

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

BOSTON REDEVELOPMENT AUTHORITY

June 29, 1989

DEVELOPMENT PLAN/DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 35

Bounded by Kingston Street, Bedford Street, Essex Street,
the John F. Fitzgerald Expressway and Lincoln Street

Development Plan: In accordance with Section 3-1A of the Boston Zoning Code (the "Code"), this development plan sets forth information on the development of a mixed-use facility ("One Lincoln Street") on the Kingston-Bedford-Essex site in downtown Boston, including the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of One Lincoln Street, the proposed dimensions of structures, the proposed densities, the projected number of employees, the proposed traffic circulation, parking and loading facilities, access to public transportation and other major elements of One Lincoln Street (the "Development Plan"). This Development Plan represents the first stage in the planning process for the development of One Lincoln Street. In the next stage of the development process, final plans and specifications for One Lincoln Street (the "Final Plans and Specifications") will be submitted to the Boston Redevelopment Authority (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 7 pages of text and tables plus attachments designated Exhibits A through F. All references to this Development Plan contained herein shall pertain only to such 7 pages and attachments. Exhibits C through E are subject to further design, environmental and other development review by the Authority in accordance with Article 31 of the Code and the Authority's Development Review Procedures dated 1985, revised 1986 (the "Development Review Procedures").

Developer: The developer of One Lincoln Street is Kingston Bedford Joint Venture, a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general

*with amendment of first sentence of section entitled "Parking and Loading Facilities" on page 6.

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 project architect is Jung/Brannen Associates, Inc., with an address of 177 Milk Street, Boston, Massachusetts 02109.

Project Area: One Lincoln Street will be located within the parcel of land in Boston, bounded by Kingston Street, Bedford Street, Essex Street, the John F. Fitzgerald Expressway and Lincoln Street (other than the portion of said land occupied by 88 Kingston Street, 105 Bedford Street and the portion of Columbia Street adjacent to 105 Bedford Street) as more particularly described in Exhibit A attached to this Development Plan and incorporated herein (the "Project Area").

Proposed Location and Appearance of Structures: One Lincoln Street consists of the demolition of the existing parking garage and office building, and the construction of a mixed use development consisting of an office building with both a tower and a low-rise element, a new underground parking garage, and lower floor retail. The uses of One Lincoln Street will be limited to those set forth in the use chart attached hereto as Exhibit B and incorporated herein (the "Use Chart"). The location and appearance of the office tower, the low-rise element, the underground parking garage and other improvements of One Lincoln Street shall generally conform with the schematic drawings and other materials contained in the One Lincoln Street (Kingston/Bedford Development Plan) Revised Developer's Alternative Schematic Design Submission dated June 1, 1989, which drawings are attached hereto as Exhibit C and incorporated herein (the "Revised Design Submission"). These plans are subject to change based upon further design, environmental and other development review by the Authority in accordance with Article 31 of the Code and the Development Review Procedures.

The office tower will be constructed over the southeastern portion of the Project Area, connected to and integrated with the low-rise element over the western and northern portions of the Project Area, which is stepped back from the street at several levels. The base contains office space, retail space and a skylit second-floor public atrium. One Lincoln Street's design harmonizes with the surrounding neighborhood in scale and architectural elements and preserves the City's history and character through the use of scale-giving elements in the facade design, carefully planned massing, materials and ornamentation characteristic of landmark buildings in the City. One Lincoln Street shall have heights and gross floor areas consistent with those set forth in the dimensional chart attached hereto as Exhibit D and incorporated herein (the "Dimensional

Requirements"), as such may be effected by changes to One Lincoln Street resulting from further design, environmental and other development review by the Authority in accordance with Article 31 of the Code and the Development Review Procedures.

The mid-portion of the office tower makes a transition from the solid appearance of precast panels with punched windows to a less solid appearing glass and kynar-finished curtain wall system, its overall mass broken up through a series of corner setbacks, a slimming vertical emphasis, and the change in material. One Lincoln Street's overall scale is minimized by separating One Lincoln Street visually into two buildings. It is currently contemplated that said minimization in scale will be accomplished by cladding the low-rise element in red brick above a granite base (in contrast to the grey granite base of the office tower), and by incorporating an all-glass connection where the low-rise element meets the office tower.

The Developer anticipates commencing construction of One Lincoln Street in the first half of 1990, and completing construction by the end of 1993.

Open Spaces and Landscaping: One Lincoln Street will include a series of ground floor lobbies, passages, and public spaces which incorporate retail shops wherever possible. The Developer intends to construct a four-story landscaped and skylit atrium which extends upward from the second floor above the central public space alongside the proposed Columbia Street pedestrian plaza. A community exhibition area is proposed to be included in the development of the atrium public area. One Lincoln Street will form a vital pedestrian link by integrating established pedestrian passageways in the area into the access points of the building, thereby offering a variety of interior streets, passages and lobbies to gather, shop and further explore the surrounding area.

The Developer will also landscape the sidewalk area surrounding the building, pave the sidewalk area with brick pavings with granite curbs, provide acorn lighting fixtures and street trees, and preserve the existing granite slabs in the sidewalk area. The Developer will construct a landscaped pedestrian plaza on the remaining portions of Columbia Street adjacent to the building which will harmonize with the architectural theme of One Lincoln Street's public spaces. If the existing building located at the corner of Essex Street and Kingston Street is demolished and the site of the building is acquired by the City of Boston or the Authority, the Developer will construct a public park on the site subject to design review by the Authority in accordance with Article 31 of the Code and the Development Review Procedures.

The Revised Design Submission illustrates the proposed public spaces and landscaping to be provided at One Lincoln Street. The foregoing is subject to changes based upon further design, environmental and other development review by the Authority in accordance with Article 31 of the Code and the Development Review Procedures.

Proposed Uses of One Lincoln Street: The proposed uses for One Lincoln Street may include one or more of the uses in the Use Chart.

Proposed Dimensions of Structures: The proposed dimensions of One Lincoln Street are set forth in the Dimensional Requirements attached hereto as Exhibit D. It is expected that no zoning exceptions will be required for One Lincoln Street since, pursuant to Section 40-8.5 of the Code, where conflicts between an approved Development Plan and the Code occur, the provisions of the approved Development Plan govern.

Proposed Densities: This Development Plan provides for an overall maximum floor area ratio ("FAR") for the Project Area of 12.85 based upon the ratio of 952,000 square feet of gross floor area of proposed development to the total land area included in the Project Area of approximately 74,082 square feet of land. The Project Area is larger than the area of the lot to be owned by the Developer (as defined in the Code) (the "Lot") because portions of One Lincoln Street, such as the underground parking garage, will be located under streets adjacent to the Lot. This Development Plan provides for a maximum FAR for the Lot of 13.75 based upon the ratio of 952,000 square feet of gross floor area to approximately 69,250 square feet of land. Although further design, environmental and other development review by the Authority in accordance with Article 31 of the Code and the Development Review Procedures may result in changes to the foregoing, the total development (not including below-grade parking) will not exceed an FAR of 14 for the Lot (969,444 square feet of gross floor area).

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 Authority and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to One Lincoln Street. 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 the "Housing Creation Option"), or (iii) some combination of items (i) and (ii) above.

At the present time, it is anticipated that the DIP Contribution for One Lincoln Street will be satisfied solely in the form of the Housing Creation Option subject to the approval of a Housing Creation Proposal by the Authority and the Neighborhood Housing Trust with input from the Chinatown and Roxbury communities. The DIP Contribution for One Lincoln Street will be approximately \$4,300,000. The DIP Contribution shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement. In the event that a Housing Creation Proposal is not approved by the Neighborhood Housing Trust and the Authority, the Developer shall pay the DIP Contribution in accordance with the Housing Contribution Grant provisions of the DIP Agreement entered into by and between the Authority and the Developer.

As required under Section 26B-3 of the Code, the Developer will also be responsible for making a Jobs Contribution Grant with regard to One Lincoln Street. It is anticipated that the Jobs Contribution Grant for One Lincoln Street will be approximately \$900,000. The Jobs Contribution Grant shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement.

Projected Number of Employees: It is anticipated that One Lincoln Street will generate approximately 2,000 construction jobs and provide approximately 4,000 permanent jobs.

Proposed Traffic Circulation: The development of One Lincoln Street will contribute to the reduction of the recurring traffic congestion surrounding the Project Area. A new underground parking garage designed and operated as a modern first class facility will replace the existing deteriorated above-grade garage. Subject to further design, environmental and development review, access to and egress from the underground garage will be provided from Lincoln Street and Kingston Street. Traffic circulation in and out of the underground garage will be designed to prevent, to the maximum extent possible, the on-street queuing of arriving vehicles during peak hours and thereby lessen any potential delays and other adverse traffic impacts.

In addition, the Developer will cooperate with the City in the City's plans to widen Essex Street, an improvement which will be made more feasible by One Lincoln Street. The City's widening of Essex Street will allow for two lanes of westbound traffic to connect the Surface Artery with Avenue De Lafayette, resulting in a new westbound link from the Surface Artery to Tremont Street, and thereby improving access and egress to and from the east to the Midtown/Cultural District and Downtown Crossing.

The Project Area promotes pedestrian access given its location in the heart of downtown, with excellent access to nearby transit stations and terminals, parking and other office, retail, governmental and recreational facilities. The completed and soon to be completed development of surrounding parcels formerly occupied by parking facilities -- 125 Summer Street and 99 Summer Street, for example -- has served and will serve to bring new ground level retail uses and pedestrian activity, improving pedestrian circulation in an area which had been a barrier in the past between the retail area and South Station, the Leather District and Chinatown. Development of the Project Area will continue to add to this vitality and the ease of pedestrian traffic.

The traffic diagram attached to this Development Plan as Exhibit E and incorporated herein (the "Traffic Diagram") depicts the proposed traffic circulation for One Lincoln Street. The Traffic Diagram is subject to further design, environmental and other development review by the Authority in accordance with Article 31 of the Code and the Development Review Procedures.

Parking and Loading Facilities: The underground parking garage will contain five levels and will have a proposed total capacity of up to approximately 920 cars, but no fewer than 850 cars, serving both public and tenant parking needs. Part of the garage may be located beneath portions of Bedford, Kingston and Columbia Streets. In addition, One Lincoln Street will have an interior five-bay loading dock, accessed via a ramp from Kingston Street.

The foregoing is subject to further design, environmental and other development review by the Authority in accordance with Article 31 of the Code and the Development Review Procedures.

Access to Public Transportation: The Project Area is ideally situated for both local and regional public transit access. With its proximity to Washington Station and South Station, it is at the hub of the regional transit system, where subway, light rail, commuter rail and express buses converge. In addition, the Project Area has good access to local bus routes which connect the core of the downtown commercial area with the other city neighborhoods.

Development Review Procedures: All design plans for One Lincoln Street are subject to ongoing development review and approval by the Authority. Such review is to be conducted in accordance with the Development Review Procedures.

Proposed Public Benefits: One Lincoln Street is one of two sites in the first project in the Parcel-to-Parcel Linkage 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 community-based participation in real estate development and is designed to produce numerous benefits to the affected communities and the City.

A host of additional community benefits will be provided in connection with both One Lincoln Street and the development of Parcel 18 in Roxbury, known as Ruggles Center, such benefits to be set forth in the Memorandum of Understanding to be executed 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 regarding community benefits (the "Community Benefits Memorandum"). A draft of the Community Benefits Memorandum is attached as Exhibit F hereto. However, 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 of the parties thereto. A copy of the Community Benefits Memorandum will be submitted to the Authority upon its full execution.

EXHIBIT A
PROJECT AREA DESCRIPTION

EXHIBIT A

Project Area Description

A certain planned development area in the Commonwealth of Massachusetts, County of Suffolk, City of Boston, situated in the two blocks bounded by Essex, Kingston, Bedford and Lincoln Streets, and the John F. Fitzgerald Expressway, and comprises:

Parcels 1, 2, 3, 4, & 5A
Subsurface parcels A, B, & C
Area D

As shown on a plan entitled "Kingston/Bedford Development Plan, Boston, Massachusetts", dated June 16, 1989, revised June 23, 1989, prepared by Yu Sing Jung, Jung/Brannen Associates, Inc., more particularly bounded and described as follows:

Beginning at a point 57.07 feet N 06 31 51 W of the intersection of the easterly sideline of Kingston Street and the northerly sideline of Essex Street, said point being the northwesterly corner of land now or formerly of Kingston Street Associates Limited Partnership; thence running

N 06 31 51 W 0.85 feet to a point; thence turning and running
N 06 11 30 W 53.07 feet to a point, said last two courses being by Kingston Street; thence turning and running
N 85 22 58 W 12.79 feet to a point; thence turning and running
N 04 37 02 E 61.83 feet to a point on the easterly sideline of Kingston Street; thence turning and running
N 07 04 10 W 14.01 feet to a point; thence turning and running
N 06 40 36 W 10.51 feet to a point of curvature, said last two courses being by Kingston Street; thence turning and running
NORTHEASTERLY 62.06 feet by a curve to the right having a radius 50.00 feet to a point of non-tangency; thence turning and running
N 04 37 02 E 17.29 feet to a point; thence turning and running

S 85 22 58 E 201.50 feet to a point; said point being on the extension of the centerline of Columbia Street; thence turning and running

S 04 37 02 W 114.71 feet along the centerline of Columbia Street to a point; thence turning and running

S 85 22 58 E 15.00 feet to a point on the easterly sideline of Columbia Street; thence turning and running

S 84 48 30 E 40.19 feet to a point; thence turning and running

N 05 11 30 E 0.17 feet to a point; thence turning and running

S 84 48 30 E 22.13 feet to a point; thence turning and running

N 06 11 31 E 0.33 feet to a point; said last four courses being by land now or formerly of Patrick Callahan; thence running

N 06 11 31 E 7.99 feet to a point; thence turning and running

S 83 43 56 E 13.60 feet to a point, said last two courses being by land now or formerly of Lincoln National Life Insurance Company; thence turning and running

S 06 16 04 W 0.50 feet to a point; thence turning and running

S 83 43 56 E 64.80 feet to a point on the westerly sideline of Lincoln Street; said last two courses being by land now or formerly of Henry C. Brookings; thence turning and running

S 06 45 32 W 132.21 feet by Lincoln Street to a point of curvature, said point being on the extension of the westerly sideline of Lincoln Street; thence turning and running

SOUTHWESTERLY 37.47 feet by a curve to the right having a radius of 28.00 feet to a point of non-tangency; thence turning and running

N 81 11 30 W 44.63 feet to a point on the northerly sideline of the John F. Fitzgerald Expressway; thence turning and running

S 67 17 17 W 28.69 feet by the John F. Fitzgerald Expressway to a point; thence turning and running

N 85 06 13 W 43.41 feet partially by the John F. Fitzgerald Expressway and partially by Essex Street to the intersection of the easterly sideline of formerly Columbia Street and the northerly sideline of Essex Street; thence turning and running

N 85 05 34 W 30.00 feet to the intersection of the westerly sideline of formerly Columbia Street and the northerly sideline of Essex Street; thence turning and running

N 81 11 30 W 59.81 feet by Essex Street to a point; thence turning and running

N 03 52 59 E 51.94 feet through the middle of a twenty inch party wall to a point; thence turning and running

N 85 48 13 W 0.50 feet to a point; thence turning and running

N 03 52 59 E 16.22 feet to a point; thence turning and running

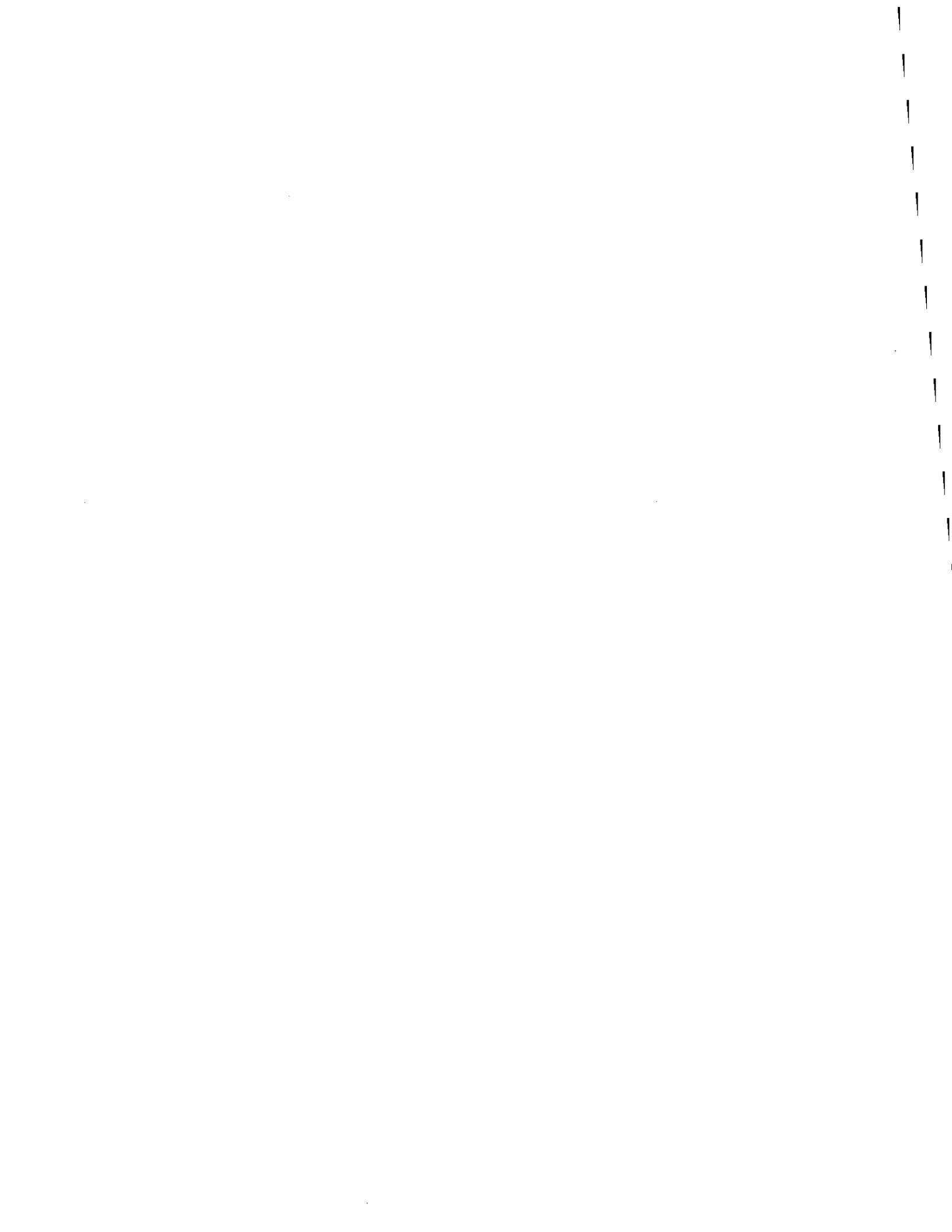
N 86 51 07 W 14.12 feet to a point; thence turning and running

S 03 08 53 W 0.83 feet to a point; thence turning and running

N 86 51 07 W 107.51 feet through the middle of a twenty inch party wall to the point of beginning, said last six courses being by land now or formerly of Kingston Street Associates Limited Partnership.

Containing 74,082 square feet, more or less, or 6,882 square meters, more or less, or 1.70 acres, more or less.

Subject to any and all existing easements and rights of ways.



Proposed Uses

ALLOWED AS A MATTER OF RIGHT UNDER
SECTION 40-12.2 OF THE BOSTON ZONING CODE

Subsection
of Section
40-12.2

Use

- (a) New Economy Uses. Basic research; research and development; product development or prototype manufacturing; biomedical technology; pharmaceutical research and development; research and medical laboratories.
- (c) Restaurant and Entertainment Uses. Service or sale of food or drink for on-premises consumption; concert hall; theater, commercial or nonprofit (including motion picture or video theaters, but not drive-in theaters); art galleries, non-profit or for-profit.
- (d) Office Uses. Offices of community groups; business or professional offices; clinics; real estate, insurance or other agency or government office; office building; post office; or bank (other than drive-in bank) or similar establishment.
- (g) Day care center; family care center; or community health center or clinic.
- (h) Recreational and Community Uses. Private club operated for members only; adult education center or community center building; the maintenance and operation of any amusement game machine in a private club or similar non-commercial establishment; or in any commercial establishment.
- (i) Automatic telephone exchange, subject to St. 1956, c. 665, §2.
- (j) Wholesale Uses. Office or display or sales space of a wholesale, jobbing or distributing house; and provided that not more than 25% of gross floor area devoted to this use is used for assembling, packaging and storing merchandise.

