

OLD APPROVAL: 12/15/11
ZC APPROVAL: 1/18/12
EFFECTIVE: 1/18/12

**FIRST AMENDMENT TO DEVELOPMENT PLAN
FOR
PLANNED DEVELOPMENT AREA NO. 64**

**PIER 4
SOUTH BOSTON WATERFRONT
Boston, Massachusetts**

Dated: December 15, 2011

Pursuant to Section 3-1A and Article 80C of the Zoning Code of the City of Boston (the “**Code**”), this plan constitutes the First Amendment to Development Plan for Planned Development Area No. 64 (the “**First Amendment**”).

**I. THE EXISTING PDA DEVELOPMENT PLAN FOR PDA NO. 64 AND
PROJECT BACKGROUND**

Project Site: Pursuant to Section 3-1A of the Code, the Boston Redevelopment Authority (the “**Authority**”) by a vote taken on March 24, 2005 approved the Development Plan (the “**Original Development Plan**”) for Planned Development Area No. 64 (“**PDA No. 64**”) in connection with the development of a mixed-use project to be known as Pier 4 (the “**Project**”). On May 4, 2005, the Zoning Commission of the City of Boston (the “**Commission**”) approved the Original Development Plan and Map Amendment No. 448 (the “**Map Amendment**”) establishing PDA No. 64, which Original Development Plan and associated Map Amendment were effective May 10, 2005. The Original Development Plan included an area of approximately 412,745 square feet (the “**Site**”) bounded by Boston Harbor to the north and east, Fan Pier to the west, and Seaport Boulevard to the south, as further described in the Original Development Plan, including approximately 232,354 square feet of buildable land (the “**Buildable Land**”) and approximately 180,391 square feet of Land Under Ocean. The Site is located within Boston’s Innovation District.²

As reflected in the Original Development Plan, a portion of the Site is currently owned by the BRA on behalf of itself and the City. This First Amendment reaffirms the BRA’s obligation to convey such parcels (so called “Parcels A-2 and A-3”) to Anthony’s pursuant to that certain “land swap” agreement dated July 10, 1998, as amended.

¹ In addition, for purposes of calculating FAR or as otherwise required herein, any part of the Site over which a pedestrian or access easement is granted, if any, shall be considered Buildable Land and shall be included in determining the applicable lot area, notwithstanding anything in the Code to the contrary.

² As the application for approval of the Original Development Plan was submitted prior to the first notice of public hearing for the adoption of Article 37 of the Code, Article 37 does not apply to the Modified Project (as defined herein).

II. FIRST AMENDMENT TO DEVELOPMENT PLAN FOR PDA NO. 64

This First Amendment amends the Original Development Plan to provide for a change of the use of the upper floors of the Office Building (as defined in the Original Development Plan)(hereinafter the “**High Rise Residential Building**”) from office to residential use (the “**Change of Use**”) and to provide for other minor changes as described herein. The Original Development Plan is hereby amended by this First Amendment as set forth below. (The First Amendment and the Original Development Plan are hereinafter collectively referred to as the “**Development Plan**”). Section references and section titles set forth below shall refer to sections and section titles of the Original Development Plan and shall replace and supersede or amend (or supplement where not previously used) such sections and such section titles of the Original Development Plan, as appropriate. Other relevant sections of the Development Plan shall be deemed modified in a consistent manner in order to effectuate the Modified Project (defined below) to the extent necessary. All references to office uses shall be disregarded, all references to the “Office Building” in the Development Plan are hereby changed to refer to the “High Rise Residential Building” and all references to the “Residential Building” are hereby changed to refer to the “Wharf Residential Building”. Capitalized terms used, but not defined, herein shall have the meanings assigned to such terms in the Original Development Plan or the Code as in effect as of the date of the Original Development Plan, without giving effect to any subsequent amendments to the Code.

The Project as modified by the Change of Use and the other minor changes described herein (hereinafter the “**Modified Project**”) will contribute to the city’s economic well-being through the provision of construction and permanent jobs, the creation of new housing opportunities in the Innovation District, and providing spaces for innovation and public gathering on the waterfront. All references to the Project in the Original Development Plan shall be changed to the Modified Project. The Modified Project and First Amendment, for the reasons and findings set forth in the Original Development Plan, (i) adequately and sufficiently satisfy all criteria for the establishment of a PDA under Section 27P-16 of the IPOD; (ii) adequately and sufficiently satisfy all criteria for the establishment of a PDA for the Site under Sections 42E-15 through 42E-20 and Section 80C-4 of the Code and all other applicable provisions of the Code; and (iii) will serve to meet many of the goals of Article 42E of the Code, the IPOD, the Municipal Harbor Plan and the Public Realm Plan.

1. Project Site. The Site is approximately 412,745 square feet and the Buildable Land includes the area of the existing pier structure at the north end of the Site. Prior to completion of the new street grid in the area of the Site, the Modified Project may have frontage and access to and from the Site on (i) a private parcel over which the Modified Project has an access easement; (ii) a private way open to public travel; or (iii) a public way. Notwithstanding anything to the contrary in the Code, such frontage and

access shall be permitted and deemed to comply with the Code. As recognized in the Original Development Plan, the Site may be reconfigured into a number of smaller parcels. The smaller parcels may have lot lines that differ above-, at- or below-grade with no effect on the zoning compliance of any such lot. The last sentence of the Project Site Section is revised to provide in (iii) that parking and loading space requirements of the Development Plan must be met on each separate subparcel standing alone. Once a Certificate of Consistency has been issued for a Project Component, such component will be deemed to be in compliance with all zoning requirements, notwithstanding the status and/or noncompliance of any other Project Component.

As contemplated in the Original Development Plan, the Project will be subject to a Common Area Easement providing for the ongoing use, operation and maintenance of the Waterfront Plaza, Waterfront Park, Water Commons, Harborwalk, and Civic Space by the Common Area Entity, an entity in which all of the owners of Project Components are members. Said easement will be subject to the review and approval of DEP (as defined below) in accordance with the requirements of the CWD (as defined below) and will require the Common Area Entity adhere to the Maintenance and Management Plan referred to in the Original Development Plan.

2. Project Approvals. Since the approval of the Original Development Plan, on August 1, 2006 the Department of Environmental Protection (“DEP”) issued a Consolidated Written Determination (as amended, extended and/or modified, the “CWD”) for the Project, which CWD was extended through August 1, 2018. In accordance with the requirements of the CWD, the Proponent has submitted applications for Chapter 91 licenses for the Project and will seek the issuance of such licenses as the development of the Project proceeds. The Proponent or a developer for a Project Component may enter into a one or more Transportation Access Plan Agreements, Cooperation Agreements, Development Impact Project Agreements, Boston Residents Construction Employment Agreements or other agreements pursuant to Article 80B of the Code for the entire project, or each component thereof, and if for each component thereof. The obligations under such agreements and hereunder as to the individual Project Components shall be several and not joint, and shall be binding independently upon and inure independently to the benefit of the owners of each of the respective Project Components from time to time.

3. Project Description. A revised site plan is attached hereto as **Exhibit D**, and revised illustrative elevations and schematic plans are attached hereto as **Exhibit E**. To the extent not modified hereby, the existing Schematic Plans attached to the Original Development Plan shall continue to be applicable. With respect to the Change of Use, this Plan approves the use of the High Rise Residential Building for residential, retail, restaurant, parking, civic space, innovation space, and other facilities of public accommodation.

In total, the Modified Project will include up to 1,001,700 square feet of floor area, including approximately 20,000 square feet of Civic Space (as such Civic Space is

more particularly described below), approximately 625,000 square feet of gross floor area devoted to Residential Uses³, up to 314,700 square feet of gross floor area devoted to Hotel Uses, and up to 35,000 square feet of gross floor area devoted to Other Uses (as defined in Exhibit G to the Original Development Plan). The Hotel/Residential Building will be used primarily for hotel and/or residential uses, depending upon market conditions at the time of the construction of such building. The Proponent has the right, but not the obligation, to build the Project in one or more phases. Further, the Project's parking garage may be constructed in one or more phases, and may be physically connected between one or more phases, or may service each phase individually. The Proponent may provide, but is not required to provide, up to 200 paid public parking spaces to be constructed as part of one or more Project Components as such number may be adjusted based on final design plans, but such spaces shall not be required in the garage serving the High Rise Residential Building. In addition, and notwithstanding any requirements herein, until the Wharf Residential Building is constructed, the building containing the Existing Restaurant use may be repaired, reconstructed and/or reconfigured⁴ and used for one or more Restaurant/Entertainment Uses permitted herein without counting towards any dimensional, parking, loading or open space requirements. The Project will continue to include significant improvements to the public realm, including, the Waterfront Park, the Waterfront Plaza, the Water Commons, the Harborwalk, the All-Seasons Gathering Area and the Civic Space. These improvements will be constructed in accordance with the CWD. Notwithstanding anything to the contrary in the Plan, the Proponent shall not be required to construct the Waterfront Park or that portion of the permanent Harborwalk traveling along the northern pier edge unless and until the construction of the Wharf Residential Building is complete.

As described below, the Proponent has also committed to provide innovation micro units in the High Rise Residential Building, which shall be deemed to be the Modified Project's satisfaction of any and all requirements imposed as a result of the Modified Project's location in Boston's Innovation District.

4. Project Elements

Waterfront Park and Waterfront Plaza. Notwithstanding the description of the Waterfront Park and Waterfront Plaza as parks, they shall be considered landscaped open spaces for all intents and purposes, subject to maintaining the design, amenities and programming described in the Development Plan, and shall not be subject to or trigger additional review of the Modified Project by other boards, agencies or commissions of the City.

³ The amount of Residential Uses may vary and increase depending upon the final configuration and use of the Hotel/Residential Building, but will in all cases be subject to the Modified Project's gross floor area cap of 1,001,700 square feet.

⁴ With respect to the Existing Restaurant building, the Proponent may elect to utilize and comply with underlying zoning, or may elect to demonstrate zoning compliance by obtaining a Certification of Consistency pursuant to Section 80C-8 of the Code and the Development Plan, notwithstanding underlying or contrary provisions of the Code.

Water Commons. The Water Commons will be constructed in connection with the development of the first phase of the Project, in accordance with the provisions of the CWD. The design of the Water Commons has been streamlined, reducing impacts on the watershed. The more efficient float layout meets all of the prior water taxi and touch and go temporary mooring space requirements with full ADA-compliant accessibility. A revised schematic drawing for the Water Commons is included in **Exhibit E**.

Sidewalks/Streetscape. As shown on the Schematic Plans, the Modified Project will continue to maintain the same active streetscape and sidewalks as described in the Original Development Plan.

Parking and Loading Facilities. Paid public parking is not required in the Garage accessory to the High Rise Residential Building. The Garage phases may be connected or unconnected as provided below. The Modified Project shall provide the number of bicycle racks and related amenities as required at the time of approval of the Original Development Plan.

5. Other Project Elements

Ground Floor Uses. As shown on the Schematic Plans, the Ground Floor uses are consistent with the Original Development Plan. The Ground Floor plan has been revised to accommodate the Change of Use.

Civic Space. As more particularly shown on the Schematic Plans, the Civic Space may consist of a combination of exterior (ground level), first floor and mezzanine space within and proximate to the High Rise Residential Building. As provided in the Maintenance and Management Plan, the final design, layout, construction and programming of the Civic Space will be set forth in the Maintenance and Management Plan, which will be reviewed and approved in accordance with the CWD, when a Civic Space user is identified. The exterior, if containing Civic Space, and first floor civic space will be interconnected with the mezzanine level, both in terms of the design and programming, making the Civic Space a cohesive space.

6. Municipal Harbor Plan Requirements. The Modified Project continues to comply with the Municipal Harbor Plan requirements as shown on Figure SD-O, included in the Schematic Plans.

7. Urban Design Context. The Modified Project continues to comply with the Urban Design requirements as shown in Exhibit D, the Site Plan, and Exhibit E, the Schematic Plans.

8. Proposed Traffic Circulation. A revised plan showing the general arrangement of streets and sidewalks for the Modified Project is attached hereto as **Exhibit F**. A Revised Phasing Schedule and Revised Phasing Plans are attached hereto as **Exhibit H**. The interim roadway configuration for Northern Avenue and East Service Road Extension is shown on the Phasing Plan PH-1 in **Exhibit H**. The Proponent, at its election, may change the name of East Service Road Extension to Pier 4 Boulevard.

9. Zoning.

Prior PDA. The First Amendment shall amend the Original Development Plan.

Proposed Uses. In accordance with Section 80C-9 of the Code, consistency of the Project or any component or subcomponent thereof with this Plan constitutes compliance with the density, dimensional, use and other requirements of the Code to the extent such requirements have been addressed in this Development Plan. To the extent that any aspect of the Modified Project is in conflict with any requirement of the Code applicable in the underlying Fort Point Waterfront Zoning District, such requirement shall be deemed inapplicable to the Modified Project and shall be deemed waived upon approval of this Development Plan. No Interim Planning Permit shall be necessary for any work at the Site done in accordance with this Plan.

This Plan approves the following uses for the Modified Project as specified herein: (i) the Civic Space may be used for Civic Uses and uses related to such uses; (ii) the ground and mezzanine floors of the Wharf Residential Building, the Hotel/Residential Building and the High Rise Residential Building, other than the Civic Space and the area on the mezzanine level of the High Rise Residential Building designated as the All Seasons Gathering Area, may be used for (A) Other Uses (as defined on Exhibit G to the Development Plan), (B) Accessory Uses (as defined on Exhibit G to the Development Plan) ordinarily incident to Other Uses, (C) to the extent shown on the Schematic Plans, Loading Uses, and (D) to the extent permitted under the Chapter 91 regulations, Upper Floor Accessory Services (as defined in the Chapter 91 regulations at 310 CMR 9.02); (iii) any and all floors of the High Rise Residential Building and the Wharf Residential Building may be used for Residential Uses (as defined on Exhibit G to the Development Plan) and for Accessory Uses ordinarily incident to Residential Uses; (iv) any and all floors of the Hotel/Residential Building other than the ground floor may be used for Residential Uses and/or Hotel Uses (as defined on Exhibit G to the Development Plan) and for Accessory Uses ordinarily incident to Residential Uses or Hotel Uses, as applicable; (v) any and all underground floors of the Wharf Residential Building, the Hotel/Residential Building, and the High Rise Residential Building may be used for Parking Uses (as defined on Exhibit G to the Development Plan); (vi) the areas of each of the Wharf Residential Building, the Hotel/Residential Building, and the High Rise Residential Building shown on the Schematic Plans as the locations of loading bays may be used for Loading Uses (as defined on Exhibit G to the Development Plan). The High Rise Residential Building may also include, on any and all floors other than the ground floor, up to approximately 15% of the total residential units in the High Rise Residential Building as so-called innovation micro units. Such micro units may be as small as 350 SF notwithstanding any residential unit dimensional requirements in the Code; may be grouped together or spaced throughout the High Rise Residential Building; may have associated working space outside such micro units within the High Rise Residential Building for use by the micro unit occupants; and together with the associated working space, shall be considered a residential use for compliance with the Code. The micro units will not be income restricted and will not be considered residential units for the purposes of calculating the Modified Project's affordable housing requirements.

