

BPA APPEAL: 1/11/07
ZC APPEAL: 1/31/07
EFFECTIVE: 2/2/07

BOSTON REDEVELOPMENT AUTHORITY
AMENDED AND RESTATED DEVELOPMENT PLAN
for
PLANNED DEVELOPMENT AREA NO. 34
RENAISSANCE PARK

Bounded by Melnea Cass Boulevard, Tremont Street, Parcel 18-3A,
and Land Owned by the
Massachusetts Bay Transportation Authority

January 11, 2007

Development Plan. On June 29, 1989, the Boston Redevelopment Authority (the "Authority") approved a Master Plan and Development Impact Project Plan (the "Original Master Plan") and a Development Plan for Phase 1 of Master Plan (the "Original Development Plan") for the development of Southwest Corridor Parcel 18 in Roxbury ("Parcel 18") pursuant to Section 3-1A of the Boston Zoning Code (the "Code"). The Original Master Plan and the Original Development Plan were approved by the Zoning Commission on September 11, 1989, and by the Mayor on September 13, 1989. On September 26, 1991, the Authority approved an Amendment (the "Master Plan Amendment") to the Original Master Plan (as so amended, the "Master Plan"), revoked the Original Development Plan and approved a new Development Plan for Phase 1 of the Master Plan (the "1991 Development Plan"). The Master Plan Amendment and the Development Plan were approved by the Zoning Commission on November 6, 1991 and by the Mayor on November 13, 1991. The 1991 Development Plan was subsequently amended to facilitate development of the Garage, by a First Amendment to Development Plan for Phase I of Master Plan (the "First Amendment") as approved by the BRA on December 22, 1999, approved by the Zoning Commission on March 24, 1999 and by the Mayor on March 26, 1999. The 1991 Development Plan, as amended, is hereby revoked and this Amended and Restated Development Plan (the "Development Plan") is approved in place thereof to reflect changed circumstances since the approval of the 1991 Development Plan and to remove Parcels 18-3A and 18-3B and the adjacent sidewalks and recreational easement area from the Development Area. In addition, the Master Plan is hereby rescinded since the removal of Parcels 18-3A and 18-3B and the adjacent recreational easement area result in a land area of less than five (5) acres for the PDA. By separate application, Northeastern University is seeking to amend its Institutional Master Plan to add Parcels 18-3A and 18-3B to the area governed by its Institutional Master Plan in accordance with Article 80D of the Code.

Background: In accordance with the Original Development Plan and the 1991 Development Plan, the office Building, the parking lots, a public plaza and a parking garage were developed as part of the development of Parcel 18, originally known as Ruggles Center. Northeastern University in partnership with Columbia Plaza Associates, its successors and assigns (the "Developer") intends to proceed with construction on Parcel 1A (currently anticipated for use as a hotel) as contemplated by the Development Plan, continuing the

revitalization of the development now known as Renaissance Park. The purpose of this Development Plan is to remove Parcels 18-3A and 18-3B, together with the adjacent sidewalks and recreational easement area, from the Development Area and to rescind the Master Plan, prior to proceeding with development on Parcel 1A.

In accordance with Section 3-1A and Article 50 of the Code, this Development Plan sets forth information on the development of Renaissance Park, including the proposed location and appearance of structures, open spaces and landscaping, the proposed uses, the proposed dimensions of structures, the proposed densities, the proposed traffic circulation, parking and loading facilities, the proposed phasing of construction, access to public transportation and other major elements of development. This Development Plan consists of five (5) pages of text plus attachments designated Exhibits A through D. All references to this Development Plan contained herein shall pertain only to such five (5) pages and attachments, as the same may be further amended from time to time.

Developer: The developer is Northeastern University in partnership with Columbia Plaza Associates its successors and assigns (the "Developer").

Architect: The architect for construction to date was Stull & Lee, Inc.; the architect for the New Building, as defined below, has not yet been determined.

Site: The Site contains approximately 3.51 acres of land, as described in Exhibit A attached to this Development Plan (the "Site"). The Site is shown on the plan attached hereto as Exhibit B.

Proposed Location and Appearance of Structures: Renaissance Park includes the construction and development of four (4) distinct elements, three (3) of which have been completed: an office building, a free-standing parking garage, and a plaza. The fourth (4th) element, a new building (the "New Building") currently contemplated for use as a hotel, will be located on Parcel 18-1A which is currently used for grade level parking. In addition, since a portion of Parcel 18-1B adjacent to Parcel 18-1A is available for further development, it is possible that the parcels will be reconfigured and that a portion of the New Building will be located on what is now a portion of Parcel 18-1B.