- (k) Service Uses. Video or film production studio; barbershop; beauty shop; shoe repair shop; self-service laundry; pick up and delivery station of laundry or dry-cleaner; tailor shop; hand laundry; dry-cleaning shop; framer's studio; caterer's establishment; photographer's studio; printing plant; radio or television studio; or similar use.
- (l) Retail Uses. Store primarily serving the local retail business needs of the neighborhood; artist supply store; grocery store; 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.
- (m) Institutional Uses. College or university granting degrees by authority of the Commonwealth; non-profit library or museum, not accessory to another institutional use.
- (n) Accessory Uses. Conference facilities; auditoria; classrooms; swimming pool or tennis court; storage of flammable liquids and gases incidental to a lawful use; the maintenance and operation of not more than four amusement game machines accessory to eating and drinking establishments, and any use ancillary to, and ordinarily incident to, a lawful main use.
- (o) Uses Specified in an approved Development Plan.

ADDITIONAL USES SPECIFIED IN THIS
DEVELOPMENT PLAN ALLOWED AS A MATTER
OF RIGHT PURSUANT TO SECTION 40-12.2(o)

Section 8-7

<u>No.</u>	<u>Use Item</u>
18	Trade, professional or other school.
27	Open space in public or private ownership for active or passive recreational use or the conservation of natural resources.

- 32 Telephone Exchange (other than automatic).
- 36A Sale over-the-counter of on-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.
- 38 Place for sale and consumption of food and beverages, providing dancing or entertainment, or both.
- 39 Office of accountant, architect, attorney, dentist, physician or other professional person.
- 59 Parking garage.
- 60 Car wash.
- 61 Rental agency, storing, servicing, and/or washing rental motor vehicles and trailers.
- 68 Manufacture or repair of various products including, without limitation, cameras and other photographic equipment.
- 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 lot in another District, unless such use is a use specifically forbidden in such other District.
- 72 As an accessory use, garage or parking space for occupants, employees, customers, students and visitors.

EXHIBIT C

DRAWINGS, PLANS AND PHOTOGRAPHS INCLUDED IN
ONE LINCOLN STREET (KINGSTON/BEDFORD DEVELOPMENT PLAN),
REVISED DEVELOPER'S ALTERNATIVE SCHEMATIC
DESIGN SUBMISSION, JUNE 1, 1989

**One Lincoln Street
(Kingston/Bedford Development Plan)
Revised Developer's Alternative**

**DRAWINGS, PLANS AND PHOTOGRAPHS INCLUDED IN THE ONE LINCOLN STREET
(KINGSTON/BEDFORD DEVELOPMENT PLAN) REVISED DEVELOPER'S
ALTERNATIVE SCHEMATIC DESIGN SUBMISSION DATED JUNE 1, 1989**



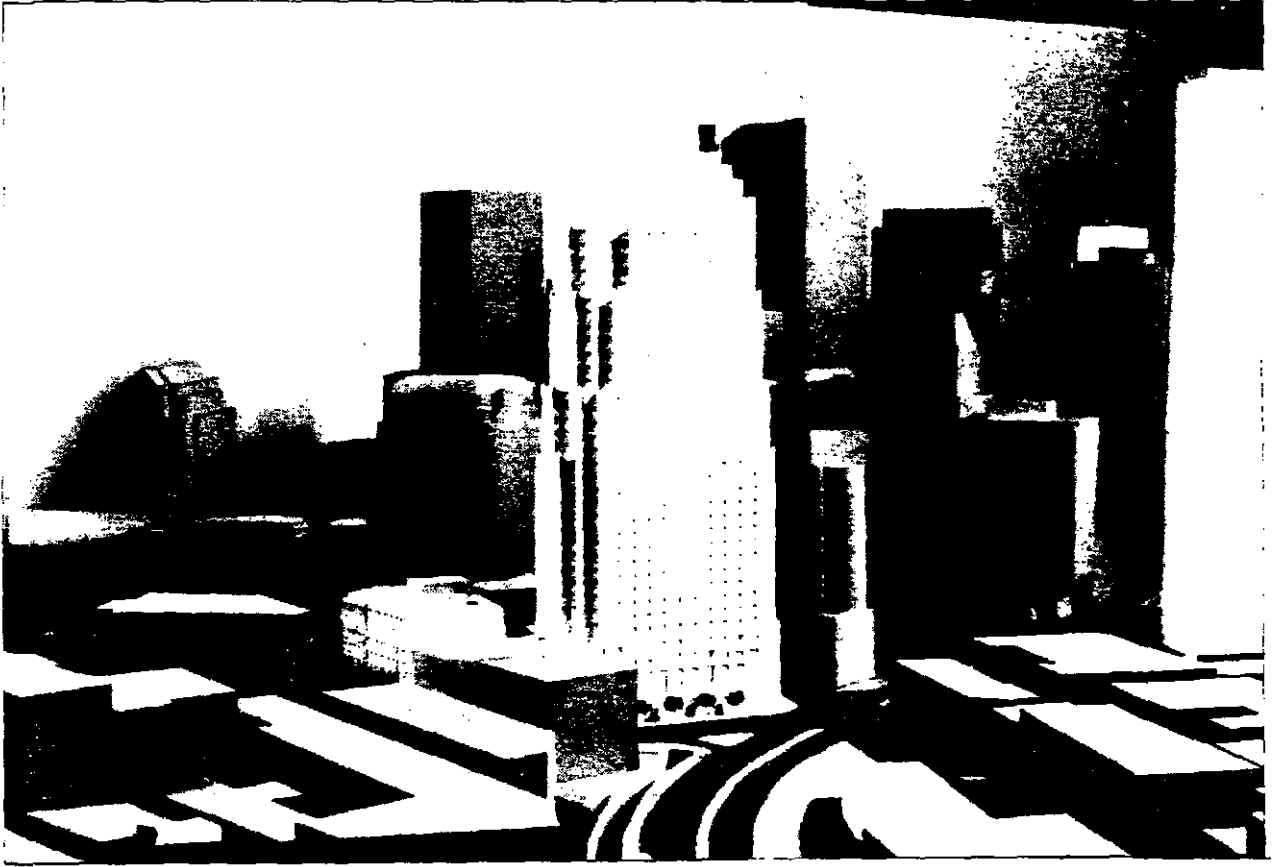
Perspective Drawing of South Face of Project

One Lincoln Street
(Kingston/Bedford Development Plan)
Revised Developer's Alternative



Perspective Drawing of Kingston/Bedford Street Corner

One Lincoln Street
(Kingston/Bedford Development Plan)
Revised Developer's Alternative



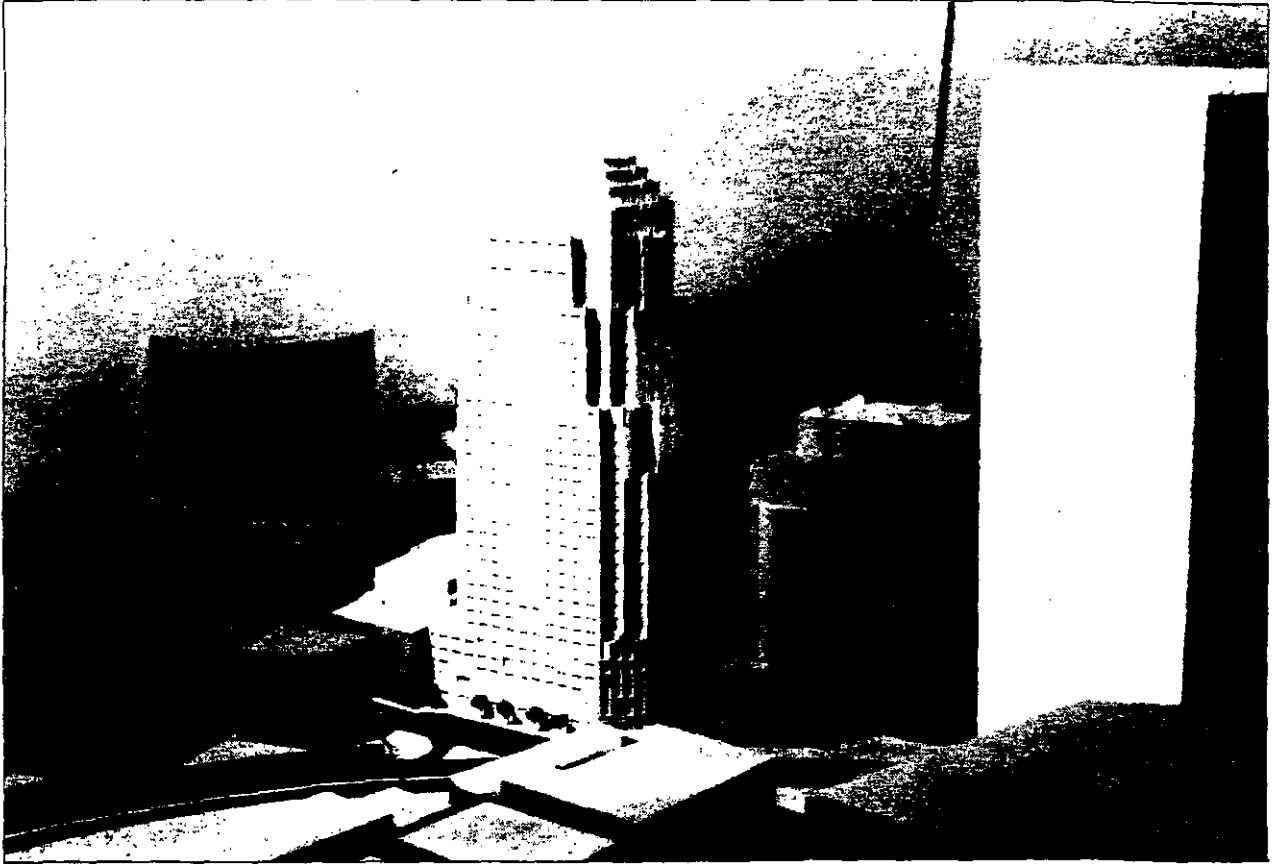
Model Photograph of South Face of Project

One Lincoln Street
(Kingston/Bedford Development Plan)
Revised Developer's Alternative



Model Photograph of Kingston/Bedford Street Corner

One Lincoln Street
(Kingston/Bedford Development Plan)
Revised Developer's Alternative



Model Photograph of Lincoln/Essex Street Corner

One Lincoln Street
(Kingston/Bedford Development Plan)
Revised Developer's Alternative



Detail Photograph of Exterior Facade

One Lincoln Street
(Kingston/Bedford Development Plan)
Revised Developer's Alternative



Detail Photograph of Exterior Facade

One Lincoln Street
(Kingston/Bedford Development Plan)
Revised Developer's Alternative

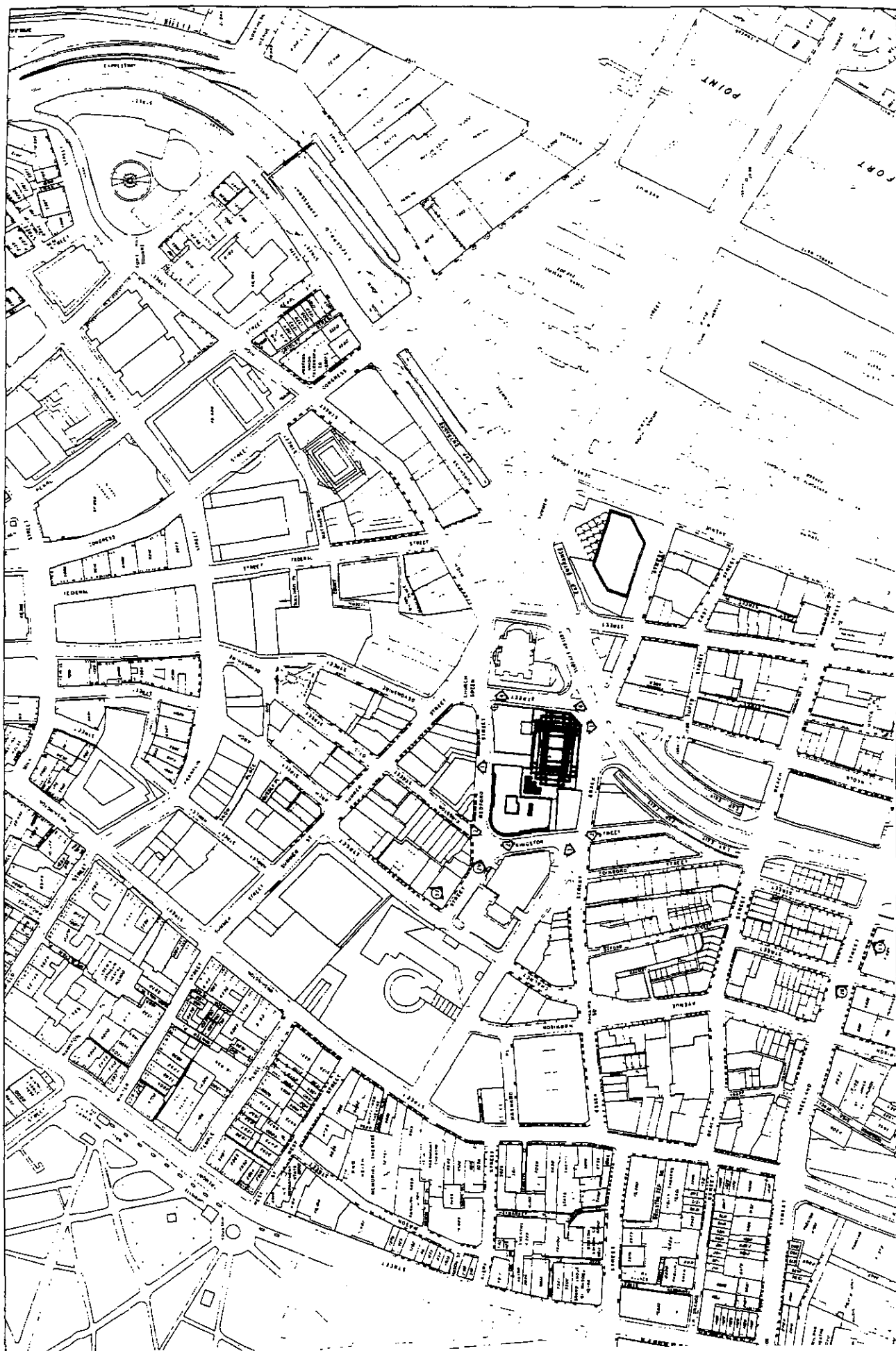


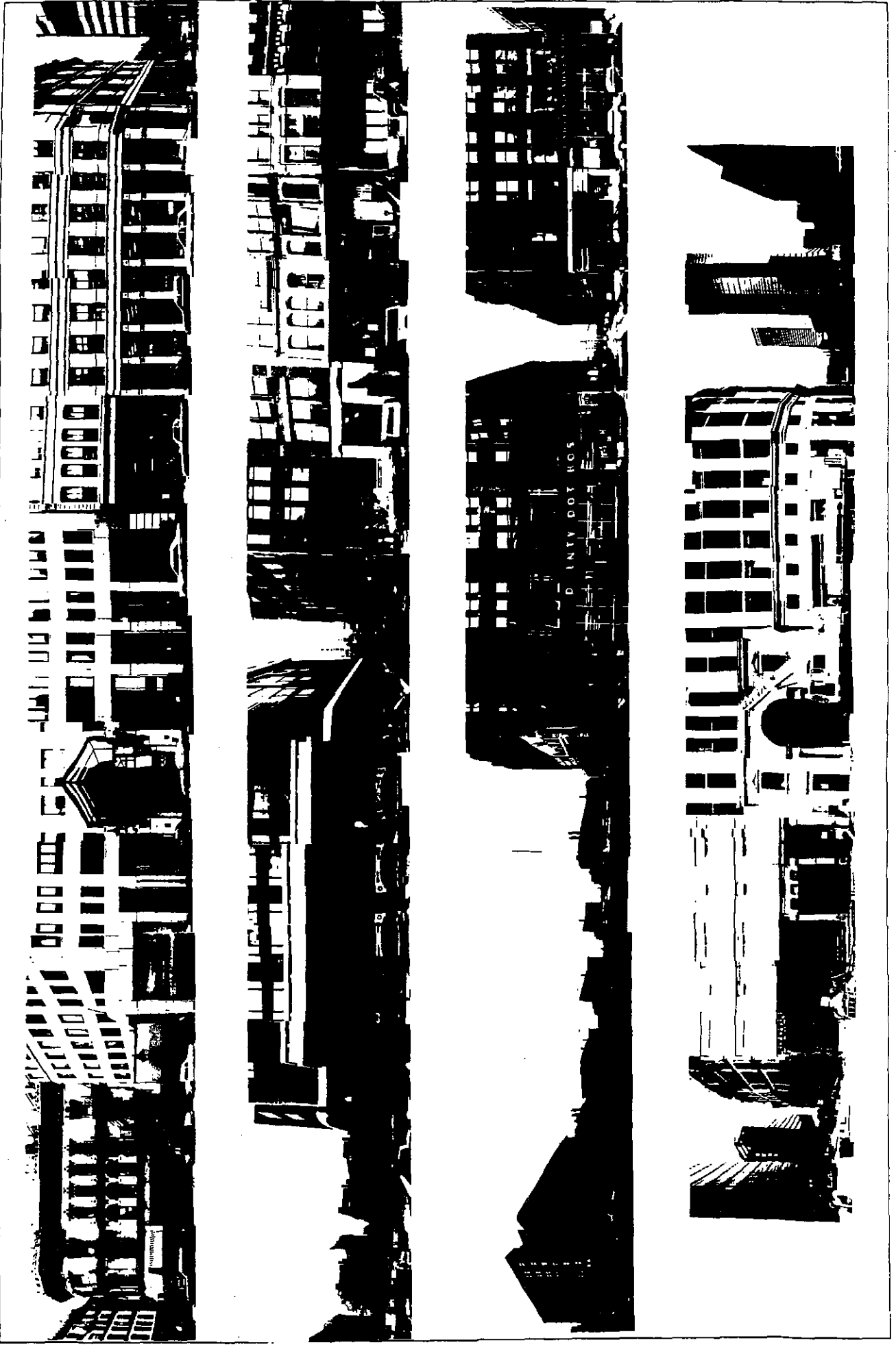
Detail Photograph of Exterior Facade

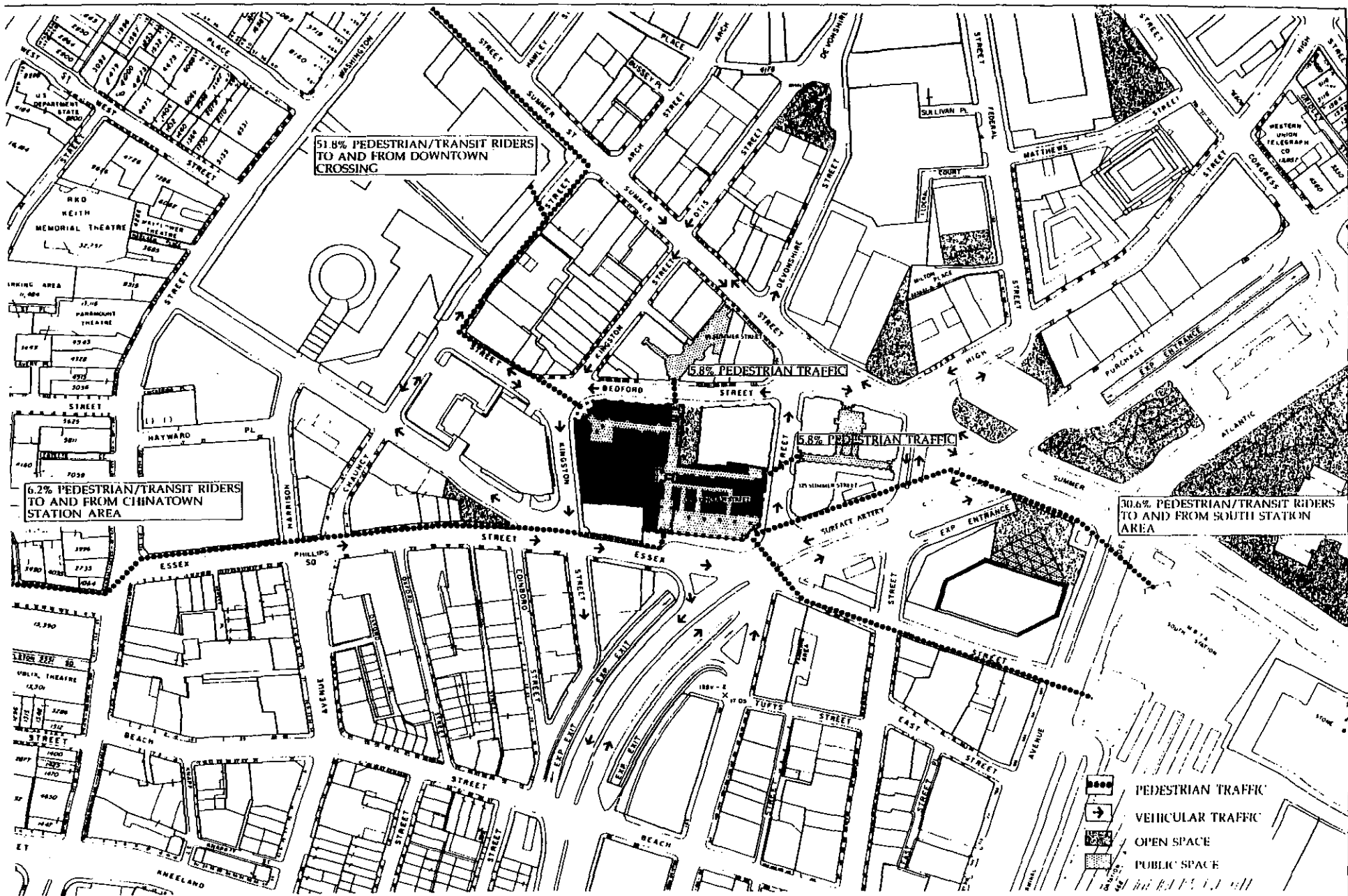
**One Lincoln Street
(Kingston/Bedford Development Plan)
Revised Developer's Alternative**

