returns, copings, and all window walls including frames, subdivisions, and jamb, head, and sill details, shall be presented.

Brick and all facing material (granite, cast stone, marble, terra cotta, metal, glass, et al) sample panels shall include joint details, patterning out of the norm or as requested, and masonry (or other material) jamb, head, and sill details.

Where mortar or grouting is used, panels shall show intended tooling, finish and color. Specifications shall be furnished for any such material used in a preservation-related project.

Where adhesive or caulking agents are used, panels shall show intended tooling, finish, color, and spacing between contiguous materials, and manufacturer specifications shall be furnished.

In the case of windows, or replacement/rehabilitation/repair projects, or where the abutting context is deemed significant and is immediate, assemblies shall be presented in situ or against areas of the existing details/materials which they are intended to match or complement.

All such material panels shall be presented in an assembly large enough to assess the finished construction's façade color, texture, patterning, and joint details, in a manner representing actual designed combinations and proportions of fields. The ideal placement is on site, in the orientation of the primary façade. Mock-ups should ideally be seen under a number of conditions (sun and shade, wet and dry).

Appendix 5

PROTOCOL FOR QUANTITATIVE PEDESTRIAN LEVEL WIND IMPACT ANALYSIS

The wind impact analysis shall evaluate the following conditions:

1. No-Build - the existing condition of the site and environs to establish the baseline condition.
2. Future Preferred Build Condition - the proposed development as described in the Project Notification Form.
3. Alternative Build Condition(s) - any alternative development concept(s) to the Preferred Build Condition required to be studied.

The wind tunnel testing shall be conducted in accordance with the following guidelines and criteria:

- Data shall be presented for both the existing (no-build) and for the future build scenario(s) (see above).
- The analysis shall include the mean velocity exceeded 1% of the time and the effective gust velocity exceeded 1% of the time. The effective gust velocity shall be computed as the hourly average velocity plus 1.5 x root mean square variation about the average. An alternative velocity analysis (e.g., equivalent average) may be presented with the approval of the Authority.
- Wind direction shall include the sixteen compass points. Data shall include the percent or probability of occurrence from each direction on seasonal and annual bases.
- Results of the wind tunnel testing shall be presented in miles per hour (mph).
- Velocities shall be measured at a scale equivalent to an average height of 4.5-5 feet.
- The model scale shall be such that it matches the simulated earth's boundary and shall include all buildings within at least 1,600 feet of the project site. All buildings taller than 25 stories and within 2,400 feet of the project site should be placed at the appropriate location upstream of the project site during the test. The model shall include all buildings recently completed, under construction, and planned within 1,500-2,000 feet of the project site, including the proposed 500 Atlantic Avenue project. Prior to testing, the model shall be reviewed by the Authority. Photographs of the area model shall be included in the written report.

- The written report shall include an analysis which compares mean and effective gust velocities on annual and seasonal bases, for no-build and build conditions, and shall provide a descriptive analysis of the wind environment and impacts for each sensor point, including such items as the source of the winds, direction, seasonal variations, etc., as applicable. The report shall also include an analysis of the suitability of the locations for various activities (e.g., walking, sitting, standing, etc.) as appropriate, in accordance with recognized criteria (Melbourne comfort categories, or equivalent).
- The report also shall include a description of the testing methodology and the model, and a description of the procedure used to calculate the wind velocities (including data reduction and wind climate data). Detailed technical information and data may be included in a technical appendix but should be summarized in the main report.
- The pedestrian level wind impact analysis report shall include, at a minimum, the following maps and tables:
 - Maps indicating the location of the wind impact sensors, for the existing (no-build) condition and future build scenario(s).
 - Maps indicating mean and effective gust wind speeds at each sensor location, for the existing (no-build) condition and each future build scenario, on an annual basis and seasonally. Dangerous and unacceptable locations shall be highlighted.
 - Maps indicating the suitability of each sensor location for various pedestrian-related activities (comfort categories), for the existing (no-build) condition and each future build scenario, on an annual basis and seasonally. To facilitate comparison, comfort categories may be distinguished through color coding or other appropriate means. In any case, dangerous and unacceptable conditions shall be highlighted.
 - Tables indicating mean and effective gust wind speeds and the comfort category at each sensor location, for the existing (no build) condition and for each future build scenario, on an annual basis and seasonally.
 - Tables indicating the percentage of wind from each of the sixteen compass points at each sensor location, for the existing (no-build) condition and for each future build scenario, on an annual basis and seasonally.

