

BRA Approval: 6/29/89
Zoning Commission Approval:* 9/11/89
effective: 9/13/89

BOSTON REDEVELOPMENT AUTHORITY

June 29, 1989

DEVELOPMENT PLAN
FOR PHASE 1 OF MASTER PLAN
for
PLANNED DEVELOPMENT AREA NO. 34

RUGGLES CENTER

Bounded by Ruggles Street, Tremont Street,
Melnea Cass Boulevard and Land Owned by the
Massachusetts Bay Transportation Authority

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "Authority") approved a Master Plan and Development Impact Project Plan (the "Master Plan") for the development of Southwest Corridor Parcel 18 in Roxbury ("Ruggles Center") pursuant to Section 3-1A of the Boston Zoning Code (the "Code"). In accordance with Section 3-1A of the Code, this development plan sets forth information on the development of the first phase of Ruggles Center ("Phase 1") including the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of Phase 1, the proposed dimensions of structures, the proposed densities, the proposed traffic circulation, parking and loading facilities, access to public transportation and other major elements of Phase 1 (the "Development Plan"). This Development Plan represents a stage in the planning process for the improvement of Ruggles Center between the Master Plan stage and the stage at which final plans and specifications for Phase 1 (the "Phase 1 Final Plans and Specifications") are submitted to the Authority pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Development Plan. This Development Plan consists of 6 pages of text and tables plus attachments designated Exhibits A through I. All references to this Development Plan contained herein shall pertain only to such 6 pages and attachments. Exhibits A through I are subject to final design, environmental and other development review by the Authority in accordance with the Authority's Development Review Procedures dated 1985, revised 1986 (the "Development Review Procedures"). Any references or depictions in the Exhibits of buildings or other improvements not included in the development of

*with insertion in second paragraph of section entitled "Proposed Location and Appearance of Structures" on page 2.

Phase 1 are included in the Exhibits for illustrative purposes only.

Developer: The developer of Phase 1 is Ruggles Center Joint Venture, a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Developer").

Architect: The architect for Phase 1 of Ruggles Center is Stull & Lee, Inc. with its offices located at 100 Boylston Street, Boston, MA 02116.

Site: The parcel of land described in Exhibit A attached to this Development Plan and containing approximately 2.96 acres (the "Phase 1 Site").

Proposed Location and Appearance of Structures: Phase 1 of Ruggles Center involves the construction and development of three distinct elements of the Master Plan: a plaza, an office/retail building and a free-standing parking garage. As part of the development of Phase 1, the Applicant will improve the portion of Columbus Avenue Extension located in Phase 1 (the "Way") and the sidewalks abutting the office/retail building and the free-standing parking garage in accordance with the provisions of the Conveyance and Construction Agreement currently being negotiated by and among the Authority, the Massachusetts Bay Transportation Authority and Ruggles Center Joint Venture (the "Conveyance and Construction Agreement").

A twelve (12) story office/retail building (the "Office Building"), containing approximately 242,000 square feet of gross floor area, will be located along Tremont Street and adjacent to the eastern boundary of the Plaza (as described below) and is designated as "Office Building" on the plan attached to this Development Plan as Exhibit B. The Office Building may be developed in two component parts, the high-rise component ("high-rise") and the low-rise component ("low-rise"). The high-rise will consist of twelve (12) stories and the low-rise will consist of three (3) stories. A seven (7) story above-grade parking garage (the "Garage") will be located along Columbus Avenue and is designated as "Garage" on the plan attached to this Development Plan as Exhibit B. The Garage will contain retail uses and parking on the ground level and seven (7) additional levels of parking (including a level of parking on the roof). The Garage will contain approximately 640 to 690 parking spaces and may be built in phases. Because of the technical definition of "grade" as defined in the Code and the slope of the Phase 1 Site, the first level of the Garage could be construed under the Code to be below grade. The high-rise, the low-rise and the Garage may be financed independently of each other and, therefore, the land on which each is located may need to be considered as a separate zoning lot, capable of being conveyed or mortgaged as such. The final locations and configurations of the Office Building and the

Garage are subject to final design, environmental and other development review by the Authority in accordance with the Development Review Procedures and shall generally conform to Exhibit C attached hereto.

In keeping with the traditional building materials employed in Boston, the facades of the Office Building and the Garage shall be constructed primarily of brick and pre-cast concrete panels and granite detailing. The Office Building and the Garage shall have heights and gross floor areas consistent with those set forth in the dimensional chart attached hereto as Exhibit C as such may be affected by changes to Phase 1 resulting from further design, environmental and other development review by the Authority in accordance with the Development Review Procedures. The elevations attached to this Development Plan as Exhibit D illustrate the general appearance of the Office Building presently proposed for Phase 1. The elevations attached to this Development Plan as Exhibit E illustrate the general appearance of the Garage presently proposed for Phase 1. The elevations for the Office Building and the Garage are subject to final design, environmental and other development review by the Authority in accordance with the Development Review Procedures.

Construction of the high-rise is expected to begin in October of 1989, with completion of the high-rise and a portion of the Garage containing 250 parking spaces anticipated by June 1991.

Open Spaces and Landscaping: A plaza (the "Plaza") will be constructed on axis with the principal facade of Ruggles Station. The Plaza will be the focal point of Ruggles Center for pedestrians entering the Plaza from Ruggles Station and Tremont Street. The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reconfigured and the Plaza, once constructed, will extend northerly from Tremont Street to the entrance of Ruggles Station. The ground plane of the Plaza will be a combination of brick paving and granite accent strips with metal tree grates, a fountain, public art, lighting and sturdy decorative seating. Trees and shrubs will be used to soften and make inviting public pathways and gathering places. With a series of retail uses and building lobbies opening onto the Plaza coupled with the Ruggles Station entrance, it is anticipated that the Plaza will become a hub of pedestrian activity. The Plaza will not only enhance Phase 1 but will also serve transit riders as well as the general public. The Plaza and related roadways and sidewalks, including the "kiss and ride turn-around", will be constructed by the Developer for the benefit of the general public, subject to the receipt by the Developer of a grant from the City for the cost of constructing the Plaza and the improvements thereto and subject to the provisions of the Conveyance and Construction Agreement. The Way and the sidewalks abutting the Office Building and the Garage will also be constructed by the Developer in accordance with the provisions of the Conveyance and Construction Agreement. The ground plane of the Way will be paved with asphalt and the sidewalks will be a combination of brick paving with granite accent strips.

The location of the Plaza is designated on the plan attached to this Development Plan as Exhibit F. The final location and configuration of the Plaza is subject to final design, environmental and other development review by the Authority in accordance with the Development Review Procedures. The Way and sidewalks abutting the Office Building and the Garage are also set forth on the plan attached to this Development Plan as Exhibit F. The final locations and configurations of the Way and sidewalks are subject to final design, environmental and other development review by the Authority in accordance with the Development Review Procedures.

All plans for Ruggles Center are subject to ongoing development review and approval by the Authority in accordance with the Development Review Procedures.

Proposed Uses of Phase 1 Site: The proposed uses for Phase 1 include office, retail, above-grade parking, open space and other uses incidental or accessory to the foregoing. The uses of Phase 1 will be limited to those uses set forth in the use chart attached hereto and incorporated herein as Exhibit G.

Proposed Dimensions of Structures: Exhibit C provides the proposed dimensions of the Office Building and the Garage. It is anticipated that in connection with the approval of the Master Plan, the Authority will petition the Boston Zoning Commission to designate the parcel of land which is the subject of the Master Plan as a Planned Development Area ("PDA"), and if so designated, the Phase 1 Site will be located in an M-1-D zoning district. In such a district, relief from the requirements of the Code is sought as an Exception pursuant to Article 6A of the Code. Exhibit H, a copy of which is attached hereto and incorporated herein, sets forth a list of anticipated zoning requests required for the development of Phase 1.

Proposed Densities: The Phase 1 Site is presently zoned M-1, Restricted Manufacturing District, with a maximum floor area ratio ("FAR") of 1.0, and is located within the Roxbury Interim Planning Overlay District (the "Roxbury IPOD"). Within the Roxbury IPOD, the Phase 1 Site is located in the Parcel 18 Area and the Tremont Street Boulevard Planning District. In addition, the Phase 1 Site is located in the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. This Development Plan provides for an overall FAR for the Phase 1 Site of 3.7 based upon the ratio of 472,000 square feet of gross floor area of proposed development, to the total land area included in the Phase 1 Site of approximately 128,902 square feet, or approximately 2.96 acres. Because of the technical definitions of "gross floor area," "floor area ratio" and "lot area" in the Code and the construction of the Plaza, including the "kiss and ride turn-around", related roadways and sidewalks, the Way, open space, and other public areas, the actual FAR of Phase 1 may be larger because 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 Phase 1 Site is subdivided, the FAR for particular components of Phase 1, analyzed separately, may have a different FAR. The total development in Phase 1, however, will not exceed 472,000 square feet of gross floor area.

Proposed Traffic Circulation: The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reconfigured to accommodate the Plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Within the Plaza, a central landscaped oval will be constructed in order to separate northbound and southbound traffic in the Plaza and a second smaller island adjacent to Tremont Street will also be constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. Service and parking access for Phase 1 will be off Columbus Avenue Extension and the northwest edge of the Plaza. In addition, appropriate drop-offs and short-term parking for the retail uses will be provided as necessary. The Plaza and related roadways and sidewalks, including the "kiss and ride turn-around" and the parking islands, will be constructed by the Developer for the benefit of the general public subject to the receipt by the Developer of a grant from the City for the costs of constructing the Plaza and the improvements thereof and subject to the provisions of the Conveyance and Construction Agreement.

Parking and Loading Facilities: Phase 1 will include an above-grade parking garage as set forth above. Loading bays will be provided as set forth in Exhibit C. Phase 1 will include off-street grade-accessed loading to service the Office Building. If the Office Building is developed in component parts, the high-rise will initially be serviced by an open air loading facility which will be enclosed by a fence. Upon the completion of the low-rise, the loading facility will be enclosed.

Access to Public Transportation: The Phase 1 Site is ideally situated for both local and regional public transit access. Phase 1 is expected to reinforce the directional movement on Tremont Street and Columbus Avenue and preserve existing bus patterns along Ruggles Street. Located immediately adjacent to Ruggles Station, the Phase 1 Site will be 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 minutes.

Public Benefits: Ruggles Center is one of two sites in the Parcel-to-Parcel Linkage Program Project 1 (the "Program") being pursued by the City and the State. The Program encourages development in areas which might not otherwise attract development, encourages minority participation in real estate development and is designed to produce numerous benefits to the affected communities and the City.

The development of Phase 1 of Ruggles Center is critically important to the revitalization of the Southwest Corridor. The Office Building, the Garage and the Plaza will visually and

symbolically mark the commencement of this significant development. The specific public benefits to be derived from Phase 1 are set forth in a Memorandum of Understanding currently being negotiated by and among the Authority, the Parcel 18+ Development Task Force, the Chinatown/South Cove Neighborhood Council, Ruggles Center Joint Venture and Kingston Bedford Joint Venture (the "Community Benefits Memorandum"), a copy of which is attached hereto as Exhibit I. The Community Benefits Memorandum is subject to further negotiations by and among the parties thereto and does not create or constitute any binding obligations upon the Developer until fully executed by all the parties thereto. A copy of the Community Benefits Memorandum will be submitted to the Authority upon its full execution.

EXHIBIT A
PHASE 1 SITE

PHASE 1 SITE

A tract of land, in Boston, Suffolk County, Massachusetts, known as Ruggles Center, situated on the easterly side of Ruggles Street, northerly side of Tremont Street, westerly side of Melnea Cass Boulevard and southerly side of Massachusetts Bay Transportation Authority (MBTA) Ruggles Station, shown on a plan entitled "Site Area Diagram, Phase I" by DMC Engineering, Inc., Framingham, Massachusetts and described as follows:

Beginning at an angle point, situated N49-16-34E and 16.05' from a stone bound located on the westerly right of way of Melnea Cass Boulevard.

Thence S49-16-34W on a straight line 124.87' to an angle point.

Thence S32-48-07E on a straight line 236.22' to an angle point located on the northerly edge of the traveled way of Tremont Street.

Thence on a curve, along the said northerly edge of the traveled way of said Tremont Street 40.86' to a point of tangency.

Thence S58-20-30W on a straight line, along the said northerly edge of the traveled way of said Tremont Street 252.84' to an angle point.

Thence N32-48-07W on a straight line 233.20' to an angle point.

Thence N41-45-58E on a straight line along the MBTA Southeast Corridor Parkland Easement 131.07' to an angle point.

Thence N78-15-00W on a straight line, along the property line of Parcel 18-2, 25.47' to an angle point.

Thence N18-14-01W on a straight line, along the said property line of Parcel 18-2, 99.63' to an angle point.

Thence N41-45-58E on a straight line, along the said property line of parcel 18-2, 159.55' to an angle point.

Thence N48-14-26W on a straight line 9.43' to an angle point, located on the southerly edge of traveled way of MBTA Bus Lane.

Thence N41-45-58E on a straight line, along the southerly edge of traveled way of said MBTA Bus Lane 84.81' to a point of curvature.

Thence on a curve, along the southwesterly edge of traveled way of said MBTA Bus Lane 43.47' to a point of tangency.

Thence S88-25-22E on a straight line along the edge of traveled way of said Melnea Cass Boulevard 15.44' to a point of curvature.

Thence on a curve, along the westerly edge of traveled way of said Melnea Cass Boulevard 26.00' to a point of tangency.

Thence S36-17-18E on a straight line, along the westerly edge of traveled way of said Melnea Cass Boulevard 94.54' to a point of curvature.

Thence on a curve along the westerly edge of traveled way of said Melnea Cass Boulevard 12.06' to a point of tangency, located on the southerly side of the said Parkland Easement.

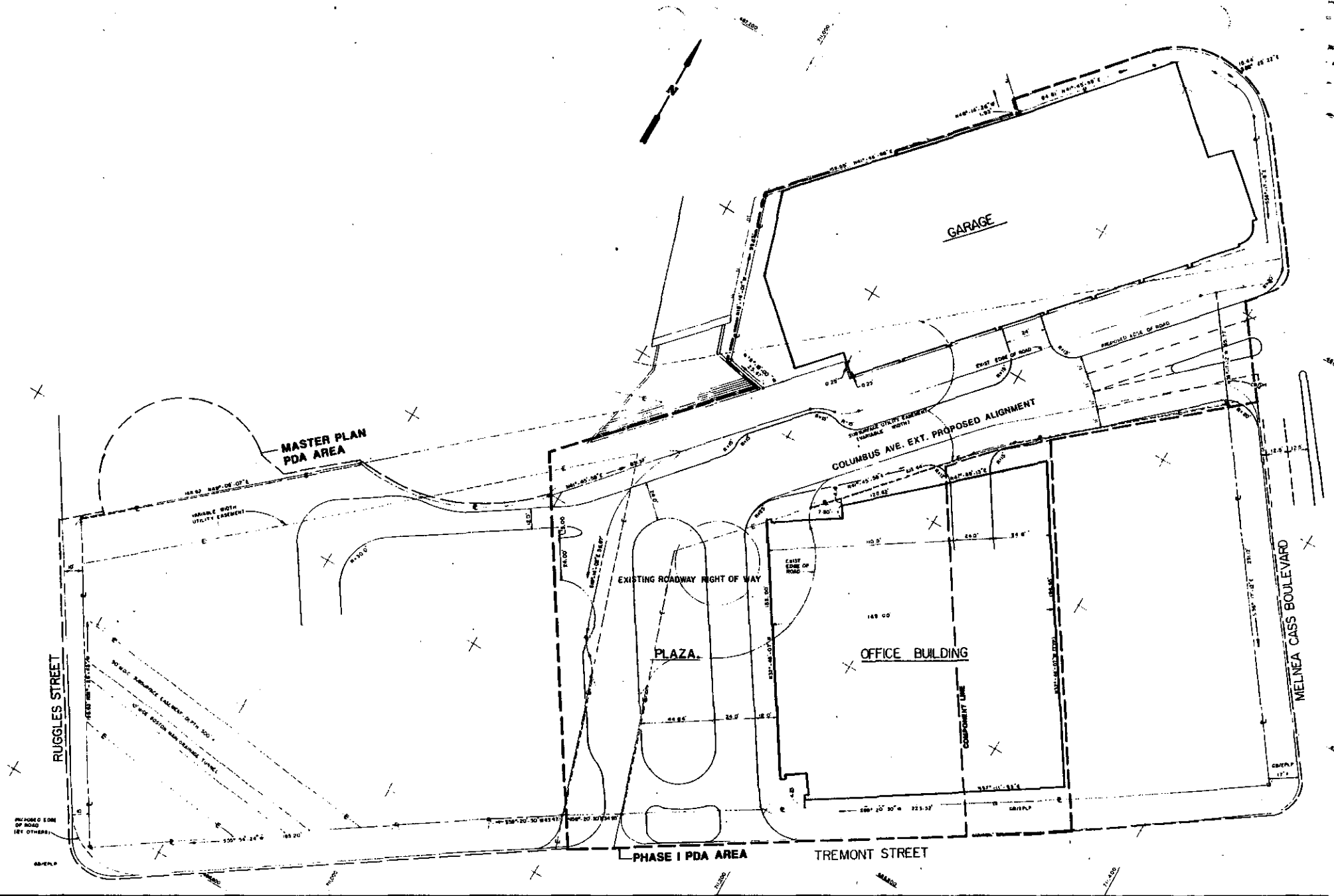
Thence S50-10-56W on a straight line along the southerly side of the said Parkland Easement 18.48' to an angle point.

Thence S36-13-59E on a straight line 66.17' to the point of beginning.

The above described tract of land as shown on said plan by DMC Engineering, Inc., has a total area of 128,902 square feet or 2.96 acres.

EXHIBIT B

- SITE PLAN PHASE 1



**SITE PLAN
PHASE 1**

SCALE 1"=20'

RUGGLES CENTER
METROPOLITAN COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS
 DMC ENGINEERING INC

JUNE 1, 1989

DMC1

EXHIBIT C
DIMENSIONAL CHART

DIMENSIONAL REQUIREMENTS
FOR PHASE 1

1. Office Building

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
14-1 Minimum Lot Size	None	---	No
14-3 Minimum Lot Width	None	---	No
15-1 Floor Area Ratio ^A	1.0	7.2	Yes
27E-22 Maximum Height	35' ^B	178' ^C	Yes
18-1 Minimum Front Yard ^D	20'	10'	Yes
19-1 Minimum Side Yard			
Tremont Street	20'	23'	No
Columbus Ave. Ext.	20'	12'	Yes
20-7 Minimum Rear Yard	20'	0'	Yes

^A See Note 1 below.

^B The Office Building is located in the Parcel 18 Study Area created by the Roxbury IPOD. The height standard in the Parcel 18 Study Area is 35 feet. The Office Building is also located in the Tremont Street Boulevard Planning District created by the Roxbury IPOD. The height standard in a Boulevard Planning District is 45 feet. The Code does not specify which height standard governs when a project is located both in a Study Area and in a Boulevard Planning District.