Drawings

1. Site Plan 1" = 100'- 0"
2. Site Photo Board
3. Pedestrian/Traffic-Public/Open Space
4. Land Use
5. Boston Tower Skyline
6. Low-Rise Skyline
7. Ground Floor Plan
8. Second Floor Plan
9. Third Floor Plan
10. Seventh Floor Plan
11. Eighth Floor & Roof Plan
12. Mid-Rise & High-Rise Floor Plans
13. 36, 37, Mech. & Tower Roof Floor Plan
14. Parking Level One
15. Parking Level 3 & 4
16. Section A-A
17. Section B-B w/Columbia Street Elev.
18. South Elevation
19. West Elevation
20. North Elevation
21. East Elevation
22. Perspective From Kneeland Street
23. Perspective From Kingston & Bedford Street
24. Photograph of South Face of Project
25. Photograph of Kingston/Bedford Street Corner
26. Photograph of Lincoln/Essex Street Corner








51.8% PEDESTRIAN/TRANSIT RIDERS TO AND FROM DOWNTOWN CROSSING

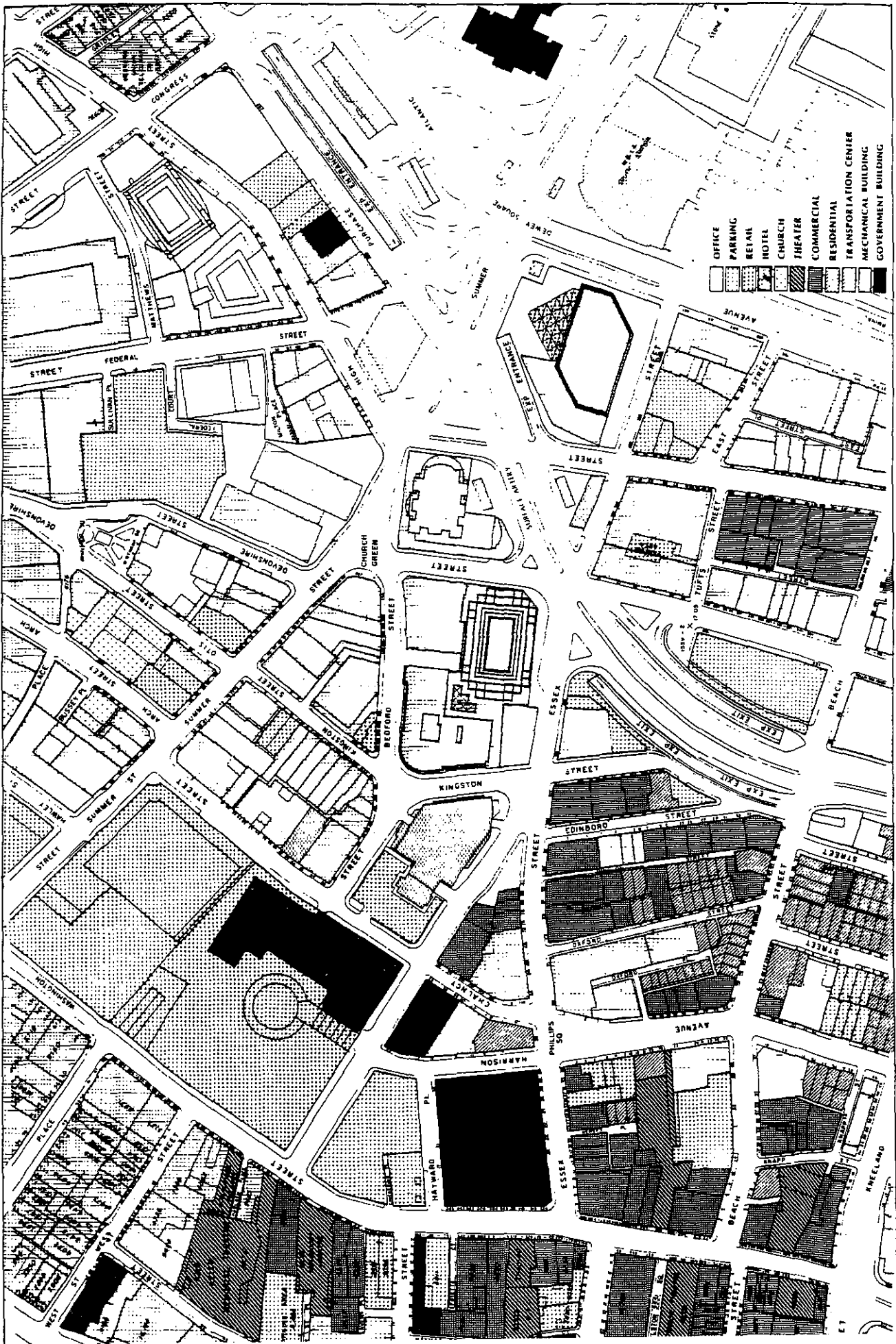
6.2% PEDESTRIAN/TRANSIT RIDERS TO AND FROM CIHNATOWN STATION AREA

5.8% PEDESTRIAN TRAFFIC

5.8% PEDESTRIAN TRAFFIC

30.6% PEDESTRIAN/TRANSIT RIDERS TO AND FROM SOUTH STATION AREA

-  PEDESTRIAN TRAFFIC
-  VEHICULAR TRAFFIC
-  OPEN SPACE
-  PUBLIC SPACE



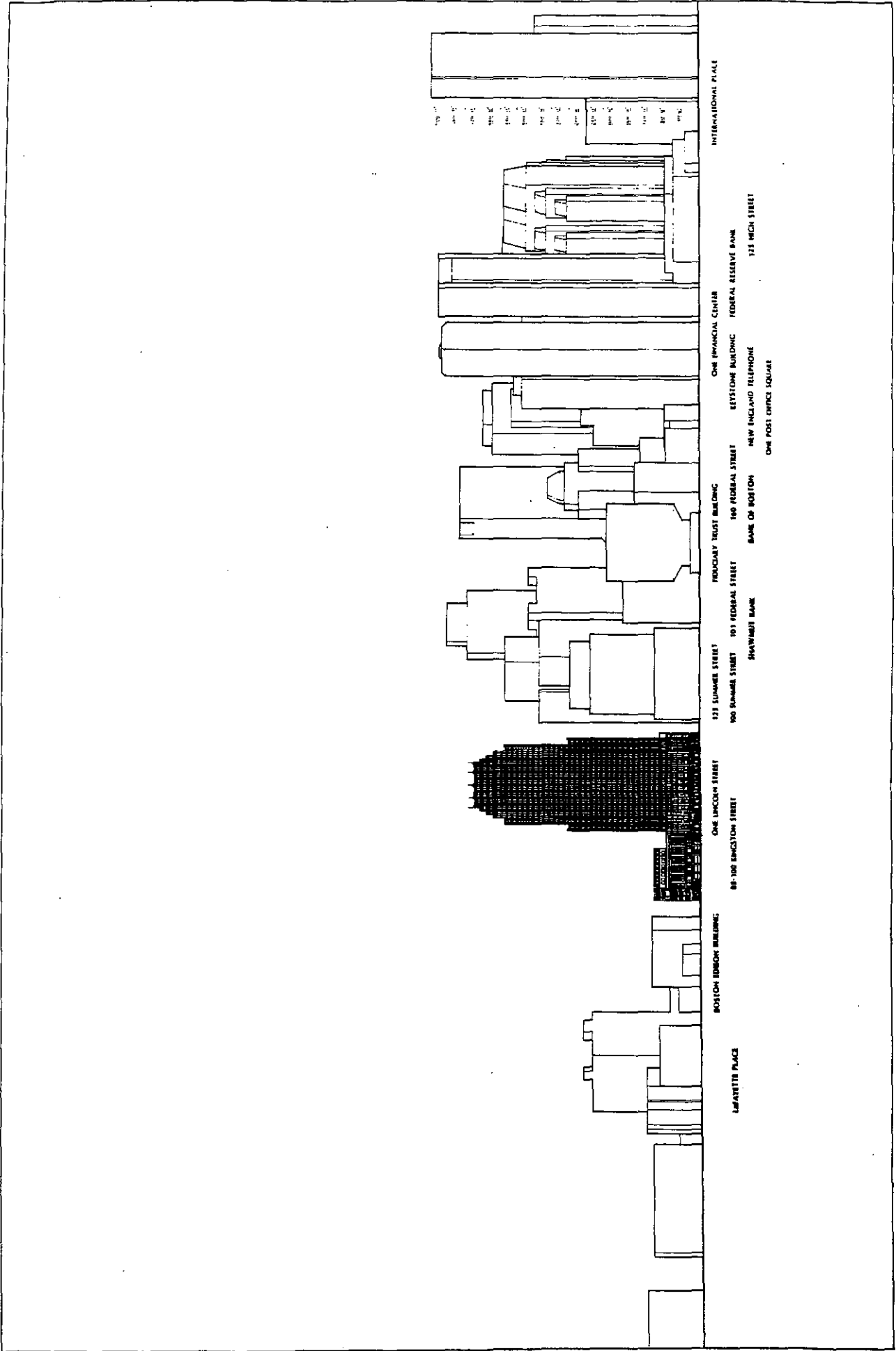
METROPOLITAN/COLUMBIA PLAZA VENTURE, DEVELOPER
 YU SING LING, LING/BRANNEN ASSOCIATES INC., ARCHITECT

ONE LINCOLN STREET
 LAND USE



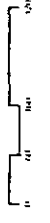
KINGSTON/BEDFORD DEVELOPMENT PLAN
 BOSTON, MASSACHUSETTS 02024
 1 JUNE 1989



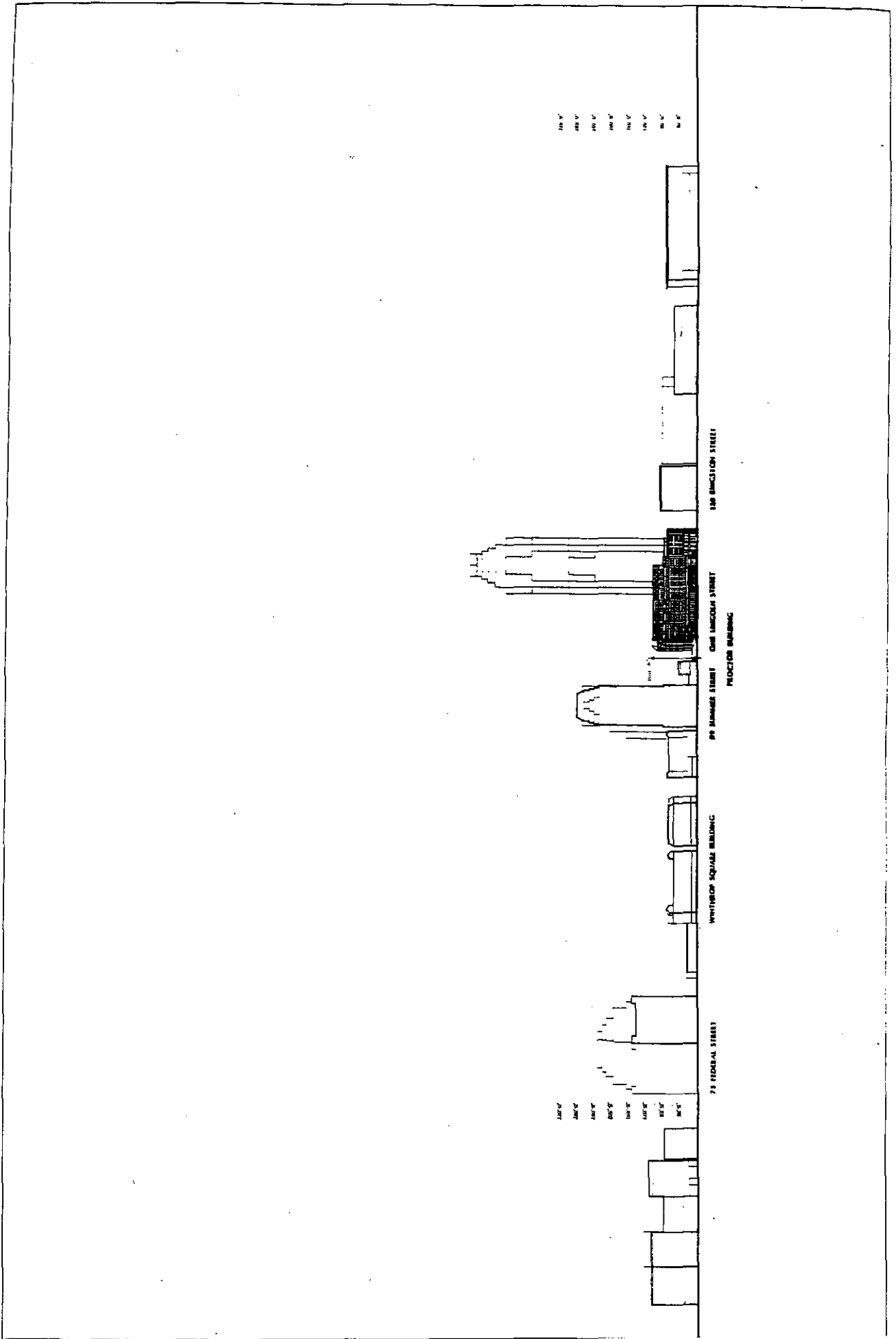


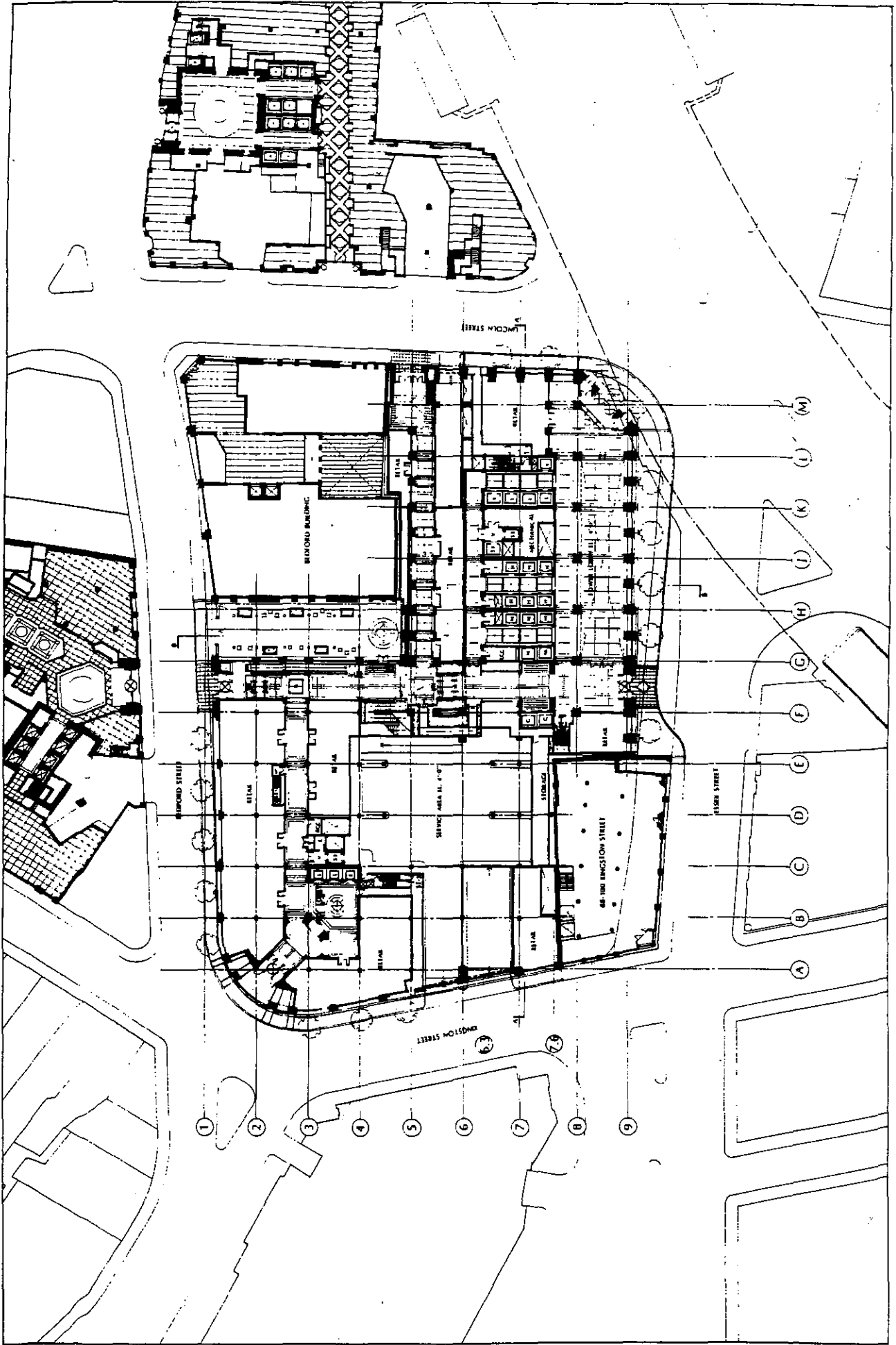
KINGSTON/BEDFORD DEVELOPMENT PLAN
 BOSTON, MASSACHUSETTS 02115 880/24
 1 JUNE 1979