The Modified Project will involve the following uses which will comprise the following minimum or maximum gross floor areas of the Project:

	<i>Maximum/Minimum Gross Floor Area</i>
Total Project	1,001,700 square feet (maximum)
Residential Uses (including the innovation micro units)	625,000 square feet (maximum, subject to the above and below) with up to 385,000 square feet in the High Rise Residential Building; 314,700 square feet in the Hotel/Residential Building; and 240,000 square feet in the Wharf Residential Building, provided the cap of 625,000 square feet of Residential Uses and the Total Project cap of 1,001,700 are not exceed
Hotel Uses	314,700 square feet (maximum subject to the below)
Other Uses	35,000 square feet (maximum) ⁵
Loading Uses	7,000 square feet (minimum)
Civic Uses	20,000 square feet (minimum)

As noted above, the Hotel/Residential Building may be used for predominantly Hotel use, predominantly Residential use, or some combination of the two in order to respond to market conditions. In order to facilitate construction, the gross floor area attributable to Residential use or Hotel use in the Hotel/Residential Building may be converted to and added to the gross floor area of the other such use, with the maximum gross floor area of the receiving use being increased by the amount of the converted and added floor area.

10. Provision of Day Care Facilities.

The Project, following the Change of Use, will not create more than 100,000 square feet of gross floor area not devoted to residential, hotel, or community or cultural uses and a daycare, pursuant to Section 42E-21 of the Code is no longer required.

11. Affordable Housing Contribution.

Pursuant to the Original Development Plan and the executive orders issued by the Mayor of the City of Boston on February 29, 2000 and February 3, 2005 entitled “An Order Relative to Affordable Housing” and “An Order Relative to the Affordable Housing Cost Factor” (collectively, the “Prior Executive Order”), the Project was subject to a requirement that (i) at least 10% of the dwelling units proposed as part of the Project be Affordable, or (ii) the Proponent cause the creation, rehabilitation or preservation of Affordable residential units off-site by making a monetary contribution to the BRA in the amount required by Section 42E-18 of the Code. Under this First Amendment to PDA

⁵ Excluding any square footage attributable to continuation of a Restaurant or Entertainment Use in the existing restaurant building (currently totaling approximately 55,108 square feet).

and the Notice of Project Change, the number of residential units in the Project has increased and such change is subject to the Prior Executive Order, as amended by the Mayor’s Executive Orders dated May 16, 2006 and September 27, 2007, entitled “An Order Relative to the Inclusionary Development Policy” and “An Order Relative to the Inclusionary Development Policy’s Income Policy” respectively (collectively, the “Current Executive Order”). To fulfill its affordable housing commitment in a manner substantially consistent with the overall planning goals of the Executive Order and the Inclusionary Development Program Guidance for Developers (the “IDP Guidance”), the Proponent has committed to the following affordable housing commitment for the Modified Project, which shall be memorialized in one or more affordable housing agreements executed by and between the Proponent (and/or any successor land owners, condominium unit owners, or ground lessees of portions of the Modified Project) and the BRA. The provision of such affordable units by the Modified Project shall be deemed to satisfy any applicable affordable housing requirements under Article 42E of the Code and/or the IPOD as well as the requirements of the Prior Executive Orders and IDP Guidance with respect to the Modified Project. Innovation micro units shall not count as residential units for purposes of calculating affordable units and shall not be income restricted.

Affordable Housing Commitment:

High Rise Residential Building: The High Rise Residential Building shall include no more than 388 residential units, including micro innovation units. The Proponent has committed that ten percent (10%) of the residential units (not including the innovation micro units) in the High Rise Residential Building (the “Phase I Total Units”) will be on-site Affordable Units (the “Phase I Affordable Units”). The BRA and Proponent have agreed that the Phase I Affordable Units shall be made up of the following: twelve (12) of the Phase I Affordable Units will be affordable to persons earning no more than 80% of the Area Median Income; thirteen (13) of the Phase I Affordable Units will be affordable to persons earning between 80% and 120% of the Area Median Income, with an average affordability of 100% of the Area Median Income; and the remaining Phase I Affordable Units will be affordable to persons earning no more than 80% of the Area Median Income. Additionally, the Proponent will provide a cash contribution equal to fifteen percent (15%) of the Phase I Residential Remaining Market Rate Units (as calculated according to the formula set forth below) multiplied by \$200,000 per unit, which payments shall be made in seven (7) equal annual installments commencing upon the issuance of a building permit for the Phase I Residential Building. The Phase I Residential Remaining Market Rate Units shall be calculated according to the following formula:

$$(Phase\ I\ Total\ Units - 250) \quad \text{minus} \quad \frac{(Phase\ I\ Affordable\ Units - 25)}{.13}$$

If the number of residential units in the High Rise Residential Building increases above 388 units including micro innovation units, then the Proponent shall amend the PDA Plan in accordance with Article 80C of the Code.

Later Phases - Wharf Residential and/or Hotel/Residential Building

(Condominium): The total number of residential units for the Project shall not exceed 645 units (including micro innovation units). The Wharf Residential and/or Hotel/Residential Building (Condominium) shall have a maximum of 645 units minus the total Phase I Residential Building units (including micro innovation units). The Proponent has committed that six and a half percent (6.5%) of the total number of for-sale residential condominium units (the “Later Phases Total Condo Units”), rounded to the next highest integer, in the Wharf Residential Building and/or the Hotel/Residential Building, as applicable, will be Affordable Units (the “Later Phases On-Site Affordable Condo Units”), 50% of which will be affordable to persons earning no more than 80% of the Area Median Income, and 50% of which will be affordable to persons earning between 80% and 100% of the Area Median Income. In such a condominium project(s), the Proponent has also committed to providing a cash contribution equal to fifteen percent (15%) of the Later Phases Remaining Condominium Market Rate Units (as calculated for each building separately and independently according to the formula set forth below) multiplied by \$200,000 per unit, which payment shall be made prior to the issuance of a building permit for the Wharf Residential Building and/or the Hotel/Residential Building, as applicable. The Later Phases Remaining Condominium Market Rate Units for each of the Wharf Residential Building and/or the Hotel/Residential Building, as applicable, shall be calculated for each building separately and independently according to the following formula:

$$\text{Later Phases Total Condo Units} \quad \text{minus} \quad \frac{\text{Later Phases On-Site Affordable Condo Units}}{\underline{\hspace{10em}}} \\ \hspace{10em} .13$$

If the number of residential units in the Wharf Residential and/or Hotel/Residential Building (Condominium) results in an increase for the total residential units in the Project above 645 units, including micro innovation units, then the Proponent shall file a Notice of Project Change and amend the PDA Plan in accordance with Article 80C of the Code.

12. **Parking Facilities.** No paid public parking spaces are required in the Garage segment to be part of the High Rise Residential Building. The Garage, if constructed in phases, may be subsequently connected so as to provide one interconnected Garage. Alternatively, each Project Component may have a Garage located on its Project Parcel unconnected to other Garage phases or connected to one another, but not all Garage phases. The limitation to only two (2) operational permanent access ramps to the Garage shall only apply if the entire connected Garage is constructed; each Garage segment may have at least one permanent access ramp. The Project shall provide at least .65 parking spaces for each residential unit (exclusive of innovation micro

units), such parking ratio being the only parking requirements applicable to the High Rise Residential Building and uses therein. This Plan approves the continued use of surface parking at the Site serving the Modified Project or any preexisting uses on the Site, as the same may be repaired, reconstructed, and/or reconfigured, on an interim basis until completion of the Modified Project in its final full-build condition.

13. Sea Level Rise. Each Project Component, at the time of the issuance of an initial building permit for such component, will comply with applicable state and city laws and regulations for addressing sea-level rise. The issuance of a Certificate of Consistency for such component shall be conclusive evidence such component complies with this requirement.

14. Temporary Sign. Notwithstanding Article 11 of the Code, the Proponent is hereby permitted to maintain (and/or relocate) existing signage and to construct three temporary signs during the construction of the Modified Project identifying the Modified Project and its current and/or future occupants. Such newly constructed signs are permitted in the locations shown on Figure PH-1 of Exhibit H. Such newly constructed signs may be free-standing or wall signs and may each have a sign area, measured consistent with Article 11 of the Code, of not less than 50 square feet.

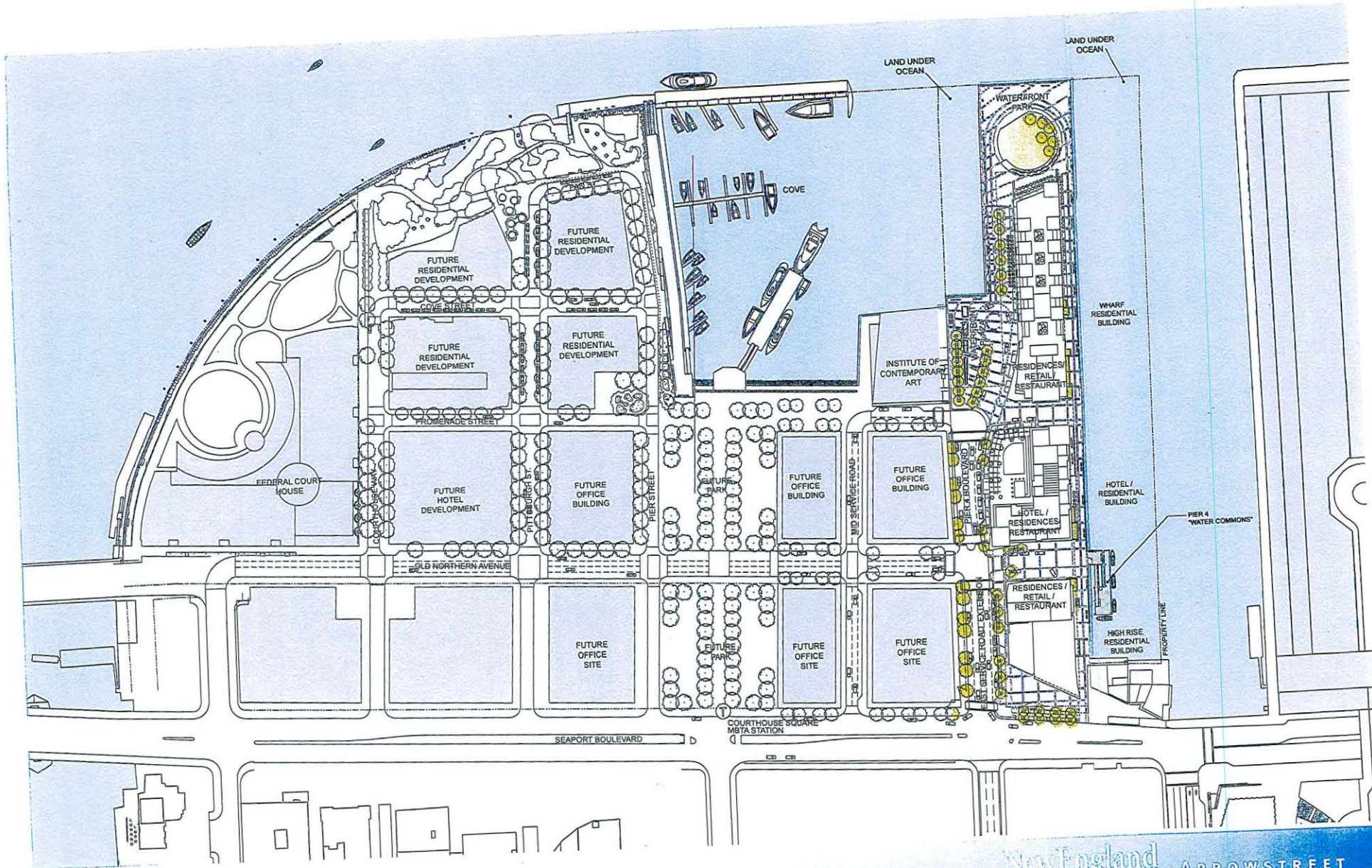
15. Public Benefits. The Public Benefits section is deemed amended to be read consistent with this First Amendment: (a) All references to the Project including “up to 250 units” shall be omitted; (b) the Affordable Housing commitment shall be revised as described herein; (c) the Modified Project is anticipated to create approximately \$1,792,846 in housing linkage payments and approximately \$359,568 in jobs linkage payments, as such figures may be revised based on a final determination of gross floor area for zoning purposes and based on the amount of development impact uses actually developed on the Site and if some or all of the residential gross floor area in the Hotel/Residential Building is converted to hotel gross floor area as provided herein. The foregoing amounts are calculated assuming (i) a per square foot housing linkage contribution amount of \$7.18 and a per square foot jobs linkage contribution amount of \$1.44, (ii) 349,700 square feet of floor area within the Project devoted to development impact uses, including 314,700 square feet of floor area devoted to Hotel Uses, and 35,000 square feet of floor area devoted to Other Uses, and (iii) application of the 100,000 square foot exemption to result in a total of 249,700 square feet of floor area within the Project generating housing and jobs linkage payments.

List of Exhibits

- D. Proposed Site Plan
- E. Schematic Plans
- F. Circulation Plan
- H. Phasing Plan and Phasing Schedule

Exhibit D
Proposed Site Plan

[attached behind]



Pier 4
 South Boston Waterfront • Boston, Massachusetts

Context Site Plan
 FIRST AMENDMENT TO DEVELOPMENT PLAN
 17 OCTOBER 2011



NewEngland ARROWSTREET SD-1
 THE HANOVER COMPANY ADD Inc (CWA-2)

Exhibit E
Revised Schematic Plans

[attached behind]

Municipal Harbor Plan Compliance			
Component	Proposed	Permitted / Required by MHP ¹	Compliance
Total Site Area:	412,745 SF	N/A	YES
Watersheet:	180,391 SF	N/A	YES
Buildable Lot Area:	232,354 SF	N/A	YES
Maximum Build out:	1,001,700 SF (including 20,000 SF civic/cultural function)	1,001,700 SF (including 20,000 SF civic/cultural function)	YES
Floor Area Ratio ² (FAR)	4.31	N/A	YES
Building Footprints: Phase 3 Wharf Residential Building Phase 2 Hotel / Residential Building Phase 1 High Rise Residential Bldg.	36,762 SF 33,881 SF 24,986 SF	N/A	YES
Building Heights: ³ Phase 3 Wharf Residential Building Phase 2 Hotel / Residential Building Phase 1 High Rise Residential Bldg.	100 Feet 170 Feet 235 Feet	100 Feet 170 Feet 250 Feet	YES
Building Setbacks: Seaward Pier End Cove Pier Edge Easterly Pier Edge	200 Feet 46 Feet 26 Feet	200 Feet 46 Feet 26 Feet	YES
Water Dependent Use Zone:	62,667 SF	61,697 SF	YES
Open Space:	≥ 56%	56%	YES
Pedestrian Usable Open Space (exclusive of streets)	≥ 40%	40%	YES
Civic Space:	20,000 SF	20,000 SF	YES
All Seasons Gathering Area:	YES	YES	YES