^C 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 High-rise of the Office Building, the height of the Office Building has been calculated including the mechanical penthouse, pending approval of final plans and specification at which time accurate calculations can be made.

^D The front yard of the Office Building faces the Plaza.

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
21-1, Setback of Parapet ^E 21-2(a) and 21-2(b)			
<u>Front</u> ^F			
Low-rise	36'	45'	No
High-rise	54'	0'	Yes
<u>Tremont Street Side</u>			
Low-rise	0'	4'	No
High-rise	6'	4'	Yes
<u>Columbus Avenue Extension Side</u> ^F			
Low-rise	30'	4'	Yes
High-rise	42'	0'	Yes
<u>Rear</u>			
Low-rise	36'	0'	Yes
High-rise	54'	61'	No
23-6 Off-Street Parking	None	---	No
24-1 Off-Street Loading	3 Bays	3 Bays	No

^E See Note 2 below.

^F It is currently contemplated that the Plaza and Columbus Avenue Extension will be in public ownership or control. However, since a final determination has not been made, these calculations have been made on the assumption that the Plaza and Columbus Avenue Extension will be in private ownership, an assumption which results in the largest dimensional requirements (i.e., the worst case scenario).

Note 1

Proposed FAR: The gross floor area of the proposed Office Building for FAR purposes is approximately 242,000 square feet.

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

$$\frac{\text{Gross Floor Area}}{\text{Area of Office Building Lot}} = \frac{242,000}{33,444} = 7.2$$

- (b) The FAR for the Office Building is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{242,000}{128,902} = 1.9$$

- (c) The FAR for all proposed structures (that is, the Office Building and the Garage) is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{472,000}{128,902} = 3.7$$

Note 2

The parapet setback requirements are computed by using the formula:

$$\frac{H + L'}{6}$$

with the proviso, added by Section 21-1 of the Code that one half of the width of the abutting street may be subtracted to determine the parapet setbacks required.

- (a) No front parapet setbacks are required below 25 feet in height.

- (i) Above 25 feet in height, the front parapet setback required along the Plaza for the Low-rise of the Office Building is approximately:

$$\frac{42 - 25 + 197}{6} = 36 \text{ feet}$$

A front parapet setback of approximately 45' is provided for the Low-rise.

- (ii) Above 25 feet in height, the front parapet setback required along the Plaza for the High-rise of the Office Building is approximately:

$$\frac{178 - 25 + 169}{6} = 54 \text{ feet}$$

No front parapet setback is provided for the High-rise.

- (b) No side parapet setbacks are required below 40 feet in height.

- (i) Above 40 feet in height, the side parapet setback required along Tremont Street for the Low-rise of the Office Building is approximately:

$$\frac{42 - 40 + 169}{6} - 35.5 = -7 \text{ feet} \\ \text{(0 required)}$$

A side parapet setback of approximately 4' is provided along Tremont Street for the Low-rise.

- (ii) Above 40 feet in height, the side parapet setback required along Tremont Street for the High-rise is approximately:

$$\frac{178 - 40 + 108}{6} - 35.5 = 6 \text{ feet}$$

A side parapet setback of approximately 4' is provided along Tremont Street for the High-rise.

- (iii) Above 40 feet in height, the side parapet setback required from the Columbus Avenue Extension for the Low-rise of the Office Building is approximately:

$$\frac{42 - 40 + 174}{6} = 30 \text{ feet}$$

A side parapet setback of approximately 4' is provided along the Columbus Avenue Extension for the Low-rise.

- (iv) Above 40 feet in height, the side parapet setback required along the Columbus Avenue Extension for the High-rise of the Office Building is approximately:

$$\frac{178 - 40 + 112}{6} = 42 \text{ feet}$$

No side parapet setback is provided along the Columbus Avenue Extension for the High-rise.

- (c) No rear parapet setbacks are required below 25 feet in height.

- (i) Above 25 feet in height, the rear parapet setback required along Melnea Cass Boulevard for the Low-rise of the Office Building is approximately:

$$\frac{42 - 25 + 197}{6} = 36 \text{ feet}$$

No side parapet setback is provided along Melnea Cass Boulevard for the Low-rise.

- (ii) Above 25 feet in height, the rear parapet setback required along Melnea Cass Boulevard for the High-rise of the Office Building is approximately:

$$\frac{178 - 25 + 169}{6} = 54 \text{ feet}$$

A rear parapet setback of approximately 61' is provided for the High-rise.

Note 3

The lots included in Phase 1 are located approximately as shown on the site plan attached to the Development Plan as Exhibit B. Certain lots set forth on Exhibit B may be reconfigured prior to the approval by the Authority of the Phase I Final Plans and Specifications which may affect the calculations set forth herein.

Note 4

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, environmental, and other development review by the Authority pursuant to the Development Review Procedures.

2. Garage

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Garage (Approximate)</u>	<u>Exception Required</u>
14-1 Minimum Lot Size	None	---	No
14-3 Minimum Lot Width	None	---	No
15-1 Floor Area Ratio ^G	1.0	6.2	Yes
27E-22 Maximum Height	35'	96' ^H	Yes
18-1 Minimum Front Yard ^I	20'	27'	No
19-1 Minimum Side Yard			
Ruggles Station Access	20'	10'	Yes
Melnea Cass Boulevard	20'	5'	Yes
20-7 Minimum Rear Yard	20'	0'	Yes

^G See Note 5 below.

^H 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 structure housing the elevator shaft and elevator lobby, which elevator lobby provides access to the level of parking located on the roof of the Garage.

^I The front yard of the Garage faces the Columbus Avenue Extension.

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Garage (Approximate)</u>	<u>Exception Required</u>
21-1 Setback of Parapet ^J 21-2(a) and 21-2(b)			
Front ^K	58'	0'	Yes
Melnea Cass Boulevard Side	15'	0'	Yes
Ruggles Station Access Side	31'	0'	Yes
Rear	58'	0'	Yes
23-6 Off-Street Parking	None	---	No
24-1 Off-Street Loading	0 Bays	0 Bays	No

^J See Note 6 below.

^K It is currently contemplated that the Plaza and Columbus Avenue Extension will be in public ownership or control. However, since a final determination has not been made, these calculations have been made on the assumption that the Plaza and Columbus Avenue Extension will be in private ownership, an assumption which results in the largest dimensional requirements (i.e., the worst case scenario).

Note 5

Proposed FAR: The gross floor area of the proposed Garage for FAR purposes is approximately 230,000 square feet.

- (a) The FAR for the Garage is computed with respect to the lot for the Garage as follows;

$$\frac{\text{Gross Floor Area}}{\text{Area of Garage Lot}} = \frac{230,000}{37,155} = 6.2$$

- (b) The FAR for the Garage is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{230,000}{128,902} = 1.8$$

- (c) The FAR for all proposed structures (that is, the Office Building and the Garage) computed with respect to the entire Phase 1 Site is as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{472,000}{128,902} = 3.7$$

Note 6

The parapet setback requirements are computed by using the formula:

$$\frac{H + L'}{6}$$

with the proviso, added by Section 21-1 of the Code that one half of the width of the abutting street may be subtracted to determine the parapet setbacks required.

- (a) No front parapet setbacks are required below 25 feet in height.

Above 25 feet in height, the front parapet setback required along the Columbus Avenue Extension for the Garage is approximately:

$$\frac{86 - 25 + 285}{6} = 58$$

No front parapet setback is provided.

- (b) No side parapet setbacks are required below 40 feet in height.

Above 40 feet in height, the side parapet setback required along Melnea Cass Boulevard for the Garage is approximately:

$$\frac{86 - 40 + 137}{6} - 16 = 15$$

No side parapet setback is provided along Melnea Cass Boulevard.

Above 40 feet in height, the side parapet setback required from the Ruggles Station Access for the Garage is approximately:

$$\frac{86 - 40 + 140}{6} = 31$$

No side parapet setback is provided along the Ruggles Station Access.

- (c) No rear parapet setbacks are required below a height of 25 feet.

Above 25 feet in height, the rear parapet setback required along the MBTA for the Garage is approximately:

$$\frac{86 - 25 + 285}{6} = 58$$

No rear parapet setback is provided.

Note 7

The lots included in Phase 1 are located approximately as shown on the site plan attached to the Development Plan as Exhibit B. Certain lots set forth on Exhibit B may be reconfigured prior to the approval by the Authority of the Phase I Final Plans and Specifications which may affect the calculations set forth herein.

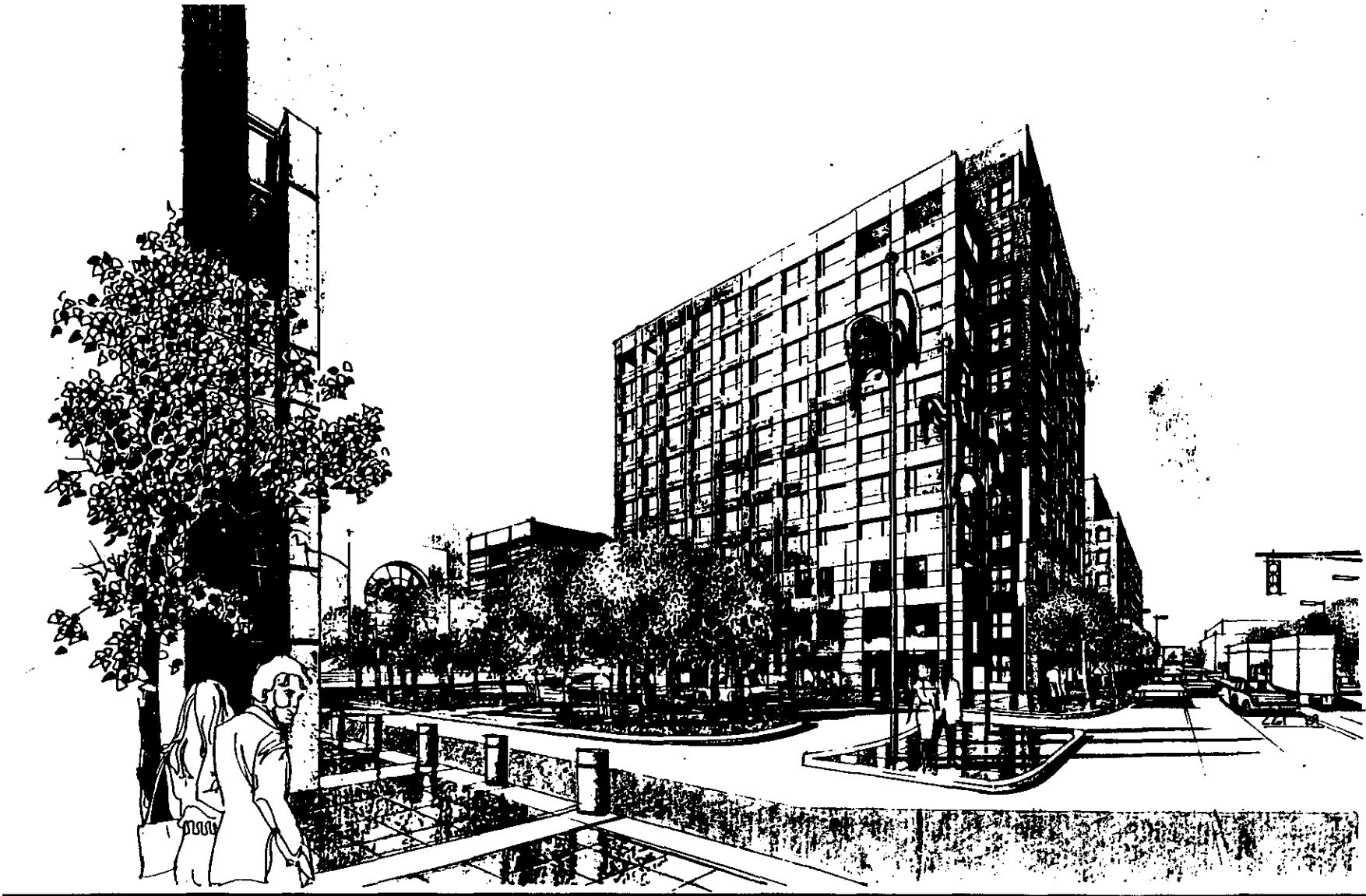
Note 8

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

EXHIBIT D

PRELIMINARY OFFICE BUILDING PLANS

1. EYE-LEVEL PERSPECTIVE
2. SITE PLAN
3. GROUND FLOOR PLAN
4. SECOND FLOOR PLAN
5. TYPICAL FLOOR PLAN
6. BUILDING SECTION
7. TREMONT ST. ELEVATION
8. PLAZA ELEVATION
9. COLUMBUS AVE. ELEVATION
10. NORTH ELEVATION

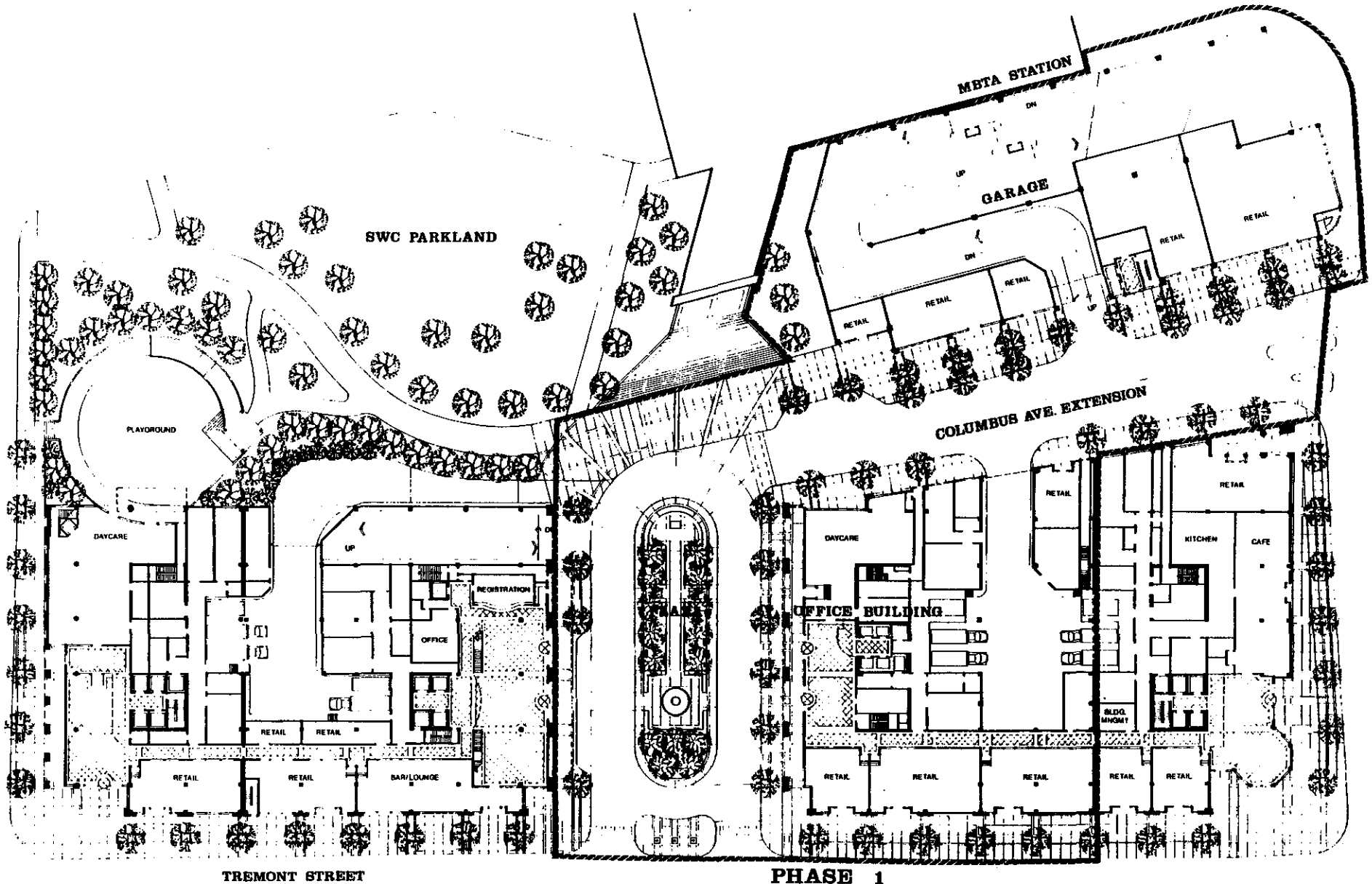


PERSPECTIVE

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

RUGGLES STREET



MELNEA CASS BLVD.