ONE LINCOLN STREET
 BOSTON LOWER SKYLINE



ARCHITECTURAL CONSULTANTS
 YULISSE, LINC., LINC. BRANNEN ASSOCIATES, INC. ARCHITECTS

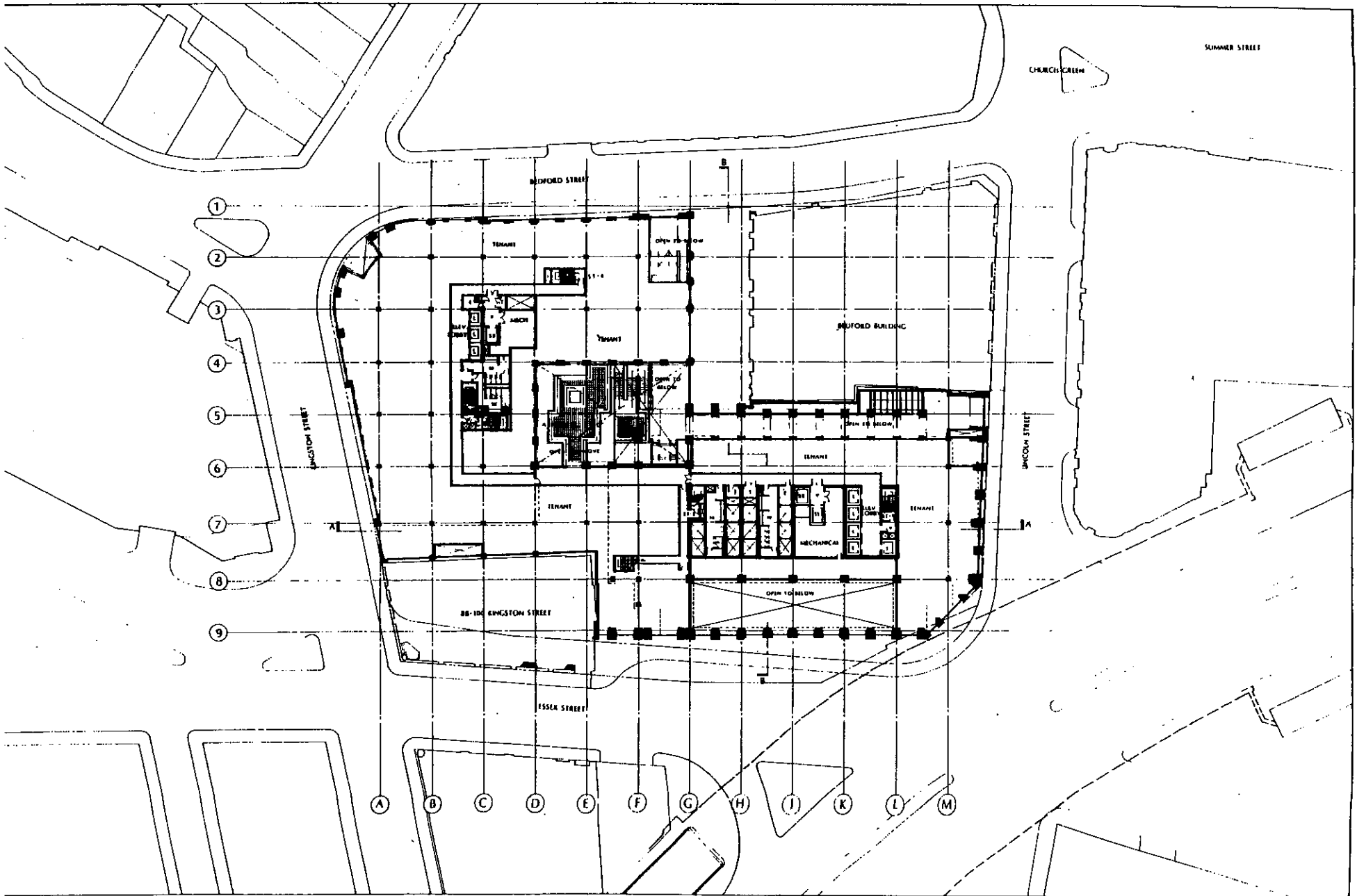




KINGSTON/BEDFORD DEVELOPMENT PLAN
 BOSTON, MASSACHUSETTS 88024

ONE LINCOLN STREET
 GROUND FLOOR PLAN

METROPOLITAN/COLUMBIA PLAZA VENTURE, DEVELOPER
 YU SING JUNG, JUNG/BRANNEN ASSOCIATES INC., ARCHITECT



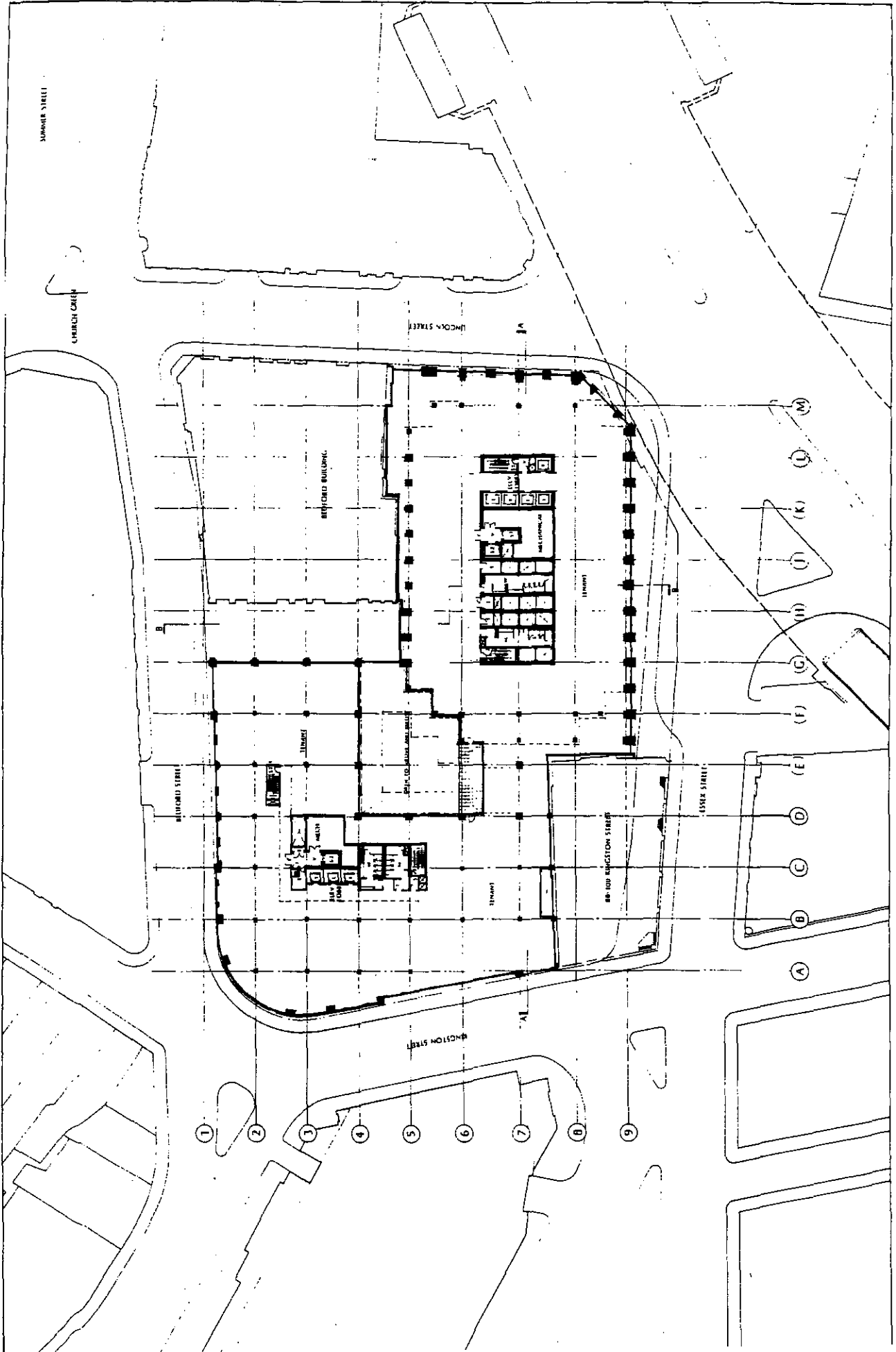
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 BOSTON, MASSACHUSETTS 08024 1 JUNE 1989

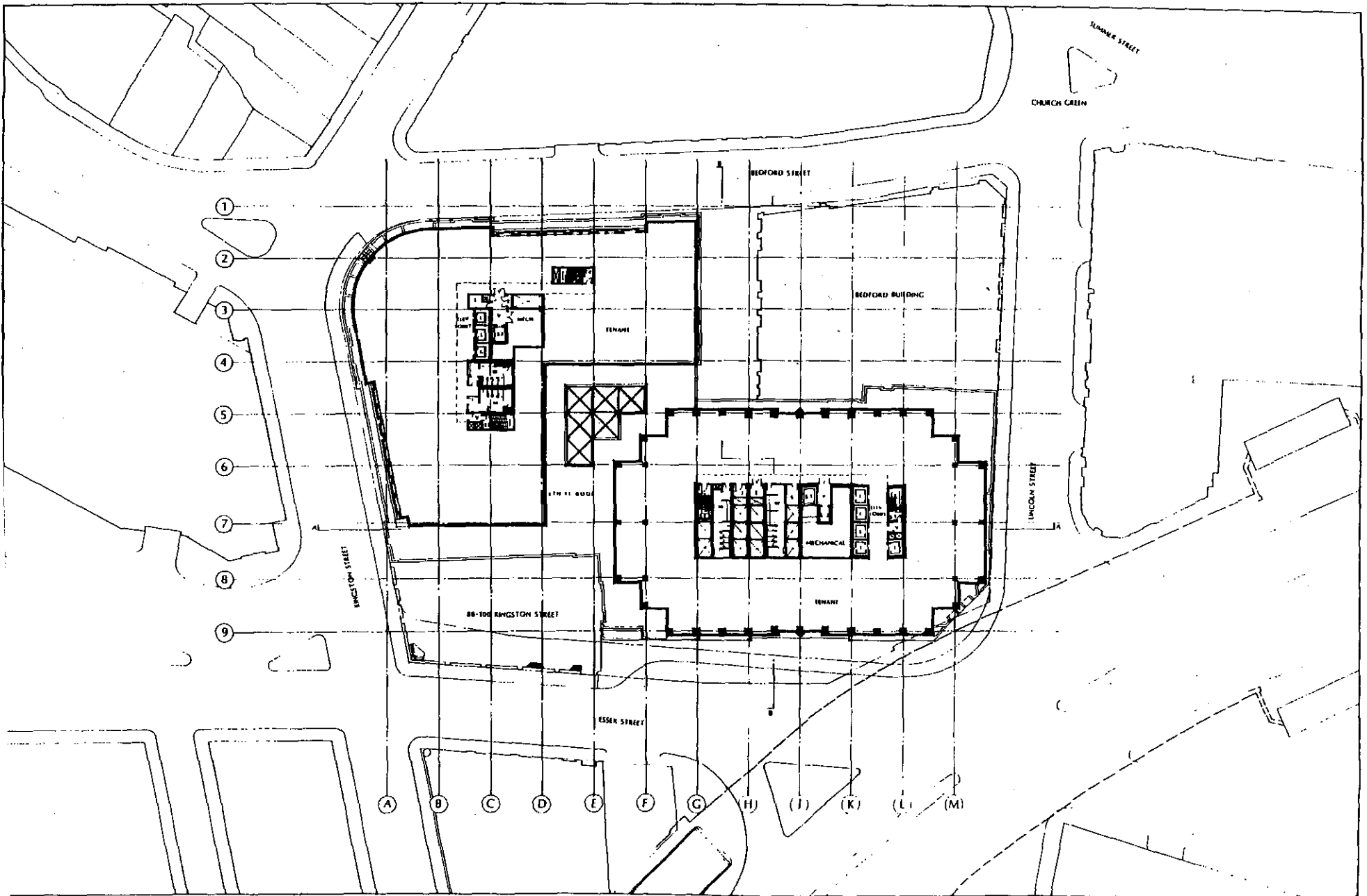


ONE LINCOLN STREET
 SECOND FLOOR PLAN



METROPOLITAN/COLUMBIA PLAZA VENTURE, DEVELOPER
 YU SING JUNG, JUNG/BRANNEN ASSOCIATES, INC., ARCHITECT





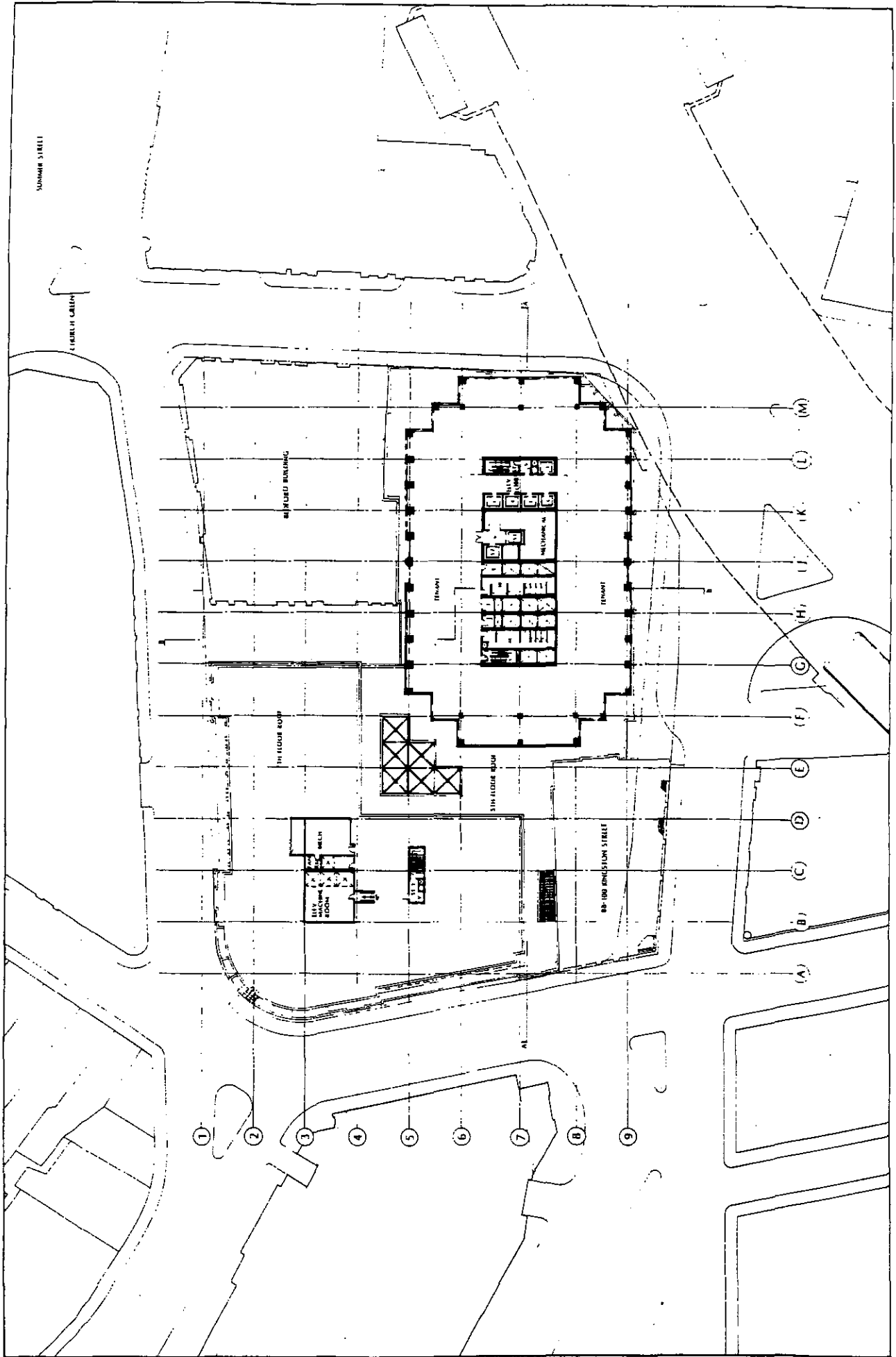
KINGSTON/BEDFORD DEVELOPMENT PLAN
 BOSTON, MASSACHUSETTS 88024
 1 JUNE 1989



ONE LINCOLN STREET
 SEVENTH FLOOR PLAN



METROPOLITAN/COLUMBIA PLAZA VENTURE, DEVELOPER
 YU SING JUNG, JUNG/BRANNEN ASSOCIATES, INC., ARCHITECT



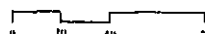
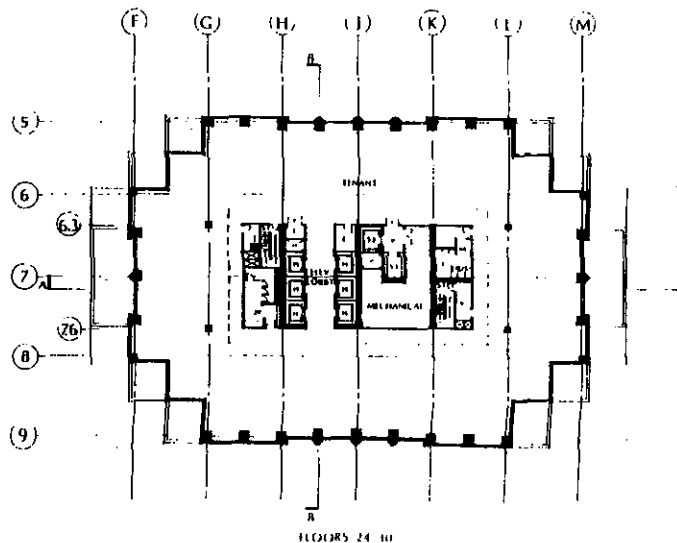
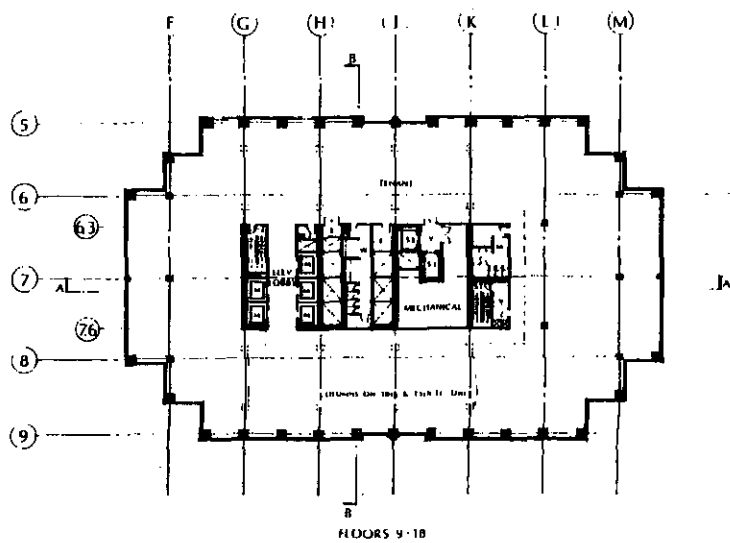
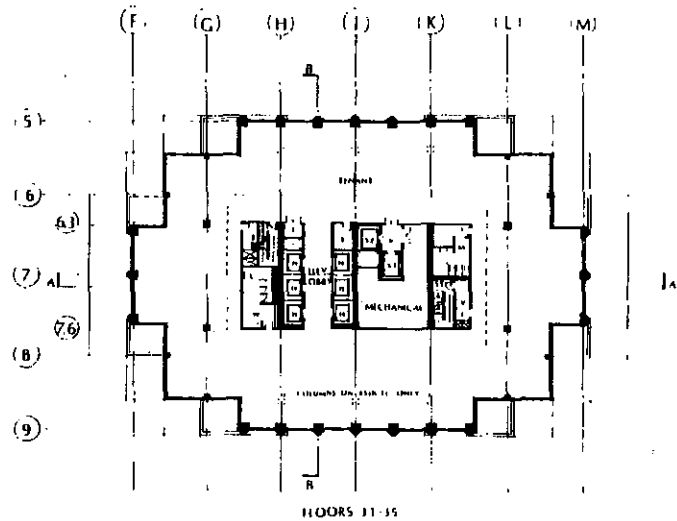
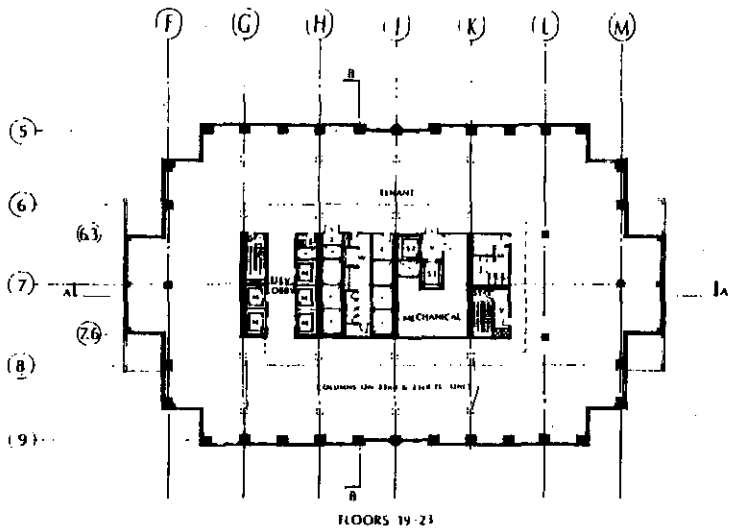
KINGSTON/BEDFORD DEVELOPMENT PLAN
 BOSTON MASSACHUSETTS

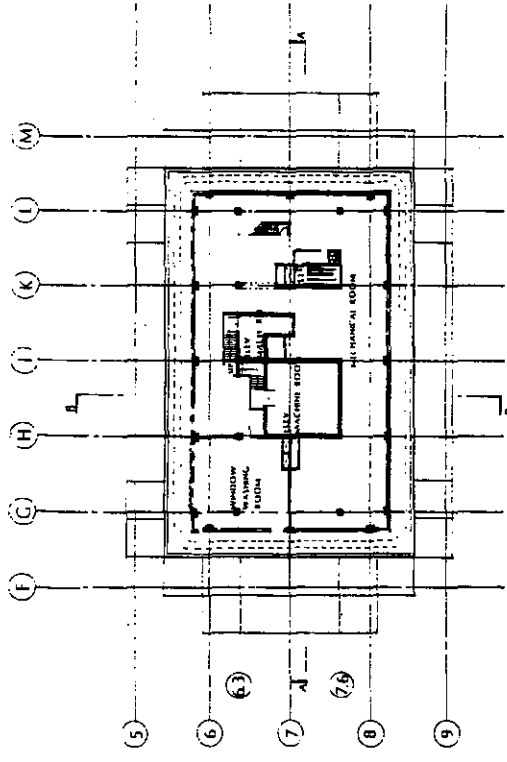
ONE LINCOLN STREET

PLANNED FOUR FLOOR AND ROOF PLAN

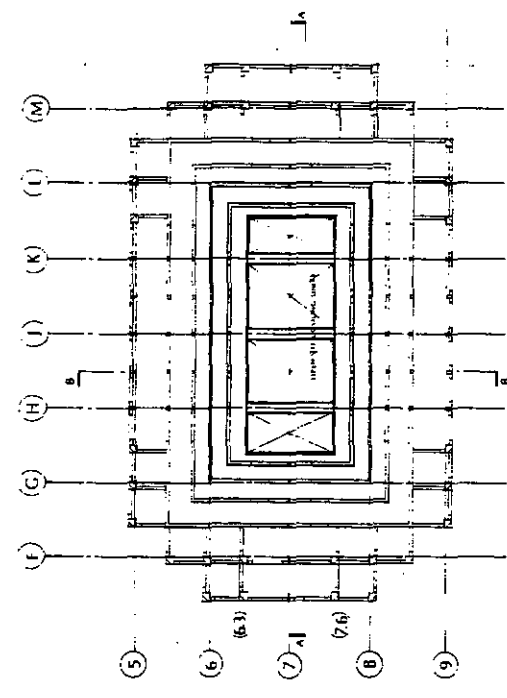


DEVELOPER: METROPOLITAN/COLUMBIA PLAZA VENTURE
 ARCHITECT: YU SING JUNG, JUNG/BRANNEN ASSOCIATES, INC.