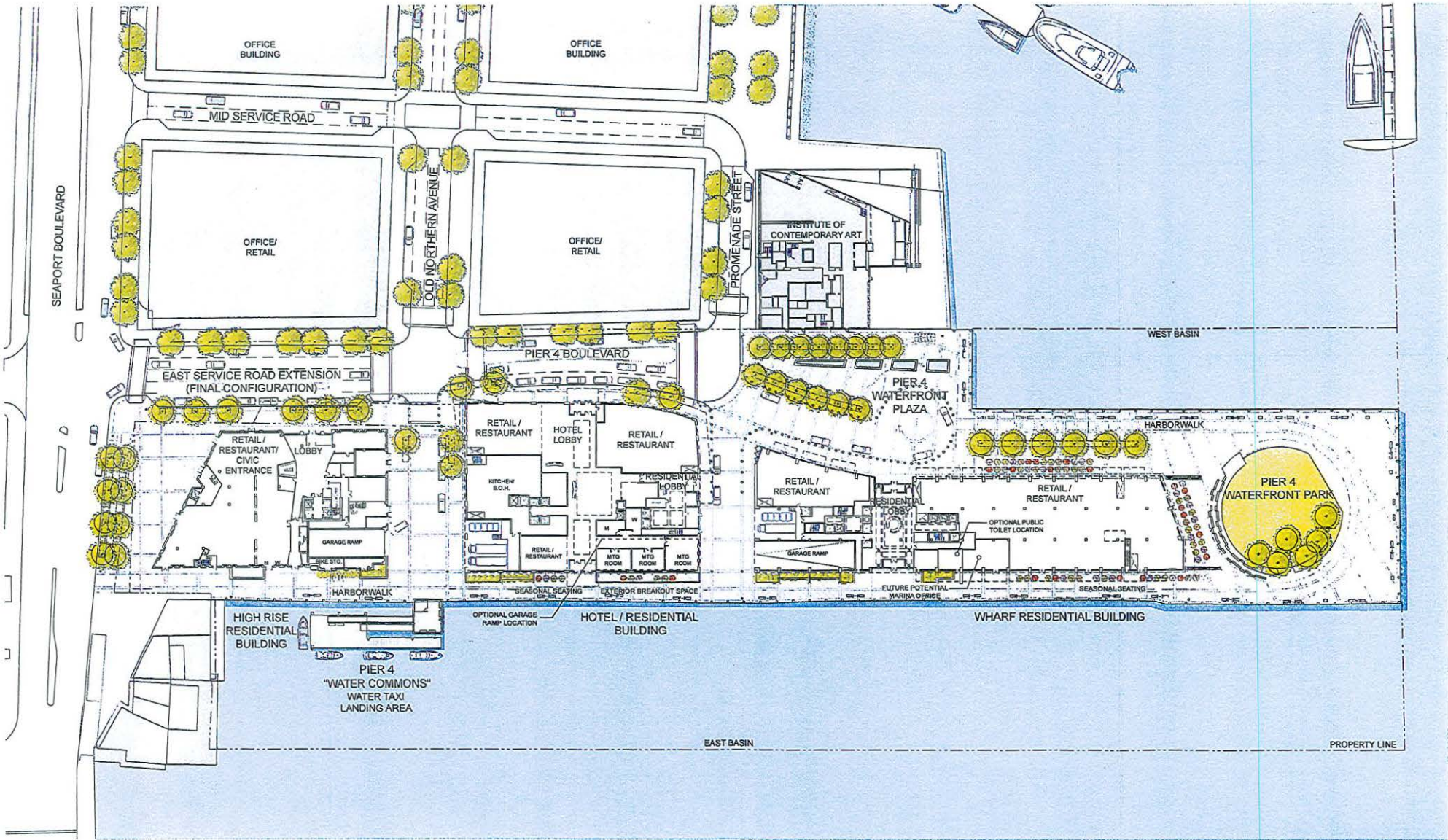
¹ City of Boston's South Boston Waterfront District Municipal Harbor Plan as approved, with modifications, by the Secretary of Environmental Affairs' December 6, 2000 Decision.

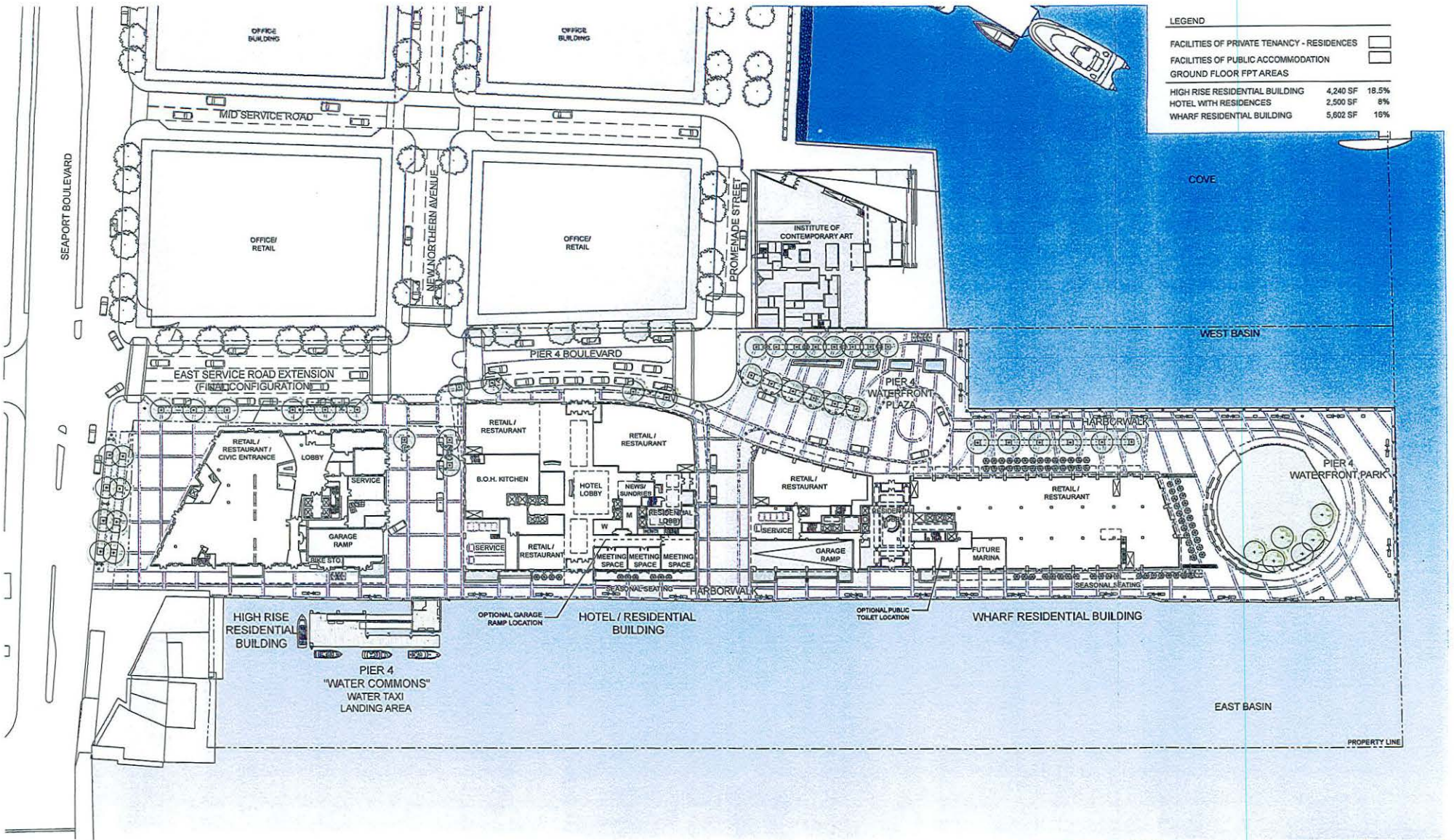
² FAR calculation includes 20,000 SF civic space and excludes existing Structures on the Site.

³ Building heights are measured in accordance with the Boston Zoning Code definition for building heights. FAA flight regulations will govern maximum building elevations.

Pier 4 Public Benefits Summary

- Signature Waterfront Park: 40,000SF
- Waterfront Plaza: 23,000 SF
- Harborwalk: 1,800 linear feet
- Water Commons:
 - Water taxi landing area
 - Fish cleaning station
 - Bait and tackle shop or kiosk
 - "Touch and go" dock
- Civic Space: 20,000SF
- All Seasons Gathering Area
- Community and Affordable Housing: on-site affordable units coupled with a cash contribution
- Project Innovation District commitment: on-site micro units with amenities
- New hotel tax revenues: estimated at \$3 to \$4.5 million annually
- New real estate tax revenues: estimated at approximately \$8 million annually at full build-out
- Development Impact Project Exactions: Jobs and housing linkage contributions of approximately \$2,200,000
- Construction Employment: 500-600 new construction jobs
- Permanent Job Creation: 300-400 new permanent jobs in retail, restaurant, and maintenance; and 175-225 new permanent jobs in the hotel sector.
- Traffic Improvements: signal and phasing modifications to improve traffic flow and queues;
- Sewer infrastructure improvements
- Water transportation contribution (including direct cash payments and credits for capital expenditures) in accordance with the DEP Draft Water Transportation Policy equaling \$1,903,000;
- Additional water transportation contribution: \$265,000
- Building design improvements to further enhance the activation of the east side of the pier





LEGEND

FACILITIES OF PRIVATE TENANCY - RESIDENCES

FACILITIES OF PUBLIC ACCOMMODATION

GROUND FLOOR F&T AREAS

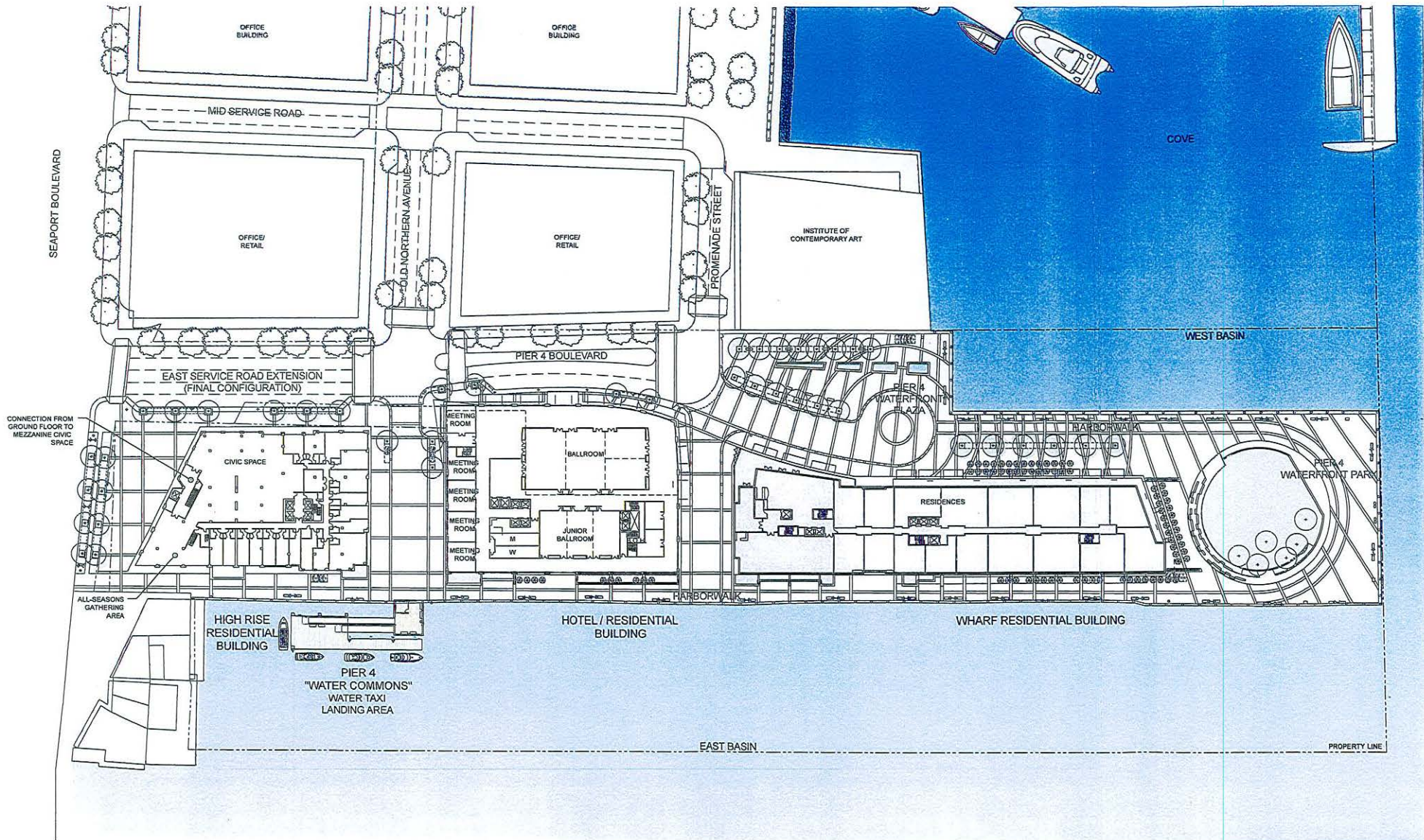
HIGH RISE RESIDENTIAL BUILDING	4,240 SF	18.5%
HOTEL WITH RESIDENCES	2,500 SF	8%
WHARF RESIDENTIAL BUILDING	5,602 SF	16%

Pier 4
 South Boston Waterfront • Boston, Massachusetts

Ground Floor Plan
 FIRST AMENDMENT TO DEVELOPMENT PLAN
 17 OCTOBER 2011



New England ARROW STREET SD-3
 THE HANOVER COMPANY ADD Inc
 12/03-15



Pier 4
 South Boston Waterfront • Boston, Massachusetts

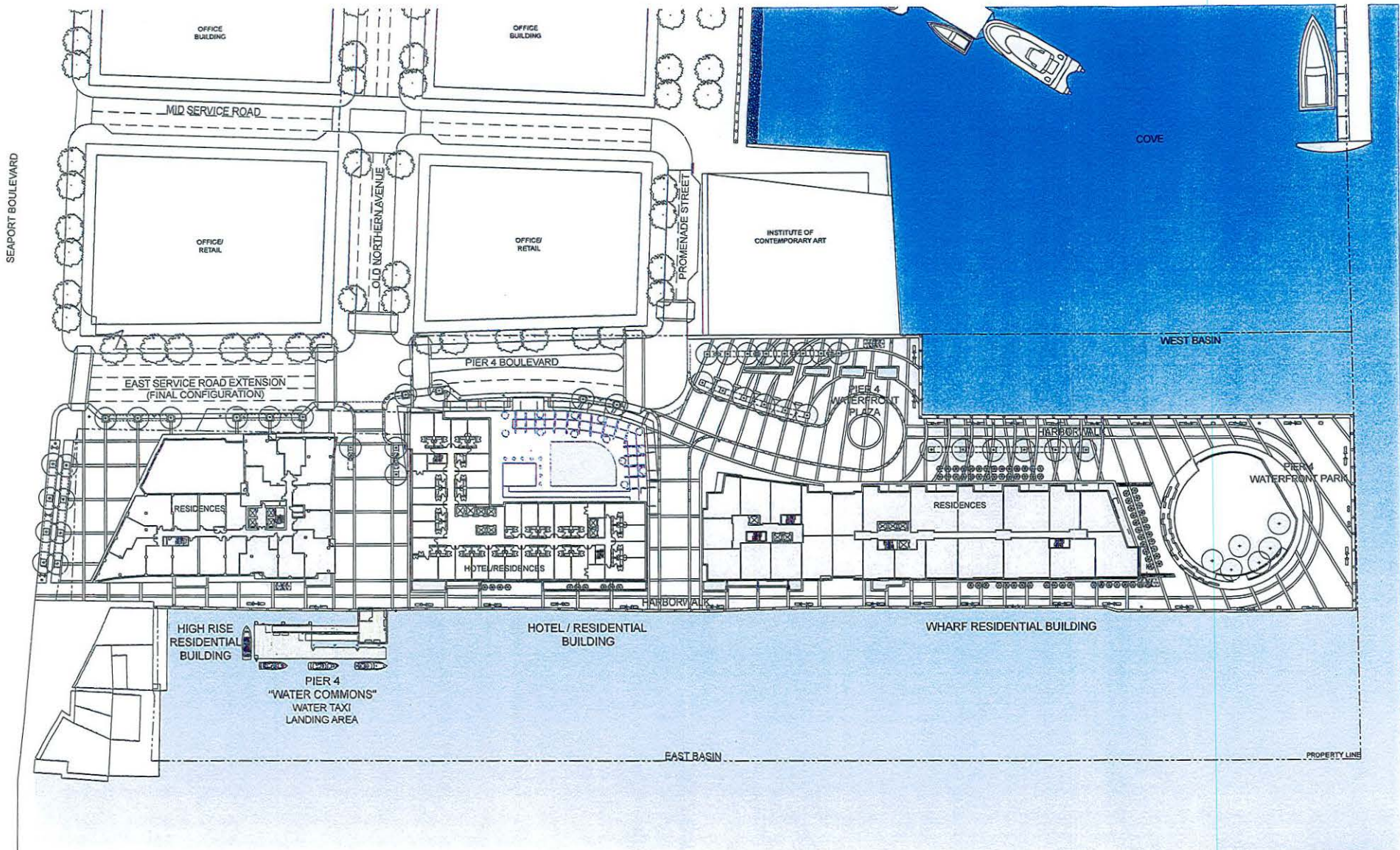
Mezzanine Level Floor Plan
 FIRST AMENDMENT TO DEVELOPMENT PLAN
 17 OCTOBER 2011