TREMONT STREET

PHASE 1

COLUMBUS AVE. EXTENSION

OFFICE BUILDING

HOTEL

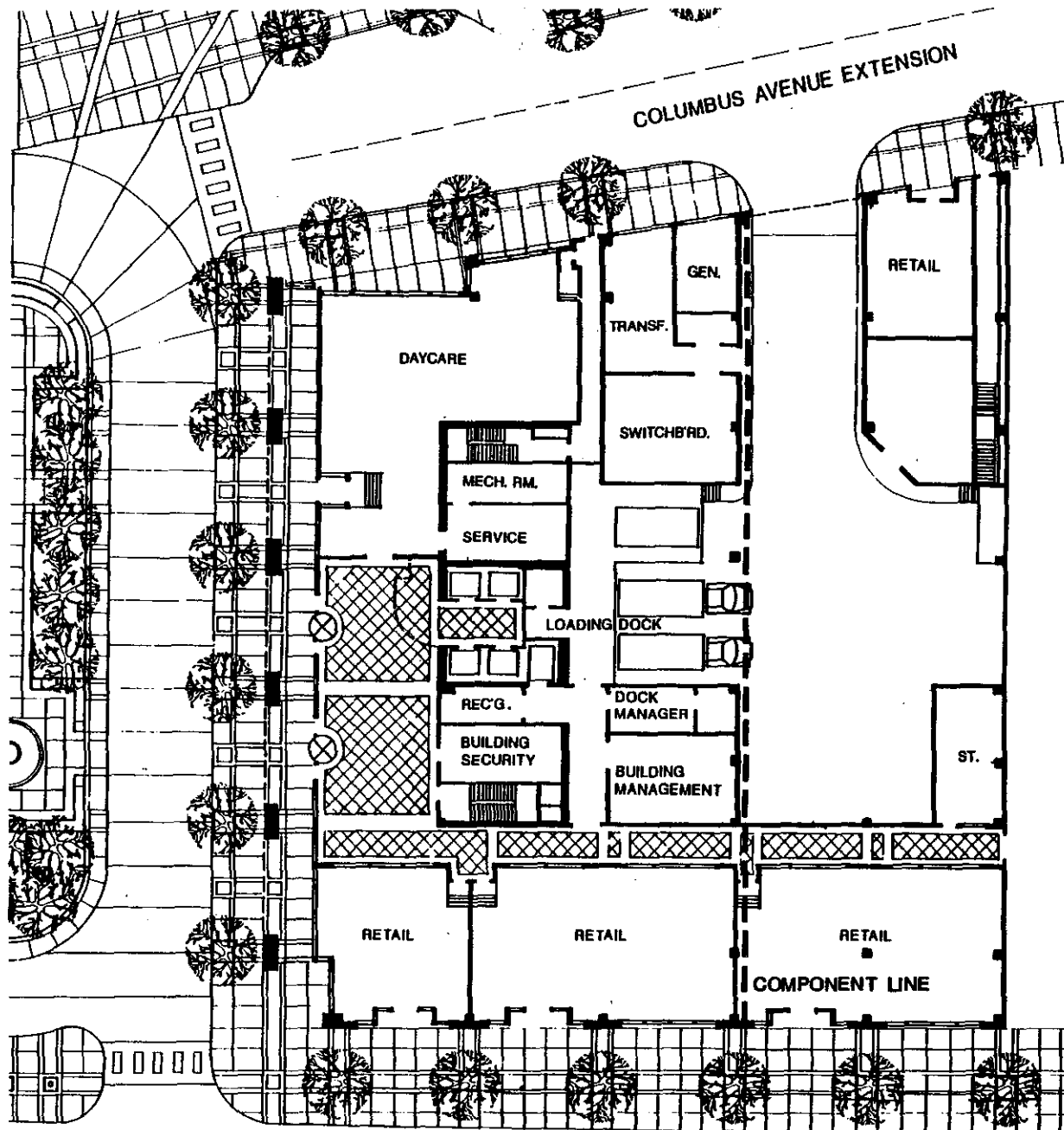
OFFICE BUILDING

**PHASE I:
SITE PLAN**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



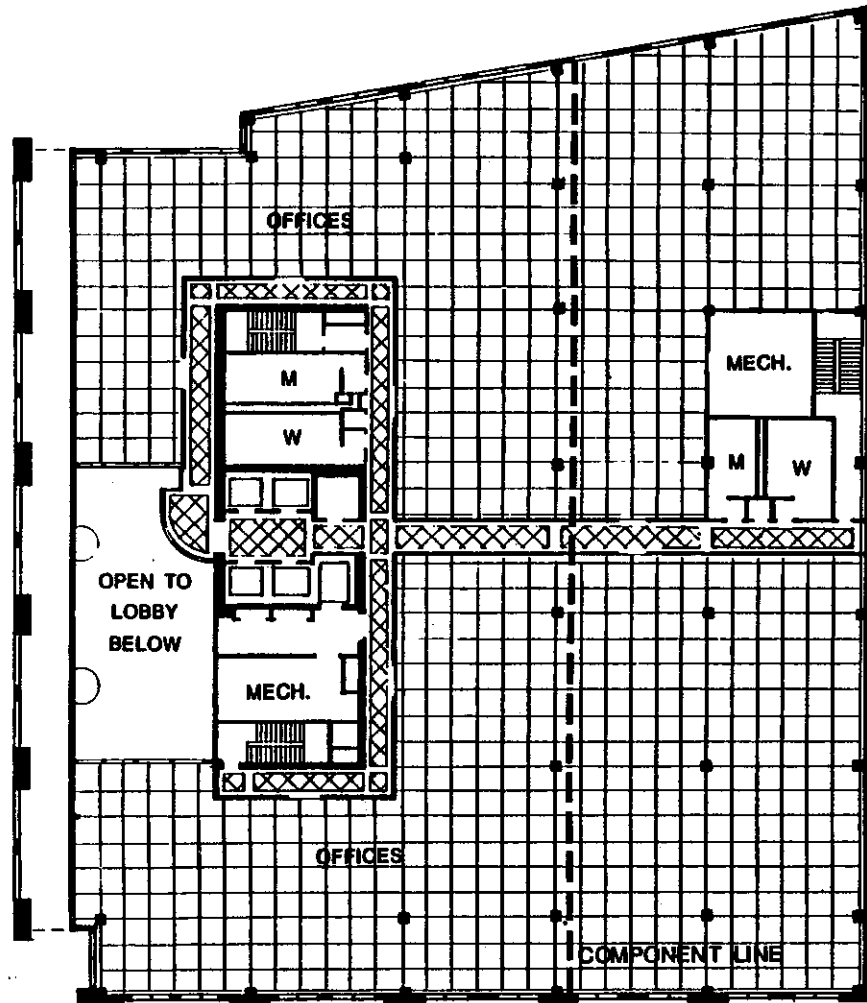


**PHASE I: OFFICE BLDG.
GROUND FLOOR PLAN**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



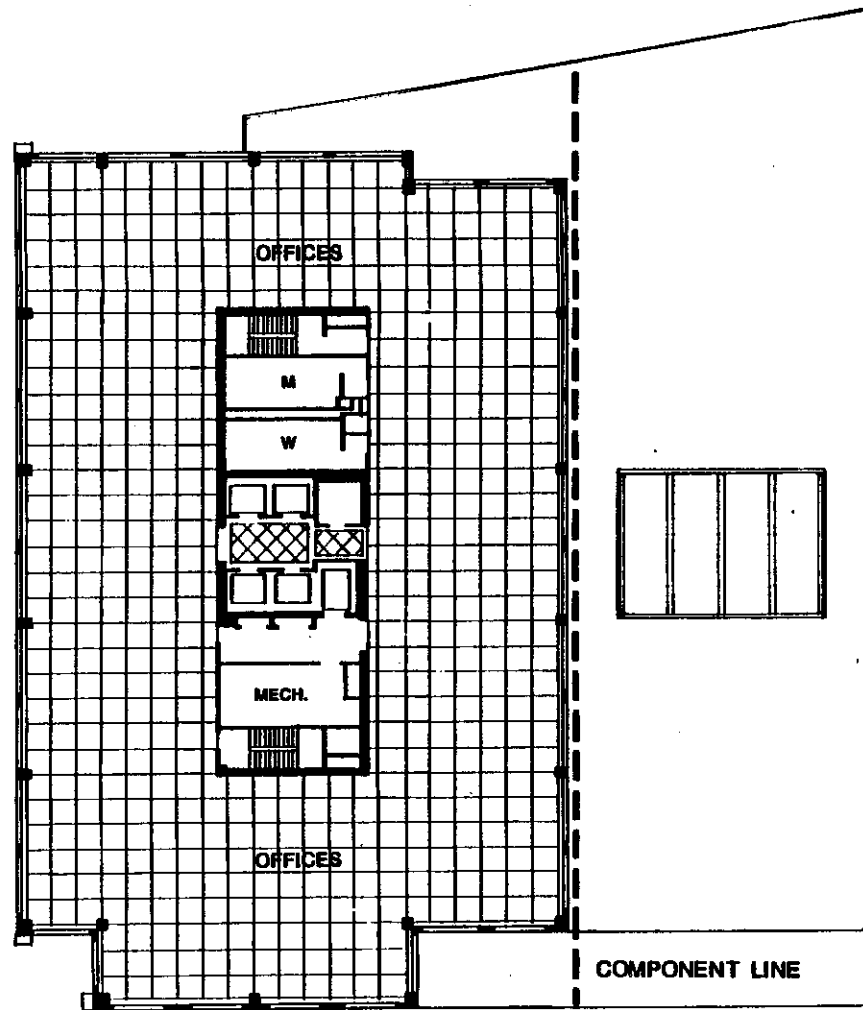


**PHASE I: OFFICE BLDG.
SECOND FLOOR PLAN**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



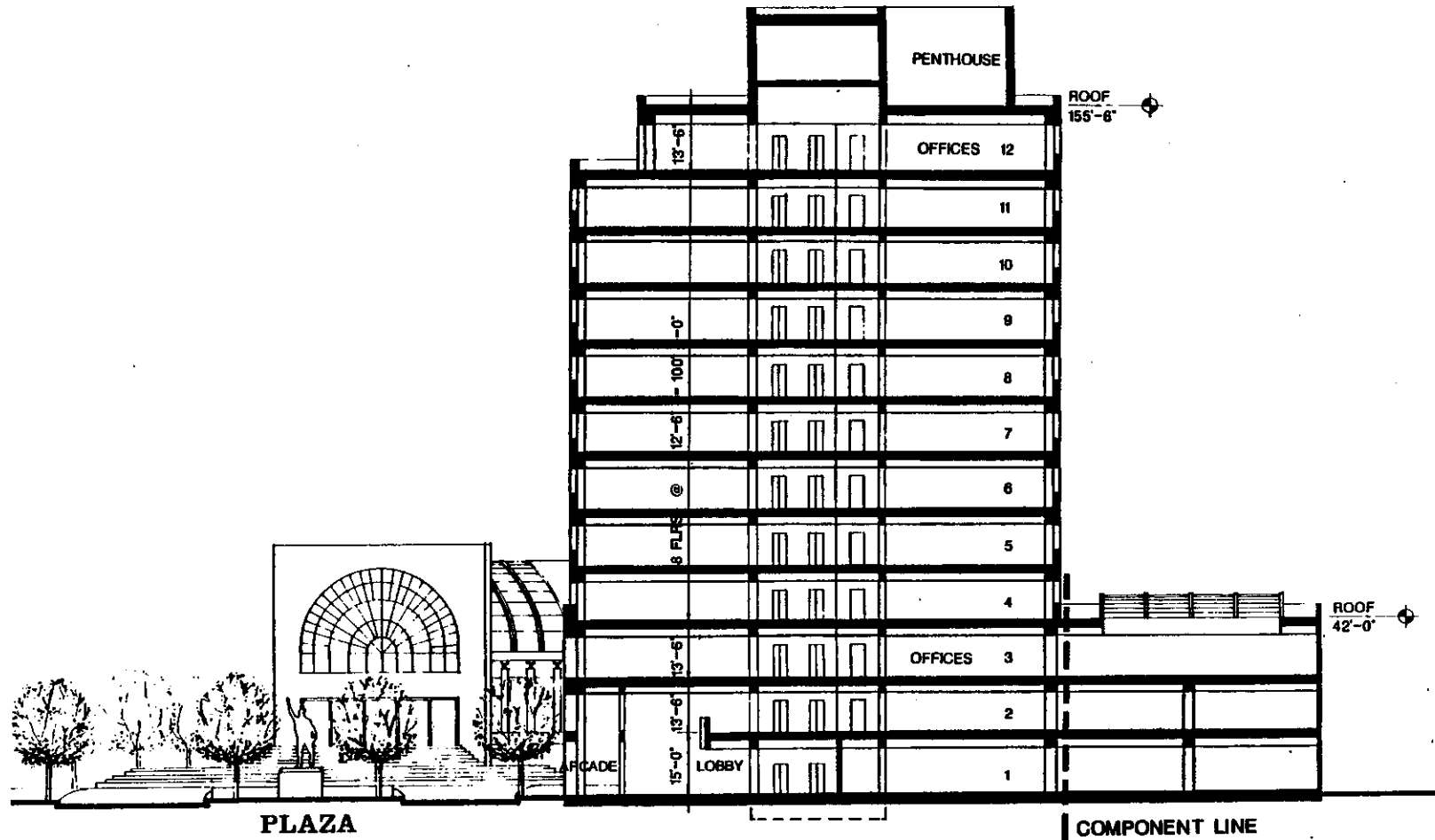


**PHASE I: OFFICE BLDG.
TYPICAL FLOOR PLAN**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



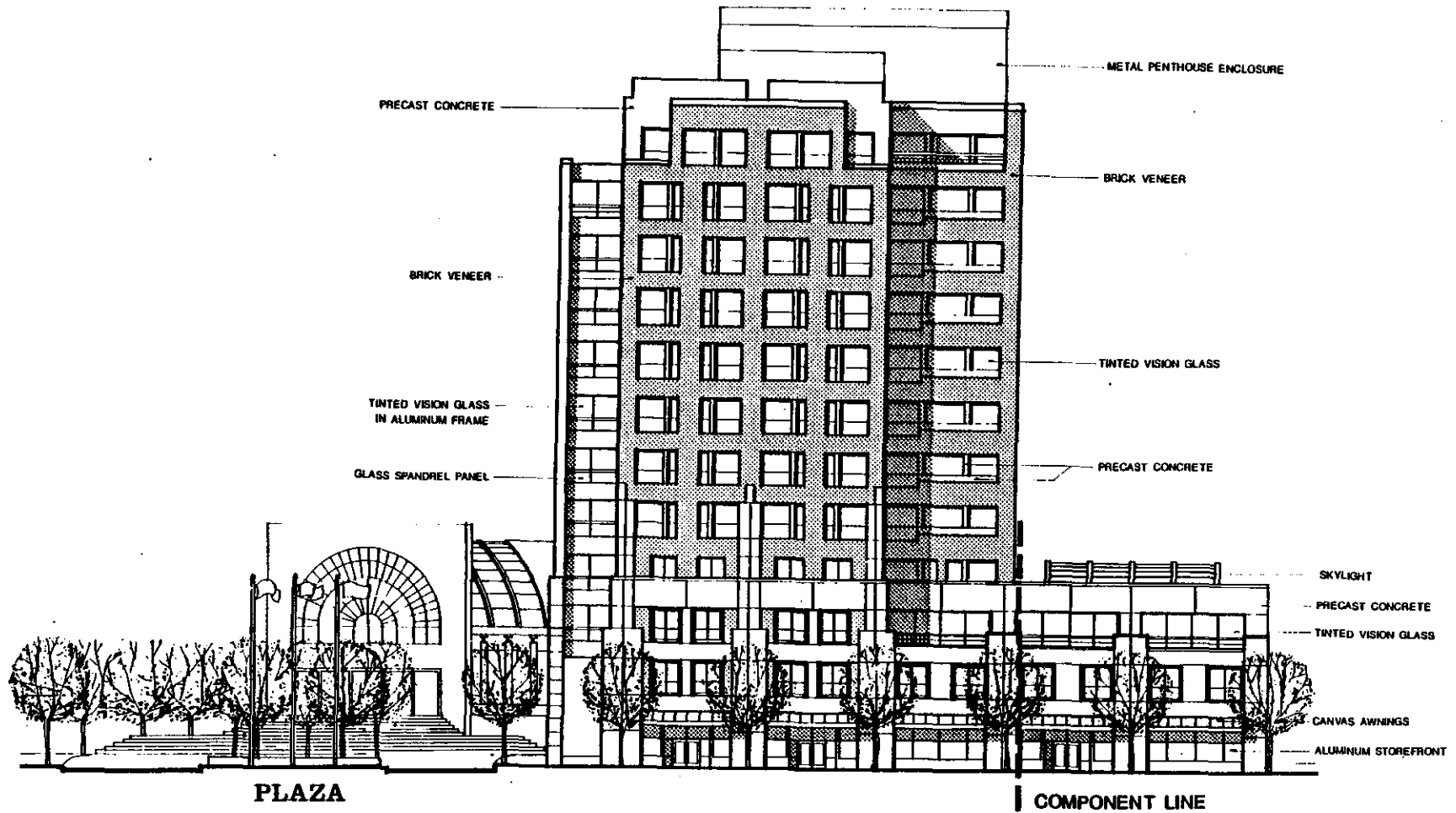


**PHASE I: OFFICE BLDG.
SECTION**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1980

1" = 10'-0"