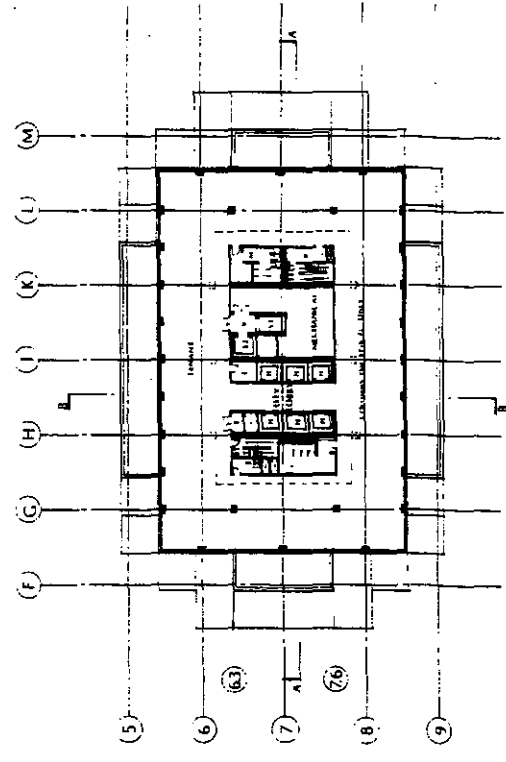




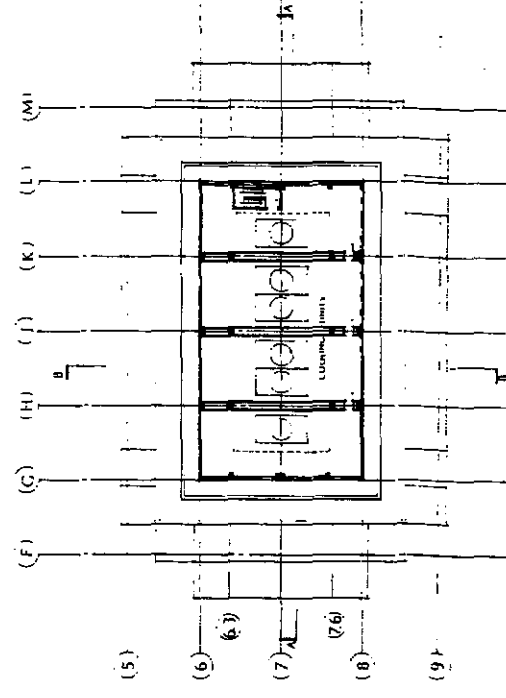
MECHANICAL FLOOR PLAN



ROOF PLAN



FLOORS 16 & 17



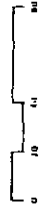
UPPER MECHANICAL PLAN



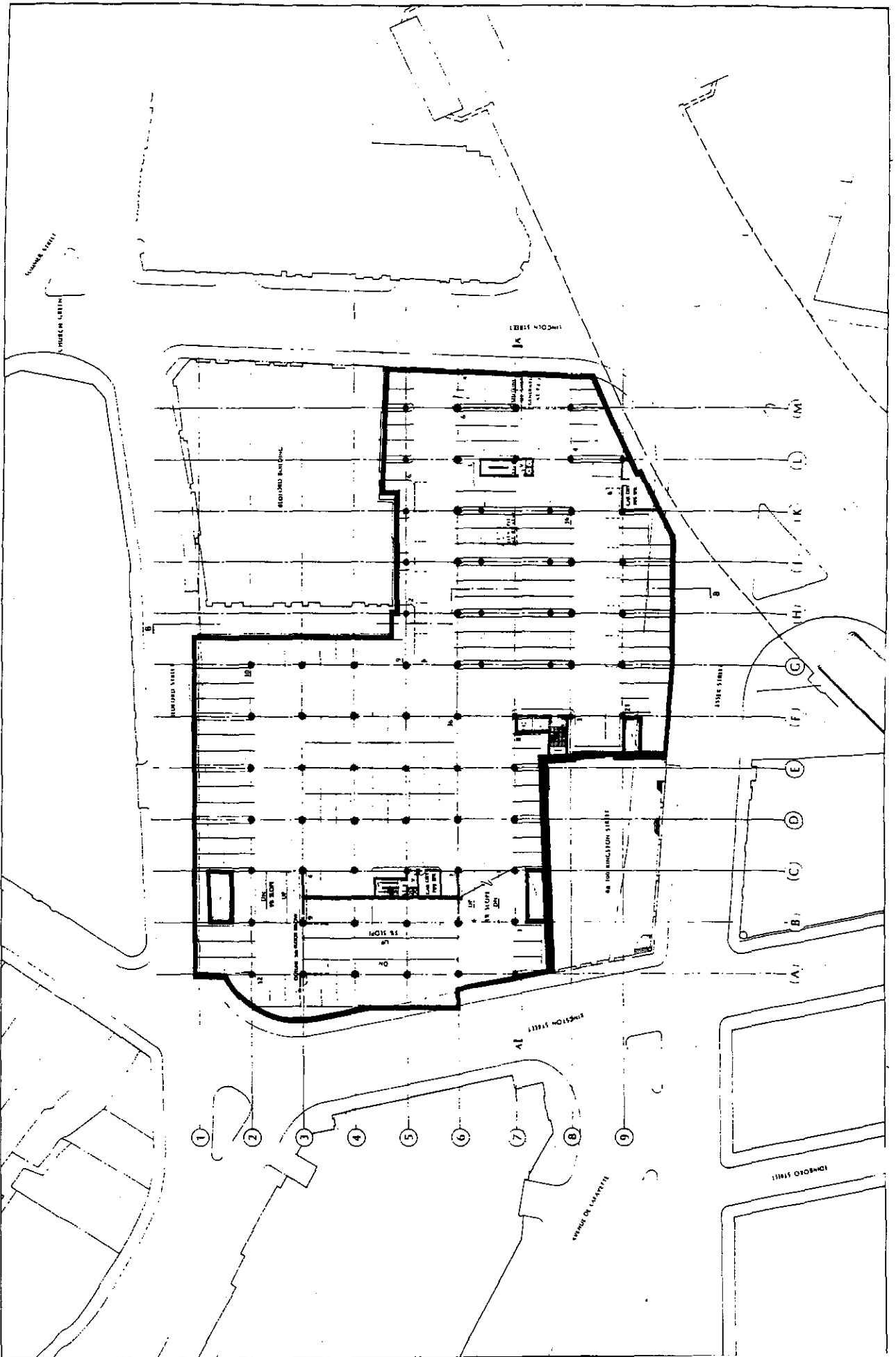
KINGSTON/BEDFORD DEVELOPMENT PLAN
 BOSTON, MASSACHUSETTS 08024

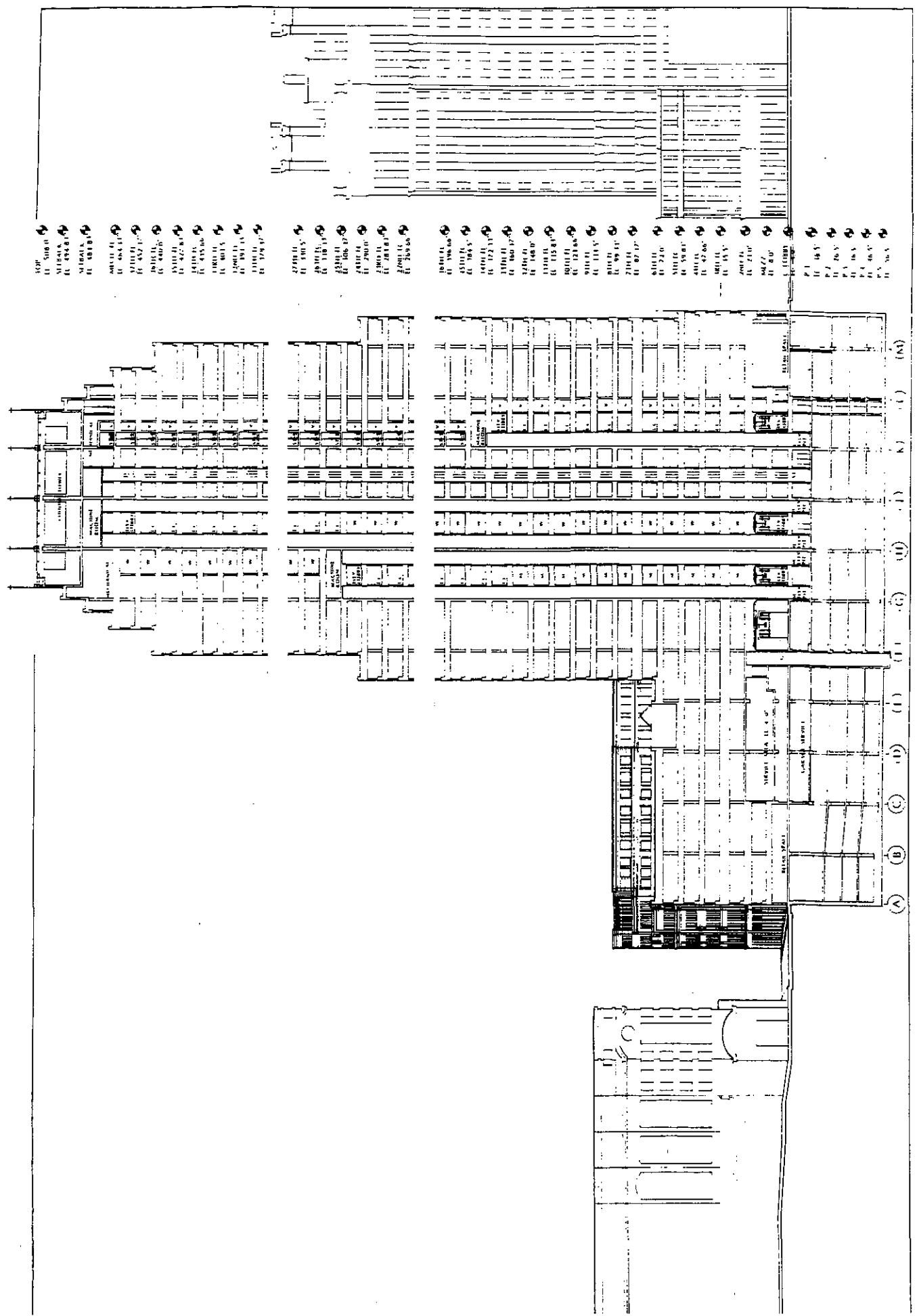


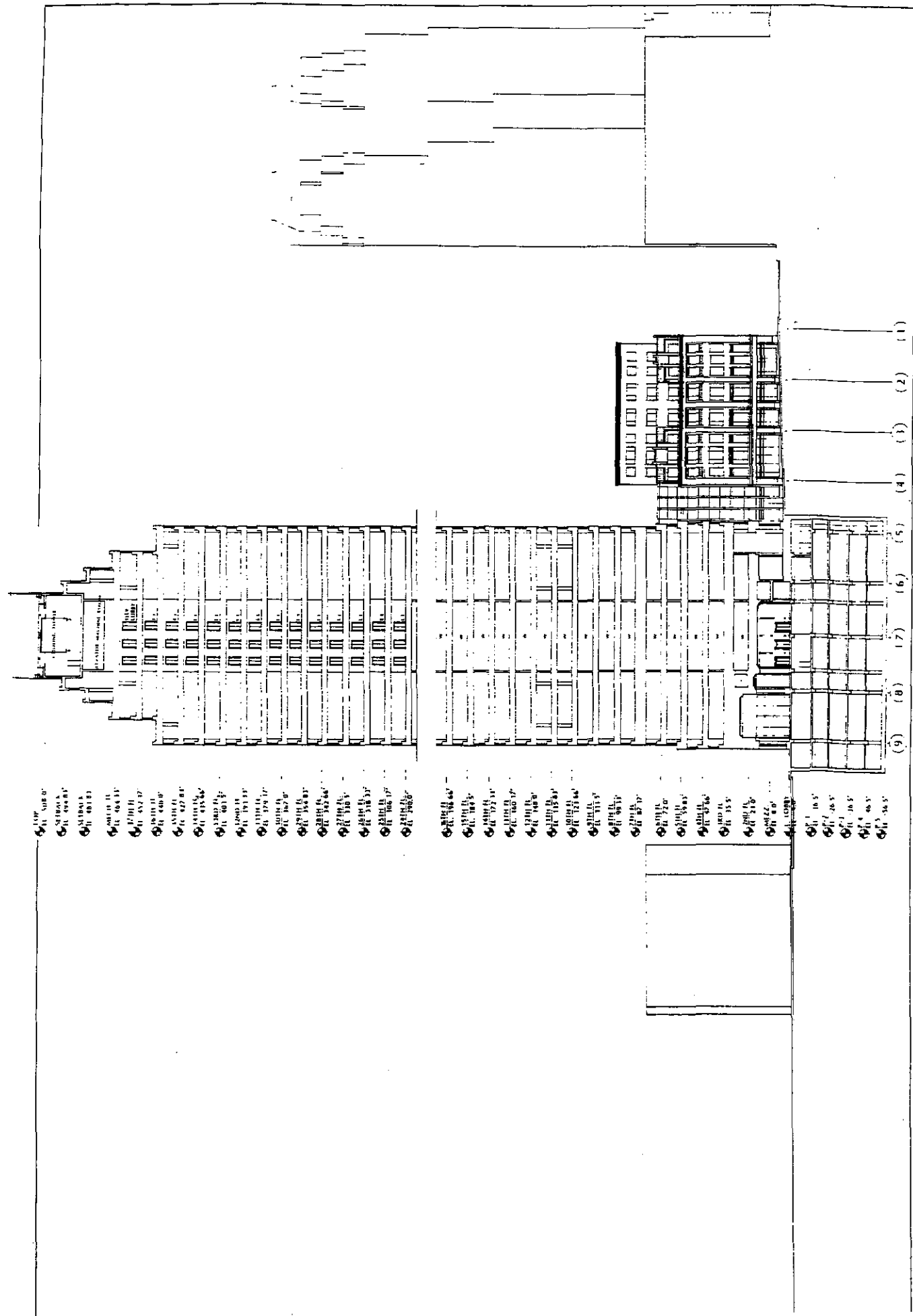
ONE LINCOLN STREET
 16th & 17th Fl., MECHANICAL FLOORS
 AND LOWER ROOF



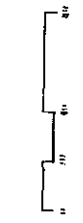
METROPOLITAN/COLUMBIA PLAZA VENTURE, DEVELOPER







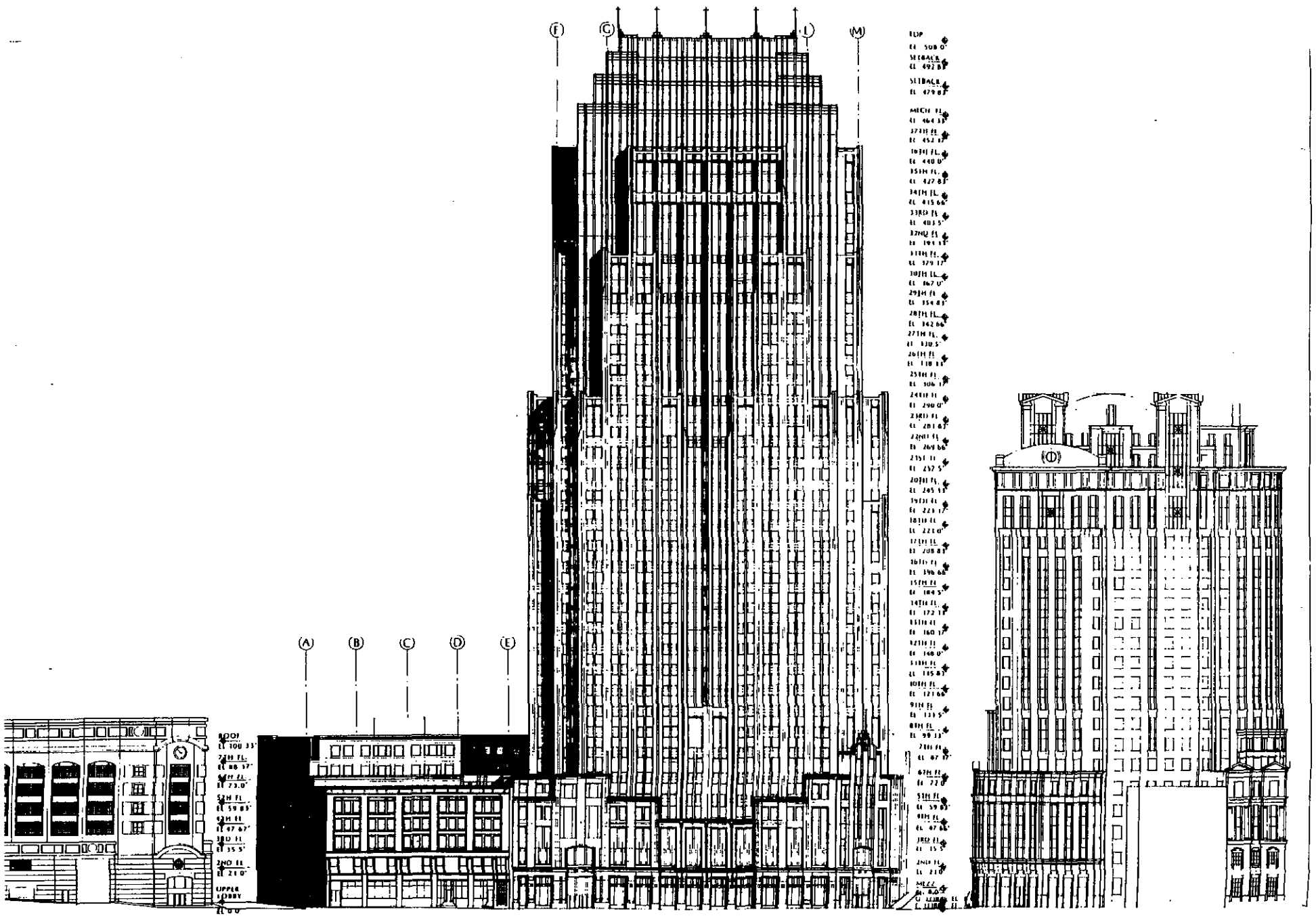
METROPOLITAN COLUMBIA PLAZA VENTURE, DEVELOPER
 YU SING KUNG, JUNIOR/BRANNAN ASSOCIATES INC., ARCHITECT