New England
 ARCHITECTS
 THE HANOVER COMPANY

ARROW STREET
 ADD Inc

SD-4
 (CVD-19)

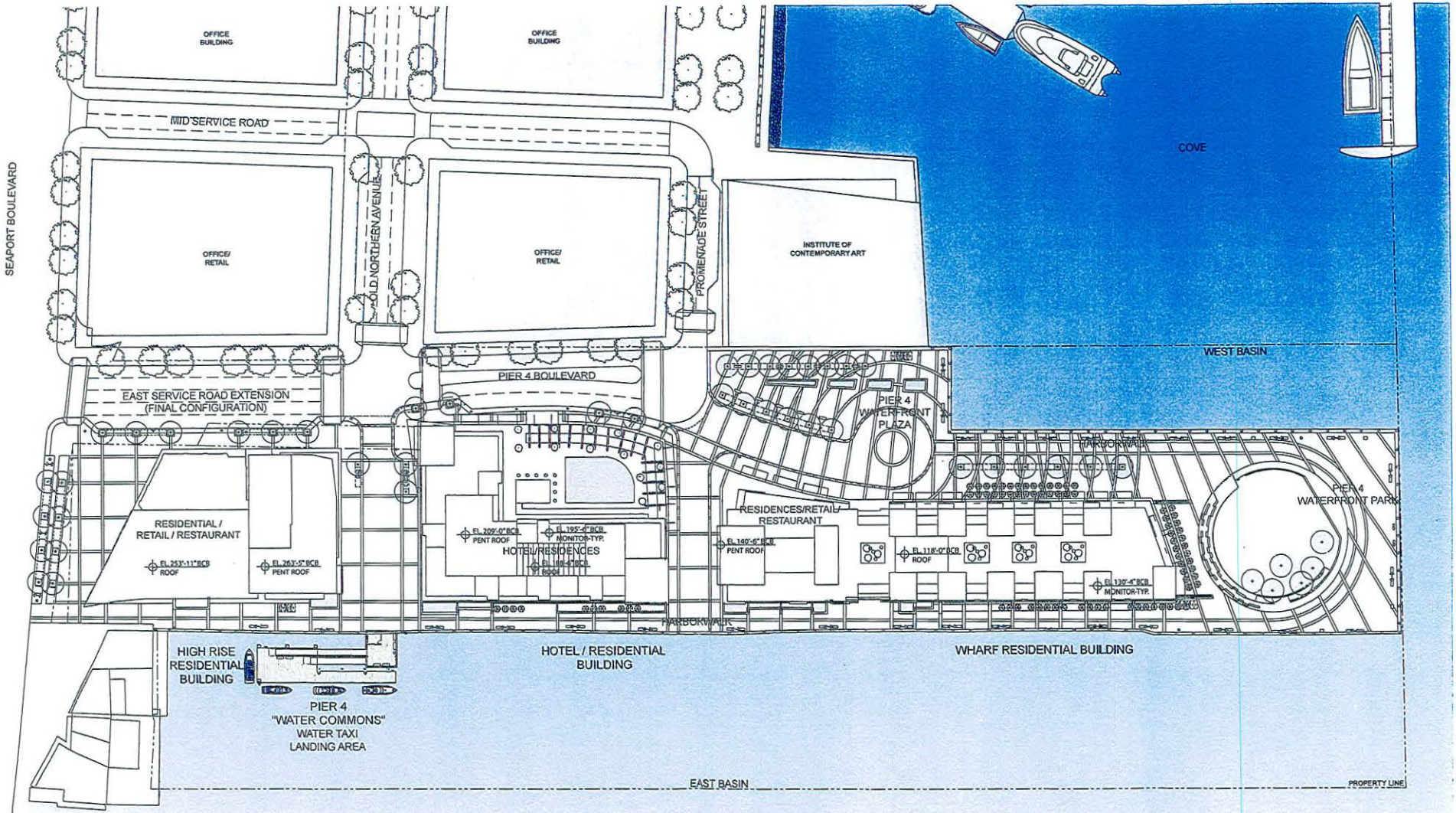


Pier 4
 South Boston Waterfront • Boston, Massachusetts

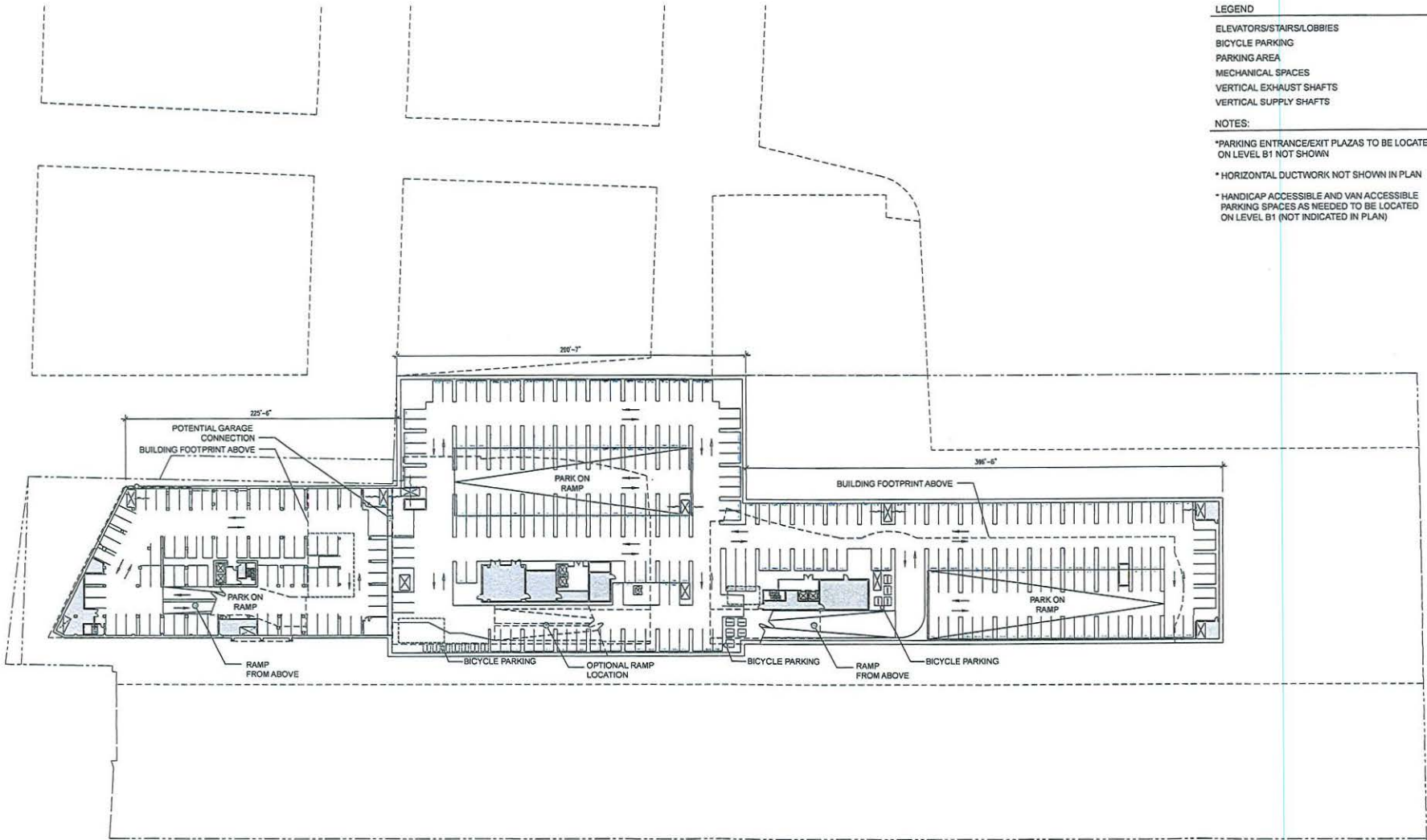
Typical Upper Level Floor Plan
 FIRST AMENDMENT TO DEVELOPMENT PLAN
 17 OCTOBER 2011



NewEngland ARROWSTREET
 THE HANDOVER COMPANY ADD Inc SD-5



ROOF HEIGHTS ARE IN FEET ABOVE FINISH GROUND FLOOR

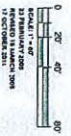


- LEGEND**
- ELEVATORS/STAIRS/LOBBIES 
 - BICYCLE PARKING 
 - PARKING AREA 
 - MECHANICAL SPACES 
 - VERTICAL EXHAUST SHAFTS 
 - VERTICAL SUPPLY SHAFTS 

- NOTES:**
- *PARKING ENTRANCE/EXIT PLAZAS TO BE LOCATED ON LEVEL B1 NOT SHOWN
 - *HORIZONTAL DUCTWORK NOT SHOWN IN PLAN
 - *HANDICAP ACCESSIBLE AND VAN ACCESSIBLE PARKING SPACES AS NEEDED TO BE LOCATED ON LEVEL B1 (NOT INDICATED IN PLAN)

NOTE: Final layout of garage and layout of mechanical spaces and appurtenances to be determined as construction progresses.