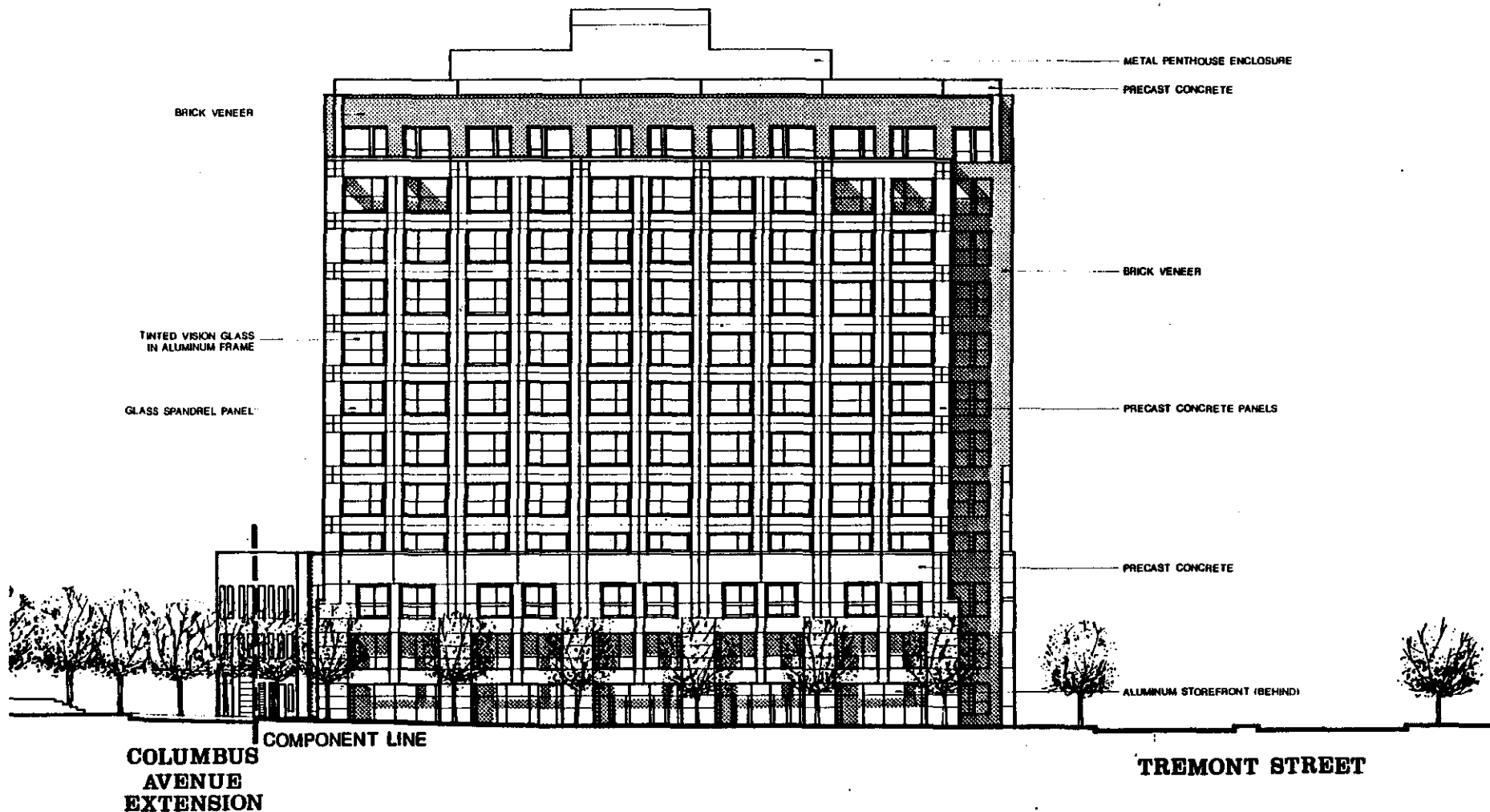


**PHASE I: OFFICE BLDG.
TREMONT ST. ELEVATION**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

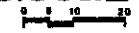


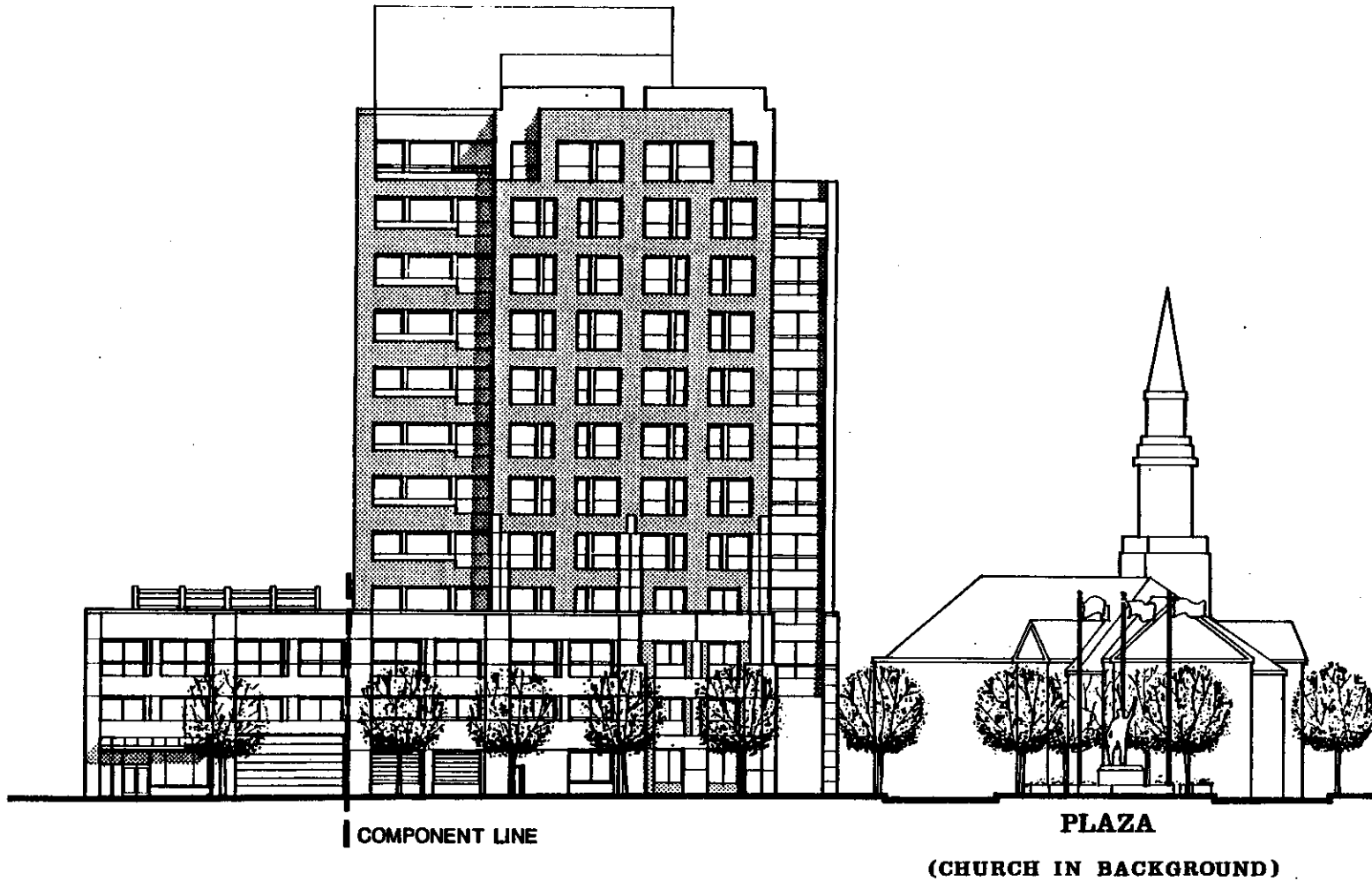


**PHASE I: OFFICE BLDG.
PLAZA ELEVATION**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

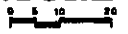


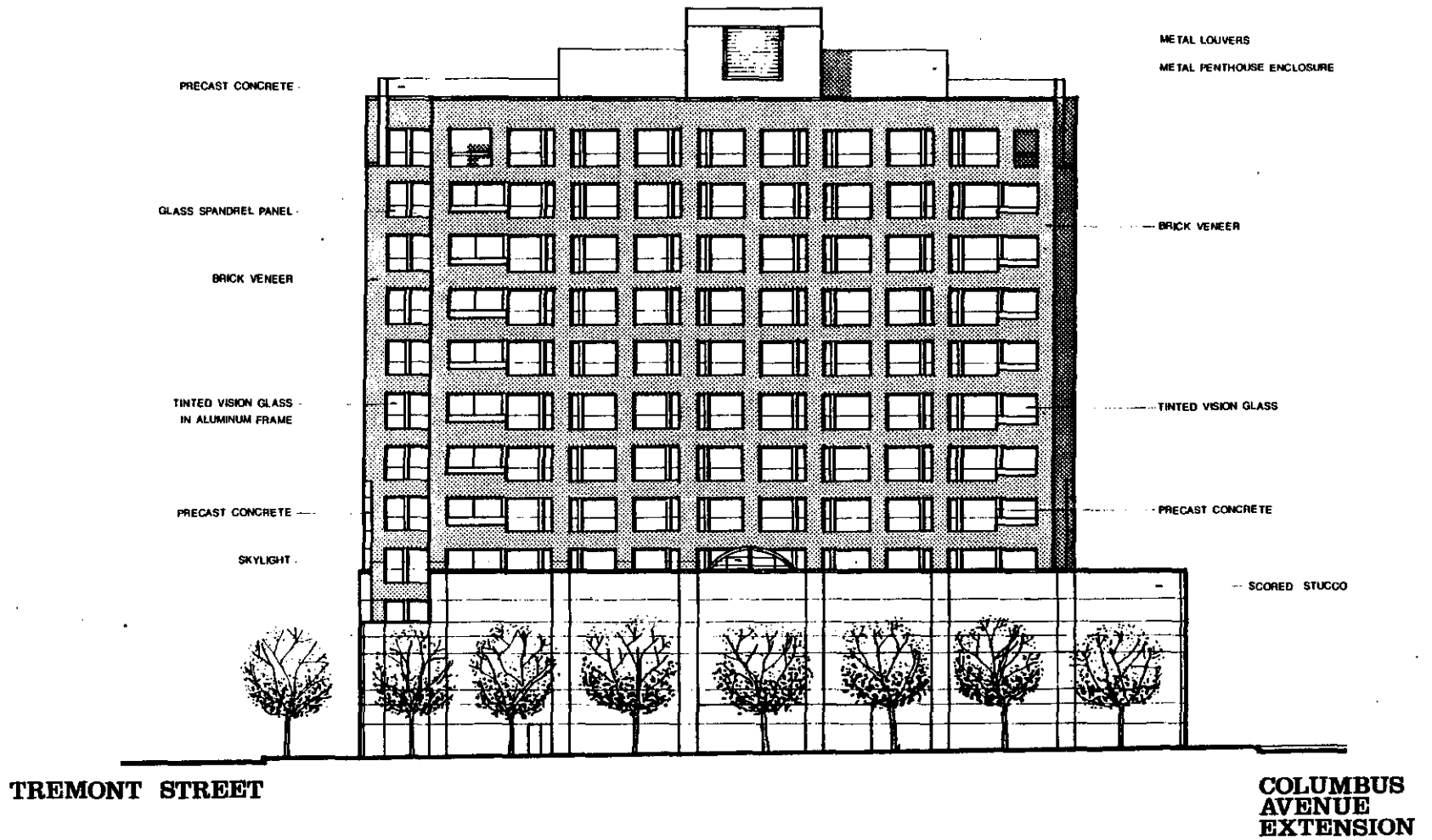


**PHASE I: OFFICE BLDG.
COLUMBUS AVE. ELEVATION**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989





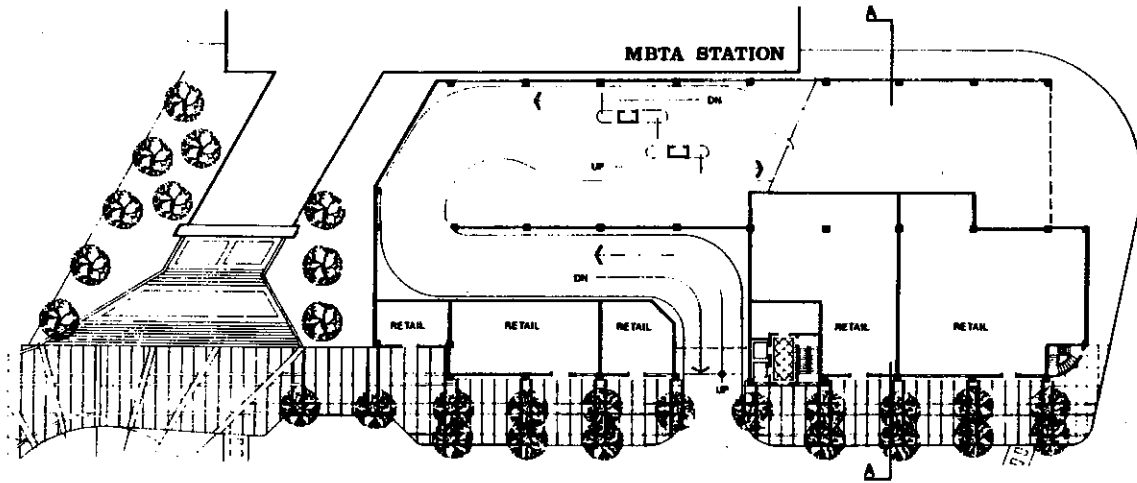
**PHASE I: OFFICE BLDG.
NORTH ELEVATION**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

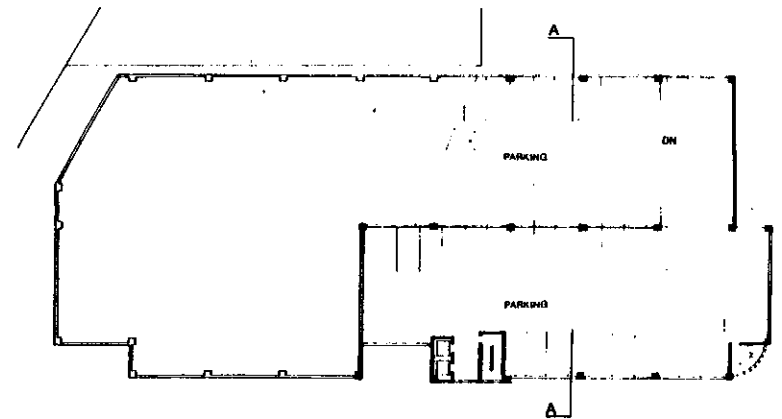
JUNE 1, 1989

1" = 10'-0"

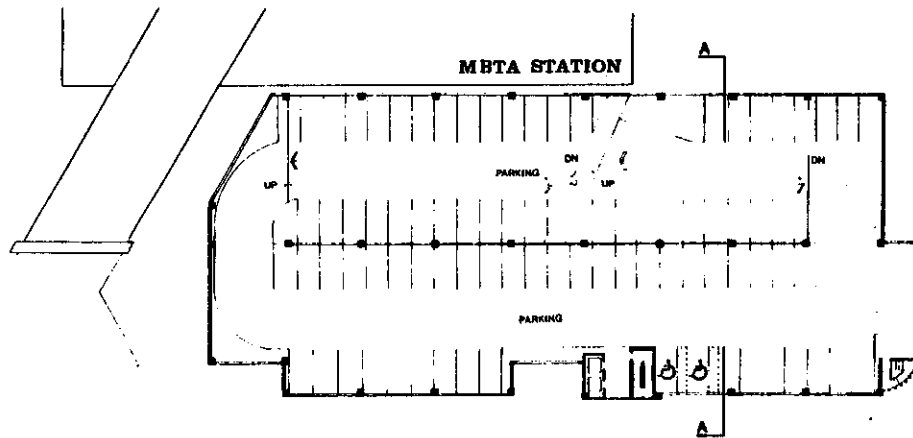
EXHIBIT E
PRELIMINARY GARAGE PLAN



GROUND FLOOR PLAN



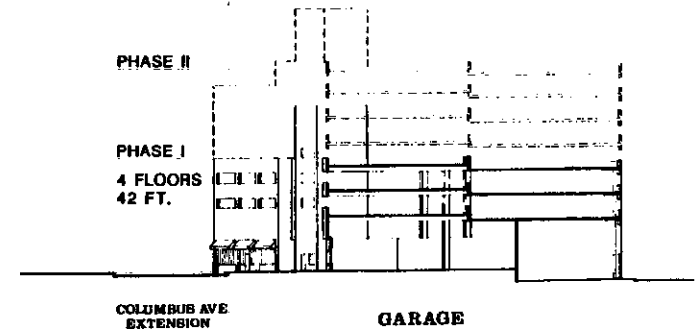
FOURTH FLOOR PLAN



SECOND & THIRD FLOOR PLAN

ABOVE GRADE GARAGE PARKING COUNT

PHASE I	250 CARS
PHASE II	390 CARS
TOTAL	640 CARS



CROSS SECTION A-A

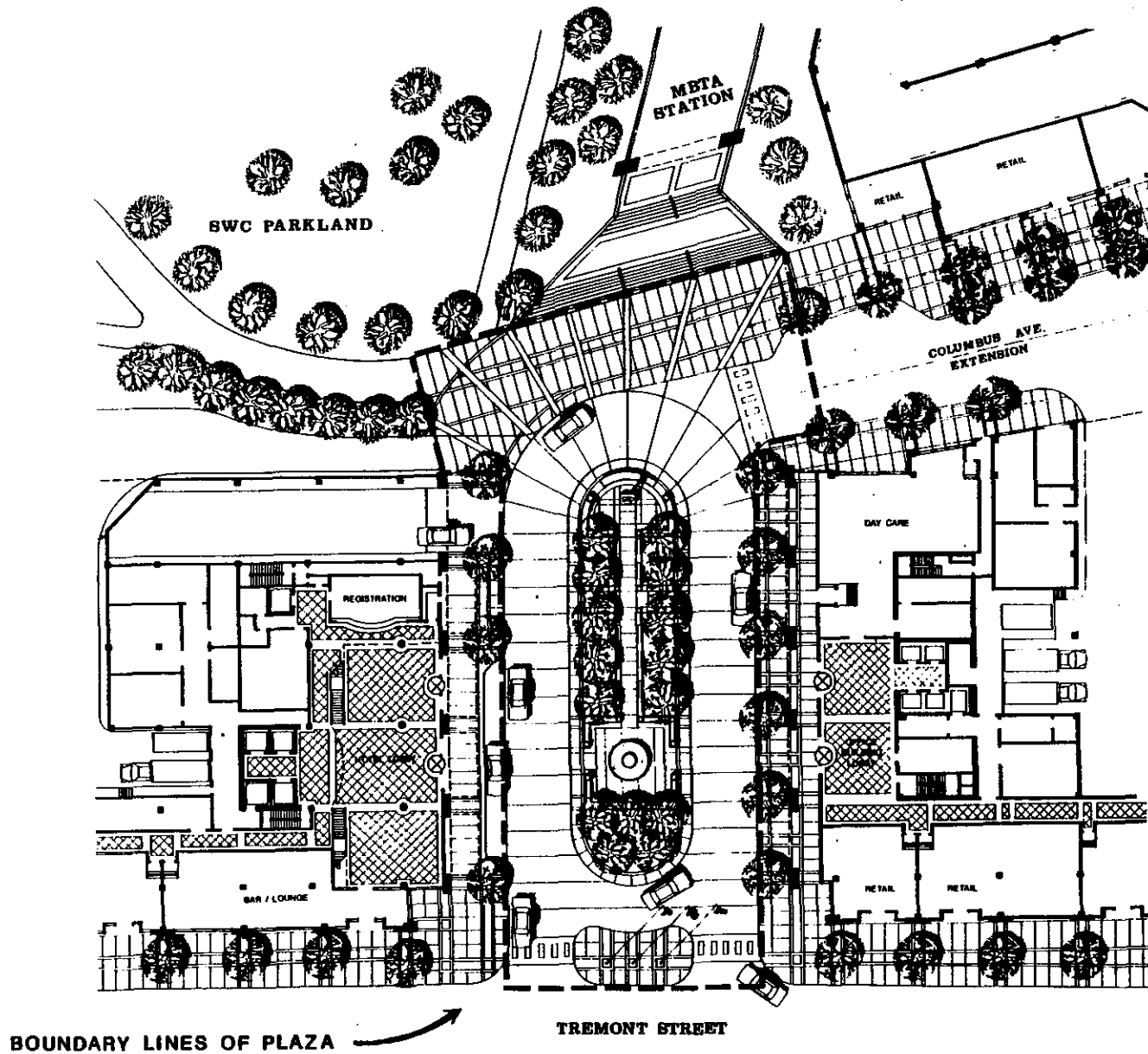
**PHASE I:
PARKING GARAGE**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1988

0 10 20 40

EXHIBIT F
PRELIMINARY PLAZA PLAN



**PHASE I:
PLAZA PLAN**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



EXHIBIT G

USE CHART

PROPOSED USES
FOR PHASE 1

1. Permitted Uses

<u>No.</u>	<u>Use Item</u>
17	Day care center.
27	Open space in public or private ownership for active or passive recreational use or to the conservation of natural resources.
31	Automatic telephone exchange.
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	Store serving 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 so 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; 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).

- 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 of laundry or dry-cleaner; or similar use.
- 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.
- 60 Car wash.
- 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.
- 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.

85 As an accessory use (other than an accessory office) 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:

- 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).

2. Conditional Uses (Conditional Use Permits or Exceptions Required)

<u>No.</u>	<u>Use Item</u>
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.
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.
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.

- 30 Private club (including quarters of fraternal organizations) operated for members only.
- 39 Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).
- 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).
- 59 Parking garage.
- 61 Rental agency.
- 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, provided that any such use shall be subject to the same restrictions as the use to which it is ancillary.
- 72 As an accessory use, a garage or parking space for occupant, employees, customers, students and visitor.
- 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.
- 85 An office 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.

EXHIBIT H

ANTICIPATED ZONING REQUESTS FOR PHASE 1

ANTICIPATED ZONING
REQUESTS FOR PHASE 1

1. Conditional Use Permits or Exceptions Required for Uses

A. Article 8, Section 7 - Use Items

<u>No.</u>	<u>Use</u>
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.
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.
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.
30	Private club (including quarters of fraternal organizations) operated for members only.
59	Parking garage.
61	Rental agency.
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, provided that any such use shall be subject to the same restrictions as the use to which it is ancillary.
72	As an accessory use, a garage or parking space for occupant, employees, customers, students and visitor.
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.

