

TISHMAN SPEYER

May 25, 2016

Brian P. Golden, Director
Boston Redevelopment Authority
City Hall – 9th Floor
Boston, Massachusetts 02201

Re: Notice of Project Change for Planned Development Area No. 64 (Pier 4)

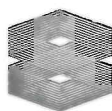
Dear Director Golden:

On behalf of 130 Northern Avenue, L.L.C. and 140 Northern Avenue, L.L.C., the owners and developers of the Phase 2 Office Building and Phase 3 Wharf Residential Building at Pier 4, this letter shall constitute a Notice of Project Change under Section 80-A of the Boston Zoning Code concerning the proposed Fourth Amendment to Development Plan for Planned Development Area No. 64 (the “Fourth Amendment”).

The Fourth Amendment, if adopted, will remove approximately 33,767 square feet, substantially all of which is land under water, from PDA No. 64 so it may be incorporated as part of the 150 Seaport Boulevard project (“150 Seaport Project”) in accordance with a request by Cronin Holdings LLC, the developer of the 150 Seaport Project. The area being removed is owned entirely by 130 Northern Avenue, L.L.C., the owner and developer of the Phase 2 Office Building.

The Fourth Amendment, if adopted, will also allow the affordable housing obligations for the Phase 3 Wharf Residential Project to be satisfied by facilitating the off-site development of affordable senior housing units in the O’Connor Way senior housing project at 5 Major Michael J. O’Connor Way, South Boston (the “O’Connor Way Project”), or another off-site affordable housing project approved by the BRA. The O’Connor Way Project is being developed by the South Boston Neighborhood Development Corporation and Caritas Communities, Inc. (the “O’Connor Way Developer”). As currently proposed, the O’Connor Way Project will contain forty-six (46) rental units for seniors age 62 and older along with one (1) resident manager’s unit. All of the units will be one-bedroom and consist of approximately 600 square feet. As currently anticipated the ground floor will have a community room with a kitchen and a bathroom, a laundry room, and a manager’s office. At least 3 of the units, or 5%, will be fully handicapped accessible and at least one additional unit (2%) will be accessible to persons with sensory impairment. The O’Connor Way Project will be LEED silver certifiable and will contain 7 parking spots. The O’Connor Way Project will be supported by both the 150 Seaport Project as the Sponsoring Project and the Pier 4 Wharf Residential Project as the Contributing Project.

The 150 Seaport Project will assist the O’Connor Way Developer in obtaining approvals, low-income housing tax credits, and making other preparations for development. The 150 Seaport Project will provide the initial financial contribution of \$5 million to be funded into escrow at the time that the Proposed Project commences construction. The 150 Seaport Project will construct the O’Connor Way Project (including any cost overruns) and provide a completion guaranty if required by the BRA. A building permit for the O’Connor Way Project will be a condition to the first Certificate of Occupancy for the 150 Seaport Project. However, in any event, even if the 150 Seaport Project does not proceed an affiliate of the 150 Seaport Project will also agree to build 14 affordable



units (the “Backstop Housing”) for payment of the \$7.5 million deposited with the BRA as provided below in the event that the O’Connor Way Project does not proceed.

The Pier 4 Wharf Residential Building will contribute up to \$5 million, including by providing construction management professional services (equivalent of one day per week) to the O’Connor Way Developer for design and construction and to assist as needed in connection with approvals, low-income housing tax credits, and other preparations for development. Because the Pier 4 Wharf Residential Building is under construction and may be completed and occupied prior to construction start for the O’Connor Way Project, the Pier 4 Wharf Residential Building will not be subject to any conditions related to the O’Connor Way Project except for the following: If a building permit has not been issued for the O’Connor Way Project prior to the completed sale of 90% (by number) of the condominium units (the “Outside Date”), then the Pier 4 Wharf Residential Building shall deposit an amount equal to \$7.5 million (150% of the contribution to be made by the Pier 4 Wharf Residential Building for the O’Connor Way Project), less any amounts previously contributed by the Pier 4 Wharf Residential Building for the O’Connor Way Project, into an escrow account designated by the BRA.

If the 150 Seaport Project proceeds with the O’Connor Way Project after the Outside Date, then the escrow shall be used to fund the \$5 million financial contribution and the balance shall be refunded. If an affiliate of the 150 Seaport Project proceeds with the Backstop Housing after the Outside Date, then the full amount of the escrow shall be used for the Backstop Housing. In all events, if the O’Connor Way Project does not proceed, all of the affordable housing obligations for the Pier 4 Wharf Residential Building shall be deemed satisfied by the payment of \$7.5 million into escrow with the BRA.

We do not believe that the Fourth Amendment will have any significant increase in the impacts of the Pier 4 Project. The Fourth Amendment does not make any change in the improvements or uses permitted by the Development Plan for Pier 4, modify any benefits of the Pier 4 Project or allow any additional development. The Fourth Amendment will not trigger any of the factors listed in Section 80A-6.2 of the Zoning Code for consideration in connection with a project change other than a technical change in the project site with respect to water sheet that is not being used as part of the Pier 4 Project under the Development Plan.

We appreciate the BRA's consideration of the proposed amendment and look forward to working with the BRA.

Sincerely yours,

Gary J. Kerr

cc: Phil Cohen
Richard D. Rudman, Esq.