An office building of nine (9) stories plus a mechanical penthouse and containing approximately 164,591 square feet of gross floor area is located along Tremont Street and adjacent to the eastern boundary of the Plaza (as defined below) on Parcel 18-1B and is designated as "Office Building" on the plan attached to this Development Plan as Exhibit B (the "Office Building"). An above-grade parking garage is located along the northerly side of the Plaza (as defined below) on Parcel 18-2 and is designated "Garage" on the plan attached to this Development Plan as Exhibit B (the "Garage"). The Garage contains parking on the ground level and nine (9) additional levels of parking (including a level of parking on the roof). The Garage contains approximately 950 parking spaces. Due to the technical definition of "grade", as defined in the Code and the slope of the Site, the first level of the Garage could be construed under the Code to be below grade. Parcel 18-1A located to the east of the Office Building and shown on the plan attached to this Development Plan as Exhibit B is currently used for grade level parking and accommodates approximately 74 cars (the "Parking Lot"). The final location

and configuration of the New Building will be subject to final design and other development review by the Authority in accordance with Article 80 of the Code and by other governmental agencies and authorities and shall generally conform to the dimensional chart attached hereto as Exhibit C.

In keeping with the traditional building materials employed in Boston, the facades of the Office Building were constructed primarily of brick with pre-cast concrete detailing. The Office Building and the Garage do not and will not have heights and gross floor areas exceeding those set forth in the dimensional chart attached hereto as Exhibit C. The height and gross floor area of the New Building will not exceed those set forth in the dimensional chart attached hereto as Exhibit C.

Open Spaces and Landscaping: A plaza is located on the Site as shown on a plan attached to this Development Plan as Exhibit B (the "Plaza"). The Plaza is the focal point of Renaissance Park for the pedestrians entering the Plaza from Ruggles Station, Tremont Street, Columbus Avenue, and Melnea Cass Boulevard. The "kiss and ride turn-around" in front of the Ruggles Station entrance was reshaped in connection with the development of the Office Building. Sidewalks of concrete paving and brick accent strips form the perimeter of the Plaza. The Plaza extends northerly from Tremont Street to the entrance of Ruggles Station and continues easterly to the intersection of Columbus Avenue and Melnea Cass Boulevard. The ground plane of the Plaza has metal tree grates, landscape features, lighting, and sturdy, decorative seating. Trees and shrubs are used to soften, and make inviting, public pathways and gathering places. The Plaza serves transit riders as well as the general public. The Plaza, including related roadways, sidewalks, the "kiss and ride turn-around", and parking islands, were constructed by the Developer for the benefit of the general public under an appropriation of \$2.01mm from the City of Boston for the cost of designing and constructing the Plaza and the improvements thereto and in accordance with the provisions of the Sale and Construction Agreement for Ruggles Center, dated as of May 31, 1991, by and between the Authority and Ruggles Center Joint Venture (the "Sale Agreement"). Subject to obtaining appropriate approvals, portions of the Plaza may be used temporarily in connection with construction activities on the adjacent Parcel 18-3A. The Plaza area may also be reconfigured and improved after design review and approval by Authority staff and other appropriate governmental agencies and authorities.

Proposed Uses of Site: The proposed uses for the Site may include one or more of the uses set forth in the use chart attached hereto and incorporated herein as Exhibit D.

Proposed Dimensions of Structures: The Office Building and the Garage have already been constructed. Exhibit C provides the dimensions of the Office Building and the Garage and the proposed maximum dimensions of the New Building. The Site is located in the Roxbury Neighborhood District established by Article 50 of the Code. The Site is also located in the Greater Roxbury Economic Development Area established by Section 50-7 of the Code in which Planned Development Areas ("PDAs") are permitted, in the Tremont Street Boulevard Planning District, in the Melnea Cass Boulevard Planning District, and in the Columbus Avenue Boulevard Planning District. In a PDA located within the Greater Roxbury EDA, like the Site, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of the Code. It is anticipated, however, that no zoning exceptions will be necessary for the

construction of the project, since, pursuant to Section 50-16.4, a proposed project, and the parcels or Lots and improvements thereon, which are the subject of a Development Plan shall be deemed to be in compliance with the provisions of Article 50 and the Code, so long as the same are consistent with the provisions of the approved Development Plan and other applicable provisions of the Code.