B. Article 34 - Interim Office Use Controls

<u>No.</u>	<u>Use</u>
39	Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).
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).
85	As an accessory use (other than an accessory office) subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

2. Exceptions Required for Dimensional Requirements

A. Office Building

Section

15-1	Floor Area Ratio
27E-22	Maximum Height
18-1	Minimum Front Yard
19-1	Minimum Side Yard
20-7	Minimum Rear Yard
21-1, 21-2(a) and 21-2(b)	Setback of Parapet ^A

^A Although an exception for the setback of parapets is not required for all parapets, final design, environmental and other development review may affect the parapet setbacks such that exceptions are required for additional parapets and, accordingly, authorization for exceptions from all parapet setback requirements is necessary.

B. Parking Garage

Section

15-1	Floor Area Ratio
27E-22	Maximum Height
19-1	Minimum Side Yard
20-7	Minimum Rear Yard
21-1, 21-2(a) and 21-2(b)	Setback of Parapet ^A

3. Other Exceptions Required

Section

Article 27E Section 8	Roxbury Interim Planning Overlay District - Site Plan Review
Article 27E Section 16	Roxbury Interim Planning Overlay District - Transportation Access Plan
Article 28	Boston Civic Design Commission Review

4. Other Permits Required

Section

Article 27E	Roxbury Interim Planning Overlay District Interim Planning Permit
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^A Although an exception for the setback of parapets is not required for all parapets, final design, environmental and other development review may affect the parapet setbacks such that exceptions are required for additional parapets and, accordingly, authorization for exceptions from all parapet setback requirements is necessary.

EXHIBIT I

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made as of this _____ day of _____, 1989 by and among the BOSTON REDEVELOPMENT AUTHORITY (the "Authority"), the CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL (the "Neighborhood Council"), the PARCEL 18+ DEVELOPMENT TASK FORCE (the "Task Force"), KINGSTON BEDFORD JOINT VENTURE, a Massachusetts general partnership ("KBJV") and RUGGLES CENTER JOINT VENTURE, a Massachusetts general partnership ("RCJV").

W I T N E S S E T H:

WHEREAS, Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership ("MCPV"), has been tentatively designated by the Authority to undertake the development of a certain parcel of land designated as Parcel 18 in Roxbury ("Parcel 18") and a certain parcel of land designated as Kingston/Bedford/Essex in downtown Boston (the "KBE Parcel") under the Parcel-to-Parcel Linkage Project 1 (the "Parcel-to-Parcel Linkage Project 1"), a program being pursued by the City and the State;

WHEREAS, MCPV has formed RCJV and KBJV for the purposes of developing Parcel 18 and the KBE Parcel, respectively, in the Parcel-to-Parcel Linkage Project 1;

WHEREAS, RCJV proposes to construct a mixed-use development on Parcel 18 ("Ruggles Center") and KBJV proposes to construct a mixed-use development on the KBE Parcel ("One Lincoln Street") (collectively, the "Projects");

WHEREAS, the Authority, the Neighborhood Council and the Task Force have a mutual and continuing interest in the orderly development of Parcel 18 and the KBE Parcel;

WHEREAS, the Parcel-to-Parcel Linkage Project 1 is designed to produce community benefits to the Roxbury community adjoining Parcel 18 and the Chinatown community adjoining the KBE Parcel;

WHEREAS, representatives of MCPV, the Authority, the Neighborhood Council, the Task Force, various city and state agencies and the Massachusetts Bay Transportation Authority, have been meeting regularly to work towards the implementation of a community benefits plan; and

WHEREAS, the parties desire to define the specific obligations of KBJV and RCJV in implementing such community benefits plan.

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

A. Community Benefits. RCJV and KBJV in keeping with the objectives of the Parcel-to-Parcel Linkage Project 1 and in connection with the development of the Projects shall contribute the following community benefits:

1. Community Development Fund.

KBJV and RCJV will contribute the amounts described in subparagraphs (a) and (b) below (the "Funds") (1) to the Community Development Trust (the "Trust"), a Massachusetts charitable trust to be established by the Authority with the input of the Neighborhood Council and the Task Force for the purpose of administering a Community Development Fund consisting of the Funds (the "Community Development Fund"), or (2) to the Authority as escrow agent pending formation of the Trust, if the Trust has not been established when any of the Funds become payable. In the event any of the Funds are paid to the Authority in accordance with the foregoing, the Authority shall (x) hold the Funds in escrow in a money-market interest-bearing account for the benefit of the Trust and (y) pay the Funds, together with all interest thereon, to the Trust promptly after formation of the Trust. The Funds shall be distributed by the Trust in the following manner: (i) the Funds generated pursuant to subparagraph (a) below with respect to One Lincoln Street shall be distributed one-third (1/3) for the benefit of the Chinatown community, one-third (1/3) for the benefit of the Roxbury community and one-third (1/3) on a competitive basis for the benefit of communities throughout the City; (ii) the Funds generated pursuant to subparagraph (b) below with respect to Ruggles Center shall be distributed one-half (1/2) for the benefit of the Chinatown community and one-half (1/2) for the benefit of the Roxbury community.

(a) With respect to One Lincoln Street, KBJV shall make the following payments:

(i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of One Lincoln Street (the "KBE Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of One Lincoln Street; (y) the date of closing on the Permanent Refinancing (as defined in subparagraph (c) below) of the original loan or loans for acquisition and development of One Lincoln Street; or (z) the date of closing on the sale of One Lincoln Street by KBJV ("KBE Sale"), as such sale is defined in the sale and construction agreement or other agreement

by the Authority, the City of Boston and KBJV (and other appropriate parties, if any) for the acquisition of the public portion of the KBE Site (the "KBE Sale and Construction Agreement").

- (ii) \$2,000,000 to be paid no later than the date on which a building permit for the substantial construction of One Lincoln Street is obtained; provided, however, that the issuance of a demolition permit, excavation permit, foundation permit or building permit for demolition, excavation and subsurface or surface site work shall not be considered a permit for substantial construction, but a permit for the good faith commencement of the structure of the underground garage shall constitute a permit for substantial construction (the "KBE Building Permit Date");
 - (iii) \$8,000,000 to be paid in ten (10) equal annual installments of \$800,000 on each of the first ten (10) anniversaries of the KBE Building Permit Date; provided, however, that in the event of a KBE Sale prior to the tenth (10th) anniversary date of the KBE Building Permit Date, KBJV shall pay, in lieu of all remaining payments required under this subparagraph (ii), the then present value based upon a discount rate of eight and one half percent (8½%) (the "Present Value") of all payments remaining to be made in accordance with the foregoing, such payment to be made on the date of closing on such sale.
- (b) With respect to each phase of Ruggles Center (each such phase being referred to herein as "Phase"), RCJV shall make the following payments:
- (i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of the Phase (the "Phase Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of the Phase; (y) the date of closing on the Permanent Refinancing of the original loan or loans for acquisition and development of the Phase; or (z) the date of closing on the sale of the Phase ("Phase Sale"), as such sale is defined in the sale and construction agreement or other agreement by the Authority and RCJV (and other appropriate parties, if any) for the acquisition of Parcel 18 (the "Parcel 18 Sale and Construction Agreement").

- (ii) Five percent (5%) of the Net Operating Income of the Phase received by RCJV to be paid no later than June 1 of each year with respect to the previous calendar year, where Net Operating Income is equal to gross income from all sources for such year ("Gross Income") minus all operating expenses for such year including, but not limited to, costs, fees and expenses for real estate taxes, utilities, administrative and professional services, maintenance, operations, management, marketing, insurance and reserves ("Operating Expenses"); provided, however, that the amount payable shall never exceed Net Operating Income minus the sum of (x) debt service payable with respect to the Phase for such year ("Debt Service"), (y) a return on the equity invested in the Phase by RCJV, as such equity is reduced or augmented from time to time, at an interest rate of five percent (5%) per annum above the interest rate of RCJV's financing for the Phase ("Return"), and (z) the equity contributed directly or indirectly to the Phase by RCJV, as such equity is reduced or augmented from time to time ("Equity"). For all purposes under this Section A, Paragraph 1, to the extent that RCJV does not realize its Return at any given time, such Return shall accrue and be added to Equity; RCJV shall also receive its Return prior to the reduction of Equity. The foregoing is illustrated by the following:

Net Operating Income = Gross Income - Operating Expenses

Amount to be Paid = 5% x Net Operating Income
but no more than

Net Operating Income - (Debt Service + Return + Equity)

- (iii) Ten percent (10%) of the Net Refinancing Proceeds from the Phase to be paid on the date of closing on any Permanent Refinancing of all outstanding debt borrowed in connection with acquisition and development of the Phase, where Net Refinancing Proceeds is equal to all cash proceeds received by RCJV from such refinancing ("Refinancing Proceeds") minus the sum of (w) all outstanding debt on the Phase ("Debt"), (x) all costs, fees and expenses of the refinancing transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services, prepayment penalties on existing debt,

loan origination, recording and bank applications ("Refinancing Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following:

Net Refinancing Proceeds =
Refinancing Proceeds - (Debt + Refinancing Costs + Return + Equity)

Amount to be Paid = 10% x Net Refinancing Proceeds

- (iv) Ten percent (10%) of the Net Resale Proceeds from the Phase to be paid on the date of the applicable Phase Sale where Net Resale Proceeds is equal to all cash proceeds received by RCJV from such sale ("Resale Proceeds") minus the sum of (v) Debt, (w) debt service payable with respect to the Phase for the calendar year during which such sale occurs ("Current Debt Service"), (x) all costs, fees and expenses of the resale transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services and deed stamps ("Resale Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following formula:

Net Resale Proceeds = Resale Proceeds -
(Debt + Current Debt Service + Resale Costs + Return + Equity)

Amount to be Paid = 10% x Net Resale Proceeds

- (v) All sums payable under subparagraphs (b)(ii) (iii) and (iv) shall be payable until the earlier of (x) twenty-five (25) years after the issuance of the applicable Phase Certificate of Occupancy or (y) the date of closing on the applicable Phase Sale, and thereafter no further sums shall be due or payable hereunder as to such Phase. Notwithstanding the foregoing, if the office building (the "MWRA Building") included in Phase 1 of Ruggles Center ("Phase 1") is purchased by the Massachusetts Water Resources Authority (the "MWRA") in the first three (3) years of the term of the MWRA's lease of the MWRA Building, the lump sum of one million four hundred and twenty thousand dollars (\$1,420,000), minus all sums previously paid with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above, shall be paid by the Developer in lieu of any and all payments which would otherwise be

owing thereafter with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above (but not in lieu of the payment owing pursuant to subparagraph (b)(i) above).

- (c) For purposes of this Paragraph 1, "Permanent Refinancing" shall refer only to a permanent refinancing of the total debt required in connection with the acquisition and full development of One Lincoln Street or a Phase, as the case may be. In illustration of the foregoing, neither a refinancing of a land acquisition loan to raise construction financing, nor a refinancing of an acquisition/construction loan or construction loan to raise additional working capital required in connection with the development of the Project shall be considered a Permanent Refinancing.

RCJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

2. Housing Linkage Payment.

KBJV and RCJV shall each be responsible for a Development Impact Project Contribution ("Linkage Payment") as such term is defined in Section 26A-2(3) of the Boston Zoning Code and in accordance therewith with respect to the development of One Lincoln Street and Ruggles Center, respectively. KBJV and RCJV shall each satisfy its obligations for the Linkage Payment through the election of the Housing Creation Option. It is currently anticipated that the total proceeds from both Projects will be distributed equally to benefit the development of (a) Parcel 22 in Roxbury and (b) Parcels R3 and R3A in the South Cove Urban Renewal Area in Chinatown.

With respect to One Lincoln Street, KBJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front in the manner provided in the Development Impact Project Agreement to be entered into between KBJV and the Authority (the "KBE DIP Agreement") and discounted to net present value, subject to the following: KBJV shall make an advance payment of its Linkage Payment in the amount of \$1,000,000 ("Advance Payment"), which Advance Payment shall be paid within thirty (30) days after the execution of the KBE Sale and Construction Agreement. The Advance Payment shall be delivered to the Neighborhood Housing Trust or, if directed by the Neighborhood Housing Trust, to the Authority, and shall be distributed as provided in the immediately preceding paragraph of this Paragraph 2. For purposes of determining the balance of the Linkage Payment due from KBJV on the KBE Building Permit Date, (1) the Advance Payment shall be deemed to earn interest from the date on which the Advance Payment

is made to the Neighborhood Housing Trust (or such other appropriate party to whom Linkage Payments are to be made in accordance with applicable requirements) through the KBE Building Permit Date at an interest rate equal to the discount rate used in calculating the net present value of the Linkage Payment due from KBJV on the KBE Building Permit Date, and (2) the Advance Payment, together with all interest deemed to have been earned thereon, shall be credited towards the Linkage Payment due from KBJV.

With respect to each Phase of Ruggles Center, RCJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front in the manner provided in the Development Impact Project Agreement to be entered into between RCJV and the Authority (the "Parcel 18 DIP Agreement") and discounted to net present value. If the MWRA leases or purchases the MWRA Building, RCJV's Linkage Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table D of Article 26A of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26A, and RCJV's Linkage Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet. If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26A.

For purposes of this Agreement, "net present value" shall be defined as the value of an amount of money equal to the sum of discounted payments which would have been made by KBJV and RCJV had they elected to satisfy their respective obligations under Article 26A of the Boston Zoning Code through the Housing Payment Option, such discounting to be measured from (x) in the case of One Lincoln Street, the date on which KBJV enters into its Housing Creation Agreement with the Authority and in the case of each Phase of Ruggles Center, the date on which RCJV enters into its Housing Creation Agreement with the Authority through (y) the date on which the final installment of the Housing Payment would have been due had such Payment been made in installments in accordance with Article 26A. Net Present Value shall be determined by applying a composite discount rate to the payments that the Developer would have made under the Housing Payment Option. The discount rate shall be calculated by adding fifty percent of the Developer's verified cost of funds for the construction of its Development Impact Project to fifty percent of the current most recent City of Boston long-term (ten year) municipal bond yield.

RCJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, the Parcel 18 DIP Agreement. KBJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, the KBE DIP Agreement.

3. Jobs Linkage Payment.

KBJV and RCJV shall each be responsible for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code and in accordance therewith with respect to the development of One Lincoln Street and each Phase of Ruggles Center, respectively. The Jobs Payment shall be designated in a manner to ensure that the contributions benefit the Chinatown and Roxbury communities equally. In accordance with Article 26B, the Jobs Payment shall be made in two installments of equal amounts in the manner provided in the KBE DIP Agreement and the Parcel 18 DIP Agreement.

If the MWRA leases or purchases the MWRA Building, RCJV's Jobs Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table E of Article 26B of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26B, and RCJV's Jobs Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet. If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26B. 4

RCJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, the Parcel 18 DIP Agreement. KBJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, the KBE DIP Agreement.

4. Employment Opportunities.

(a) Construction Jobs.

KBJV and RCJV shall each cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to grant preference in hiring to Boston residents during the construction period. KBJV and RCJV have each agreed to seek to achieve a standard of fifty (50%) percent residents, thirty (30%) percent minorities and ten (10%) percent women on the workforce for both One Lincoln Street and Ruggles Center. In addition, KBJV and RCJV will each work with the Liaison Committee to seek to achieve such hiring standard.

KBJV and RCJV shall each execute and deliver to the Mayor's Office of Jobs and Community Services (the "MOJCS"), no later than the KBE Building Permit Date in the case of KBJV and no later than the Phase Building Permit Date for the first Phase of Ruggles Center in the case of RCJV, a plan, to be known as the Boston Residents Construction Employment Plan, which plan shall set forth in detail plans to ensure that its contractors for One Lincoln

Street or all Phases of Ruggles Center, as the case may be, and those engaged by said contractors for construction of the applicable Project or Phase thereof on a craft-by-craft basis meet the following Boston Residents Construction Employment Standards:

1. At least fifty (50%) percent of the total employee workerhours in each trade shall be by bona fide Boston residents;
2. At least thirty (30%) of the total employee workerhours in each trade shall be by minorities;
3. At least ten (10%) of the total employee workerhours in each trade shall be by women.

Workerhours shall include on-the-job training and apprenticeship positions.

RCJV's obligations under this Paragraph 4(a) shall terminate upon RCJV's execution and delivery to the Authority of, and be superseded by, the Boston Residents Construction Employment Plan. KBJV's obligations under this Paragraph 4(a) shall terminate upon KBJV's execution and delivery to the Authority of, and be superseded by, the Boston Residents Construction Employment Plan.

(b) Permanent Jobs

KBJV and RCJV will each undertake the following with respect to One Lincoln Street and Ruggles Center, respectively:

- (i) pursue as a goal the employment in the workforce at their respective Projects, fifty (50%) percent Boston residents, thirty (30%) percent minorities and fifty (50%) percent women;
- (ii) assign responsibility to a member of the management staff to serve on a liaison committee to consist of representatives of unions, contractors, minority business interest groups, appropriate city and state agencies and the Advisory Panel (as defined in Paragraph 13 hereof), which liaison committee will monitor compliance with the provisions of paragraph 4 of this Memorandum of Understanding;
- (iii) notify the appropriate City agency of employment opportunities at One Lincoln Street or Ruggles Center respective Projects seven (7) business days prior to announcing or advertising the availability of such positions in any communications medium or with any employment or referral agencies;

- (iv) notify tenants of One Lincoln Street or Ruggles Center respective Projects, in writing, of the goals of item (i) above and forward to them a copy of the Boston for Boston Employment Services Guide;
- (v) make good faith efforts to encourage tenants of the Projects to hire Boston residents for new job openings;
- (vi) become a signatory to the Boston Compact;
- (vii) participate in the Private Industry Council's Summer Jobs Program;
- (viii) solicit statistical information from each tenant of their respective Projects concerning the number of new employees and the percentage of Boston residents hired during the previous year; and
- (ix) post notice of available job opportunities at an on-site job posting center as provided in Paragraph 12 below.

KBJV and RCJV shall each also execute and deliver to the MOJCS a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. Such Memorandum of Understanding shall set forth an Employment Opportunity Plan which presents a good faith effort to ensure that certain employment opportunities created by the applicable Project will be made available to fifty (50%) percent Boston Residents, thirty (30%) percent minorities and fifty (50%) percent women. KBJV and RCJV shall each use the services of the Boston Job Exchange Employment Referral before embarking on a general recruitment effort to fill entry-level positions within their respective Projects.

RCJV's obligations under this Paragraph 4(b) shall terminate upon RCJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. KBJV's obligations under this Paragraph 4(b) shall terminate upon KBJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities.