ONE LINCOLN STREET
 SECTION B-B W/COLUMBIA

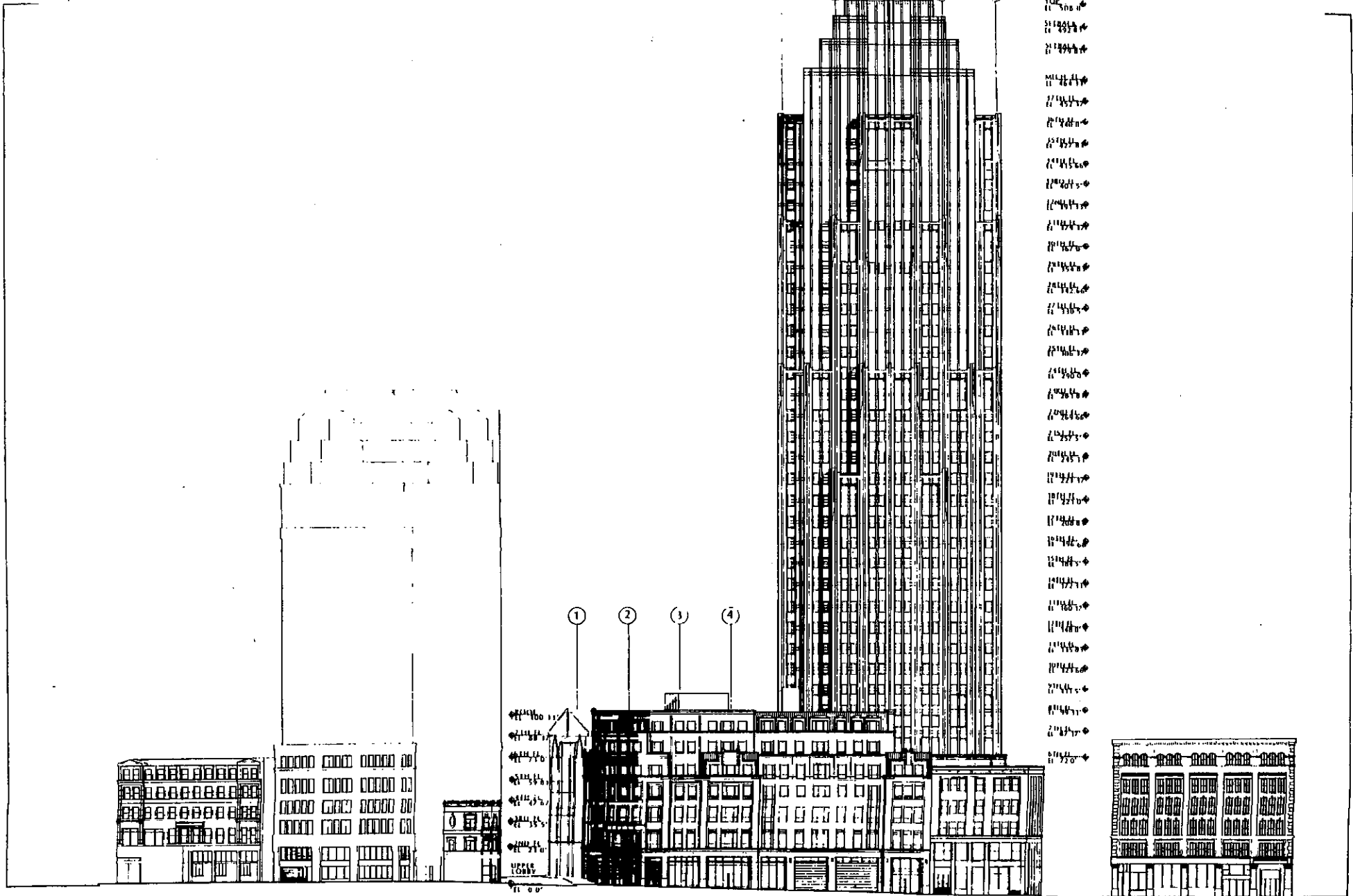
KINGSTON/BEDFORD DEVELOPMENT PLAN
 BOSTON, MASSACHUSETTS 08112-4
 1 JUNE 1989





400' EL. 100.00
 310' EL. 93.00
 210' EL. 86.00
 110' EL. 79.00
 50' EL. 59.00
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 10' EL. 35.50
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 UPPER LOBBY
 0' EL. 0.00

TOP
 EL. 500.00
 MEZANINE
 EL. 492.00
 SKYBRIDGE
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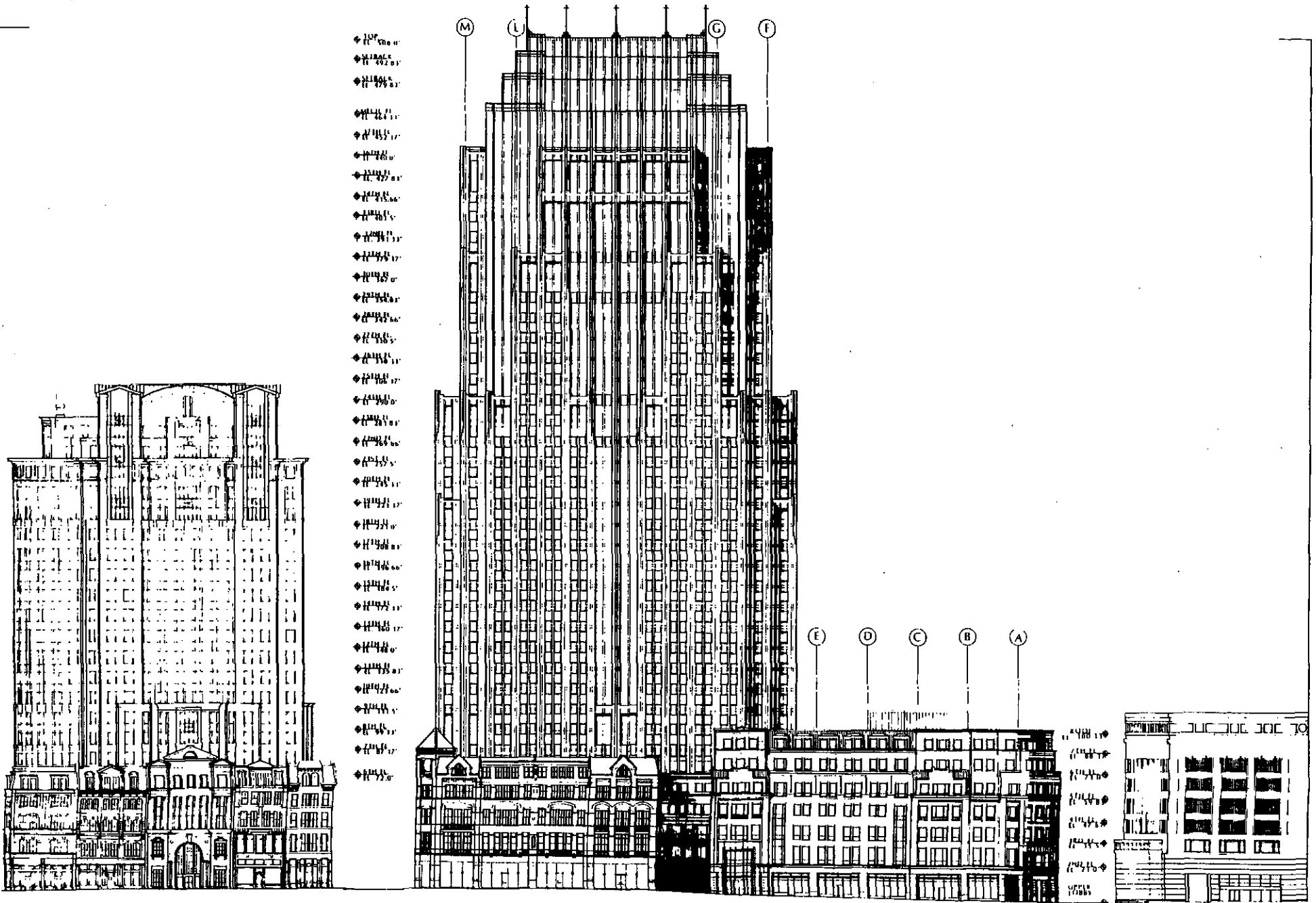


KINGSTON/BEDFORD DEVELOPMENT PLAN
 BOSTON, MASSACHUSETTS 08024
 1 JUNE 1989

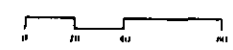
ONE LINCOLN STREET
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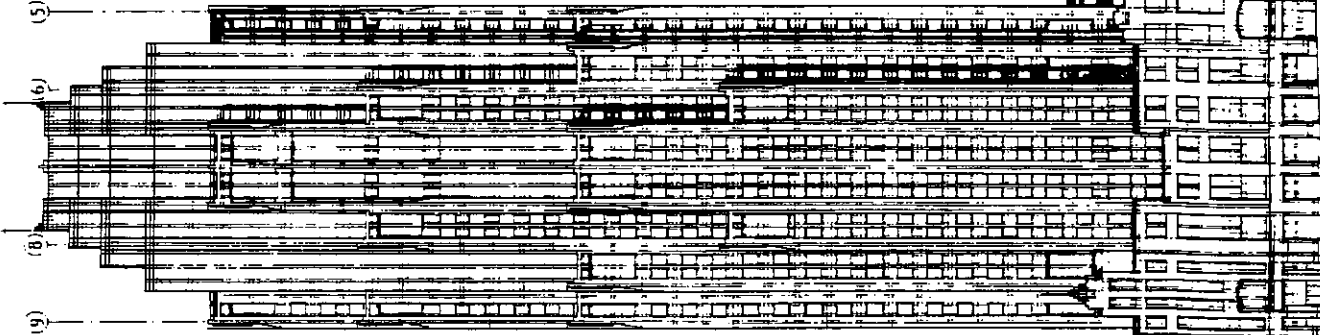


METROPOLITAN/COLUMBIA PLAZA VENTURE, DEVELOPER
 YU SING, INC., INC./BRANNEN ASSOCIATES, INC., ARCHITECT



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- ② 11' 5 1/2" R.F.
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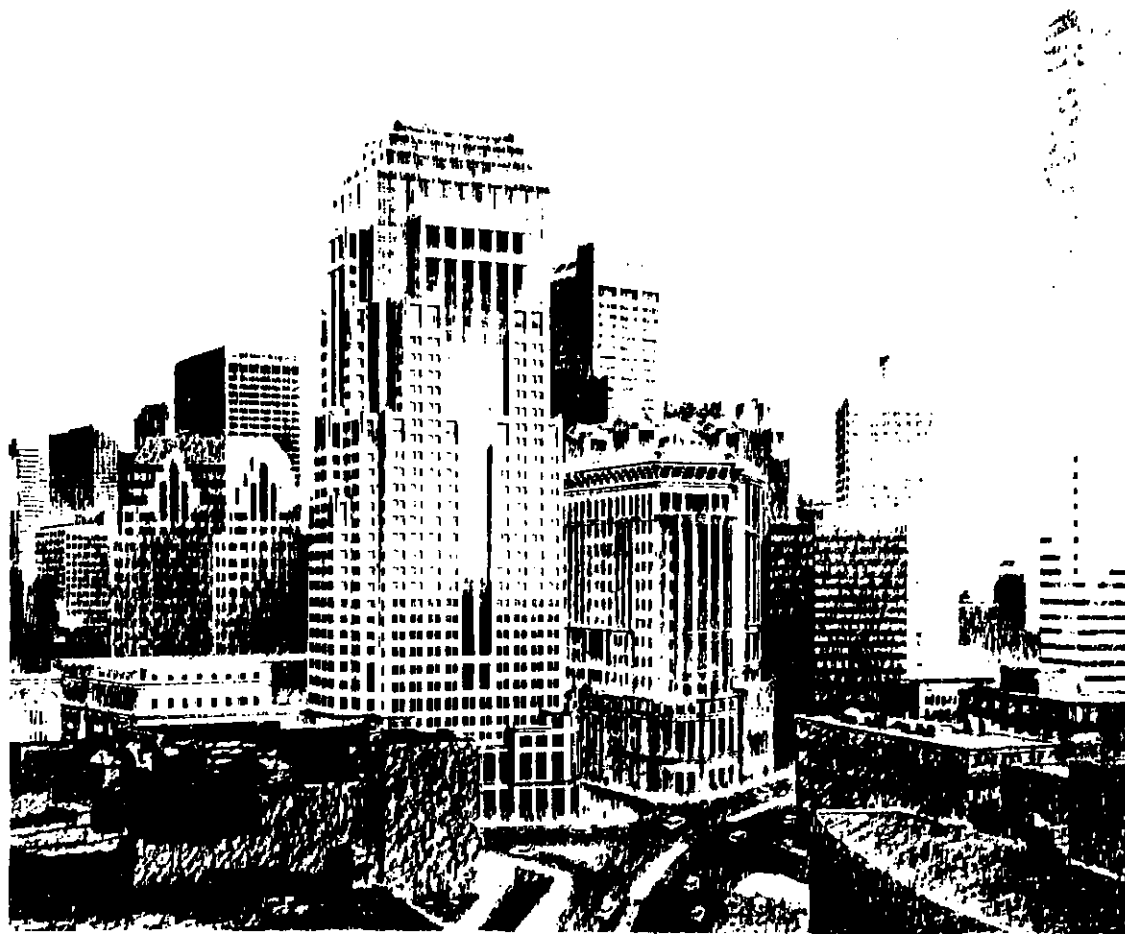
ARCHITECT: JAMES HENNINGSON ARCHITECTS, INC.
 100 WEST 42ND STREET, NEW YORK, N.Y. 10018