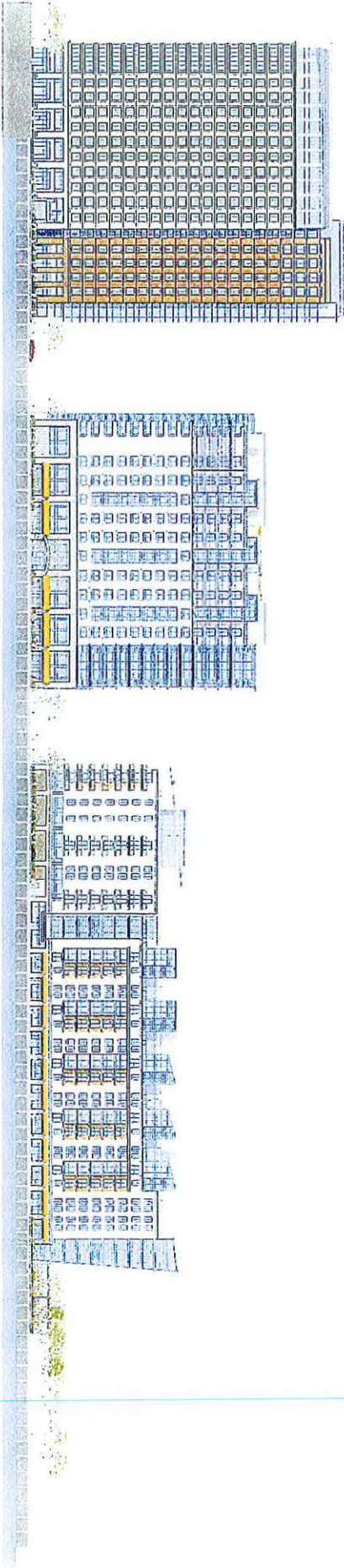




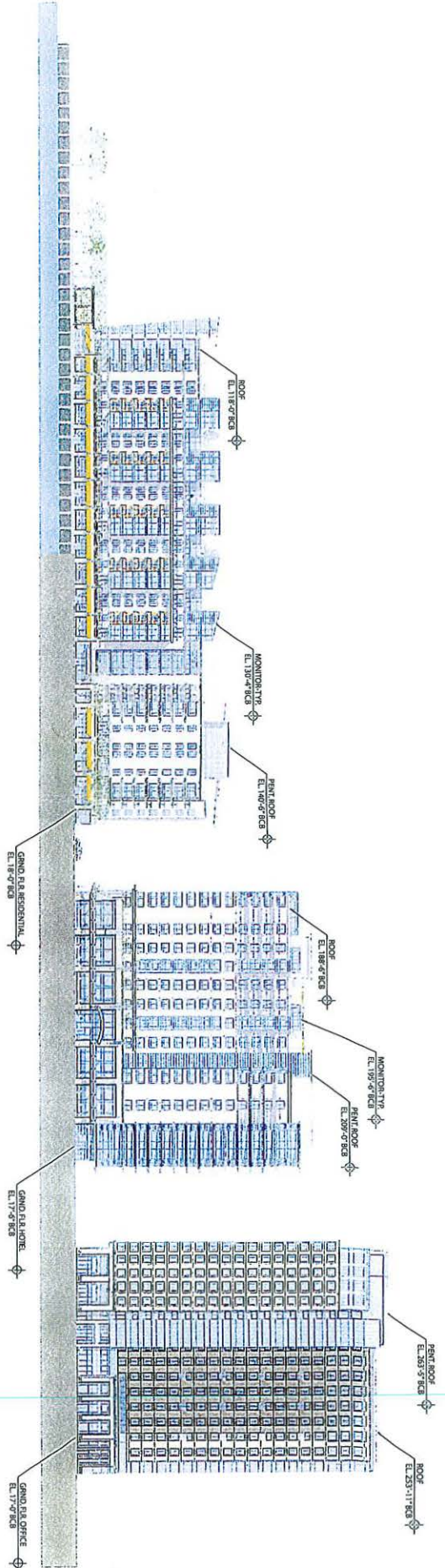
New England
 THE HANOVER COMPANY

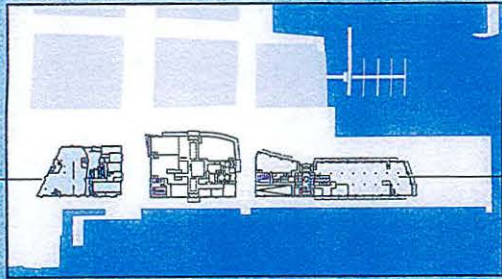
ARROW STREET
 ADD Inc.
 SD-10

East Elevation

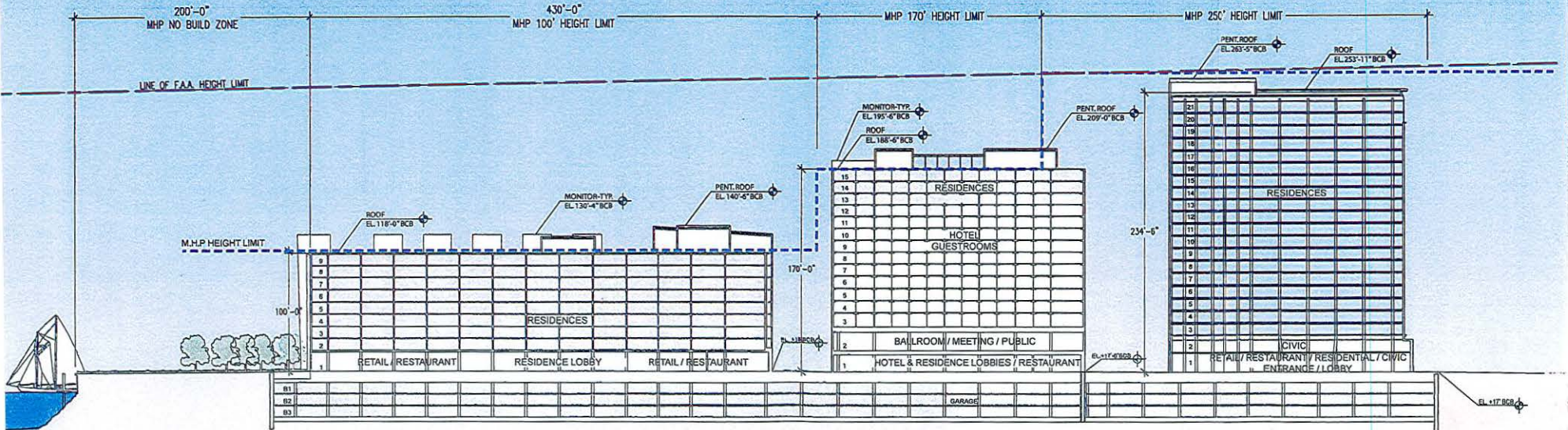


West Elevation

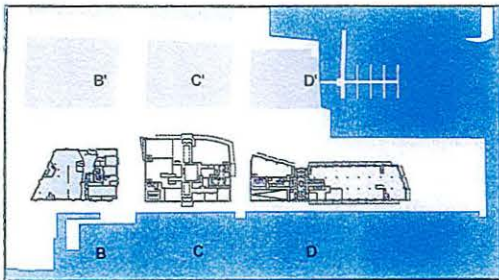




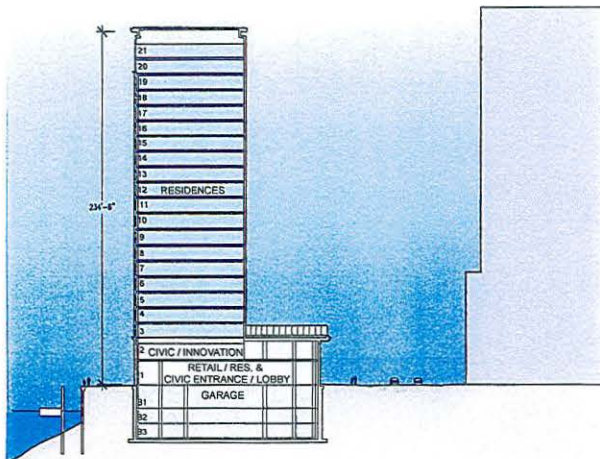
KEY PLAN



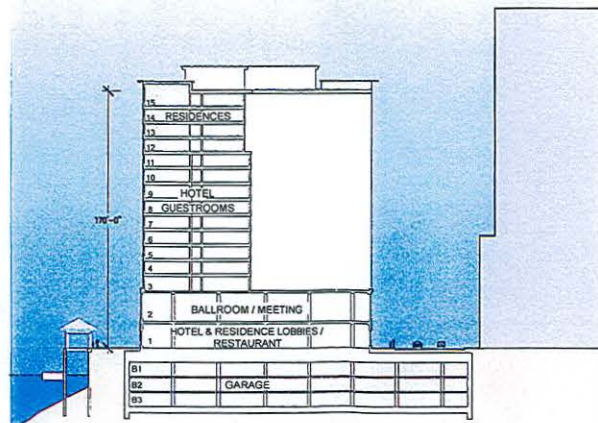
SECTION AA



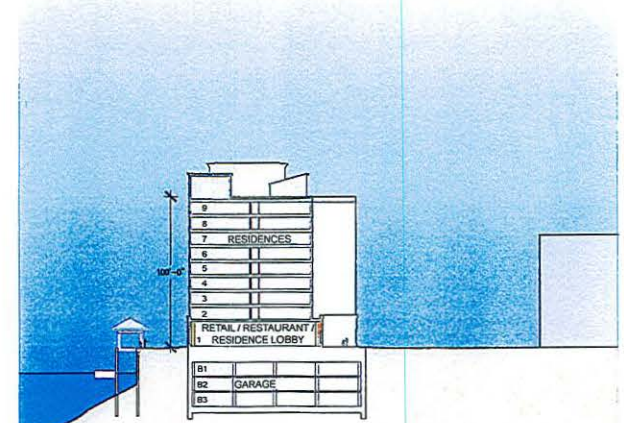
KEY PLAN



SECTION B-B

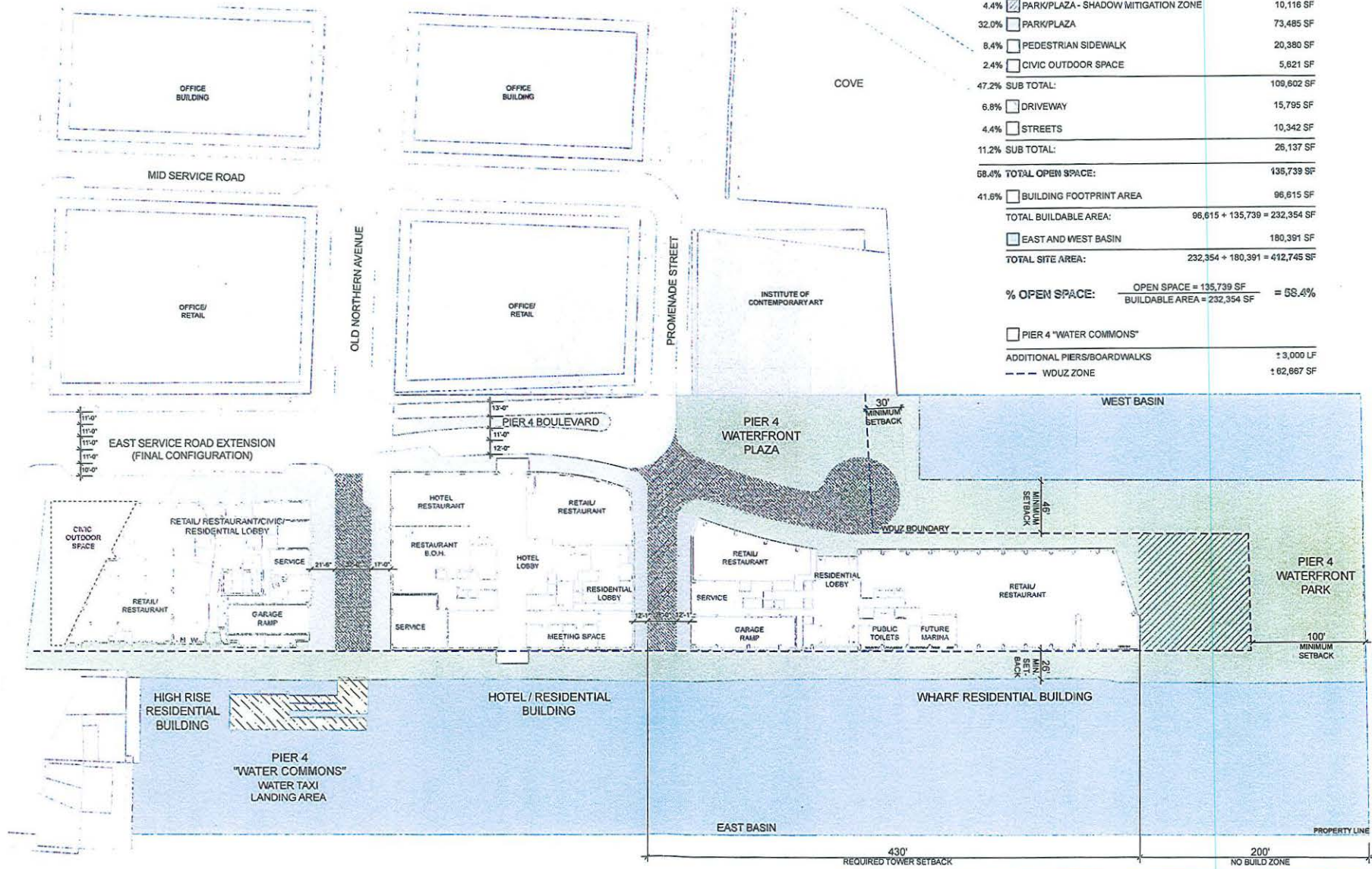


SECTION C-C



SECTION D-D

SEAPORT BOULEVARD



4.4%		PARK/PLAZA - SHADOW MITIGATION ZONE	10,116 SF	
32.0%		PARK/PLAZA	73,485 SF	
8.4%		PEDESTRIAN SIDEWALK	20,380 SF	
2.4%		CIVIC OUTDOOR SPACE	5,821 SF	
47.2% SUB TOTAL:			109,802 SF	
6.8%		DRIVEWAY	15,795 SF	
4.4%		STREETS	10,342 SF	
11.2% SUB TOTAL:			26,137 SF	
58.4% TOTAL OPEN SPACE:			135,739 SF	
41.6%		BUILDING FOOTPRINT AREA	96,615 SF	
TOTAL BUILDABLE AREA:			96,615 + 135,739 = 232,354 SF	
			EAST AND WEST BASIN	180,391 SF
TOTAL SITE AREA:			232,354 + 180,391 = 412,745 SF	
% OPEN SPACE:			$\frac{\text{OPEN SPACE} = 135,739 \text{ SF}}{\text{BUILDABLE AREA} = 232,354 \text{ SF}} = 58.4\%$	
			PIER 4 "WATER COMMONS"	
ADDITIONAL PIERS/BOARDWALKS			± 3,000 LF	
--- WDUZ ZONE			± 62,667 SF	



Open Space Summary Diagram
FIRST AMENDMENT TO DEVELOPMENT PLAN
17 OCTOBER 2011



New England
ARROW STREET
THE HANOVER COMPANY
ADD Inc
SD-18
(CVD-A)

Exhibit F
Circulation Plan

[attached behind]

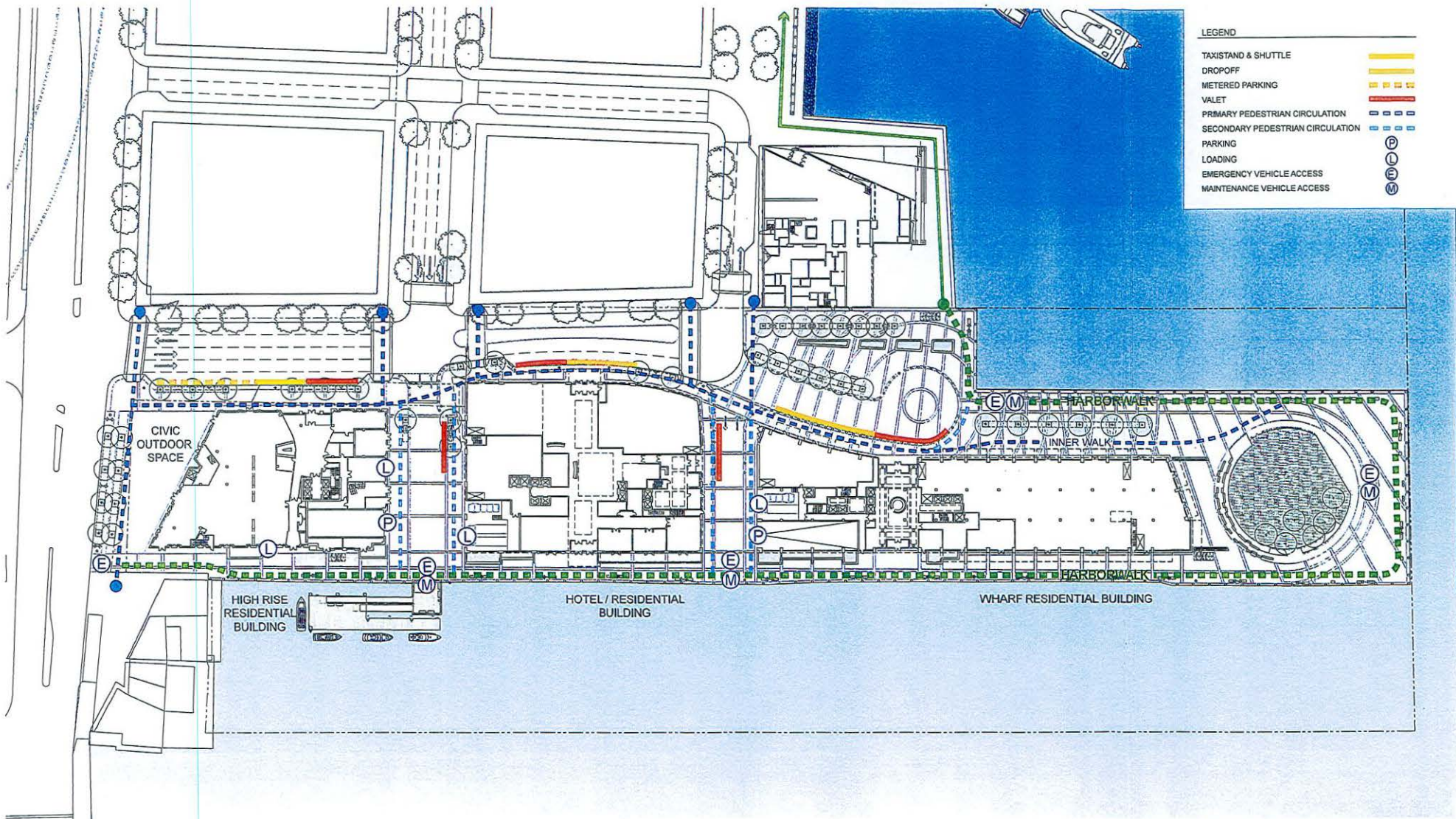


Exhibit H
Revised Phasing Schedule and Phasing Plans

[attached behind]