5. Child Care Facilities.

KBJV will provide, on-site or off-site, child care facilities in Chinatown for a total of 100 children. RCJV will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. KBJV and RCJV will each work with the City and local communities to design appropriate child care programs. If the MWRA Building is leased or purchased by the MWRA, the 100

child care slots to be provided by RCJV will be in addition to child care services, if any, provided to the MWRA. In addition, if any tenant at One Lincoln Street or Ruggles Center provides its own child care services on-site, such child care services shall not be included in the 100 child care slots to be provided by KBJV and RCJV. KBJV and RCJV will each work with the Authority and the respective communities on a child care plan to be agreed upon and executed by KBJV, RCJV and the Authority, which plan shall set forth in more detail the location of the proposed child care facilities, the proposed child care program and program design, the proposed child care population to be served by the child care facilities and the proposed delivery date of such child care facilities (the "Child Care Plan"). The obligations of KBJV and RCJV hereunder shall be satisfied so long as KBJV or RCJV, as the case may be, makes available, or causes to be made available, the facilities for which it is responsible hereunder, such facilities to include the finish, furnishings and equipment required for the operation of such child care facilities. Neither RCJV nor KBJV shall be responsible for the operation or staffing of such child care facilities.

Notwithstanding the foregoing, if KBJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, KBJV shall place \$1,250,000 in escrow with the Authority. Notwithstanding the foregoing, if RCJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, RCJV shall place \$1,250,000 in escrow with the Authority. For purposes hereof, KBJV or RCJV, as the case may be, shall be deemed to have made provisions for the child care facilities for which it is responsible hereunder, if it has (i) commenced construction of such facilities, (ii) entered into an agreement for the purchase, lease or development of such facilities, or (iii) entered into an agreement for the operation of such facilities at an identified location. In the event any funds are paid to the Authority in accordance with the foregoing, the Authority will (x) hold the funds in escrow in a money-market interest-bearing account for the benefit of KBJV or RCJV, as the case may be, and (y) pay the funds, together with all interest thereon, to KBJV or RCJV, as the case may be, promptly upon KBJV or RCJV, as applicable, making provisions for such child care facilities in accordance with the foregoing.

It is intended that the fulfillment of the obligations of KBJV or RCJV under this Paragraph shall fully satisfy all obligations relating to child care or day care facilities imposed by the applicable provisions of the Boston Zoning Code with respect to One Lincoln Street or Ruggles Center, as the case may be.

RCJV's obligations under this Paragraph 5 shall terminate upon execution by RCJV and the Authority of the Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 5 shall terminate upon execution by KBJV and the Authority of the Cooperation Agreement by KBJV and the Authority.

6. Thirty Percent MBE/WBE Utilization Goal.

KBJV and RCJV will each use good faith efforts to utilize a combined total of thirty (30%) percent minority business enterprises ("MBE") and women business enterprises ("WBE") for all contracts related to the development of One Lincoln Street and Ruggles Center. Such contracts shall relate to the provision of services in connection with the development of Parcel 18 and the KBE Parcel, such as, but not limited to, architectural, engineering, legal and public relations services.

RCJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

7. Technical Assistance and Outreach to MBE/WBE.

KBJV and RCJV will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities, the outreach and liaison work required to attract MBEs and WBEs during the preconstruction phase and all other development phases of each Project. KBJV and RCJV will each spend time within the Roxbury and Chinatown communities encouraging and recruiting MBEs and WBEs to participate in the Projects. In addition, KBJV and RCJV will each provide appropriate assistance to MBEs and WBEs, such as the provision of information and referrals requested by MBEs and WBEs.

KBJV and RCJV will each make good faith efforts to encourage participation of MBEs and WBEs during the preconstruction phase and all other development phases of each Project and will each use good faith efforts to cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to provide maximum opportunity to minority and women subcontractors by employing a diversity of strategies and initiatives such as:

(a) providing written notice to a reasonable number of MBE and WBE subcontractors of all major areas of work on each Project or Phase thereof to be subcontracted;

(b) advertising in minority targeted media, such as newspapers and publications, the availability of subcontracting opportunities;

with copy to:

Boston Redevelopment Authority
Chief General Counsel
One City Hall Plaza
Boston, MA 02201

Parcel 18+ Development
Task Force

Parcel 18+ Development Task Force
2406 Washington Street
Boston, MA 02119

Chinatown/South Cove
Neighborhood Council

Chinatown/South Cove Neighborhood
Council
31 Beach Street
Boston, MA 02111

I. Amendment. This Memorandum of Understanding, or any part hereof, may be amended from time to time hereafter only in writing executed by all of the parties hereto.

J. Conflicts. To the extent that this Memorandum of Understanding contains terms that conflict with the terms contained in the Sale and Construction Agreement, the Cooperation Agreement, or the Development Impact Project Agreement pertaining to a Project or Phase of Parcel 18, or any other agreements entered into by and between the Authority and RCJV (and other appropriate parties, if any) with respect to Parcel 18, Ruggles Center or any Phase thereof and the Authority and KBJV (and other appropriate parties, if any) with respect to the KBE Parcel or One Lincoln Street, the terms of such other agreement shall govern.

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

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment
Authority

By: Stephen Coyle, Director

RUGGLES CENTER JOINT VENTURE

By: _____

KINGSTON BEDFORD JOINT VENTURE

By: _____

PARCEL 18+ DEVELOPMENT TASK FORCE

By: _____

CHINATOWN/SOUTH COVE NEIGHBORHOOD
COUNCIL

By: _____

EXECUTED as of this _____ day of _____, 1989 solely to
agree to be bound by the provisions of Paragraph A.13 of this
Memorandum of Understanding:

RUGGLES-BEDFORD ASSOCIATES, INC.

By: _____

CHINESE INVESTMENT LIMITED
PARTNERSHIP

By: _____

BRA Approval: June 29, 1989
Zoning Commission Approval: Sept. 11, 1989
effective: Sept. 13, 1989

BOSTON REDEVELOPMENT AUTHORITY

June 29, 1989

MASTER PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 34

RUGGLES CENTER

Bounded by Ruggles Street, Tremont Street,
Melnea Cass Boulevard and Land Owned by the
Massachusetts Bay Transportation Authority

Master Plan: Pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), this Plan sets forth a statement of the development concept for the improvement of Southwest Corridor Parcel 18 in Roxbury (the "Project"), including the planning objectives and character of the Project, the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of the area and structures, the range of dimensional requirements contemplated for each of the proposed uses, the proposed densities, the projected number of employees, the proposed traffic circulation, parking and loading facilities, access to public transportation, the proposed dimensions of structures, and the proposed phasing of construction of development for the Project. A development plan will also be submitted on even date herewith setting forth information on the first phase of the Project ("Phase 1") and requesting specific zoning exceptions and conditional use permits required for the development of Phase 1. It is anticipated that one or more additional development plans for subsequent phases will be submitted in the future setting forth further information on the Project and requesting specific zoning exceptions and conditional use permits required for the development of such phases.

Developer: Ruggles Center Joint Venture, a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Developer").

Location and Description of Property: The parcel of land described in Exhibit A attached hereto and containing approximately 5.10 acres (the "Site").

strips with metal tree grates, a fountain, public art, lighting and sturdy decorative seating. Trees and shrubs will be used to soften and make inviting, public pathways and gathering places. The plaza will not only enhance the Project but will also serve transit riders as well as the general public. The proposed range of shops and stores, the restaurants and cafes, the proposed hotel, and the proposed office buildings and other proposed uses are expected to provide job opportunities, services and entertainment for area residents and the larger community as well.

The Developer will also improve that portion of Columbus Avenue Extension located within the Site (the "Way") and the sidewalks abutting all of the buildings to be constructed on the Site as more particularly set forth in the Conveyance and Construction Agreement.

The Project involves an unprecedented addition to the infrastructure and public amenities of Roxbury and the Southwest Corridor. The Master Plan is intended to facilitate the expansion of Boston's city fabric to the Site in order to relieve the development congestion that is occurring in the existing downtown area. Further, the Project is ideally situated for both local and regional public transit access. The Project is expected to reinforce the directional movement on Tremont Street and Columbus Avenue Extension and preserve existing bus patterns along Ruggles Street. Located immediately adjacent to Ruggles Station, the Project will be 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 minutes. Even the roadway access is well-situated to the major highway system, as access to the Massachusetts Turnpike (I-90) and the Central Artery (I-93) is nearby, without long travel distances on local streets. The exceptional public transportation and automobile access to the Site, together with the nearby cultural facilities and major institutions, such as museums, universities and hospitals, position the Site as the anchor of a newly emerging neighborhood center and gateway into the heart of Boston.

Because of the size of the Project and the proposed phased development sequence, it is necessary at this time to establish an approved Master Plan, upon which the Applicant may rely in order to ensure commitment to all elements of the Project and to ensure an orderly basis for proceeding with development of the Site pursuant to the development plan for Phase 1 and one or more additional development plans for a subsequent phase or phases of the Project.

Conceptual plans of the Project are attached hereto and incorporated herein as Exhibit D. The plans are attached for

Notes to Table I:

1. All the figures set forth in Table I are approximate and are subject to change. Each phase of the Project will require the submission of a development plan. Therefore, the figures set forth in Table I may change in a manner consistent with subsequently approved development plans and will be subject to design, environmental and other development review by the Boston Development Authority in accordance with the Development Procedures Review for each respective phase of the Project. Changes, if any, will be reflected in the development plan or plans for any subsequent phase or phases of the Project.

2. If a hotel is not developed on the Site, the number of square feet devoted to office/research and development/institutional/educational use will increase and will range from 830,000 to 915,000 square feet of gross floor area.

Proposed Phasing of Construction: Construction of Phase 1 is expected to begin in October of 1989, with completion of the high-rise component of the first office building in the Project and a portion of the garage building containing 250 parking spaces anticipated by June 1991. It is estimated that the subsequent buildings will be constructed during the period 1991 to 1996. Each building may be financed independently of other buildings and the land on which each building is located may need to be considered as a separate zoning lot capable of being mortgaged or conveyed as such. It is anticipated that one or more additional development plans will be submitted for each phase of the Project following approval of this Master Plan and the development plan for Phase 1.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the Developer will enter into a Development Impact Project Agreement (the "DIP Agreement") with the Boston Redevelopment Authority (the "Authority") and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at the Developer's option, by (i) the grant and payment by the Developer of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as the "Housing Contribution Grant"), (ii) the creation by the Developer of housing units for occupancy exclusively by low and moderate income residents of the City of Boston at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as

components of the Project, analyzed separately, may have a different FAR. The total development (not including below-grade parking), however, will not exceed 1,220,000 square feet of gross floor area.

It is anticipated that the Boston Redevelopment Authority will petition the Boston Zoning Commission to designate the Site as a Planned Development Area ("PDA"), and if so designated, the Site will be located in an M-1-D and M-2-D zoning district. In such districts, relief from the requirements of the Code is sought as an Exception pursuant to Article 6A of the Code. It is anticipated that the Project will require Exceptions under the Code including, without limitation, Exceptions under the following Articles of the Code: Article 8 (Regulation of Uses), Article 13 (Dimensional Requirements), Article 15 (Building Bulk), Article 19 (Side Yards), Article 20 (Rear Yards), Article 21 (Setbacks), Article 24 (Off-Street Loading), Article 27E (Roxbury IPOD), and Article 34 (Interim Office Use Controls).

Projected Number of Employees: It is anticipated that the Project will generate approximately 2,000 construction jobs and provide approximately 3,000 permanent jobs.

Proposed Traffic Circulation: The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reconfigured to accommodate the plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Once constructed, the plaza will extend northerly from Tremont Street to the entrance of Ruggles Station. Within the plaza, a central landscaped oval will be constructed in order to separate northbound and southbound traffic in the plaza and a second smaller island adjacent to Tremont Street will also be constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. Service and parking access for the Project will be off Columbus Avenue Extension and the northwest edge of the plaza. In addition, appropriate drop-offs for the proposed hotel will be provided as necessary. The public plaza and related roadways and sidewalks, including the "kiss and ride turn-around" and the parking islands, will be constructed by the Developer for the benefit of the general public, subject to the receipt by the Developer of a grant from the City for the costs of constructing the plaza and the improvements thereto and subject to the provisions of the Conveyance and Construction Agreement.

Parking and Loading Facilities: An above-grade parking garage will be constructed on the Site. The Project may also include a parking garage to be located below-grade. Off-street

facilities, the contribution of housing linkage payments to create housing in Roxbury, and the continued assistance to and commitment to involve the Roxbury community in planning the community benefits programs. The public benefits are described in detail in a Memorandum of Understanding currently being negotiated by and among the Boston Redevelopment Authority, the Parcel 18+ Development Task Force, the Chinatown/South Cove Neighborhood Council, Ruggles Center Joint Venture and Kingston Bedford Joint Venture, a copy of which is attached hereto and incorporated herein as Exhibit E (the "Community Benefits Memorandum"). The Community Benefits Memorandum is subject to further negotiations by and among the parties thereto and does not create or constitute any binding obligations upon the Developer until fully executed by all the parties thereto. A copy of the Community Benefits Memorandum will be submitted to the Authority upon its full execution.

SITE

The tract of land in Boston, Suffolk County, Massachusetts, known as Ruggles Center, situated on the easterly side of Ruggles Street, northerly side of Tremont Street, westerly side of Melnea Cass Boulevard and the southerly side of the Massachusetts Bay Transportation Authority (MBTA) Ruggles Station, as shown on a plan entitled "Site Area Diagram" for the Ruggles Center redevelopment project by DMC Engineering, Inc., Framingham, Massachusetts and described as follows:

Begin at the point of curvature located on the edge of traveled way situated S46-20-24W and 16.13' from a stone bound at the northwesterly corner of the Right of Way intersection of said Melnea Cass Boulevard and said Tremont Street.

Thence Southerly along the edge of traveled way by a curve forming the junction of said Melnea Cass Boulevard and said Tremont Street, 31.75' to the point of a compound curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street, 159.49' to a point of tangency.

Thence S58-20-30W continuing along the edge of the traveled way by said Tremont Street 301.74' to a point of curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street 52.44' to a point of tangency.

Thence S55-54-24W continuing along the edge of traveled way by said Tremont Street 169.86' to a point of curvature.

Thence Northwesterly on a curve along the edge of traveled way forming the junction of said Tremont Street and said Ruggles Street 40.42' to a point of tangency.

Thence N31-26-43W along the edge of traveled way of the said Ruggles Street 187.25' to an angle point.

Thence N49-05-07E along the MBTA Southwest Corridor Parkland Easement 25.26' to a point of curvature at the Playground Easement.

Thence Northeasterly on a curve along the said Playground Easement 152.69' to a point of tangency.

Thence S77-48-07E along the said Playground Easement 16.00' to an angle point.

Thence N49-21-14E along the said Parkland Easement 45.15' to a point of curvature.

Thence S36-17-12E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 215.82' to the point of the beginning.

The above described tract of land as shown on said plan by DMC Engineering, Inc. has a total area of 222,295.9 SF or 5.10 acres.

PROPOSED USES
FOR RUGGLES CENTER

1. Permitted Uses

<u>No.</u>	<u>Use Item</u>
17	Day care center.
27	Open space in public or private ownership for active or passive recreational use or to the conservation of natural resources.
31	Automatic telephone exchange.
32	Telephone exchange (other than automatic).
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 serving 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 so 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

- 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.
- 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.
- 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.
- 85 As an accessory use (other than an accessory office) 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:
- 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).

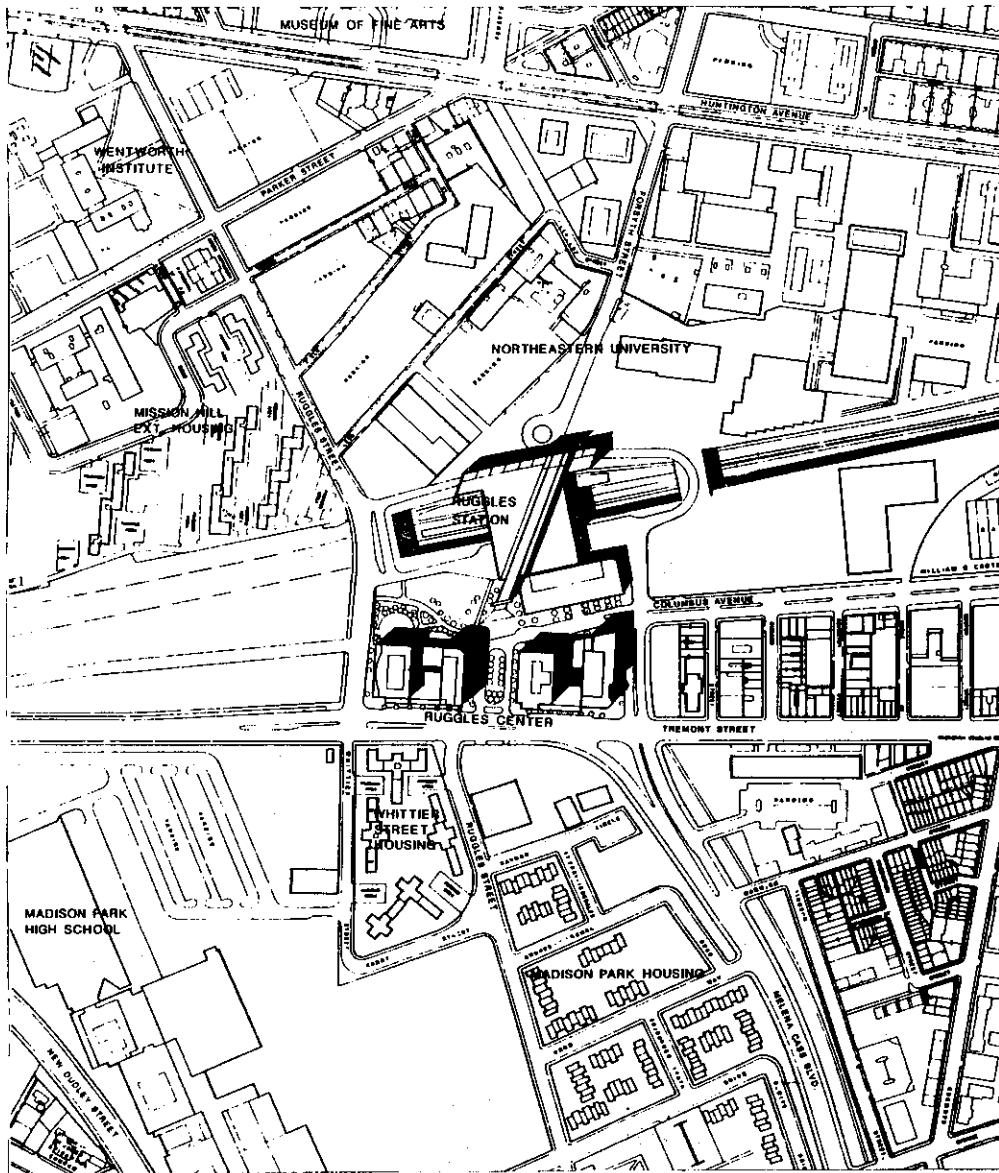
- 40 Real estate insurance or other agency office (conditional through April 28, 1990).
- 41 Office building, post office, bank or similar establishment (conditional through April 28, 1990).
- 59 Parking garage.
- 61 Rental agency.
- 66 Helicopter landing facility.
- 71 Any use on a lot adjacent to, 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.
- 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.
- 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.
- 84 As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in a I district.