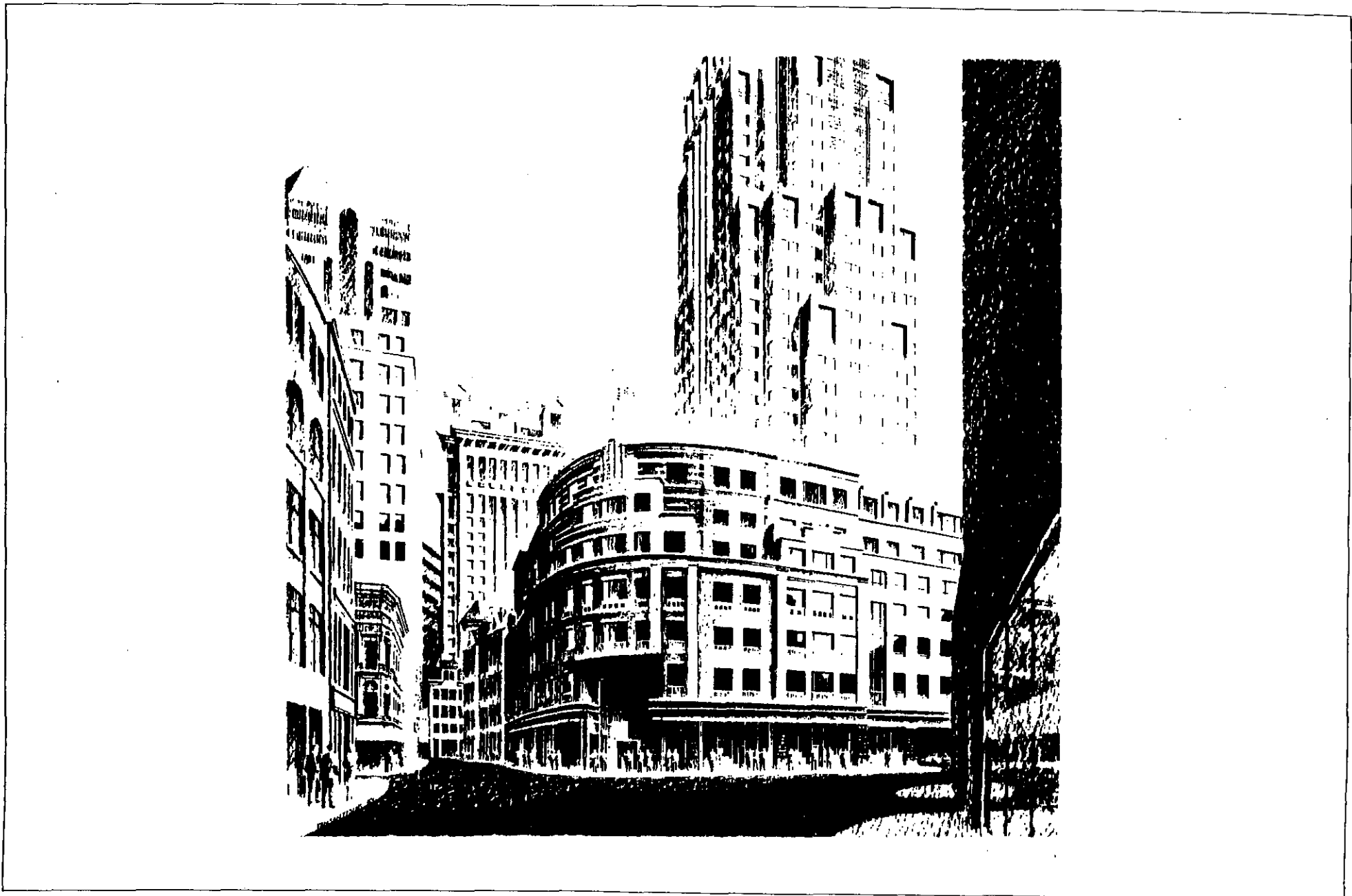
DATE: 10/15/68

ONE KINGSTON STREET
 KINGSFORD DEVELOPMENT

100 WEST 42ND STREET, NEW YORK, N.Y. 10018



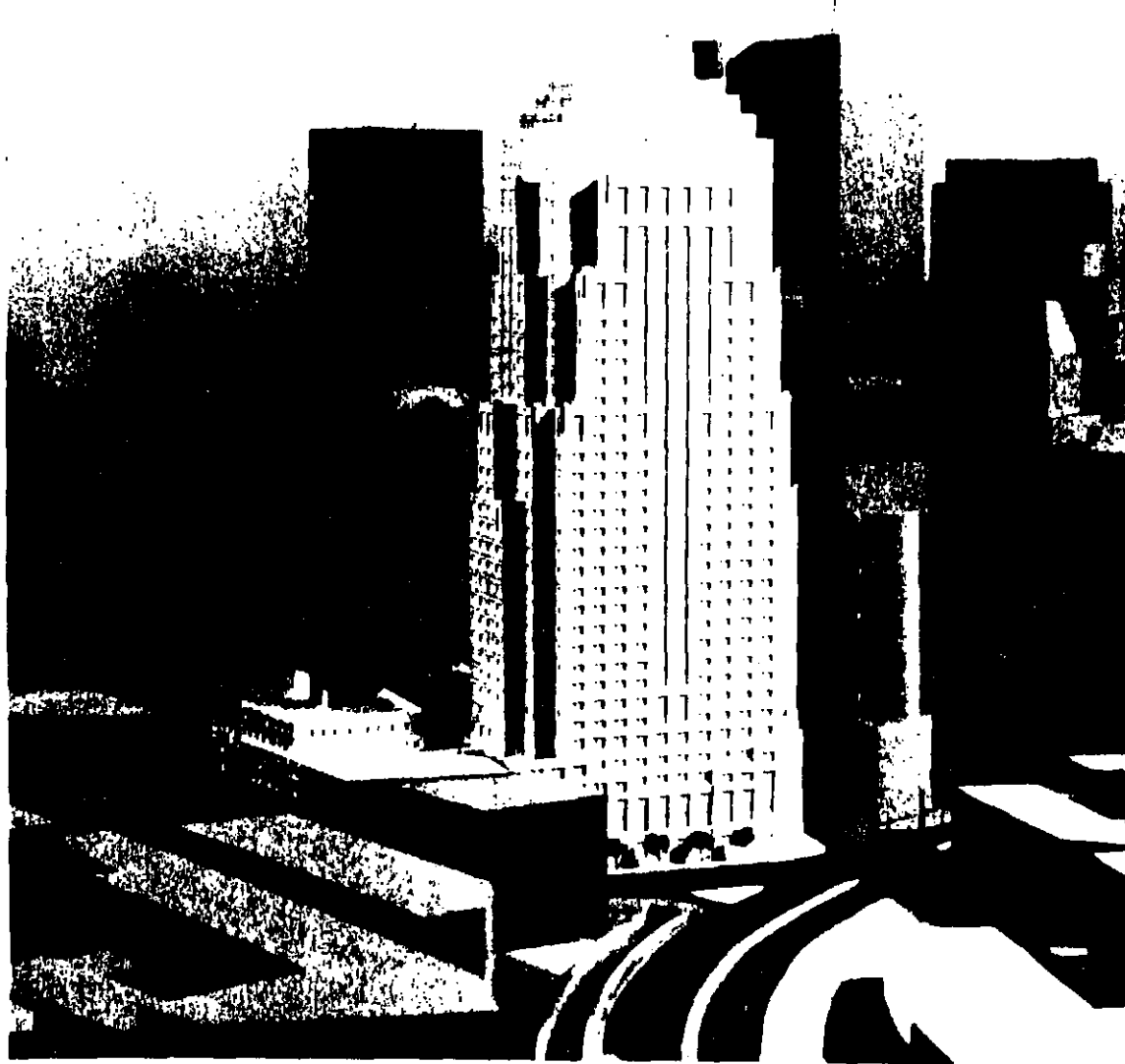




KINGSTON/BEDFORD DEVELOPMENT PLAN
BOSTON, MASSACHUSETTS 88024 1 JUNE 1989

ONE LINCOLN STREET
PERSPECTIVE FROM KINGSTON & BEDFORD STREET

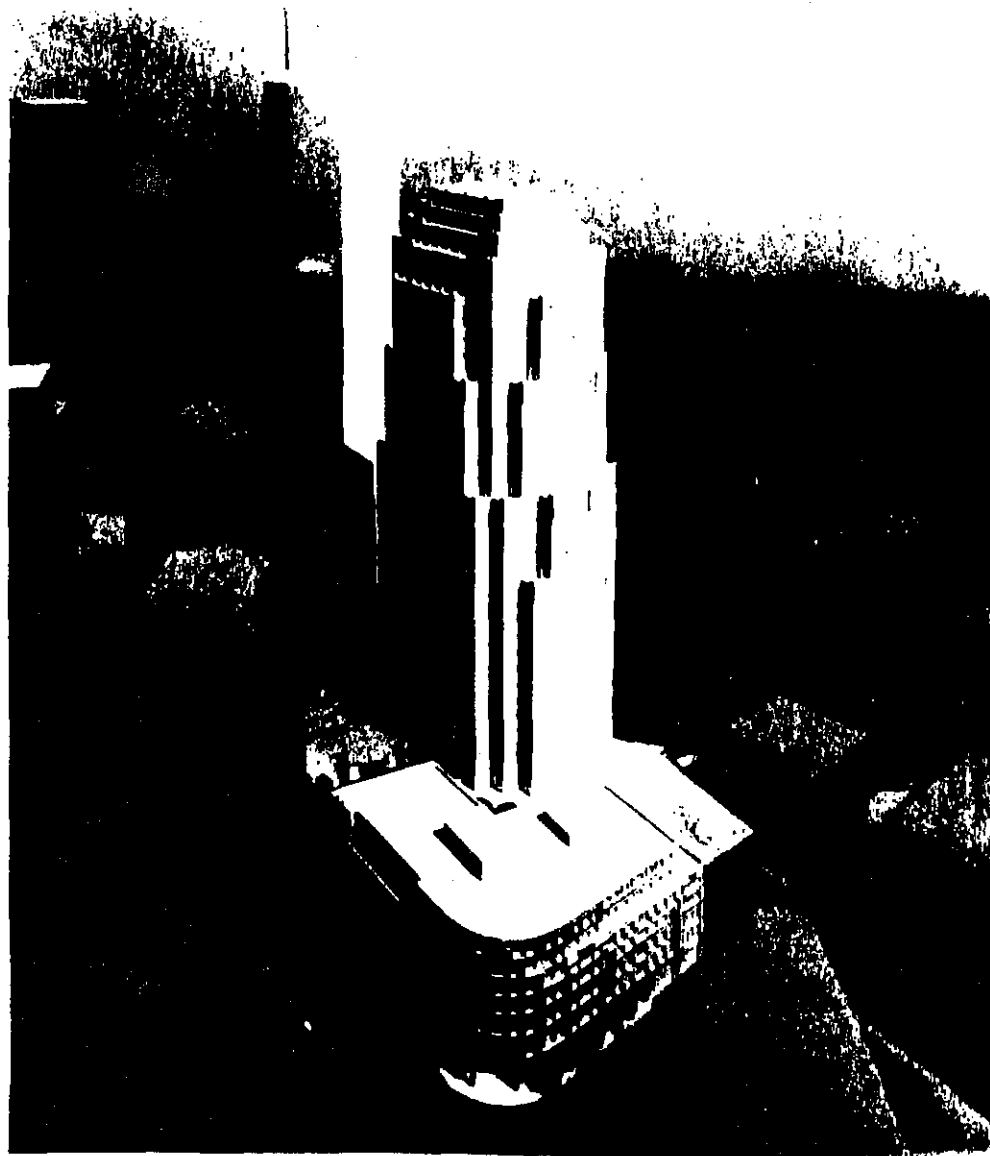
METROPOLITAN COLUMBIA PLAZA VENTURE DEVELOPER
YOUNG, KIM, KANG, BRANNIN ASSOCIATES, INC., ARCHITECT

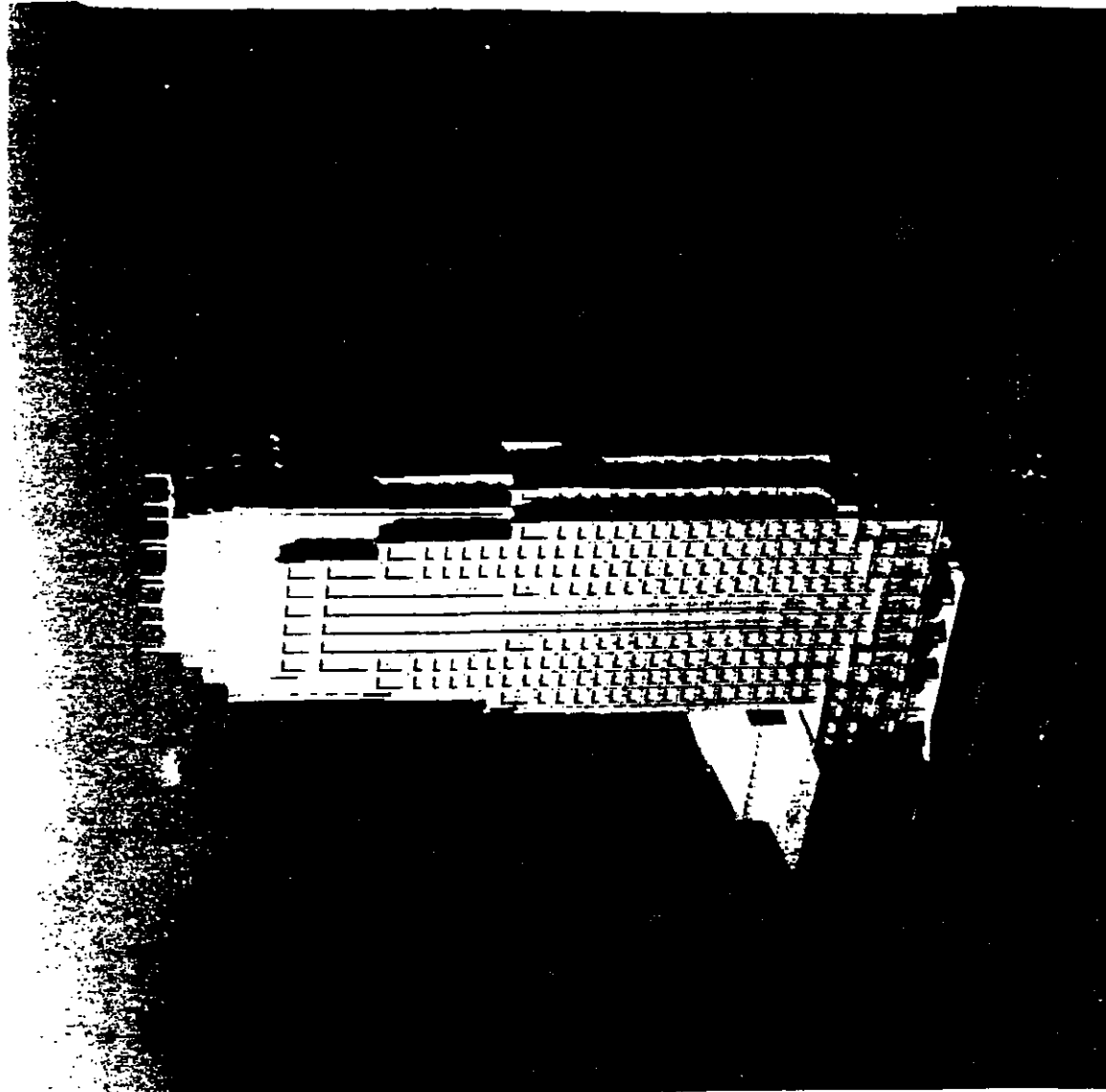


KINGSTON/BEDFORD DEVELOPMENT PLAN
BOSTON, MASSACHUSETTS 02108 1 JUNE 1989

ONE LINCOLN STREET
PHOTOGRAPH OF SOUTH FACE OF BUILDING

METROPOLITAN/COLUMBIA PLAZA VENTURE, DEVELOPER
YU SING JUNG, JUNG/BRANNEN ASSOCIATES, INC., ARCHITECT





KINGSTON HUDFORD DEVELOPMENT PLAN
BENJAMIN MASSACHUSETTS 88024 1 JUNE 1989

ONE LINCOLN STREET
PHOTOGRAPH OF LINCOLN/ESSEX STREET CORNER

METROPOLITAN/COLUMBIA PLAZA VENTURE, DEVELOPER
YU SING, P.A.C., INC./BRANNAN ASSOCIATES, P.A., ARCHITECT

EXHIBIT D
DIMENSIONAL REQUIREMENTS

Dimensional Requirements

An asterisk (*) denotes noncompliance with the specific dimensional requirement set forth in Article 40. However, pursuant to Section 40-13, One Lincoln Street will comply with the Boston Zoning Code and no exception will be required, if One Lincoln Street is consistent with an approved Development Plan. All the figures set forth herein are approximate and are subject to change as a result of changes to One Lincoln Street made in accordance with design, environmental and other development review by the Authority in accordance with Article 31 of the Boston Zoning Code and the Authority's Development Review Procedures.

a. Height

Allowed as-of-right: 465 feet

One Lincoln Street: Approximately 465 feet

b. Floor Area Ratio ("FAR")

Allowed as-of-right: 14.0

Proposed FAR: The gross floor area of One Lincoln Street for FAR purposes is approximately 952,000 sq. ft. The area of the lot as such term is defined in Section 2-1 of the Boston Zoning Code ("Lot Area") is 69,250 sq. ft. The area of the entire PDA ("PDA Area") is 74,082 sq. ft.

The FAR for One Lincoln Street is computed thus:

$$\frac{\text{Gross Floor Area}}{\text{Lot Area}} = \frac{952,000}{69,250} = 13.75$$

$$\frac{\text{Gross Floor Area}}{\text{PDA Area}} = \frac{952,000}{74,082} = 12.85$$

c. Street Wall Continuity

Required for each street: 80%

One Lincoln Street

Kingston Street:	100%
Bedford Street:	100%
Lincoln Street:	100%
Essex Street:	0%*

The Street Wall on Essex Street is not aligned with the existing 88-100 Kingston Street Building due to the anticipated widening of Essex Street.

d. Recesses Above Second Story

	<u>Maximum Depth (feet)</u>	<u>Maximum Aggregate Surface Area (%)</u>
Limits:	15	20
	<u>Maximum Depth (feet)</u>	<u>Aggregate Recessed Surface Area (%)</u>
One Lincoln Street		
Kingston Street:	10	44*
Bedford Street:	10	38*
Lincoln Street:	4	2
Essex Street:	3	9

The recesses above the second story are calculated as follows:

Kingston Street:

Aggregate Surface Area of Street Wall	16,897 sq.ft.
Setbacks between top of second story (35.5 feet) and Street Wall Height (100 Feet)	
2'-0" setback	3,049 sq.ft.
5'-0" setback	1,962 sq.ft.
7'-0" setback	1,259 sq.ft.
9'-6" setback	1,135 sq.ft.
Total recessed above second story	<u>7,405 sq.ft.</u>

Percent recessed above second story:

$$\frac{\text{Total Recessed Area}}{\text{Aggregate Surface Area}} = \frac{7,405}{16,897} = 44\%$$

Bedford Street:

Aggregate Surface Area of Street Wall 20,382 sq.ft.

Setbacks between top of second story
(35.5 feet) and Street Wall Height (100 Feet)

2'-0" setback	3,404 sq.ft.
5'-0" setback	1,745 sq.ft.
7'-0" setback	1,366 sq.ft.
9'-6" setback	<u>1,094 sq.ft.</u>

Total recessed above second story 7,611 sq.ft.

Percent recessed above second story:

$$\frac{\text{Total Recessed Area}}{\text{Aggregate Surface Area}} = \frac{7,611}{20,382} = 38\%$$

Essex Street:

Aggregate Surface Area of Street Wall 13,556 sq.ft.

Setbacks between top of second story
(35.5 feet) and Street Wall Height (70 Feet)

2'-6" setback	<u>1,112 sq.ft.</u>
Total recessed above second story	<u>1,112 sq.ft.</u>

Percent recessed above second story:

$$\frac{\text{Total Recessed Area}}{\text{Aggregate Surface Area}} = \frac{1,112}{13,556} = 9\%$$

Lincoln Street:

Aggregate Surface Area of Street Wall 8,111 sq.ft.

Setbacks between top of second story
(35.5 feet) and Street Wall Height (70 Feet)

3'-0" to 4'-0" setback	<u>163 sq.ft.</u>
Total recessed above second story	<u>163 sq.ft.</u>

Percent recessed above second story:

$$\frac{\text{Total Recessed Area}}{\text{Aggregate Surface Area}} = \frac{163}{8,111} = 2\%$$

e. Street Wall Height

	<u>Maximum Allowed</u>	<u>One Lincoln Street</u>
Kingston Street	100	100
Bedford Street	100	100
Lincoln Street	70	70
Essex Street	70	70

f. Sky Plane Setbacks

<u>Street</u>	<u>Required Above Street Wall Height</u>	<u>One Lincoln Street</u>
Bedford Street	25'	110'
Essex Street	5'	0'*
Kingston Street	35'	130'
Lincoln Street	5'	0'*

77% of the facade on Essex Street between Street Wall Height and 155 feet is set back between 0 feet and 2.5 feet. 23% of such facade is set back 17.5 feet or more.

60% of the facade on Lincoln Street above Street Wall Height and 155 feet is set back between 0 feet and 2.5 feet. 40% of the facade is set back 17.5 feet or more.

<u>Street</u>	<u>Required Above 155' (Total Setback from Street Wall)</u>	<u>One Lincoln Street</u>
Bedford Street	50'	110'
Essex Street	5'	2.5'*
Kingston Street	75'	130'
Lincoln Street	5'	2.5'*

45% of the facade on Essex Street between 155 feet and 295 feet is setback between 2.5 feet and 5.0 feet. 55% of such facade is setback 17.5 feet or more.

72% of the facade on Lincoln Street between 155 feet and 295 feet is setback 2.5 feet. 28% of such facade is setback 17.5 feet or more.

<u>Street</u>	<u>Required Above 295' (Total Setback from Street Wall)</u>	<u>One Lincoln Street</u>
Bedford Street	100'	110'
Essex Street	15'	3.5'
Kingston Street	125'	130'
Lincoln Street	15'	2.5'

Pursuant to Section 40-13.3(6), sixty percent of the horizontal length of a facade may violate the setback requirement.

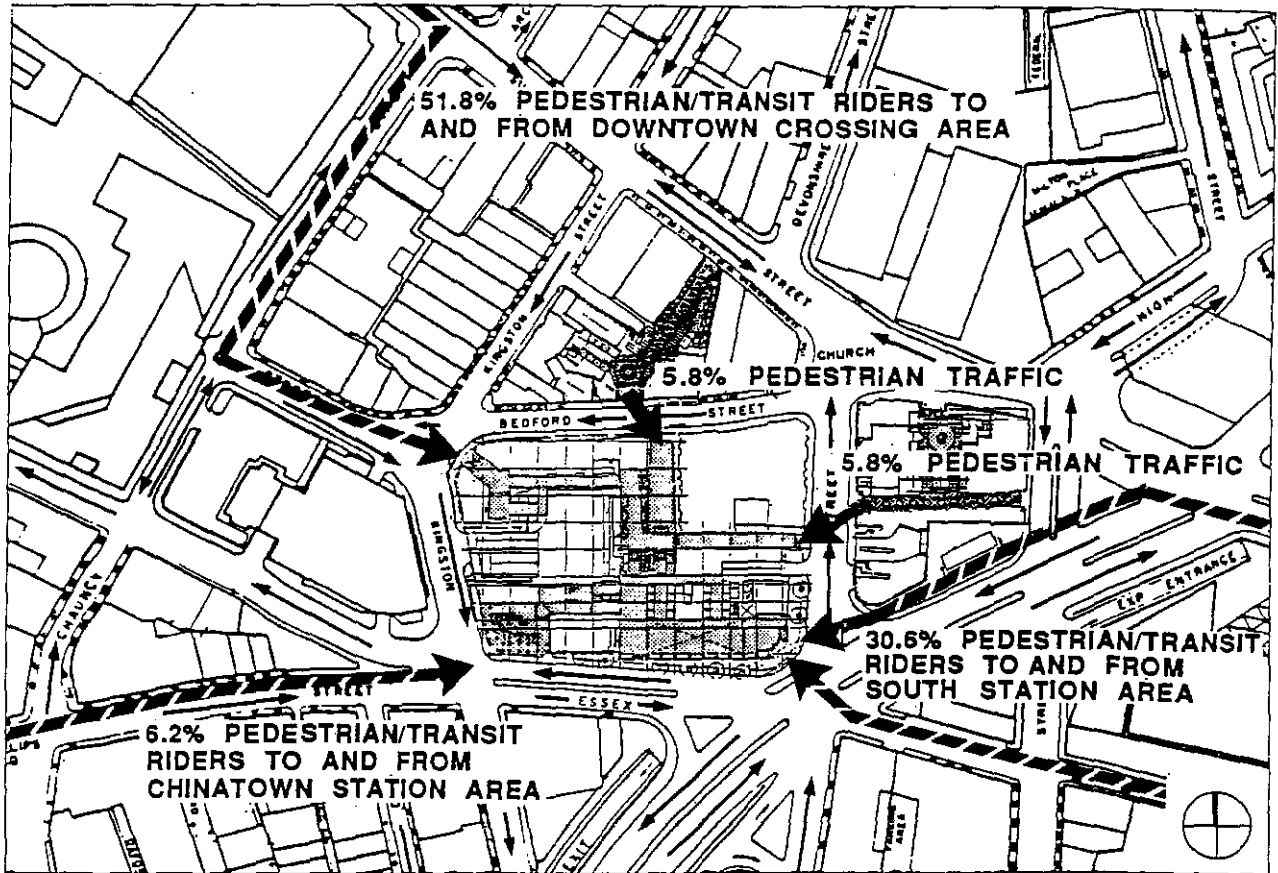
1% of the facade on Essex Street above 295 feet is set back 3.5 feet. 99% of such facade is set back 17.5 feet. Because up to 60% noncompliance is permitted above 295 feet, the setback complies at this level.

47% of the facade on Lincoln Street above 295 feet is set back 2.5 feet. 53% of such facade is set back 17.5 feet. Because up to 60% noncompliance is permitted above 295 feet, the setback complies at this level.

EXHIBIT E
TRAFFIC DIAGRAM

TRAFFIC DIAGRAM

Kingston/Bedford Development Plan
Schematic Design Submission



Traffic Diagram

(incorporating proposed realignment of Essex Street with 2-way traffic)

- ← Direction of Vehicular Traffic
- ▨▨▨▨ Pedestrian/Transit Rider Traffic

EXHIBIT F
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.

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;

(c) holding pre-bid meetings to apprise minority and women subcontractors of available work opportunities with respect to each Project or Phase thereof.

RCJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

8. One Hundred Thousand (\$100,000) Dollar Challenge Grant.

MCPV has contributed Twenty-Four Thousand (\$24,000) Dollars to the Neighborhood Council and the Task Force as a planning grant, matching a similar contribution made by the Authority. The matching grant, the remainder of which will be made by KBJV, will total One Hundred Thousand (\$100,000) Dollars over the next two years, such grant to be made as set forth in a letter agreement between MCPV and the Neighborhood Council dated November 9, 1988 and a letter agreement between MCPV and the Task Force dated November 7, 1988. Pursuant to such letter agreements, such grant will be consistent with the terms of the agreement dated December 19, 1988 by and between the Authority and the Task Force and the agreement dated April 3, 1989 by and between the Authority and the Neighborhood Council.

KBJV's obligation under this Paragraph 8 shall terminate upon full payment to the Neighborhood Council and the Task Force of the \$76,000 remaining to be paid hereunder.