EXHIBIT H

Phasing of Project Build-out and Municipal Harbor Plan Public Benefits

Development Plan for Planned Development Area No.64

**Pier 4, South Boston Waterfront
Boston Massachusetts**

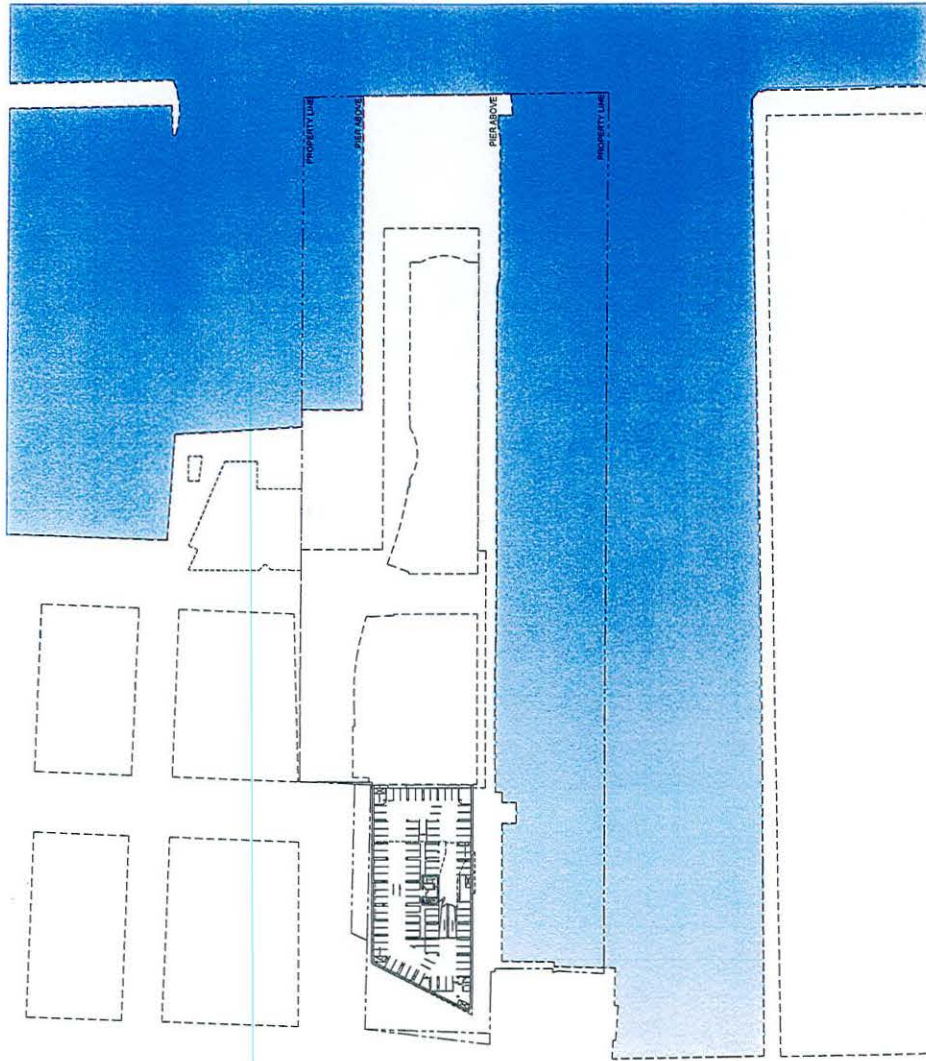
<i>Project Phasing</i>	<i>Phase Offset Summary</i>	<i>Public Benefits</i>
High Rise Residential Building only (Exhibit PH-1 attached)	Interim Shadow Mitigation Area Credit (8,470 x 2) 16,940 SF Credit for Streets and ways less than 20% of site +30,545 SF <hr/> INTERIM OFFSET 47,485 SF Net new Shadow 14,599 SF ⁺ ⁺ 42% of total MHP NNS	<ul style="list-style-type: none"> ❖ Water Commons ❖ **Harborwalk (720 linear feet interim* and 172 linear feet permanent): 892 linear feet ❖ Water Transportation Contribution: \$300,000 ❖ 20,000 SF Civic Space ❖ Interim Public Open Space: 8,470 square feet ❖ ***Pedestrian Open Space: 25,400 square feet
Hotel Building only (Exhibit PH-2 attached)	Interim Shadow Mitigation Area Credit (10,600 x 2) 21,200 SF Credit for Streets and ways less than 20% of site +27,460 SF <hr/> INTERIM OFFSET 48,600 SF Net new Shadow 9,979 SF ⁺ ⁺ 29% of total MHP NNS	<ul style="list-style-type: none"> ❖ Water Commons ❖ **Harborwalk (352 linear feet interim* and 540 linear feet permanent): 892 linear feet ❖ Water Transportation Contribution: \$300,000 ❖ Interim Public Open Space: 10,600 square feet ❖ ***Pedestrian Open Space: 33,000 square feet
Wharf Residential Building only (Exhibit PH-3 attached)	Shadow Mitigation Area Credit (10,116 x 2) 20,232 SF Credit for Streets and ways less than 20% of site +24,084 SF <hr/> OFFSET 44,316 SF Net new Shadow 7,820 SF ⁺ ⁺ 23% of total MHP NNS	<ul style="list-style-type: none"> ❖ Water Commons ❖ Harborwalk (1492 linear feet interim* and 308 linear feet permanent): 1,800 linear feet ❖ Waterfront Plaza ❖ Waterfront Park: 40,000 square feet ❖ Water Transportation Contribution: \$300,000

<i>Project Phasing</i>	<i>Phase Offset Summary</i>	<i>Public Benefits</i>
High Rise Residential Building and Hotel/Residential Building (Exhibit PH-4 attached)	Interim Shadow Mitigation Area Credit (14,000 x 2) 28,000 SF Credit for Streets and ways less than 20% of site +27,460 SF <hr/> INTERIM OFFSET 56,460 SF Net new Shadow 18,611 SF ⁺ ⁺ 54% of total MHP NNS	<ul style="list-style-type: none"> ❖ Water Commons ❖ **Harborwalk (458 linear feet interim* and 434 linear feet permanent): 892 linear feet ❖ Water Transportation Contribution: \$600,000 ❖ 20,000 SF Civic Space ❖ Interim Public Open Space: 14,000 square feet ❖ ***Pedestrian Open Space: 53,500 square feet
High Rise Residential Building and Wharf Residential Building (Exhibit PH-5 attached)	Shadow Mitigation Area Credit (10,116 x 2) 20,232 SF Credit for Streets and ways less than 20% of site +22,571 SF <hr/> OFFSET 42,803 SF Net new Shadow 23,532 SF ⁺ ⁺ 68% of total MHP NNS	<ul style="list-style-type: none"> ❖ Water Commons ❖ Harborwalk (1492 linear feet interim* and 308 linear feet permanent): 1,800 linear feet ❖ Waterfront Plaza ❖ Waterfront Park: 40,000 square feet ❖ Water Transportation Contribution: \$600,000 ❖ 20,000 SF Civic Space
Wharf Residential Building and Hotel/Residential Building (Exhibit PH-6 attached)	Shadow Mitigation Area Credit (10,116 x 2) 20,232 SF Credit for Streets and ways less than 20% of site +19,918 SF <hr/> OFFSET 40,150 SF Net new Shadow 15,197 SF ⁺ ⁺ 44% of total MHP NNS	<ul style="list-style-type: none"> ❖ Water Commons ❖ Harborwalk (1800 linear feet permanent): 1,800 linear feet ❖ Waterfront Plaza ❖ Waterfront Park: 40,000 square feet ❖ Water Transportation Contribution: \$600,000
Full Build – High Rise Residential Building, Wharf Residential Building and Hotel/Residential Building (Exhibit PH-7 attached)	Shadow Mitigation Area Credit (10,116 x 2) 20,232 SF Credit for Streets and ways less than 20% of site +20,680 SF <hr/> OFFSET 40,912 SF Net new Shadow 34,639 SF ⁺ ⁺ 69% of total MHP NNS	<ul style="list-style-type: none"> ❖ Water Commons ❖ Harborwalk (1800 linear feet permanent): 1,800 linear feet ❖ Waterfront Plaza ❖ Waterfront Park: 40,000 square feet ❖ Water Transportation Contribution: \$900,000 ❖ 20,000 SF Civic Space

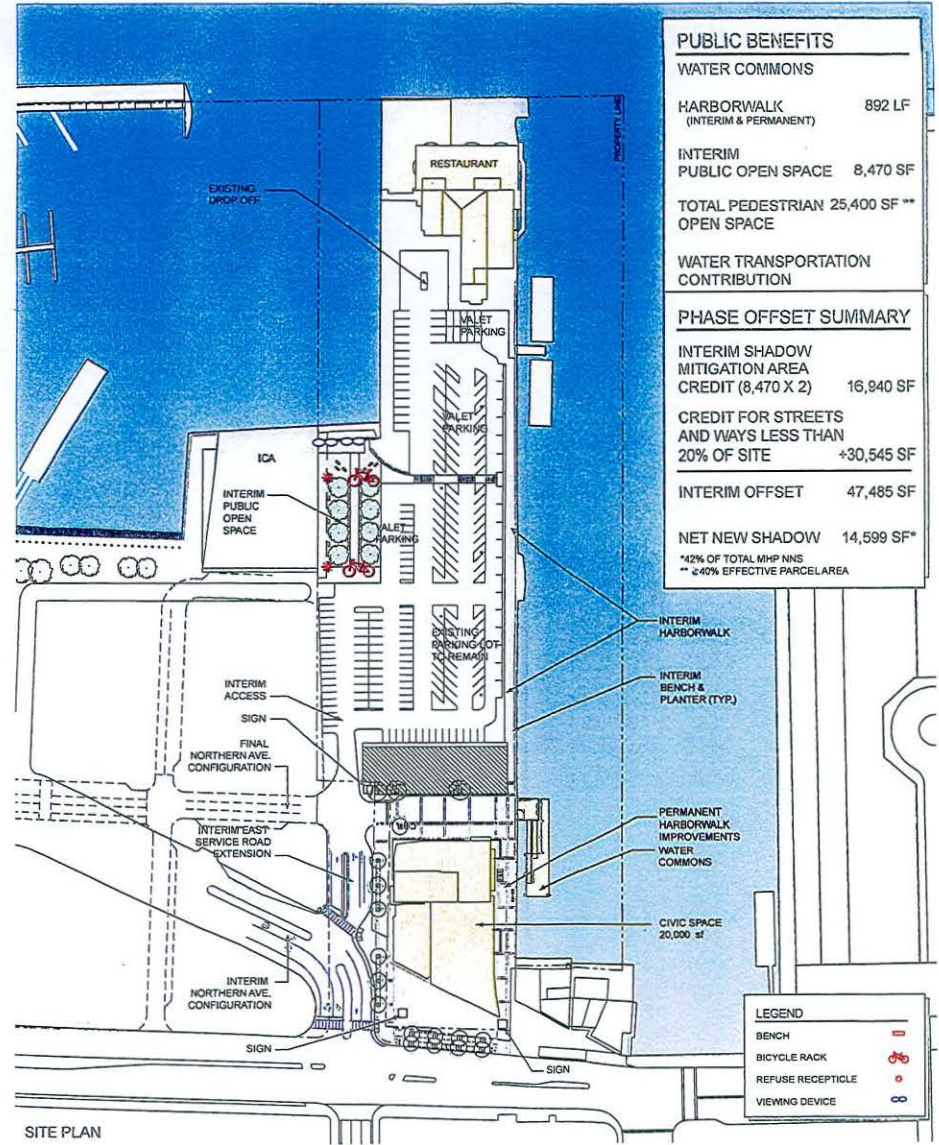
*Interim Harborwalk will be at least 12' wide as shown on the attached plans.

** As long as a restaurant use remains at the end of the pier at the northern end of the site, the Proponent will not be required to extend the Harborwalk around the end of the pier occupied by such restaurant use.

***Includes all Pedestrian Open Space, including interim and permanent Harborwalk and other interim and permanent open space.



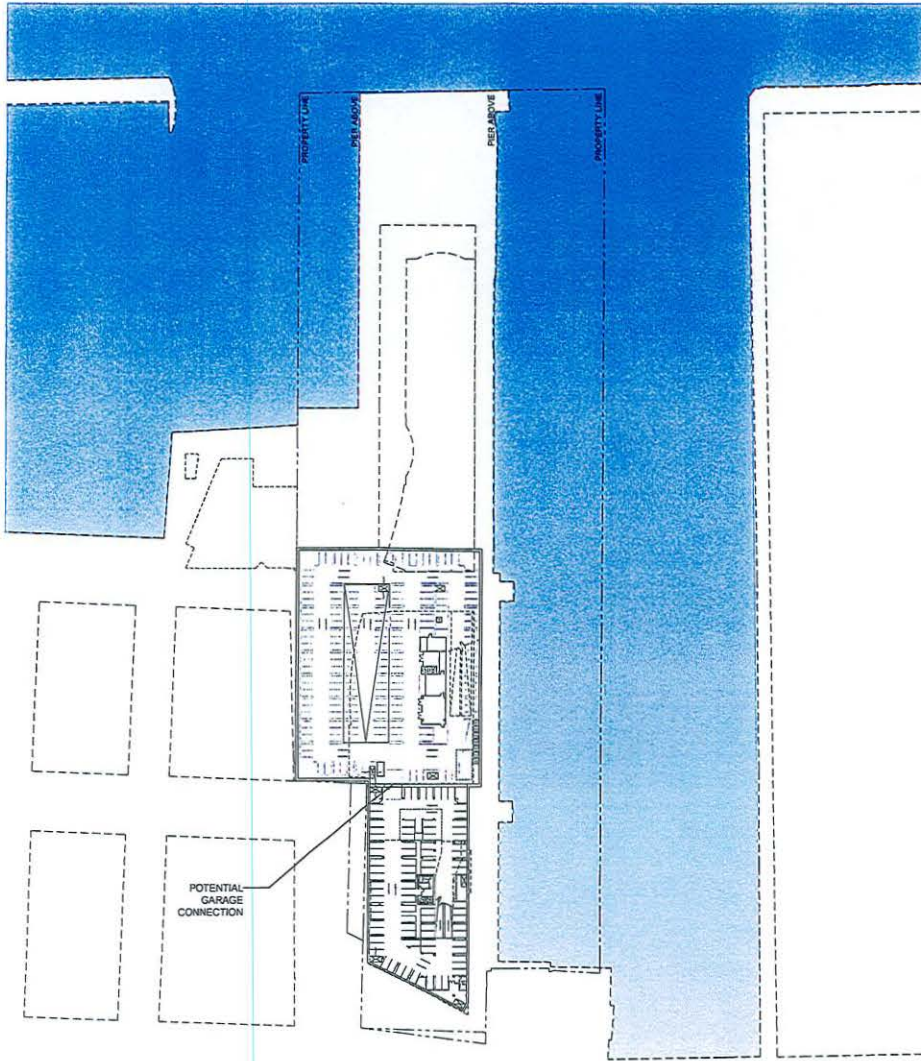
GARAGE LEVEL B-1 PLAN



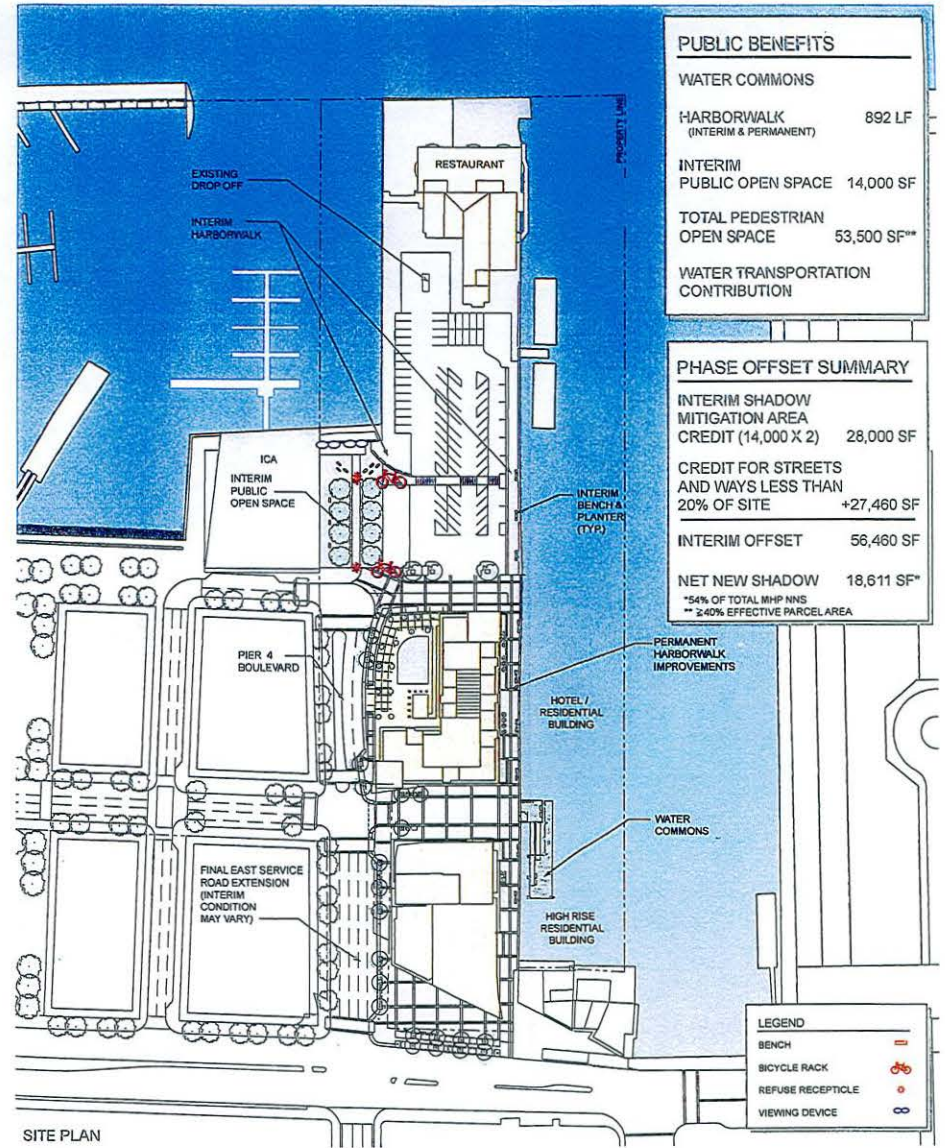
SITE PLAN

PUBLIC BENEFITS	
WATER COMMONS	
HARBORWALK (INTERIM & PERMANENT)	892 LF
INTERIM PUBLIC OPEN SPACE	8,470 SF
TOTAL PEDESTRIAN OPEN SPACE	25,400 SF **
WATER TRANSPORTATION CONTRIBUTION	
PHASE OFFSET SUMMARY	
INTERIM SHADOW MITIGATION AREA CREDIT (8,470 X 2)	16,940 SF
CREDIT FOR STREETS AND WAYS LESS THAN 20% OF SITE	+30,545 SF
INTERIM OFFSET	47,485 SF
NET NEW SHADOW	14,599 SF*
*42% OF TOTAL MHP NNS ** ≥40% EFFECTIVE PARCEL AREA	