EXHIBIT C
PLAZA PLAN

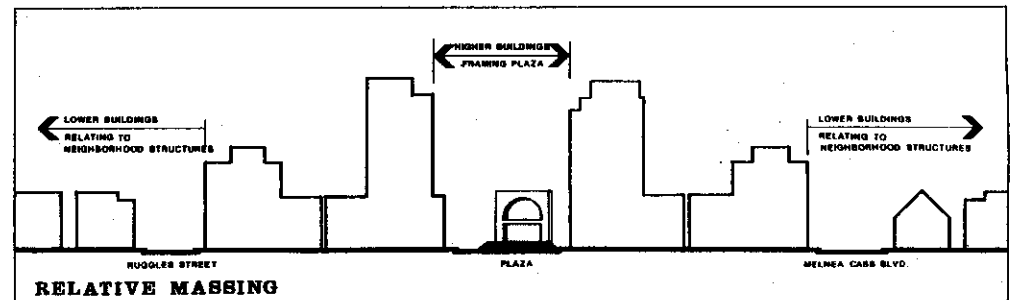
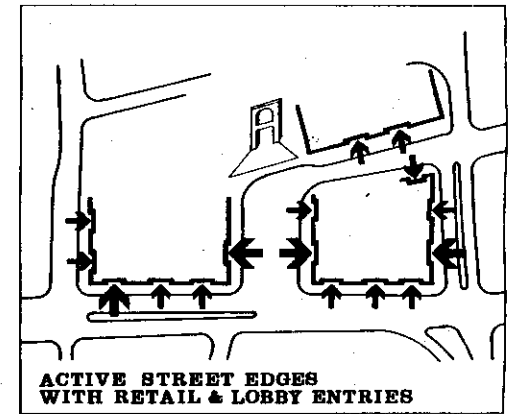
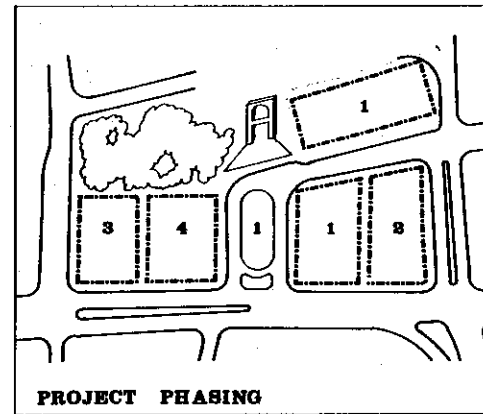
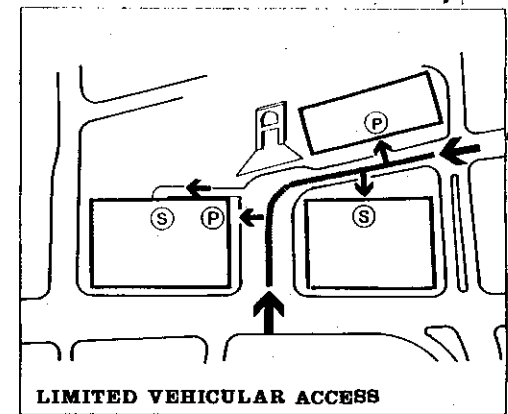
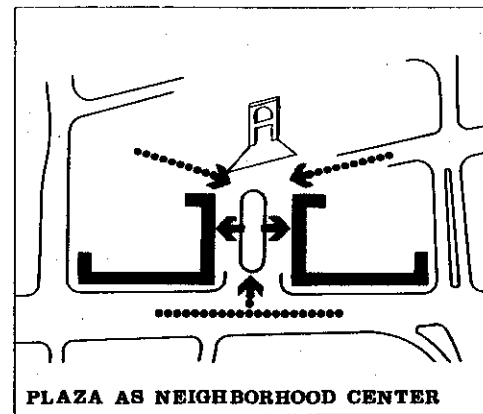
EXHIBIT D

CONCEPTUAL PLANS

1. PERSPECTIVE
2. URBAN DESIGN PRINCIPLES
3. SITE PLAN
4. GROUND FLOOR PLAN
5. PLAZA PLAN
6. BUILDING SITE SECTION
7. GARAGE PLAN



NEIGHBORHOOD PLAN

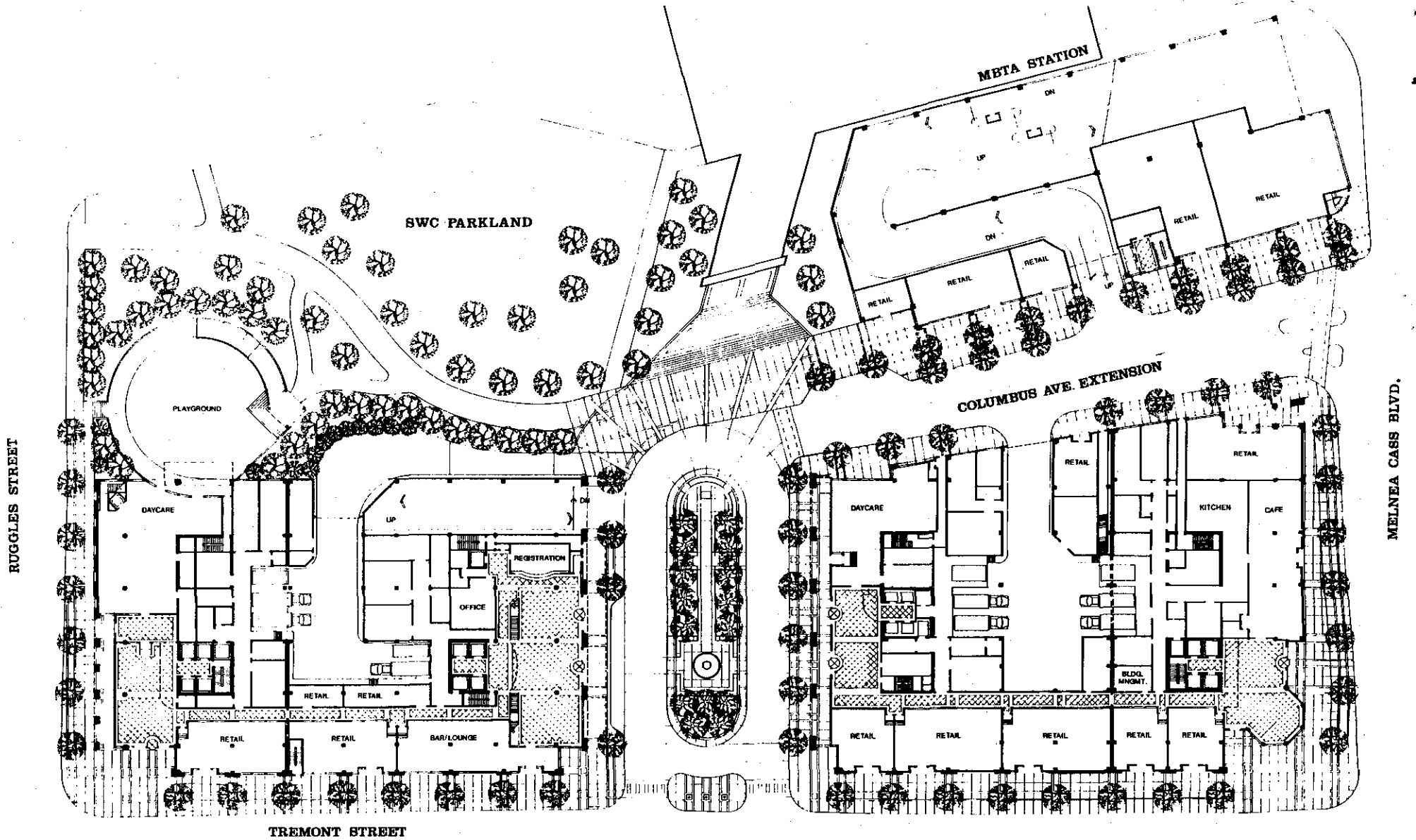


DEVELOPMENT CONCEPTS

URBAN DESIGN PRINCIPLES

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



OFFICE BUILDING

HOTEL

PLAZA

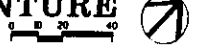
OFFICE BUILDING

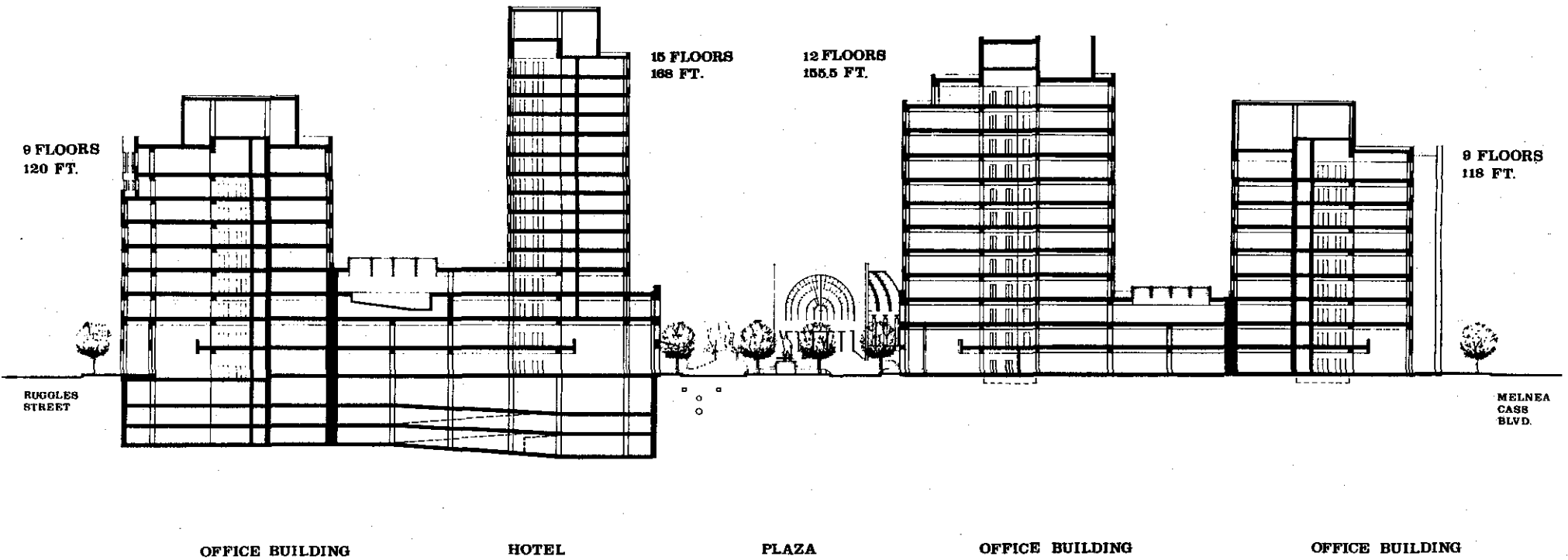
OFFICE BUILDING

GROUND FLOOR PLAN

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989





**BUILDING / SITE
SECTION**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

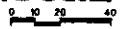


EXHIBIT E

MEMORANDUM OF UNDERSTANDING

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

A. Community Benefits. RCJV and KBJV in keeping with the objectives of the Parcel-to-Parcel Linkage Project 1 and in connection with the development of the Projects shall contribute the following community benefits:

1. Community Development Fund.

KBJV and RCJV will contribute the amounts described in subparagraphs (a) and (b) below (the "Funds") (1) to the Community Development Trust (the "Trust"), a Massachusetts charitable trust to be established by the Authority with the input of the Neighborhood Council and the Task Force for the purpose of administering a Community Development Fund consisting of the Funds (the "Community Development Fund"), or (2) to the Authority as escrow agent pending formation of the Trust, if the Trust has not been established when any of the Funds become payable. In the event any of the Funds are paid to the Authority in accordance with the foregoing, the Authority shall (x) hold the Funds in escrow in a money-market interest-bearing account for the benefit of the Trust and (y) pay the Funds, together with all interest thereon, to the Trust promptly after formation of the Trust. The Funds shall be distributed by the Trust in the following manner: (i) the Funds generated pursuant to subparagraph (a) below with respect to One Lincoln Street shall be distributed one-third (1/3) for the benefit of the Chinatown community, one-third (1/3) for the benefit of the Roxbury community and one-third (1/3) on a competitive basis for the benefit of communities throughout the City; (ii) the Funds generated pursuant to subparagraph (b) below with respect to Ruggles Center shall be distributed one-half (1/2) for the benefit of the Chinatown community and one-half (1/2) for the benefit of the Roxbury community.

(a) With respect to One Lincoln Street, KBJV shall make the following payments:

(i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of One Lincoln Street (the "KBE Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of One Lincoln Street; (y) the date of closing on the Permanent Refinancing (as defined in subparagraph (c) below) of the original loan or loans for acquisition and development of One Lincoln Street; or (z) the date of closing on the sale of One Lincoln Street by KBJV ("KBE Sale"), as such sale is defined in the sale and construction agreement or other agreement

- (ii) Five percent (5%) of the Net Operating Income of the Phase received by RCJV to be paid no later than June 1 of each year with respect to the previous calendar year, where Net Operating Income is equal to gross income from all sources for such year ("Gross Income") minus all operating expenses for such year including, but not limited to, costs, fees and expenses for real estate taxes, utilities, administrative and professional services, maintenance, operations, management, marketing, insurance and reserves ("Operating Expenses"); provided, however, that the amount payable shall never exceed Net Operating Income minus the sum of (x) debt service payable with respect to the Phase for such year ("Debt Service"), (y) a return on the equity invested in the Phase by RCJV, as such equity is reduced or augmented from time to time, at an interest rate of five percent (5%) per annum above the interest rate of RCJV's financing for the Phase ("Return"), and (z) the equity contributed directly or indirectly to the Phase by RCJV, as such equity is reduced or augmented from time to time ("Equity"). For all purposes under this Section A, Paragraph 1, to the extent that RCJV does not realize its Return at any given time, such Return shall accrue and be added to Equity; RCJV shall also receive its Return prior to the reduction of Equity. The foregoing is illustrated by the following:

Net Operating Income = Gross Income - Operating Expenses

Amount to be Paid = 5% x Net Operating Income
but no more than

Net Operating Income - (Debt Service + Return + Equity)

- (iii) Ten percent (10%) of the Net Refinancing Proceeds from the Phase to be paid on the date of closing on any Permanent Refinancing of all outstanding debt borrowed in connection with acquisition and development of the Phase, where Net Refinancing Proceeds is equal to all cash proceeds received by RCJV from such refinancing ("Refinancing Proceeds") minus the sum of (w) all outstanding debt on the Phase ("Debt"), (x) all costs, fees and expenses of the refinancing transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services, prepayment penalties on existing debt,

owing thereafter with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above (but not in lieu of the payment owing pursuant to subparagraph (b)(i) above).

- (c) For purposes of this Paragraph 1, "Permanent Refinancing" shall refer only to a permanent refinancing of the total debt required in connection with the acquisition and full development of One Lincoln Street or a Phase, as the case may be. In illustration of the foregoing, neither a refinancing of a land acquisition loan to raise construction financing, nor a refinancing of an acquisition/construction loan or construction loan to raise additional working capital required in connection with the development of the Project shall be considered a Permanent Refinancing.

RCJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

2. Housing Linkage Payment.

KBJV and RCJV shall each be responsible for a Development Impact Project Contribution ("Linkage Payment") as such term is defined in Section 26A-2(3) of the Boston Zoning Code and in accordance therewith with respect to the development of One Lincoln Street and Ruggles Center, respectively. KBJV and RCJV shall each satisfy its obligations for the Linkage Payment through the election of the Housing Creation Option. It is currently anticipated that the total proceeds from both Projects will be distributed equally to benefit the development of (a) Parcel 22 in Roxbury and (b) Parcels R3 and R3A in the South Cove Urban Renewal Area in Chinatown.

With respect to One Lincoln Street, KBJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front in the manner provided in the Development Impact Project Agreement to be entered into between KBJV and the Authority (the "KBE DIP Agreement") and discounted to net present value, subject to the following: KBJV shall make an advance payment of its Linkage Payment in the amount of \$1,000,000 ("Advance Payment"), which Advance Payment shall be paid within thirty (30) days after the execution of the KBE Sale and Construction Agreement. The Advance Payment shall be delivered to the Neighborhood Housing Trust or, if directed by the Neighborhood Housing Trust, to the Authority, and shall be distributed as provided in the immediately preceding paragraph of this Paragraph 2. For purposes of determining the balance of the Linkage Payment due from KBJV on the KBE Building Permit Date, (1) the Advance Payment shall be deemed to earn interest from the date on which the Advance Payment

3. Jobs Linkage Payment.

KBJV and RCJV shall each be responsible for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code and in accordance therewith with respect to the development of One Lincoln Street and each Phase of Ruggles Center, respectively. The Jobs Payment shall be designated in a manner to ensure that the contributions benefit the Chinatown and Roxbury communities equally. In accordance with Article 26B, the Jobs Payment shall be made in two installments of equal amounts in the manner provided in the KBE DIP Agreement and the Parcel 18 DIP Agreement.

If the MWRA leases or purchases the MWRA Building, RCJV's Jobs Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table E of Article 26B of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26B, and RCJV's Jobs Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet. If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26B.

RCJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, the Parcel 18 DIP Agreement. KBJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, the KBE DIP Agreement.

4. Employment Opportunities.

(a) Construction Jobs.

KBJV and RCJV shall each cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to grant preference in hiring to Boston residents during the construction period. KBJV and RCJV have each agreed to seek to achieve a standard of fifty (50%) percent residents, thirty (30%) percent minorities and ten (10%) percent women on the workforce for both One Lincoln Street and Ruggles Center. In addition, KBJV and RCJV will each work with the Liaison Committee to seek to achieve such hiring standard.

KBJV and RCJV shall each execute and deliver to the Mayor's Office of Jobs and Community Services (the "MOJCS"), no later than the KBE Building Permit Date in the case of KBJV and no later than the Phase Building Permit Date for the first Phase of Ruggles Center in the case of RCJV, a plan, to be known as the Boston Residents Construction Employment Plan, which plan shall set forth in detail plans to ensure that its contractors for One Lincoln

- (iv) notify tenants of One Lincoln Street or Ruggles Center respective Projects, in writing, of the goals of item (i) above and forward to them a copy of the Boston for Boston Employment Services Guide;
- (v) make good faith efforts to encourage tenants of the Projects to hire Boston residents for new job openings;
- (vi) become a signatory to the Boston Compact;
- (vii) participate in the Private Industry Council's Summer Jobs Program;
- (viii) solicit statistical information from each tenant of their respective Projects concerning the number of new employees and the percentage of Boston residents hired during the previous year; and
- (ix) post notice of available job opportunities at an on-site job posting center as provided in Paragraph 12 below.