9. Four Hundred Thousand (\$400,000) Dollar Challenge Grant.

KBJV will make available a Four Hundred Thousand (\$400,000) Dollar challenge grant ("\$400,000 challenge grant"), subject to being matched on a two-for-one basis by public or private sources, for developing minority capacity to obtain management level positions in the real estate industry. A portion of such funds shall be used to expand existing programs which provide practical education, training and certificates in a variety of real estate professions, such as property management, appraisal, brokerage and development. KBJV will provide assistance to the Task Force and the Neighborhood Council in the seeking and raising of the matching portion of the funds. No later than the KBE Building Permit Date, KBJV shall deliver Four Hundred Thousand (\$400,000) Dollars (a) to the Authority as escrow agent pending both (i) joint designation by the Task Force, the Neighborhood Council and KBJV (the "Designation") of the recipient or recipients of the \$400,000 challenge grant (the "Grant Recipients") and (ii) receipt by the Authority or the Grant Recipients in accordance with the Designation of matching funds on a two-for-one basis, which receipt has been verified in writing jointly by the Task Force, the Neighborhood Council and KBJV (collectively, (i) and (ii) are referred to as the "Release Conditions"), or (b) to the Grant Recipients in accordance with the Designation if the Release

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

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require that RCJV and KBJV lease space to minority business enterprises under any terms and conditions that are in any respect inconsistent with terms and conditions generally applicable to other lessees at their respective Projects.

RCJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

11. Incubator Space.

RCJV will work with the Advisory Panel to develop a business incubator program in one Phase of Ruggles Center to be designated by RCJV. The goal of the business incubator program is to provide opportunities at relatively low costs for existing or start-up businesses to explore new ideas and business operations. RCJV will provide financial assistance to the business incubator for space planning and build-out of the business incubator operations, the amount of such financial assistance to the business incubator to be amortized over the term of the lease with the business incubator and repaid as additional rent. RCJV will make a good faith effort with the assistance of the Advisory Panel to identify qualified business operators acceptable to RCJV in its sole discretion. In recognition that subsidies will be required for the business incubator program, RCJV will cooperate with the Task Force, the Neighborhood Council and other community groups in their efforts to obtain such subsidies from private or public sources, but RCJV will neither be responsible for obtaining or providing such subsidies nor for the success of the business incubator program.

RCJV's obligations under this Paragraph 11 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority.

12. Notice of Availability of Employment Opportunities.

RCJV and KBJV will each provide either on-site or off-site employment centers, such as kiosks or the posting of bulletin boards, prior to and during the construction of Ruggles Center and One Lincoln Street, respectively, so as to inform the public of available employment opportunities at their respective Projects. After construction of Ruggles Center and One Lincoln Street, it is anticipated that notice of available job opportunities will be posted at a job posting center to be located on-site consistent with the Boston for Boston Employment Program Policy.

RCJV's obligations under this Paragraph 12 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 12 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

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.

BOSTON REDEVELOPMENT AUTHORITY
FACT SHEET

PROPOSED PLANNED DEVELOPMENT AREA ("PDA") NO. 35
DEVELOPMENT PLAN

ONE LINCOLN STREET

Board Action A Planned Development Area designation is requested on the basis of approval of a Development Plan/Development Impact Project Plan for a proposed project ("One Lincoln Street") to be constructed on the parcel of land bounded by Kingston Street, Bedford Street, Essex Street, the John F. Fitzgerald Expressway and Lincoln Street in Boston.

Developer Kingston Bedford Joint Venture, a Massachusetts general partnership. The partnership was organized on January 31, 1989 for the purpose of developing One Lincoln Street.

Site The development site consists of 74,082 square feet of land located in Boston, bounded by Kingston Street, Bedford Street, Essex Street, the John F. Fitzgerald Expressway and Lincoln Street. A site plan is attached as Exhibit A.

General Description of Development Plan One Lincoln Street is a mixed use development consisting of an office building with both a tower and low-rise element. Retail uses will be located on the lower floors. One Lincoln Street also includes an underground parking garage containing parking for up to 920 cars on five levels. In addition, One Lincoln Street has an interior five bay loading dock.

approximately *but no fewer than 850 cars,*

Anticipated Increase in Number of Employees It is anticipated that the development of One Lincoln Street will generate approximately 2000 construction jobs and will provide 4000 permanent jobs.

Development Impact Project Contribution It is estimated that the Housing Linkage Contribution resulting from the development of One Lincoln Street will be approximately \$4,300,000, such amount to be discounted to present value and payed up front as a lump sum payment pursuant to Article 26A of the Boston Zoning Code. It is further estimated that the Jobs Linkage Contribution resulting from the development of One

[Hand additions: in accordance with Zoning Comm. consent to Development Plan.]

Lincoln Street will be \$900,000. The Housing Linkage Contribution and the Jobs Linkage Contribution shall be payable at the times, in the manner and under the conditions specified in the Development Impact Project Agreement or the Housing Creation Agreement.

Estimated
Construction
Time

The Developer anticipates commencing construction of One Lincoln Street in the first half of 1990, and completing construction by the end of 1993.

Zoning

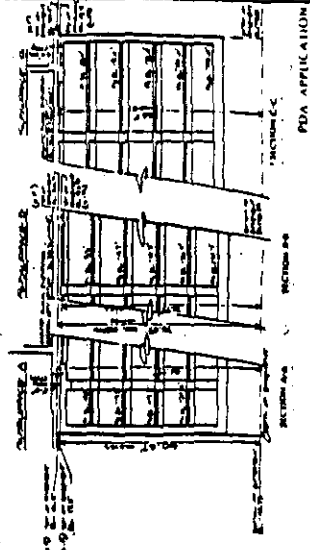
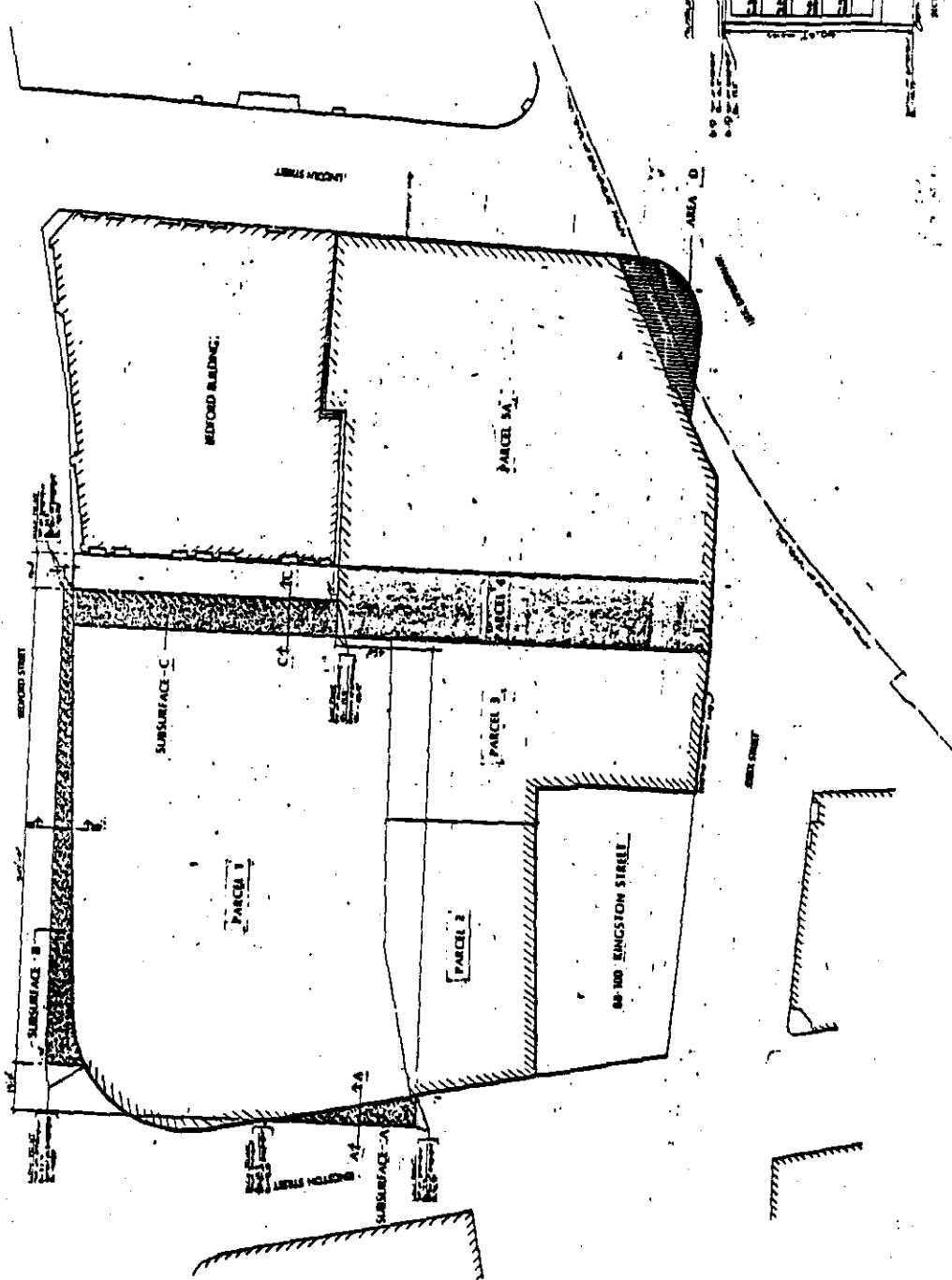
The site is currently located in the Downtown Interim Planning Overlay District, pursuant to Article 27D of the Boston Zoning Code. In addition, the site is located in an M-8 Underlying Zoning District. However, pursuant to Article 27D, new zoning regulations for the portion of the Downtown IPOD which includes the site, the South Station Economic Development Area, are pending approval by the City. Within the South Station Economic Development Area, the site is located in an area designated as the Parcel-to-Parcel Linkage Development Area. One Lincoln Street complies with the requirements applicable within the Parcel-to-Parcel Linkage Development Area, that proposed buildings be in substantial accord with a maximum building height of 465 feet and a maximum FAR of 14.0.

Parcel	Subserved Area*
1	27,482 SF
2	7,018 SF
3	9,110 SF
4	4,892 SF
5A	20,740 SF
SUBSERVED	
A	395 SF
B	1,596 SF
C	1,656 SF
D	1,195 SF
TOTAL	
Sub. TOTAL	88,230 SF
TOTAL	
Sub. TOTAL	24,082 SF

* FOR SUBSERVED AREAS SEE SURVEY ENCLOSURE OF ACTION IN DIVISION OF LANDS ENCLOSURE AND DRAWING TYPIC SHOWING PROPOSED PLANNED DEVELOPMENT "REAR" HOUSING, ETC.

SYMBOL KEY

- ENCLOSED LATERAL REQUIRED FOR GARAGE STRUCTURE
- STREET ENCROACHMENT REQUIRED
- ENCROACHMENT PDA AREA



PDA APPLICATION

PDA
1

YU SPC JNG, LINC/BROWN ASSOCIATES, INC., ARCHITECT



PROPOSED GARAGE
BELOW GRADE

KINGSTON/BEDFORD DEVELOPMENT PLAN

16 JUNE 1989
REVISED 23 MAY 1989

BOSTON, MASSACHUSETTS



Map Amendment Application No. 291
Planned Development Area No. 35
Boston Redevelopment Authority
in behalf of Kingston Bedford
Joint Venture

Land bounded by Kingston Street,
Bedford Street, Essex Street, the John
F. Fitzgerald Expressway, and
Lincoln Street in the South Station
Economic Development Area:
One Lincoln Street: "D" Designation

MAP AMENDMENT NO. 232

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 Development Plan for Planned Development Area No. 35, as amended by the Commission, and amend "Map 1C South Station Economic Development Area" 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 granting the designation "D", indicating a Planned Development Area overlay district to the two blocks in the South Station Economic Development Area bounded by Kingston Street, Bedford Street, Essex Street, the John F. Fitzgerald Expressway, and Lincoln Street which comprises:

Parcels 1, 2, 3, 4, & 5A
Subsurface parcels A, B, & C
Area D

As shown on a plan entitled "Kingston/Bedford Development Plan, Boston, Massachusetts", dated June 16, 1989, revised June 23, 1989, prepared by Yu Sing Jung, Jung/Brannen Associates, Inc., more particularly bounded and described as follows:

Beginning at a point 57.07 feet N 06 31 51 W of the intersection of the easterly sideline of Kingston Street and the northerly sideline of Essex Street, said point being the northwesterly corner of land now or formerly of Kingston Street Associates Limited Partnership; thence running

N 06 31 51 W 0.85 feet to a point; thence turning and running

†Date of public notice: August 11, 1989 (see St. 1956, c. 665, s. 5)

N 06 11 30 W 53.07 feet to a point, said last two courses
 being by Kingston Street; thence turning and
 running

N 85 22 58 W 12.79 feet to a point; thence turning and
 running

N 04 37 02 E 61.83 feet to a point on the easterly sideline
 of Kingston Street; thence turning and running

N 07 04 10 W 14.01 feet to a point; thence turning and
 running

N 06 40 36 W 10.51 feet to a point of curvature, said last
 two courses being by Kingston Street; thence
 turning and running

NORTHEASTERLY 62.06 feet by a curve to the right having a
 radius 50.00 feet to a point of non-tangency;
 thence turning and running

N 04 37 02 E 17.29 feet to a point; thence turning and
 running

S 85 22 58 E 201.50 feet to a point; said point being on
 the extension of the centerline of Columbia
 Street; thence turning and running

S 04 37 02 W 114.71 feet along the centerline of Columbia
 Street to a point; thence turning and running

S 85 22 58 E 15.00 feet to a point on the easterly sideline
 of Columbia Street; thence turning and running

S 84 48 30 E 40.19 feet to a point; thence turning and
 running

N 05 11 30 E 0.17 feet to a point; thence turning and
 running

S 84 48 30 E 22.13 feet to a point; thence turning and
 running

N 06 11 31 E 0.33 feet to a point; said last four courses
 being by land now or formerly of Patrick
 Callahan; thence running

N 06 11 31 E 7.99 feet to a point; thence turning and
 running

S 83 43 56 E 13.60 feet to a point, said last two courses being by land now or formerly of Lincoln National Life Insurance Company; thence turning and running

S 06 16 04 W 0.50 feet to a point; thence turning and running

S 83 43 56 E 64.80 feet to a point on the westerly sideline of Lincoln Street; said last two courses being by land now or formerly of Henry C. Brookings; thence turning and running

S 06 45 32 W 132.21 feet by Lincoln Street to a point of curvature, said point being on the extension of the westerly sideline of Lincoln Street; thence turning and running

SOUTHWESTERLY 37.47 feet by a curve to the right having a radius of 28.00 feet to a point of non-tangency; thence turning and running

N 81 11 30 W 44.63 feet to a point on the northerly sideline of the John F. Fitzgerald Expressway; thence turning and running

S 67 17 17 W 28.69 feet by the John F. Fitzgerald Expressway to a point; thence turning and running

N 85 06 13 W 43.41 feet partially by the John F. Fitzgerald Expressway and partially by Essex Street to the intersection of the easterly sideline of formerly Columbia Street and the northerly sideline of Essex Street; thence turning and running

N 85 05 34 W 30.00 feet to the intersection of the westerly sideline of formerly Columbia Street and the northerly sideline of Essex Street; thence turning and running

N 81 11 30 W 59.81 feet by Essex Street to a point; thence turning and running

N 03 52 59 E 51.94 feet through the middle of a twenty inch party wall to a point; thence turning and running

N 85 48 13 W 0.50 feet to a point; thence turning and running

N 03 52 59 E 16.22 feet to a point; thence turning and running

N 86 51 07 W 14.12 feet to a point; thence turning and running

S 03 08 53 W 0.83 feet to a point; thence turning and running

N 86 51 07 W 107.51 feet through the middle of a twenty inch party wall to the point of beginning, said last six courses being by land now or formerly of Kingston Street Associates Limited Partnership.

Containing 74,082 square feet, more or less, or 6,882 square meters, more or less, or 1.70 acres, more or less.

Development Plan for Planned Development
Area No. 35
Map Amendment Application No. 291

Map Amendment No. 232

Richard B. Foster

Chairman

Robert P. Mean

Vice Chairman

Jan M. McBeth

Joseph W. Joyce

Ava Arona Terry

Clayton Fordie

Matthias Bernard Welsh

Edward J. D'Agostino

In Zoning Commission

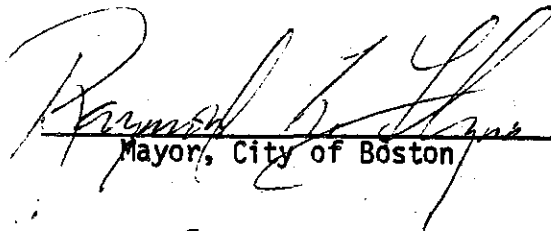
Adopted September 11, 1989

Attest:

Marguerite Heldebrand
Secretary

Development Plan for Planned Development
Area No. 35
Map Amendment Application No. 291

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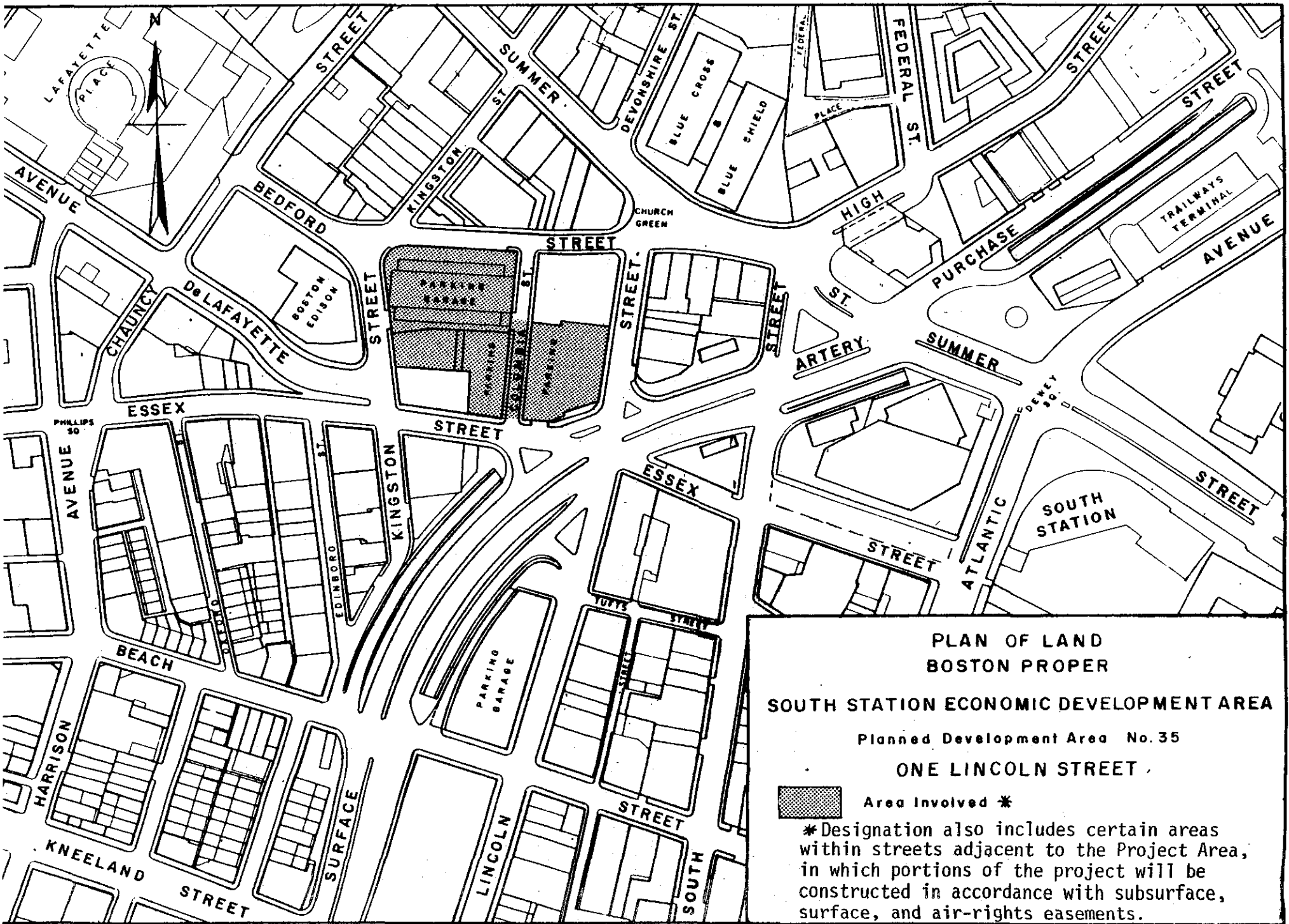


Mayor, City of Boston


Date: September 13, 1989

The foregoing amendment was presented to the Mayor on 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
BOSTON PROPER
SOUTH STATION ECONOMIC DEVELOPMENT AREA
 Planned Development Area No. 35
ONE LINCOLN STREET

 Area Involved *

* Designation also includes certain areas within streets adjacent to the Project Area, in which portions of the project will be constructed in accordance with subsurface, surface, and air-rights easements.