Appendix 6

SUN ALTITUDE/AZIMUTH TABLE

Boston, Massachusetts

Latitude: N42.36

Longitude: W71.06

	<u>Altitude</u>	<u>Azimuth</u>	<u>Time</u>
<u>21 March</u>			Standard
9:00 a.m.	33.0	125.7	
12:00 Noon	48.0	-176.9	
3:00 p.m.	30.5	-121.8	
<u>21 June</u> Savings			Daylight
9:00 a.m.	39.9	93.5	
12:00 Noon	68.8	149.4	
3:00 p.m.	56.5	-113.7	
6:00 p.m.	23.9	- 79.3	
<u>21 September</u>			Daylight Savings
9:00 a.m.	25.9	115.3	
12:00 Noon	47.4	166.0	
3:00 p.m.	37.4	-132.9	
6:00 p.m.	7.3	- 96.0	
<u>21 December</u>			Standard
9:00 a.m.	14.2	141.9	
12:00 Noon	24.1	-175.6	
3:00 p.m.	10.0	-135.1	

Source: Autocad/MassGIS

Exhibit D

Affordable Space Term Sheet

Harrison/Albany Block Project, South End Affordable Space Term Sheet

1. **Applicant:** MEPT/LMP Gambro Building LLC (“Gambro Owner”) and its successors and assigns as developer of the portions of the Project (as defined below) located on Lot 1 (“Lot 1”) as set forth in the plan entitled “Lot Consolidation and Subdivision Plan 660 Harrison Avenue, 75 East Dedham Street & 575 Albany Street, Boston, Mass.” Prepared by Feldman Land Surveyors dated May 3, 2017 and recorded with the Suffolk Registry of Deeds at Plan Book 2017, Page 470 (“Lot Consolidation and Subdivision Plan”) and MEPT/LMP Harrison/Albany Block LLC (“Harrison Albany Owner”) and together with the Gambro Owner, the “Applicant”) and its successors and assigns as developer of the portions of the Project located on Lot 2 (“Lot 2”) and Lot 3 (“Lot 3”) as set forth in the Lot Consolidation and Subdivision Plan.
2. **Project:** A mixed-use project (the “Project”) comprising two new mixed-use buildings (individually “Building 1” and “Building 2”) constructed atop a two-level parking garage (the “Garage”) on Lot 2; an expansion/addition to a historic structure (“575 Albany”) located on Lot 3; and an expansion/addition to an existing building (the “Gambro Building”) located on Lot 1. Construction of Building 1 and the Garage is hereinafter referred to as “Phase 1”, construction of Building 2 is hereinafter referred to as “Phase 2”, the renovation and expansion of 575 Albany is hereinafter referred to as “Phase 3” and the renovation and expansion of the Gambro Building is hereinafter referred to as “Phase 4”. The Project will create approximately 52,000 square feet of GFA devoted to Non-Residential Uses above what is allowed as-of-right, of which approximately 5,000 square feet of GFA will be created in Phase 1, approximately 2,000 square feet of GFA will be created in Phase 2, and approximately 45,000 square feet of GFA will be created in Phase 4. The existing improvements of 575 Albany and the Gambro Building (and existing GFA dedicated to Non-Residential Uses contained therein) are not included within the definition of the Project.
3. **BRA:** The Boston Redevelopment Authority, d/b/a Boston Planning & Development Agency (the “BRA”).
4. **On-Site Affordable Space Obligation:** As set forth in Section 64-29.1(c) of the Boston Zoning Code (the “Code”) entitled “Specific Requirements for Proposed Projects Incorporating Residential Uses and Non-Residential Uses,” the Proponent of any proposed Project within a Planned Development Area creating any amount of Gross Floor Area (as defined in the Code) (“GFA”) devoted to Non-Residential Uses must designate not less than five percent (5%) of such GFA to be devoted to Non-Residential Uses above that allowed as-of-right to an existing or start-up business or not-for-profit Affordable Cultural Space (as defined in Section 64-41.2 of the Code). As part of the Project, the Applicant shall provide not less than 2,600 square feet within the Project, which is 5% of

the approximately 52,000 square feet of GFA created within the Project devoted to Non-Residential Uses above that allowed as-of-right, to an existing or start-up business or not-for-profit Affordable Cultural Space (as defined in Section 64-41.2 of the Code) (the "On-Site Affordable Space").