KBJV and RCJV shall each also execute and deliver to the MOJCS a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. Such Memorandum of Understanding shall set forth an Employment Opportunity Plan which presents a good faith effort to ensure that certain employment opportunities created by the applicable Project will be made available to fifty (50%) percent Boston Residents, thirty (30%) percent minorities and fifty (50%) percent women. KBJV and RCJV shall each use the services of the Boston Job Exchange Employment Referral before embarking on a general recruitment effort to fill entry-level positions within their respective Projects.

RCJV's obligations under this Paragraph 4(b) shall terminate upon RCJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. KBJV's obligations under this Paragraph 4(b) shall terminate upon KBJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities.

5. Child Care Facilities.

KBJV will provide, on-site or off-site, child care facilities in Chinatown for a total of 100 children. RCJV will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. KBJV and RCJV will each work with the City and local communities to design appropriate child care programs. If the MWRA Building is leased or purchased by the MWRA, the 100

RCJV's obligations under this Paragraph 5 shall terminate upon execution by RCJV and the Authority of the Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 5 shall terminate upon execution by KBJV and the Authority of the Cooperation Agreement by KBJV and the Authority.

6. Thirty Percent MBE/WBE Utilization Goal.

KBJV and RCJV will each use good faith efforts to utilize a combined total of thirty (30%) percent minority business enterprises ("MBE") and women business enterprises ("WBE") for all contracts related to the development of One Lincoln Street and Ruggles Center. Such contracts shall relate to the provision of services in connection with the development of Parcel 18 and the KBE Parcel, such as, but not limited to, architectural, engineering, legal and public relations services.

RCJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

7. Technical Assistance and Outreach to MBE/WBE.

KBJV and RCJV will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities, the outreach and liaison work required to attract MBEs and WBEs during the preconstruction phase and all other development phases of each Project. KBJV and RCJV will each spend time within the Roxbury and Chinatown communities encouraging and recruiting MBEs and WBEs to participate in the Projects. In addition, KBJV and RCJV will each provide appropriate assistance to MBEs and WBEs, such as the provision of information and referrals requested by MBEs and WBEs.

KBJV and RCJV will each make good faith efforts to encourage participation of MBEs and WBEs during the preconstruction phase and all other development phases of each Project and will each use good faith efforts to cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to provide maximum opportunity to minority and women subcontractors by employing a diversity of strategies and initiatives such as:

(a) providing written notice to a reasonable number of MBE and WBE subcontractors of all major areas of work on each Project or Phase thereof to be subcontracted;

(b) advertising in minority targeted media, such as newspapers and publications, the availability of subcontracting opportunities;

Conditions have been satisfied. In the event any of the \$400,000 challenge grant is paid to the Authority in accordance with the foregoing, the Authority shall (x) hold such money in escrow in a money-market interest-bearing account for the benefit of the Grant Recipients and (y) pay such money to the Grant Recipients in accordance with the Designation promptly after satisfaction of the Release Conditions, such payments to be made from time to time as matching funds are received and verified in accordance with the Release Conditions. Upon receipt by the Authority or the Grant Recipients in accordance with the Designation of \$800,000 in matching funds and verification thereof in accordance with the Release Conditions, interest earned on payments held in escrow by the Authority, if any, shall also be paid by the Authority to the Grant Recipients in accordance with the Designation. Any sums still being held in escrow by the Authority, including all interest earned on sums held in escrow by the Authority at any time pursuant to this Paragraph, shall be paid to the Grant Recipients two (2) years after the issuance of the KBE Certificate of Occupancy if the Designation has already occurred, or on the date of Designation if the Designation has not yet occurred.

KBJV's obligation hereunder shall terminate upon full payment of the \$400,000 challenge grant to the Authority or the Grant Recipients.

10. Thirty Percent MBE Retail.

RCJV and KBJV have each set as a minimum goal the leasing of at least thirty (30%) percent of the total leasable square footage of all retail space in Ruggles Center and One Lincoln Street, respectively, to MBEs and will use best efforts to market such retail space to MBEs. In order to reach this goal, RCJV and KBJV each intend to work with local retail merchants and established merchant associations within geographic proximity to their respective Projects to ensure that the local merchants are aware of retail space opportunities in, and have the first opportunity to locate to, Ruggles Center and One Lincoln Street, respectively. RCJV and KBJV will each attempt through advertising and community meetings to encourage many existing and/or developing retail businesses to apply for occupancy at Ruggles Center and One Lincoln Street. In addition, RCJV and KBJV may provide financial assistance to MBE retail merchants for space planning and build-out of the retail space in Ruggles Center and One Lincoln Street, as the case may be, the amount of such financial assistance to any such merchant to be amortized over the term of the lease with the merchant and repaid as additional rent. "Best efforts" shall mean reliance on traditional methods of leasing and, whenever those traditional methods prove insufficient to afford a meaningful opportunity to minority business enterprises to lease space at Ruggles Center and One Lincoln Street, RCJV and KBJV shall take other affirmative measures to sufficiently afford such an opportunity at their respective Projects. Best efforts shall not

13. Equity Participation by Community Groups.

By its execution of this Memorandum of Understanding, Ruggles-Bedford Associates, Inc. ("RBA") one of the two general partners of Columbia Plaza Associates ("CPA"), a general partner of both KBJV and RCJV, agrees that, no later than the earlier of (i) one hundred twenty (120) days after the full execution of this Memorandum of Understanding or (ii) final designation of RCJV as developer of Parcel 18, at least ten percent (10%) of the interest of RBA in CPA, shall be held by non-profit community-based organizations. Chinese Investment Limited Partnership ("CILP"), the other general partner of CPA, has already satisfied the requirement that at least ten percent (10%) of the interest of CILP in CPA be held by non-profit community-based organizations by donating ten percent (10%) of the interest of CILP to the Chinese Consolidated Benevolent Association of New England.

RBA's obligations under this Paragraph 13 shall terminate upon the execution of, and be superseded by an agreement between RBA and the Authority setting forth the obligations of RBA under this Paragraph 13.

14. Advisory Panel.

RCJV and KBJV will both participate in an advisory panel (the "Advisory Panel") to consist of representatives of all of the parties hereto, appropriate city and state agencies and the Massachusetts Bay Transportation Authority for the purpose of implementing the community benefits to be provided by RCJV and KBJV pursuant to this Memorandum of Understanding, and ensuring compliance with the provisions hereof.

RCJV's obligations under this Paragraph 14 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 14 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

B. Successors and Assigns. This Memorandum of Understanding shall be binding upon and enforceable against the successors and assigns of the parties hereto, it being understood and agreed that RCJV shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of Parcel 18, Ruggles Center and any phase thereof, and KBJV shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of the KBE Parcel and One Lincoln Street, subject in each case to such limitations as may be contained in other agreements between RCJV and the Authority or between KBJV and the Authority, as the case may be.

G. Termination. Except as otherwise provided herein, obligations of KBJV hereunder shall terminate on the Covenant Expiration Date as defined in the KBE Sale and Construction Agreement, unless sooner terminated by the provisions hereof. Except as otherwise provided herein, obligations of RCJV hereunder shall terminate on the Covenant Expiration Date for the applicable phase as defined in the Parcel 18 Sale and Construction Agreement, unless sooner terminated by the provisions hereof.

H. Notices. All notices or other communications required or permitted to be given under this Memorandum of Understanding shall be in writing, signed by a duly authorized officer or representative of the Authority, KBJV, RCJV, the Task Force or the Neighborhood Council, as the case may be, and shall either be hand-delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other parties:

KBJV: Kingston Bedford Joint Venture
c/o Metropolitan/Columbia Plaza
Venture
200 State Street
Boston, MA 02109
Attn: Mr. Robert L. Green

with copy to:

Hale and Dorr
60 State Street
Boston, MA 02109
Attn: John D. Hamilton, Jr., P.C.

RCJV: Ruggles Center Joint Venture
c/o Metropolitan/Columbia Plaza
Venture
200 State Street
Boston, MA 02109
Attn: Mr. Robert L. Green

with copy to:

Hale and Dorr
60 State Street
Boston, MA 02109
Attn: John D. Hamilton, Jr., P.C.

Boston Redevelopment
Authority:

Director's Office
One City Hall Plaza
Boston, MA 02201

KINGSTON BEDFORD JOINT VENTURE

By: _____

PARCEL 18+ DEVELOPMENT TASK FORCE

By: _____

CHINATOWN/SOUTH COVE NEIGHBORHOOD
COUNCIL

By: _____

EXECUTED as of this _____ day of _____, 1989 solely to
agree to be bound by the provisions of Paragraph A.13 of this
Memorandum of Understanding:

RUGGLES-BEDFORD ASSOCIATES, INC.

By: _____

CHINESE INVESTMENT LIMITED
PARTNERSHIP

By: _____

Map Amendment Application No. 290
Planned Development Area No. 34
Boston Redevelopment Authority
in behalf of Ruggles Center Joint
Venture, its successors and
assigns
Land bounded by Ruggles Street,
Tremont Street, Melnea Cass
Boulevard and land owned by the
Massachusetts Bay Transportation
Authority: M-1 and M-2 to M-1-D
and M-2-D, respectively

MAP AMENDMENT NO. 231

EFFECTIVE
September 13, 1989

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF BOSTON

IN ZONING COMMISSION

The Zoning Commission of the City of Boston, acting under Chapter 665 of the Acts of 1956 as amended, after due report, notice, and hearing, and after due consideration of the findings of the Boston Redevelopment Authority adopted on June 29, 1989, does hereby approve the Master Plan for Planned Development Area No. 34 and amend "Map 6 Roxbury", of the series of maps entitled "Zoning Districts City of Boston" as established under Chapter 665 of the Acts of 1956, as amended, as follows:

By adding to the existing M-1 and M-2 zoning designations of land described below the suffix "D", indicating a Planned Development Area overlay district. Said land is bounded and described as follows:

The tract of land in Boston, Suffolk County, Massachusetts, known as Ruggles Center, situated on the easterly side of Ruggles Street, northerly side of Tremont Street, westerly side of Melnea Cass Boulevard and the southerly side of the Massachusetts Bay Transportation Authority (MBTA) Ruggles Station, as shown on a plan entitled "Site Area Diagram" for the Ruggles Center redevelopment project by DMC Engineering, Inc., Framingham, Massachusetts dated June 1, 1989 and described as follows:

Begin at the point of curvature located on the edge of traveled way situated S46-20-24W and 16.13' from a stone bound at the northwesterly corner of the Right of Way intersection of said Melnea Cass Boulevard and said Tremont Street.

Thence Southerly along the edge of traveled way by a curve forming the junction of said Melnea Cass Boulevard and said Tremont Street, 31.75' to the point of a compound curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street, 159.49' to a point of tangency.

Thence S58-20-30W continuing along the edge of the traveled way by said Tremont Street 301.74' to a point of curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street 52.44' to a point of tangency.

Thence S55-54-24W continuing along the edge of traveled way by said Tremont Street 169.86' to a point of curvature.

Thence Northwesterly on a curve along the edge of traveled way forming the junction of said Tremont Street and said Ruggles Street 40.42' to a point of tangency.

Thence N31-26-43W along the edge of traveled way of the said Ruggles Street 187.25' to an angle point.

Thence N49-05-07E along the MBTA Southwest Corridor Parkland Easement 25.26' to a point of curvature at the Playground Easement.

Thence Northeasterly on a curve along the said Playground Easement 152.69' to a point of tangency.

Thence S77-48-07E along the said Playground Easement 16.00' to an angle point.

Thence N49-21-14E along the said Parkland Easement 45.15' to a point of curvature.

Thence Northeasterly on a curve along said Parkland Easement 119.16' to a point of tangency.

Thence N41-45-59E along the said Parkland Easement 3.76' to an angle point.

Thence N32-48-07W along a line, crossing the said Parkland Easement 22.82' to an angle point on the said Parkland Easement.

Thence N41-45-58E along the said Parkland Easement 131.06' to an angle point.

Thence N78-15-00W along the property line of Parcel 18-2, 25.47' to an angle point.

Thence N18-14-01W along the said property line of Parcel 18-2, 99.63' to an angle point.

Thence N41-45-58E along the said property line of Parcel 18-2, 159.55' to an angle point.

Thence N48-14-26W along the property line of Parcel 18-2 and along the extension of said Property Line 9.43' to an angle point on the edge of traveled way of the MBTA Bus Lane.

Thence N41-45-58E along the edge of traveled way of said MBTA Bus Lane 84.81' to a point of curvature.

Thence Northeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 43.47' to a point of tangency.

Thence S88-25-22E along the edge of traveled way of said MBTA Bus Lane 15.44' to a point of curvature.

Thence Southeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 26.00' to a point of tangency.

Thence S36-17-18E along the edge of the traveled way of said Melnea Cass Boulevard 94.54' to a point of curvature.

Thence Southeasterly on a curve along the edge of the traveled way of the said Melnea Cass Boulevard 12.06' to a point of tangency.

Thence S50-10-56W along the said Parkland Easement 18.48' to an angle point.

Thence S36-14-34E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 80.64' to an angle point.

Thence S36-17-12E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 215.82' to the point of the beginning.

The above described tract of land as shown on said plan by DMC Engineering, Inc. has a total area of 222,295.9 square feet or 5.10 acres.

Master Plan for Planned Development
Area No. 34
Map Amendment Application No. 290

Map Amendment No. 231

Richard B. Fowler

Chairman

Robert H. Mann

Vice Chairman

John P. McArthur

Joseph W. Joyce

Ana Maria Fares

Robert Forderer

Maitta Bernard Welsh

Edward D. Agoston

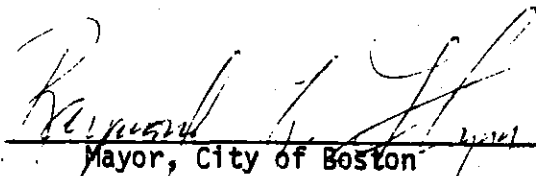
In Zoning Commission

Adopted September 11, 1989

Attest: Marguerite Helmerand
Secretary

Master Plan for Planned Development
Area No. 34
Map Amendment Application No. 290

Map Amendment No. 231



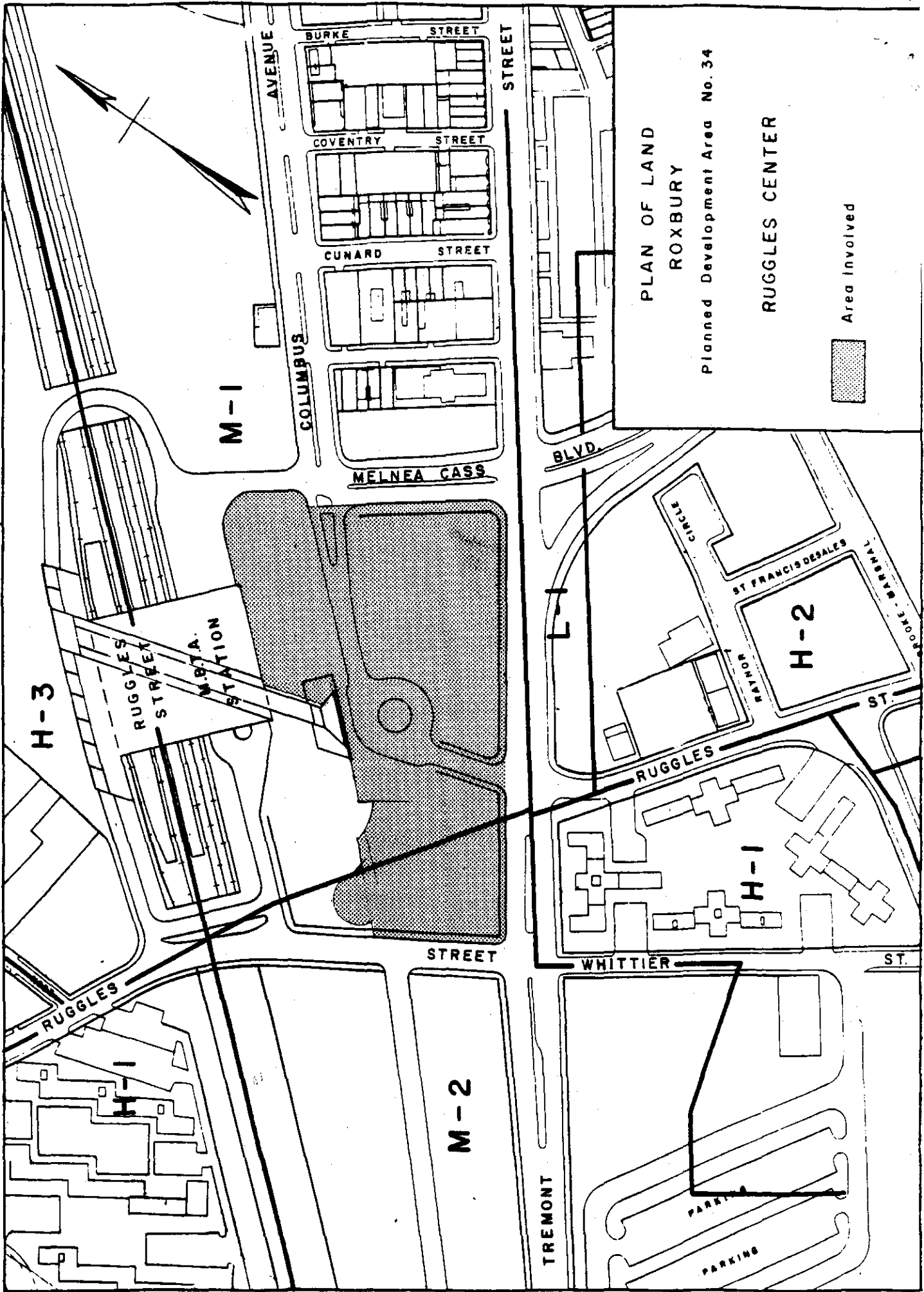
Mayor, City of Boston

Date: September 13, 1989

The foregoing amendment was presented to the Mayor of September 13, 1989, and was signed by him on September 13, 1989, whereupon it became effective on September 13, 1989, in accordance with the provisions of Section 3 of Chapter 665 of the Acts of 1956.

Attest: 

Secretary



PLAN OF LAND
ROXBURY
Planned Development Area No. 34
RUGGLES CENTER
Area Involved

H-3

M-1

MELNEA CASS

RUGGLES
STREET
M.B.T.A.
STATION

H-2

ST. FRANCIS DESALES
RAYMOND
ST.

H-1

RUGGLES

STREET

WHITTIER

ST.

RUGGLES

H-1

M-2

TREMONT

PARKING
PARKING