GARAGE LEVEL B-1 PLAN



SITE PLAN

PUBLIC BENEFITS	
WATER COMMONS	
HARBORWALK (INTERIM & PERMANENT)	892 LF
INTERIM PUBLIC OPEN SPACE	14,000 SF
TOTAL PEDESTRIAN OPEN SPACE	53,500 SF**
WATER TRANSPORTATION CONTRIBUTION	

PHASE OFFSET SUMMARY	
INTERIM SHADOW MITIGATION AREA CREDIT (14,000 X 2)	28,000 SF
CREDIT FOR STREETS AND WAYS LESS THAN 20% OF SITE	+27,460 SF
INTERIM OFFSET	56,460 SF
NET NEW SHADOW	18,611 SF*
*54% OF TOTAL IMP MINS **240% EFFECTIVE PARCEL AREA	

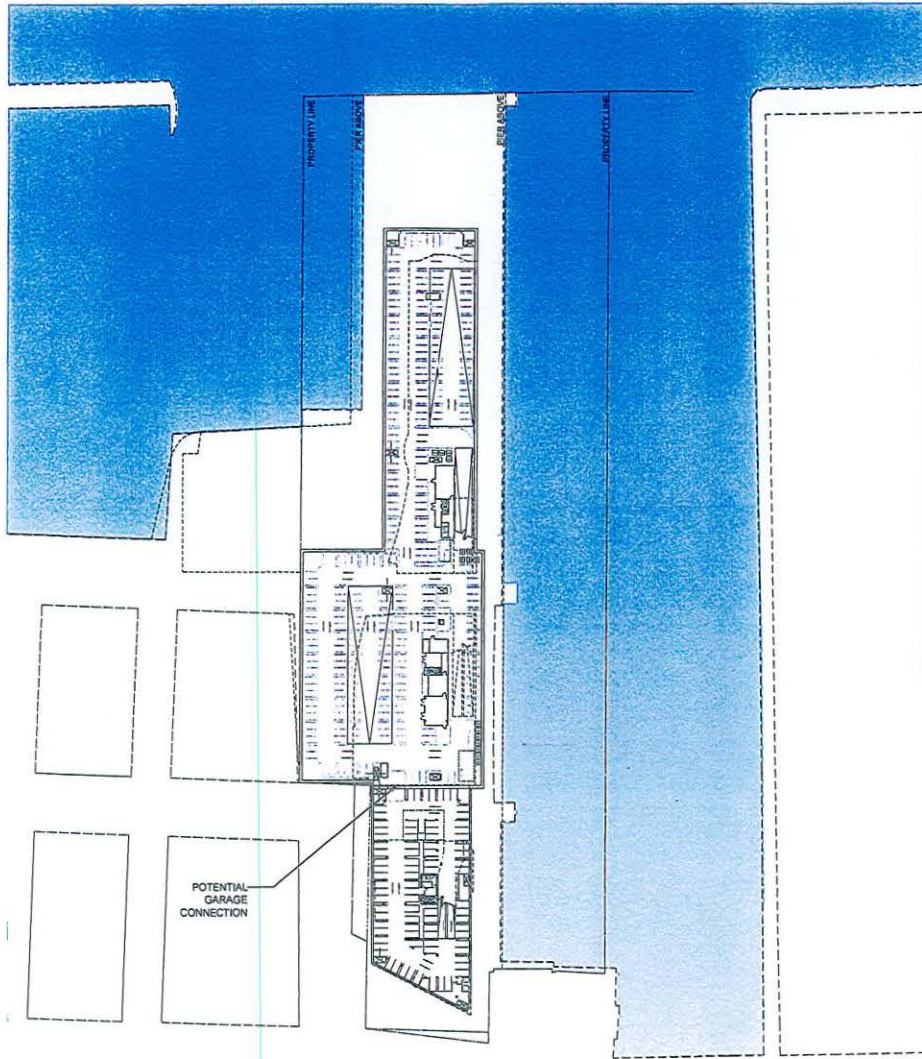
LEGEND	
BENCH	—
BICYCLE RACK	⊗
REFUSE RECEPTACLE	⊙
VIEWING DEVICE	⊕



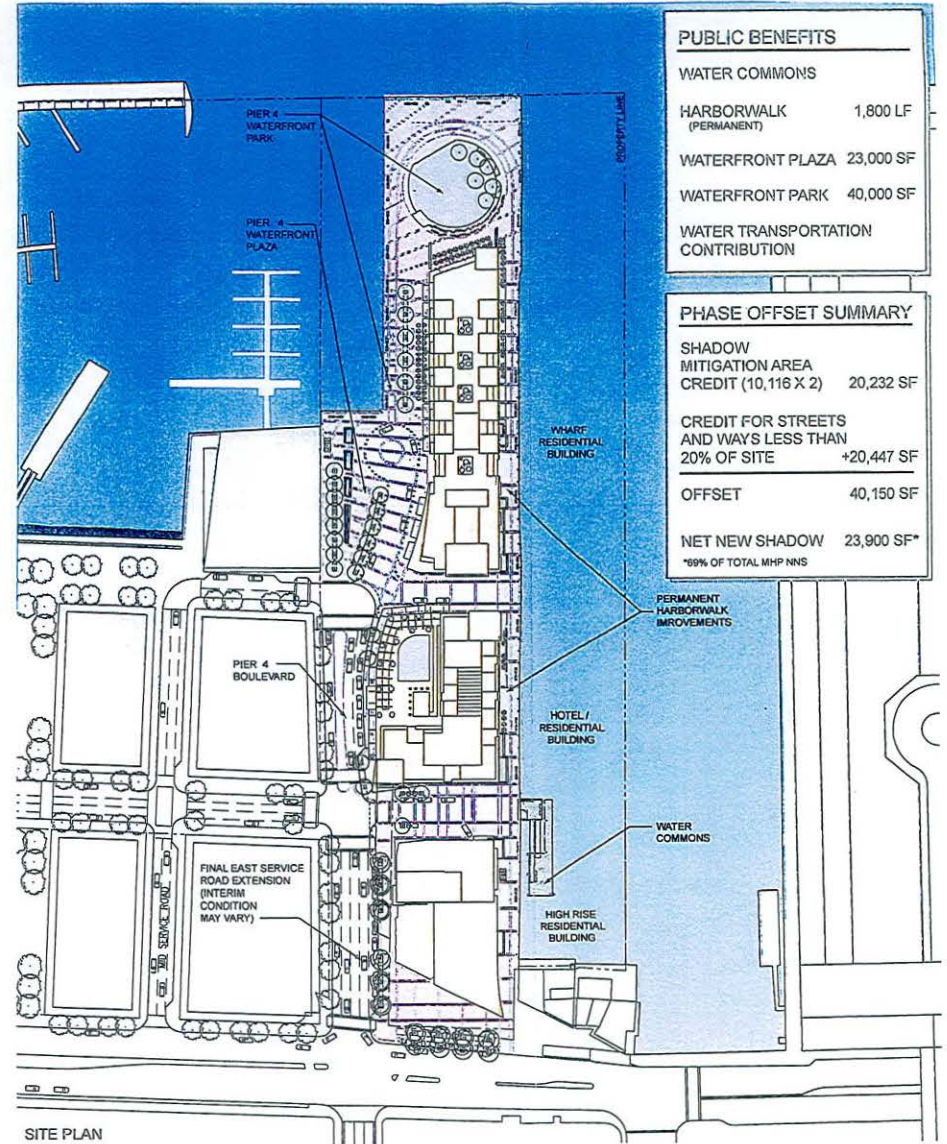
Phasing Diagrams
Phase 1 Residential-Hotel Phase
FIRST AMENDMENT TO DEVELOPMENT PLAN
17 OCTOBER 2011



NewEngland ARROWSTREET PH-2
THE HANOVER COMPANY ADD Inc (CWO-24)



GARAGE LEVEL B-1 PLAN



SITE PLAN

PUBLIC BENEFITS	
WATER COMMONS	
HARBORWALK (PERMANENT)	1,800 LF
WATERFRONT PLAZA	23,000 SF
WATERFRONT PARK	40,000 SF
WATER TRANSPORTATION CONTRIBUTION	

PHASE OFFSET SUMMARY	
SHADOW MITIGATION AREA CREDIT (10,116 X 2)	20,232 SF
CREDIT FOR STREETS AND WAYS LESS THAN 20% OF SITE	+20,447 SF
OFFSET	40,150 SF
NET NEW SHADOW	23,900 SF*
*69% OF TOTAL MHP NNS	

Pier 4
South Boston Waterfront • Boston, Massachusetts

Phasing Diagrams
Full Build Out
FIRST AMENDMENT TO DEVELOPMENT PLAN
17 OCTOBER 2011



0 20' 40' 80'
SCALE: 1" = 80'
18 MARCH 2008
17 OCTOBER 2011

NewEngland ARROW STREET
THE HANGOVER COMPANY ADD Inc

First Amendment to the Development Plan for
Planned Development Area No. 64,
Pier 4 South Boston Waterfront, Boston


Boston Redevelopment Authority on behalf of
New England Development LLC

FIRST AMENDMENT TO THE DEVELOPMENT PLAN FOR PLANNED
DEVELOPMENT AREA NO. 64, PIER 4

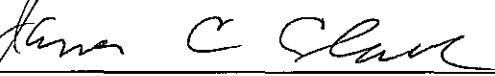
The Zoning Commission of the City of Boston, acting under Chapter 665 of the Acts of 1956, as amended, after due report, notice and hearing, does hereby approve the First Amendment to the Development Plan for Planned Development Area No. 64, Pier 4 South Boston Waterfront, dated December 15, 2011, and approved by the Boston Redevelopment Authority on December 15, 2011.

Said First Amendment amends "Development Plan for Planned Development Area No. 64, Pier 4 South Boston Waterfront," approved by the Authority on March 24, 2005, and approved by the Zoning Commission on May 4, 2005, effective May 10, 2005. Planned Development Area No. 64 was designated on "Map 4A/4B, Harborpark District: Fort Point Waterfront and Dorchester Bay/Neponset River Waterfront" of the series of maps entitled "Zoning Districts City of Boston" dated August 15, 1962, as amended, by Map Amendment No. 448, adopted by the Zoning Commission on May 4, 2005, effective May 10, 2005.


First Amendment to the Development Plan for Planned Development Area No. 64, Pier 4

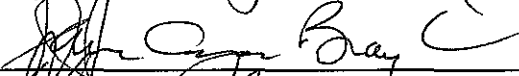


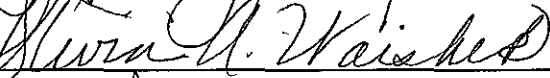
Chairman



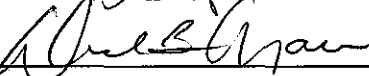
Vice Chairman





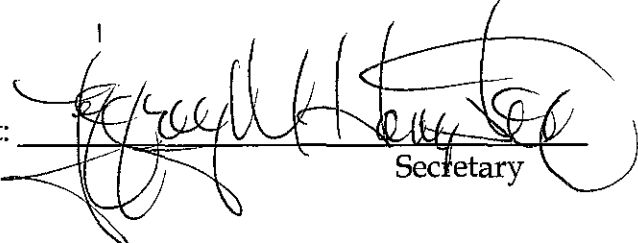




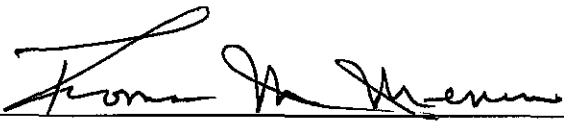


In Zoning Commission

Adopted: January 18, 2012

Attest: 
Secretary

First Amendment to the Development Plan for Planned Development Area No. 64, Pier 4




Mayor, City of Boston

Date: 1/18/12

The foregoing First Amendment to the Development Plan, was presented to the Mayor on JANUARY 18, 2012, and was signed by him on JANUARY 18, 2012, whereupon it became effective on JANUARY 18, 2012, in accordance with Section 3 of Chapter 665 of the Acts of 1956, as amended.

Attest:



Secretary to the Zoning Commission

First Amendment to the Development Plan for
Planned Development Area No. 64,
Pier 4 South Boston Waterfront, Boston

Boston Redevelopment Authority on behalf of
New England Development LLC

TO THE ZONING COMMISSION OF THE CITY OF BOSTON:

The Boston Redevelopment Authority, acting under Section 3-1A of the Boston Zoning Code, hereby petitions the Zoning Commission of the City of Boston for its approval of the First Amendment to the Development Plan for Planned Development Area No. 64, Pier 4 South Boston Waterfront, dated December 15, 2011, and approved by the Boston Redevelopment Authority on December 15, 2011.

Said First Amendment amends "Development Plan for Planned Development Area No. 64, Pier 4 South Boston Waterfront," approved by the Authority on March 24, 2005, and approved by the Zoning Commission on May 4, 2005, effective May 10, 2005. Planned Development Area No. 64 was designated on "Map 4A/4B, Harborpark District: Fort Point Waterfront and Dorchester Bay/Neponset River Waterfront" of the series of maps entitled "Zoning Districts City of Boston" dated August 15, 1962, as amended, by Map Amendment No. 448, adopted by the Zoning Commission on May 4, 2005, effective May 10, 2005.