Proposed Densities: The Site is located in the Greater Roxbury Economic Development Area within the Roxbury Neighborhood District. As an approved PDA within such District, Renaissance Park is permitted a maximum floor area ratio ("FAR") of 6.0. In addition, the Site is located in the South End Urban Renewal Project Area, the Campus High School Urban Renewal Project Area, and the Restricted Parking District. This Development Plan provides for an overall maximum FAR for the Site of 4.71 based upon a ratio of 720,000 square feet of gross floor area of proposed development, to the total land area included in the Site of approximately 152,895 square feet, or approximately 3.51 acres. Due to the technical definitions of "gross floor area", "floor area ratio", "lot", and "lot area" in the Code and the configuration of the Plaza, including the "kiss and ride turn-around", related roadways and sidewalks, open space, and other public areas, the actual FAR may be larger since such areas may be excluded from the area of the "lot" upon which the FAR is calculated pursuant to the Code. Furthermore, in the event that the Site is subdivided, the FAR for particular components, analyzed separately, may have a different FAR. Notwithstanding that, as a result of the creation of individual lots to accommodate the development of the individual buildings, the Plaza, and other improvements (such as roadways), the FAR for certain buildings may exceed 6.0 in relation to the "lot" on which the individual building is located, each building constructed to date shall be in compliance with this Development Plan and the Code so long as the total development to date does not exceed 720,000 square feet of gross floor area and an FAR of 4.71.

Traffic Circulation: The "kiss and ride turn-around" in front of the Ruggles Station entrance was reshaped to accommodate the Plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Within the portion of the Plaza which extends northerly from Tremont Street to the Ruggles Station entrance, a central landscaped oval was constructed in order to separate northbound and southbound traffic in the Plaza and a second smaller island adjacent to Tremont Street was constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. Service and parking access for the Office Building and the Garage are located off the Plaza. The Plaza, including related roadways, sidewalks, the "kiss and ride turn-around", and parking islands, was constructed by the Developer for the benefit of the general public, under an appropriation of \$2.01m from the City of Boston for the costs of designing and constructing the Plaza and the improvements thereof and in accordance with the provisions of the Sale Agreement.

Parking and Loading Facilities: Renaissance Park includes an above-grade parking garage and interim grade level parking as set forth above. Most or all of the grade level parking will be eliminated after construction of the New Building. In no event, however, will the total parking capacity of the Site exceed 1,040 cars. Three (3) loading bays are provided with the Office Building. The number of loading bays to be provided in the New Building will be determined during Article 80 review of the New Building.

Proposed Phasing of Construction: The completed portions of the Project include the Office Building, the Plaza, the Garage, the Parking Lot, and permanent landscaping on the completed portions of the Site. Development of the New Building will be financed independently of the previous work and, therefore, the land on which the New Building is located may need to be considered as a separate zoning lot, capable of being conveyed or mortgaged as such.

Access to Public Transportation: The Site is ideally situated for both local and regional public transit access. Construction to date has reinforced the directional movement on Tremont Street, Melnea Cass Boulevard, and Columbus Avenue and preserve existing bus patterns along Ruggles Street. Located immediately adjacent to Ruggles Station, the Site is served by the Orange Line, the Commuter Rail and local bus routes. Travel time from the Ruggles station to downtown Boston via the Orange Line is under ten (10) minutes.

Public Benefits: Renaissance Park was one of two sites in the Parcel-to-Parcel Linkage Program Project 1 (the "Program") pursued by the City of Boston and the Commonwealth of Massachusetts when the project was initially conceived. The Program encouraged development in areas which might not otherwise attract development, encouraged minority participation in real estate development and was designed to produce numerous benefits to the affected communities and the City of Boston.

The development of Renaissance Park remains critically important to the revitalization of the Southwest Corridor. The New Building will mark the continuation of this significant development. Renaissance Park will continue to (a) create new employment positions in businesses locating at Renaissance Park; (b) provide for entrepreneurial assistance measures; and (c) provide for job opportunities to facilitate community access to jobs created by the development of Renaissance Park.