5. **Timing of Delivery.** The Harrison/Albany Owner shall provide approximately fifty percent (50%) of the On-Site Affordable Space within the Phase 1 building upon completion of Phase 1 (the "Phase 1 Affordable Space"). The Applicant shall provide the remaining approximately fifty (50%) percent of the On-Site Affordable Space upon or before completion of Phase 4 (the "Phase 4 Affordable Space").
6. **Terms:** The On-Site Affordable Space shall be subject to the use and affordability requirements described herein for an initial term of thirty (30) years from the date of the Certificate of Occupancy issued by the City of Boston Inspectional Services Department ("ISD") for said On-site Affordable Space. Upon expiration of the term of the obligation, the Project shall be deemed to have satisfied Section 64-29.1 of the Code and the corresponding provisions of the Development Plan for Planned Development Area No. 110 for the Project. The On-Site Affordable Space may accommodate different tenants and, upon the approval of the BRA, which approval shall not be unreasonably withheld, conditioned or delayed, the On-Site Affordable Space, or portions thereof, may move around throughout the buildings within the Project during the 30-year term. Upon application, each tenant shall be defined by the Applicant as either a Start-up Business or a Neighborhood Cultural Organization. All selected Tenants shall be subject to BRA reasonable approval.
7. **Affordable Space Rent:** For Start-up Business tenants, the rent for the On-site Affordable Space shall not exceed 50% of the most recent Boston Office, 4 & 5 Star Gross Asking Rent metric, published quarterly by CoStar. For Neighborhood Cultural Organizations, the rent for the On-site Affordable Space shall not exceed 50% of the most recent Boston Retail, Market Asking Rent metric, published quarterly by CoStar, all together (the "Affordable Space Rent").
8. **Affordable Space Contribution:** The Applicant shall market the Phase 1 Affordable Space at the Affordable Space Rent for a period of not less than three (3) years from the initial Building Permit issued by ISD for the residential units within Phase 1 and one (1) year from the initial Certificate of Occupancy issued by ISD for the residential units within Phase 1. In the event that, despite such efforts, the Applicant is unable to lease all of the Phase 1 Affordable Space at the Affordable Space Rent in accordance with Section 64-29.1(c) of the Boston Zoning Code and this Term Sheet, the Applicant shall either (i) continue to market the remaining unrented Phase 1 Affordable Space at the Affordable Space Rent for a period of not less than three (3) years from the initial Building Permit issued by ISD for Phase 2 and one (1) year from the initial Certificate of Occupancy issued by ISD for Phase 2, or (ii) provide in place thereof the portion of the fifty percent (50%) of the On-Site Affordable Space that was not rented in the Phase 1 building within the Phase 2 building ("Phase 2 Affordable Space"). In the event that the Applicant chooses to provide in place of the remaining unrented Phase 1 Affordable Space On-Site Affordable Space within the Phase 2 building, the Applicant shall market the Phase 2

Affordable Space at the Affordable Space Rent for a period of not less than three (3) years from the initial Building Permit issued by ISD for Phase 2 and one (1) year from the initial Certificate of Occupancy for Phase 2. In the event that, despite such efforts, the Applicant is unable to lease all of the Phase 1 Affordable Space in Phase 1 if the Applicant chooses to continue to market the remaining unrented Phase 1 Affordable Space in Phase 1, or the Applicant is unable to lease all of the Phase 2 Affordable Space at the Affordable Space Rent in accordance with Section 64-29.1(c) of the Boston Zoning Code and this Term Sheet, the Applicant shall either (i) continue to market the remaining unrented Phase 1 Affordable Space at the Affordable Space Rent for a period of not less than three (3) years from the initial Building Permit issued by ISD for Phase 4 and one (1) year from the initial Certificate of Occupancy issued by ISD for Phase 4, (ii) continue to market the remaining unrented Phase 2 Affordable Space at the Affordable Space Rent for a period of not less than three (3) years from the initial Building Permit issued by ISD for Phase 4 and one (1) year from the initial Certificate of Occupancy issued by ISD for Phase 4, or (iii) combine said remaining portion of the fifty percent (50%) of the On-Site Affordable Space that originally was to be within Phase 1 with the Phase 4 Affordable Space. In the event that the Applicant chooses to provide in place of the remaining unrented Phase 1 Affordable Space or in place of the remaining unrented Phase 2 Affordable Space On-Site Affordable Space within Phase 4, the Applicant shall market the remaining portion of the fifty percent (50%) of the On-Site Affordable Space that originally was to be within Phase 1 and the Phase 4 Affordable Space at the Affordable Space Rent for a period of not less than three (3) years from the initial building permit issued by ISD for Phase 4 and one (1) year from the initial Certificate of Occupancy issued by ISD for Phase 4. In the event that the entire Phase 1 Affordable Space is rented prior to Phase 4, all or a portion of the Phase 4 Affordable Space may be rented in Phase 1, Phase 2 and/or Phase 3. In the event that, despite such efforts, the Applicant is unable to lease the remaining portion of the fifty percent (50%) of the On-Site Affordable Space that originally was to be within Phase 1 and the Phase 4 Affordable Space within Phase 4, the Applicant may submit a request to the BRA requesting that all or a portion of the On-Site Affordable Space Obligation be satisfied by an Affordable Space Contribution. Upon approval by the BRA, which approval shall not be unreasonably withheld, conditioned or delayed, the Applicant may contribute an amount equal to the present value of the 30 year income stream where Year 1 equals (a) Market Rent per square foot minus (b) Affordable Space Rent per square foot and each subsequent year is increased by 2.5%, all discounted at an annual rate of 400 basis points over the then 30 year US treasury bond rate and multiplied by the amount of square feet comprising the On-Site Affordable Space Obligation that is not satisfied by On-Site Affordable Space, paid either (1) within (30) thirty days of the issuance of the final Certificate of Occupancy or (2) over 7 years and inflated at an interest rate of 6.5%, which represents the Boston Local Development Corporation interest rate.

9. **Tenants:** During the initial and subsequent lease ups, Tenants of the On-site Affordable Space shall be selected by the Proponent through an open public solicitation process which shall include, a thirty (30) day public advertisement period on the BRA website and distribution to the BRA South End neighborhood email list. All selected Tenants shall be subject to BRA reasonable approval to confirm that such Tenant's meet the criteria for either a Start-up Business or Neighborhood Cultural Organization. The On-

site Affordable Space may be subdivided from time to time and leased to more than one Tenant at a time.