Agreement Establishing Use and Dimensional Controls: The Sale Agreement and the Cooperation Agreement constitute an agreement with the Authority establishing use and dimensional controls as specified in the Development Plan in accordance with the provisions of Section 50-16.4 of the Code. Construction to date has been in compliance with the Development Plan and the Code; the New Building shall be deemed to be in compliance with this Development Plan and the Code, if development is consistent with the plans as approved by the Authority after final design and other development review in accordance with Article 80 of the Code.

EXHIBIT A

SITE DESCRIPTION

The land together with the buildings and other improvements thereon located on the northwesterly side of Tremont Street in the City of Boston (Roxbury), Suffolk County, Massachusetts bounded and described as follows:

Beginning at the point of curvature located on the edge of traveled way situated N 46°20'24" E and 16.13 feet from a stone bound at the most westerly intersection of Tremont Street and Melnea Cass Boulevard's traveled way; thence

Southerly by a curve forming the junction of said Melnea Cass Boulevard and said Tremont Street, 31.75 feet to a point of compound curvature; thence

Southwesterly on a curve to the right 159.49 feet to a point of tangency; thence

Southwesterly on a tangent 252.04 feet to a point; thence

N 32°48'07" W, 235.40 feet along land now or formerly of Northeastern University and the Massachusetts Bay Transportation Authority; thence

N 41°45'58" E, 131.06 feet along land now or formerly of the Massachusetts Bay Transportation Authority; thence

N 78°15'00" W, 25.46 feet along said to a point; thence

N 18°14'01" W, 99.63 feet along said to a point; thence

N 41°45'58" E, 159.55 feet along said to a point; thence

N 48°14'26" W, 9.43 feet along said to the edge of a traveled way to a point; thence

N 41°45'58" E, 84.81 feet along said and edge of traveled way to a point; thence

Along said on a curve to the right on the edge of a traveled way a length of 43.47 feet to a point; thence

S 88°25'22" E, 15.44 feet along said and the edge of traveled way to a point; thence

Along said on a curve to the right on the edge of a traveled way a length of 26.00 feet to a point; thence

S 36°17'18" E, along the edge of the traveled way 94.54 feet along said to a point; thence

Along a curve to the right 12.06 feet to a point; thence

S 50°10'56" W, 18.48 feet to a point; thence

S 36°14'34" E, 80.64 feet along the edge of Melnea Cass Boulevard to a point; thence

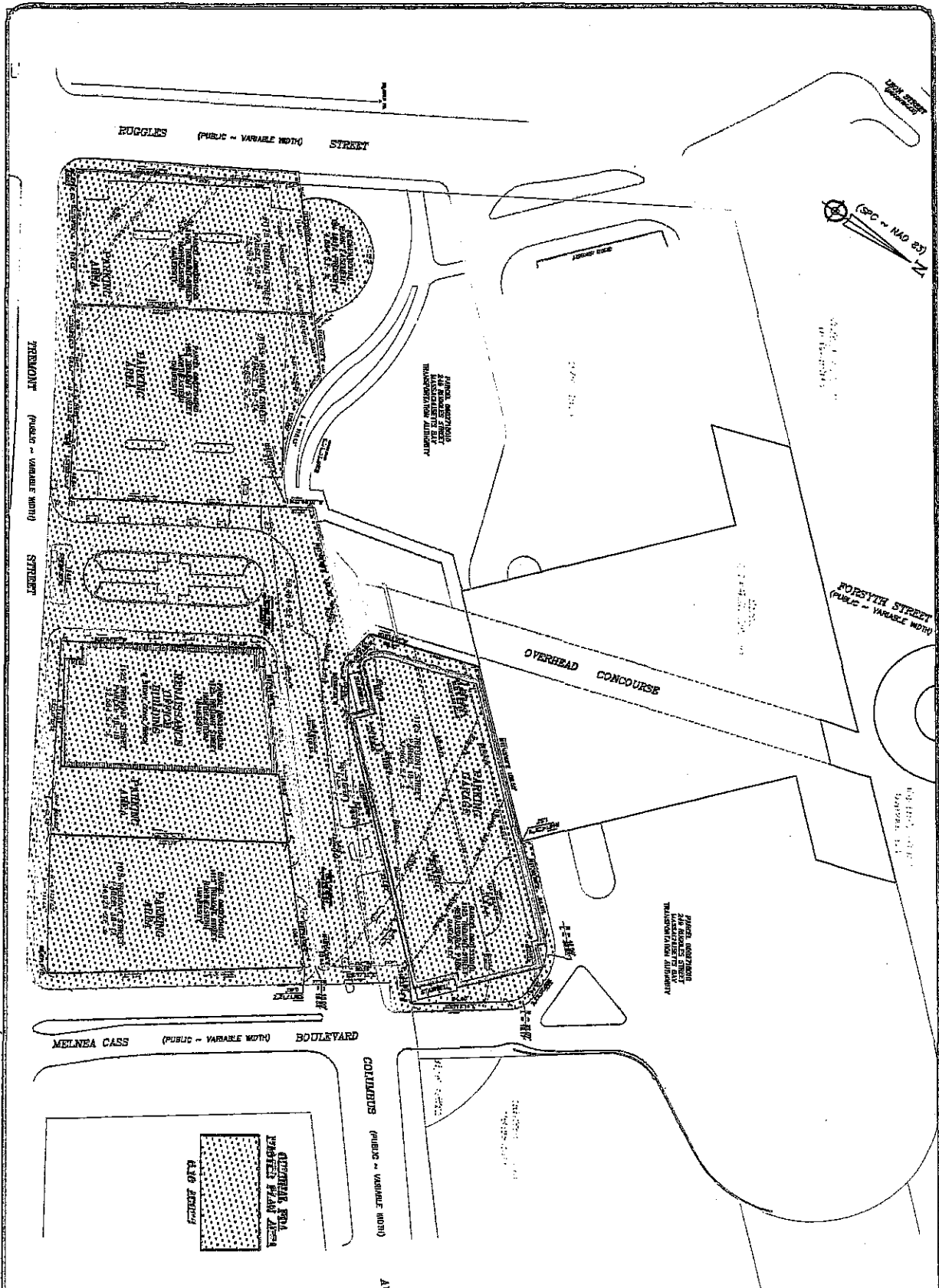
S 36°17'12" E, 225.82 feet along Melnea Cass Boulevard's traveled way to the point of beginning.

Containing 3.51 acres.

EXHIBIT B

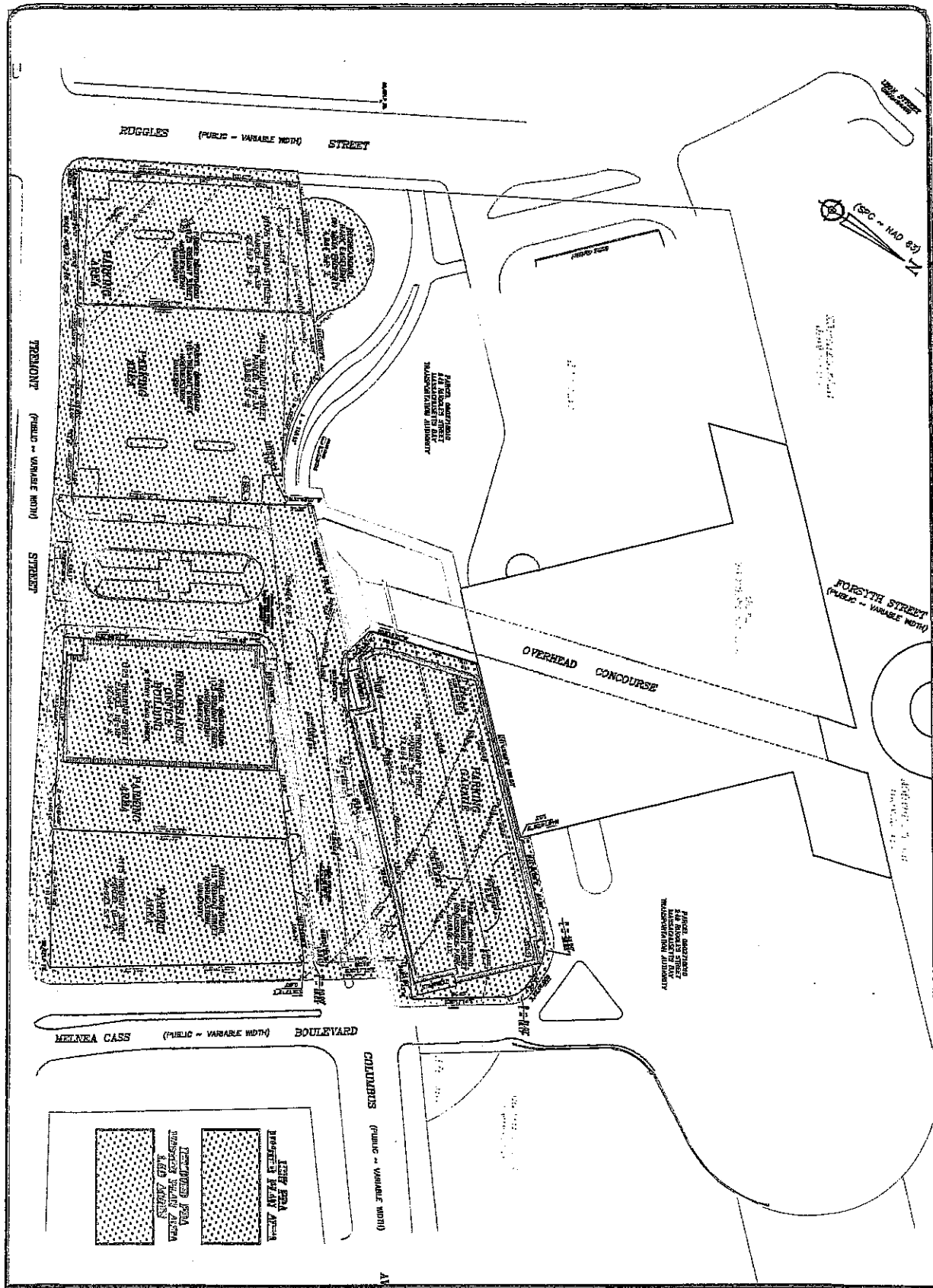
PLANS OF SITE

[Exhibit begins on Next Page]



ORIGINAL PDA MASTER PLAN AREA	SCALE: 1"=80'
RENAISSANCE PARK	DATE: 01/04/07

	<p>R. E. CAMERON & ASSOCIATES, INC. 681 WASHINGTON ST. — NORWOOD, MASSACHUSETTS 02062 CIVIL ENGINEERS LAND SURVEYORS (voice) 781 769-1777 (fax) 781 769-8644</p>	<p>DRAWN BY SLS 35420R30 JOB No.</p>
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NEW PDA MASTER PLAN AREA

SCALE: 1"=80'

RENAISSANCE PARK

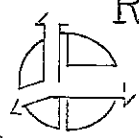
DATE: 01/04/07

R. E. CAMERON & ASSOCIATES, INC.

681 WASHINGTON ST. - NORWOOD, MASSACHUSETTS 02062

CIVIL ENGINEERS LAND SURVEYORS

(voice) 781 769-1777 (fax) 781 769-8644



DRAWN BY SLS
3542N30
JOB No.

EXHIBIT C

DIMENSIONAL REQUIREMENTS

1. Office Building

<u>Dimensional</u>	<u>Required Under Article 50</u>	<u>Provided for Office Building (Approximate)</u>
Minimum Lot Size	None	----
Minimum Lot Width	None	----
Floor Area Ratio ^A	6.0	1.08
Maximum Height	225'	118' ^B
Minimum Front Yard	None	----
Minimum Side Yard	None	----
Minimum Rear Yard	20'	0' ^C

A Floor Area Ratios and Building Heights in established Planned Development Areas in the Greater Roxbury EDA are governed by Section 50-14. The gross floor area of the Office Building for FAR purposes is approximately 164,591 square feet. The project parcel consists of 152,895 square feet of land (the "Lot"). Notwithstanding that, as a result of the creation of individual "lots" as defined in the Code ("Sub-PDA Lots") to accommodate the development of the individual buildings, the Plaza, and other improvements (such as roadways), the FAR for certain buildings within the project may exceed 6.0 in relation to the Sub-PDA Lot on which they are located, each building constructed shall be in compliance with this Development Plan and the Code so long as the total development on the PDA Lot does not exceed 720,000 square feet of gross floor area and an FAR of 4.71.

Subject to the foregoing:

- (a) The FAR for the Office Building is computed with respect to the PDA Lot as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{164,591}{152,895} = 1.08$$

- (b) The FAR for the Office Building is computed with respect to the Sub-PDA Lot for the Office Building as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot Building Lot}} = \frac{164,591}{32,584} = 5.05$$

(c) Since a portion of Parcel 18-1B adjacent to Parcel 18-1A is available for further development, it is possible that the parcels will be reconfigured and that a portion of the New Building will be located on what is now a portion of Parcel 18-1B. If so, the Sub-PDA Lot for the Office Building will change and the calculation of the FAR for the Office Building respect to the Sub-PDA Lot will change correspondingly.

B The definition of "height" as defined in the Code provides that mechanical penthouses may be excluded when calculating height if the area of the penthouse does not exceed 33 1/3% of the roof area. Because the mechanical penthouse of the Office Building occupies approximately 33 1/3% of the roof area of the Office Building, the height of the Office Building has been calculated including the mechanical penthouse.

C Based on the fact that the front yard of the Office Building faces the Plaza.

Note: All the figures set forth herein are approximate and are subject to change as a result of changes in the New Building made in accordance with final design and other development review by the Authority pursuant to the Development Review Procedures.

2. Garage

<u>Section</u>	<u>Required Under Article 50</u>	<u>Provided for Garage (Approximate)</u>
Minimum Lot Size	None	----
Minimum Lot Width	None	----
Floor Area Ratio ^D	6.0	2.21
Maximum Height	225'	113' ^E
Minimum Front Yard	None	----
Minimum Side Yard	None	----
Minimum Rear Yard	20'	0' ^F

D Floor Area Ratios and Building Heights in established Planned Development Areas in the Greater Roxbury EDA are governed by Section 50-14. The gross floor area of the Garage for FAR purposes (which excludes the gross floor area of the roof of the Garage) is approximately 337,574 square feet. The Lot consists of 152,895 square feet of land. Notwithstanding that, as a result of the creation of individual "lots" as defined in the Code ("Sub-PDA Lots") to accommodate the development of the individual buildings, the Plaza, and other improvements (such as roadways), the FAR for certain buildings within the project may exceed 6.0 in relation to the Sub-PDA Lot on which they are located, each building constructed shall be in compliance with this Development Plan and the Code so long as the total development on the PDA Lot does not exceed 720,000 square feet of gross floor area and an FAR of 4.71.

Subject to the foregoing:

- (a) The FAR for the Garage is computed with respect to the PDA Lot as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{337,574}{152,895} = 2.21$$

- (b) The FAR for the Garage is computed with respect to the Sub-PDA Lot for the Garage as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot Building Lot}} = \frac{337,574}{37,664} = 8.96$$

E The definition of "height" as defined in the Code provides that structures and penthouses normally built above the roof and not used or designed to be used for human occupancy may be excluded when calculating height. Because the Code does not define "human occupancy", the height of the Garage has been calculated including the structures housing the stairs and elevators which provide access to the level of parking located on the roof of the Garage, but not the elevator hoistway overrun or machine room above.

F Based on the fact that the front yard of the Garage faces the Columbus Avenue Extension.

Note: All the figures set forth herein are approximate and are subject to change as a result of changes in the Office Building and the Garage made in accordance with final design and other development review by the Authority pursuant to the Development Review Procedures.

3. New Building

<u>Dimensional</u>	<u>Required Under Article 50</u>	<u>Provided for New Building (Approximate)</u>
Minimum Lot Size	None	----
Minimum Lot Width	None	----
Floor Area Ratio ^G	6.0	G
Maximum Height	225'	G
Minimum Front Yard	None	----
Minimum Side Yard	None	----
Minimum Rear Yard	20'	G

G The Floor Area Ratio, Building Height and Minimum Rear Yard of the New Building has not yet been determined and will be subject to review under Article 80 of the Code. Floor Area Ratios and Building Heights in established Planned Development Areas in the Greater Roxbury EDA are governed by Section 50-14. The gross floor area of the

New Building for FAR purposes will not exceed 217,835 square feet. The Lot consists of 152,895 square feet of land. Notwithstanding that, as a result of the creation of individual "lots" as defined in the Code ("Sub-PDA Lots") to accommodate the development of the individual buildings, the Plaza, and other improvements (such as roadways), the FAR for certain buildings within the project may exceed 6.0 in relation to the Sub-PDA Lot on which they are located, each building constructed shall be in compliance with this Development Plan and the Code so long as the total development on the PDA Lot does not exceed 720,000 square feet of gross floor area and an FAR of 4.71.

Subject to the foregoing:

- (a) The FAR for the New Building will not exceed 1.42, computed with respect to the PDA Lot as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{217,835}{152,895} = 1.42$$

- (b) The FAR for the New Building will not exceed 8.74, computed with respect to the Sub-PDA Lot for the New Building as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot Building Lot}} = \frac{217,835}{24,923} = 8.74$$

- (c) Since a portion of Parcel 18-1B adjacent to Parcel 18-1A is available for further development, it is possible that the parcels will be reconfigured and that a portion of the New Building will be located on what is now a portion of Parcel 18-1B. If so, the Sub-PDA Lot for the New Building will change and the calculation of the FAR for the New Building respect to the Sub-PDA Lot will change correspondingly.

- (d) The FAR for all structures, existing and proposed (that is, the Office Building, the Garage and the New Building) will not exceed 4.71, computed with respect to the PDA Lot as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{720,000}{152,895} = 4.71$$

EXHIBIT D

PERMITTED USES FOR RENAISSANCE PARK
PURSUANT TO THE
RESTATED DEVELOPMENT PLAN

<u>No.</u>	<u>Use Item</u>
15	Hotel; motel; apartment hotel.
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts.
17	Daycare center.
18	Trade, professional or other school.
19	Machine shop or other noise activity accessory to a school, college or university.
20A	Library or museum not conducted for profit, and not accessory to a use listed under Use Item No. 16A, 18, 22, 23 or 24, whether or not on the same lot.
22	Clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot.
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22 or 23, whether or not on the same lot.
27	Open space in public or private ownership for active or passive recreational use of the conservation of natural resources.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
28	Private grounds for games and sports not conducted for profit.
29	Adult education center building; community center building; settlement house.
30	Private club (including quarters of fraternal organizations) operated for members only.
31	Automatic telephone exchange.
32	Telephone exchange (other than automatic).

<u>No.</u>	<u>Use Item</u>
33	Fire station; police station.
34	Stores primarily serving the local retail business needs of the residents of the neighborhood, including, but not limited to a store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
35	Department store, furniture store, general merchandise mart, or other store servicing the general retail business needs of a major part of the city, including accessory storage.
36A	Sale over the counter of non-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as sold, such food or drink is ready for take-out.
37	Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles.
38	Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture concert hall; dance hall; skating rink; bowling alley; pool room; billiard parlor; other social, recreational or sports center conducted for profit; or any commercial establishment maintaining and operating any amusement game machine (other than as an accessory use described in Use Item No. 86b or 86c).
39	Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).
39A	Clinic not accessory to a main use.
40	Real estate insurance or other agency office (conditional through April 28, 1990).
41	Office building, post office, bank or similar establishment (conditional through April 28, 1990).
42	Office or display or sales space of a wholesale, jobbing or distributing house.
43	Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station or laundry or dry-cleaner; or similar use.

<u>No.</u>	<u>Use Item</u>
44	Tailor shop, hand laundry; dry cleaning shop (provided that only nonflammable solvents are used for cleaning).
46	Caterer's establishment; photographer's studio.
48	Research laboratory; radio or television studio.
50	Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like.
54	Wholesale business, including accessory storage (other than of flammable liquids, gases and explosives) in roofed structures.
56	Warehouse.
59	Parking garage.
60	Car wash.
61	Rental agency.
66	Helicopter landing facility.
68	Manufacture or repair of various products, including, without limitation: Cameras or other photographic equipment; electronic components and supplies; leather products, including shoes, machine belting, and the like; optical equipment, clocks, or similar precision instruments.
71	Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district.
72	As an accessory use, a garage or parking space for occupants, employees, customers, students and visitors.
72A	As an accessory use subject to the limitations and restrictions of Article 10, a swimming pool or tennis court not within a required front yard.
77	As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to an educational or institutional use.

<u>No.</u>	<u>Use Item</u>
78	As an accessory use subject to the limitations and restrictions of Article 10, in hotels with more than fifty sleeping rooms, newsstand, barber shop, dining room and similar services primarily for the occupants thereof, when conducted wholly within the building and entered solely from within the building.
80	As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use.
81	As an accessory use subject to the limitations and restrictions of Article 10, the manufacture, assembly or packaging of products sold on the lot.
84	As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in a district.
85	As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.
86	As an accessory use subject to the limitations and restrictions of Article 10, the maintenance and operation of not more than four amusement game machines: <ul style="list-style-type: none"> a. in a private club or similar noncommercial use. b. in a bar, tavern or other commercial establishment where alcoholic beverages are sold and consumed. c. in a store, self-service laundry, restaurant, or other commercial establishment (other than a commercial establishment where alcoholic beverages are sold and consumed).