Petitioner: Boston Redevelopment Authority

By: _____
Peter Meade, Director

Address: City Hall/9th Floor

Boston, MA 02201-1007

Tel. No.: 722-4300, ext. 4308

Date: _____
as authorized by the BRA Board on December
15, 2011

FACT SHEET

First Amendment to Development Plan for Planned Development Area No. 64 (as so amended, the “PDA”)

Pier 4, South Boston Waterfront, Boston, Massachusetts

Project Description

The PDA was approved in 2005. The Original Development Plan includes an area of approximately 412,745 square feet (the “Site”) bounded by Boston Harbor to the north and east, Fan Pier to the west, and Seaport Boulevard to the south, as further described in the Original Development Plan, including approximately 232,354 square feet of buildable land (the “Buildable Land”) and approximately 180,391 square feet of Land Under Ocean. The Site is located within Boston’s Innovation District. In total, the Project, as modified by the First Amendment, will include up to 1,001,700 square feet of floor area, including approximately 20,000 square feet of Civic Space (as defined in the First Amendment), approximately 625,000 square feet of gross floor area devoted to Residential Uses¹, up to 314,700 square feet of gross floor area devoted to Hotel Uses, and up to 35,000 square feet of gross floor area devoted to Other Uses.

Project Design and Uses

The design of the Project will remain substantially consistent with the Project as approved by the BRA in an Adequacy Determination dated April 1, 2005. However, the First Amendment proposes the change of the use of the upper floors of the Office Building (as defined in the Original Development Plan)(hereinafter the “**High Rise Residential Building**”) from office to residential use (the “**Change of Use**”) and to provide for other minor changes as described in the First Amendment.

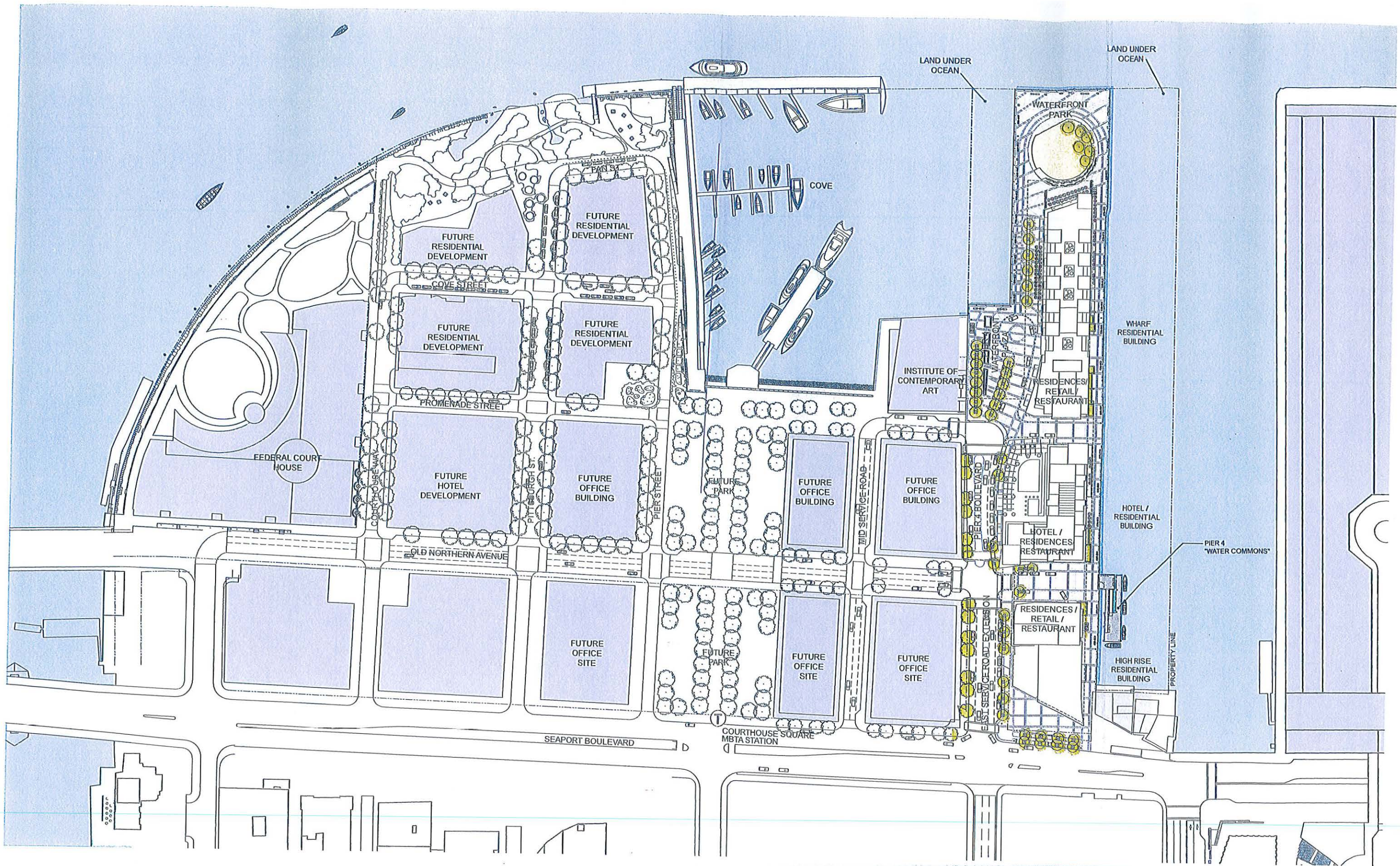
Specific Project Benefits

The Project brings a variety of public benefits to the City of Boston, including an approximately one-acre Waterfront Park, the Waterfront Plaza, the Water Commons, and approximately 1,800 linear feet of Harborwalk. Except as specifically set forth in the First Amendment, the Project remains as proposed in the Final Project Impact Report and approved in the Adequacy Determination issued for the Project on April 1, 2005. All amenities and requirements contained in the Adequacy Determination will continue to be provided in accordance with the original phasing plan for the Project. Accordingly, the Project will continue to consist of active public uses that will activate the waterfront and continue the recent momentum of the South Boston Waterfront as an innovative and exciting area to live and work in the City of Boston.

Description of Area Involved

The PDA was approved by Map Amendment No. 448. A copy of the Map Amendment is attached to this Fact Sheet.

¹ The amount of Residential Uses may vary and increase depending upon the final configuration and use of the Hotel/Residential Building, but will in all cases be subject to the cap of 1,001,700 square feet.



Pier 4

South Boston Waterfront ♦ Boston, Massachusetts

Context Site Plan
 FIRST AMENDMENT TO DEVELOPMENT PLAN
 17 OCTOBER 2011



New England
 THE HANOVER COMPANY

ARROW STREET

ADD Inc

SD-1

(CWD-2)

Municipal Harbor Plan Compliance			
Component	Proposed	Permitted / Required by MHP ¹	Compliance
Total Site Area:	412,745 SF	N/A	YES
Watersheet:	180,391 SF	N/A	YES
Buildable Lot Area:	232,354 SF	N/A	YES
Maximum Build out:	1,001,700 SF (including 20,000 SF civic/cultural function)	1,001,700 SF (including 20,000 SF civic/cultural function)	YES
Floor Area Ratio ² (FAR)	4.31	N/A	YES
Building Footprints: Phase 3 Wharf Residential Building Phase 2 Hotel / Residential Building Phase 1 High Rise Residential Bldg.	36,762 SF 33,881 SF 24,986 SF	N/A	YES
Building Heights: ³ Phase 3 Wharf Residential Building Phase 2 Hotel / Residential Building Phase 1 High Rise Residential Bldg.	100 Feet 170 Feet 235 Feet	100 Feet 170 Feet 250 Feet	YES
Building Setbacks: Seaward Pier End Cove Pier Edge Easterly Pier Edge	200 Feet 46 Feet 26 Feet	200 Feet 46 Feet 26 Feet	YES
Water Dependent Use Zone:	62,667 SF	61,697 SF	YES
Open Space:	≥ 56%	56%	YES
Pedestrian Usable Open Space (exclusive of streets)	≥ 40%	40%	YES
Civic Space:	20,000 SF	20,000 SF	YES
All Seasons Gathering Area:	YES	YES	YES

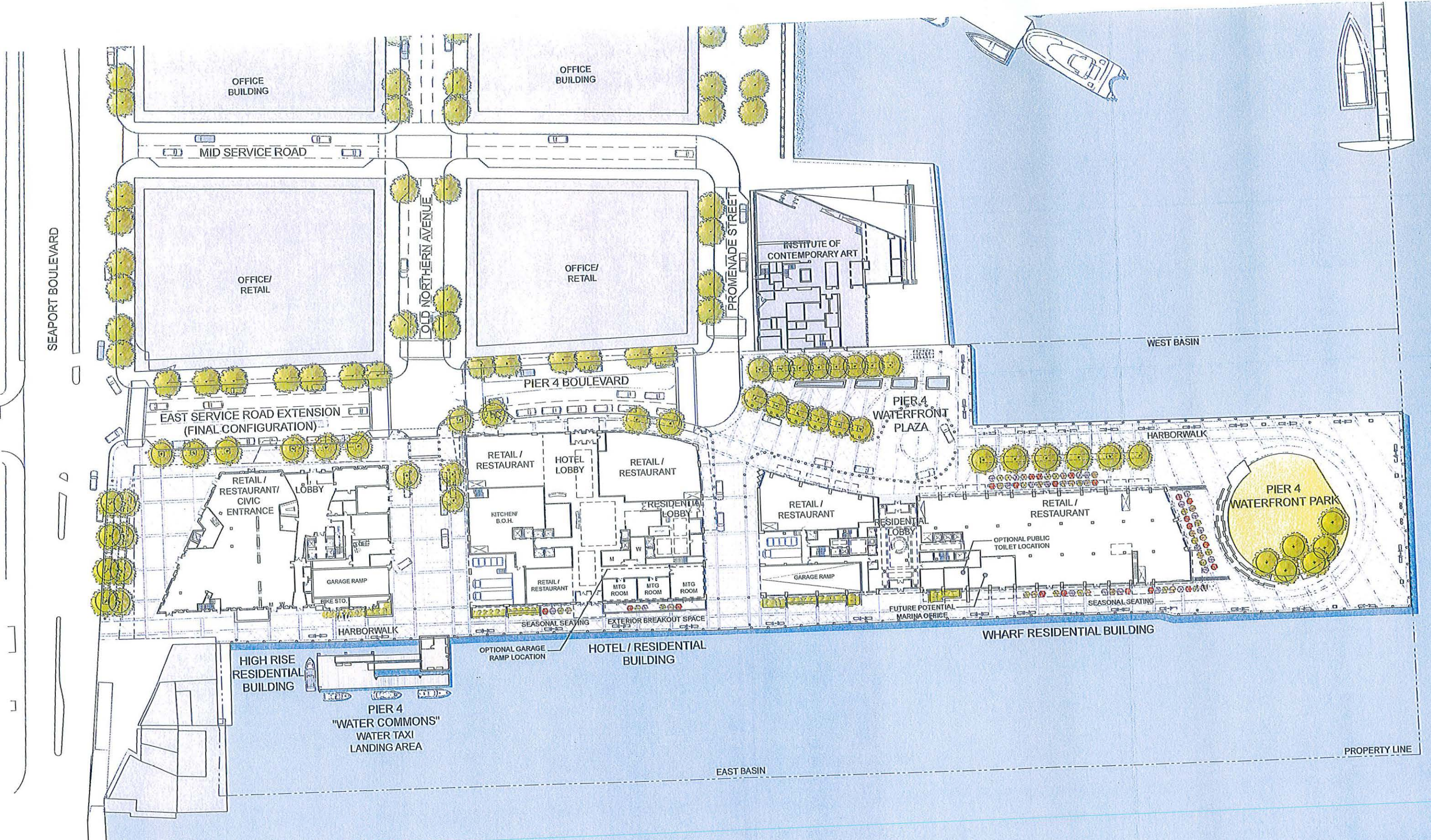
¹ City of Boston's South Boston Waterfront District Municipal Harbor Plan as approved, with modifications, by the Secretary of Environmental Affairs' December 6, 2000 Decision.

² FAR calculation includes 20,000 SF civic space and excludes existing Structures on the Site.

³ Building heights are measured in accordance with the Boston Zoning Code definition for building heights. FAA flight regulations will govern maximum building elevations.

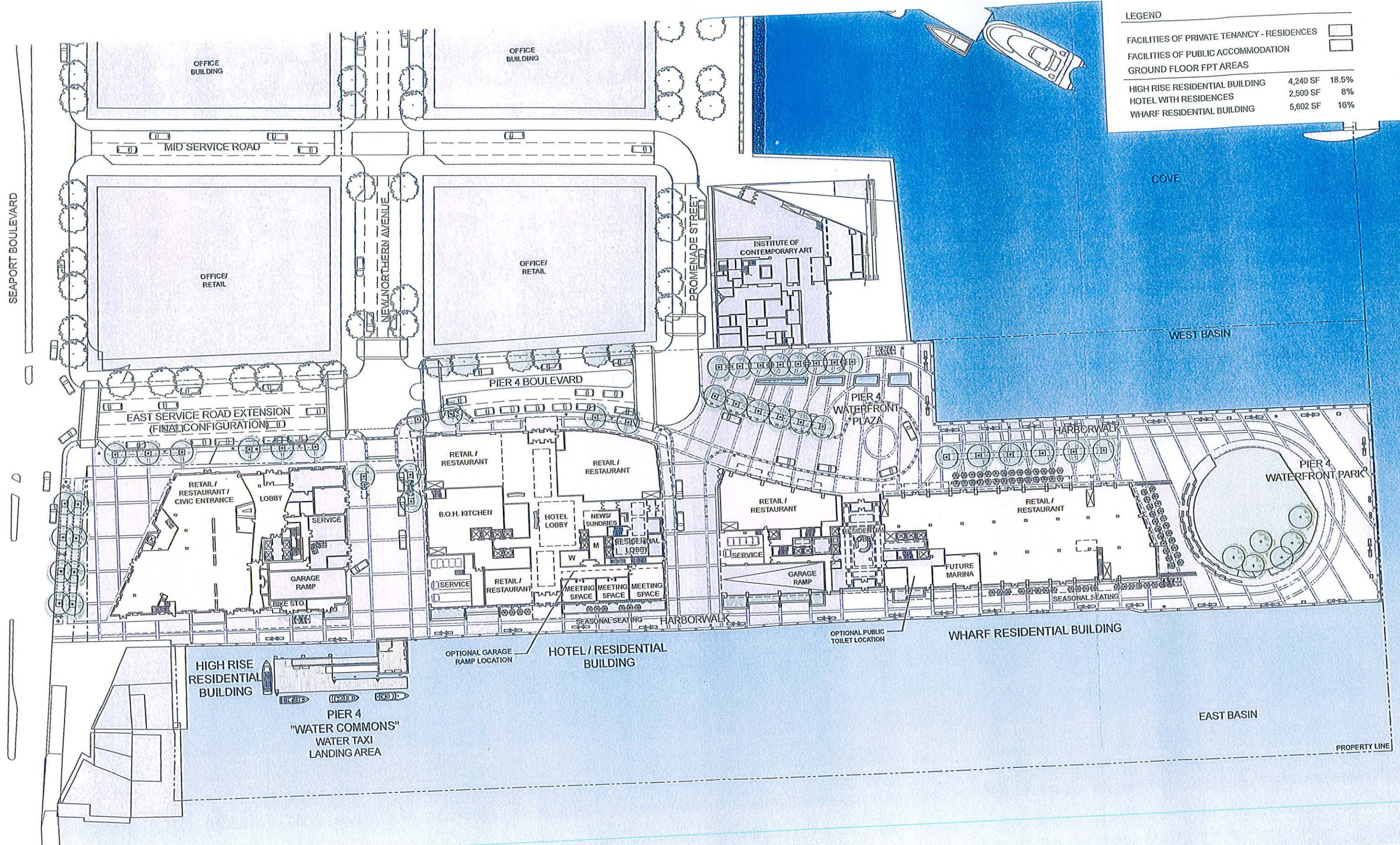
Pier 4 Public Benefits Summary

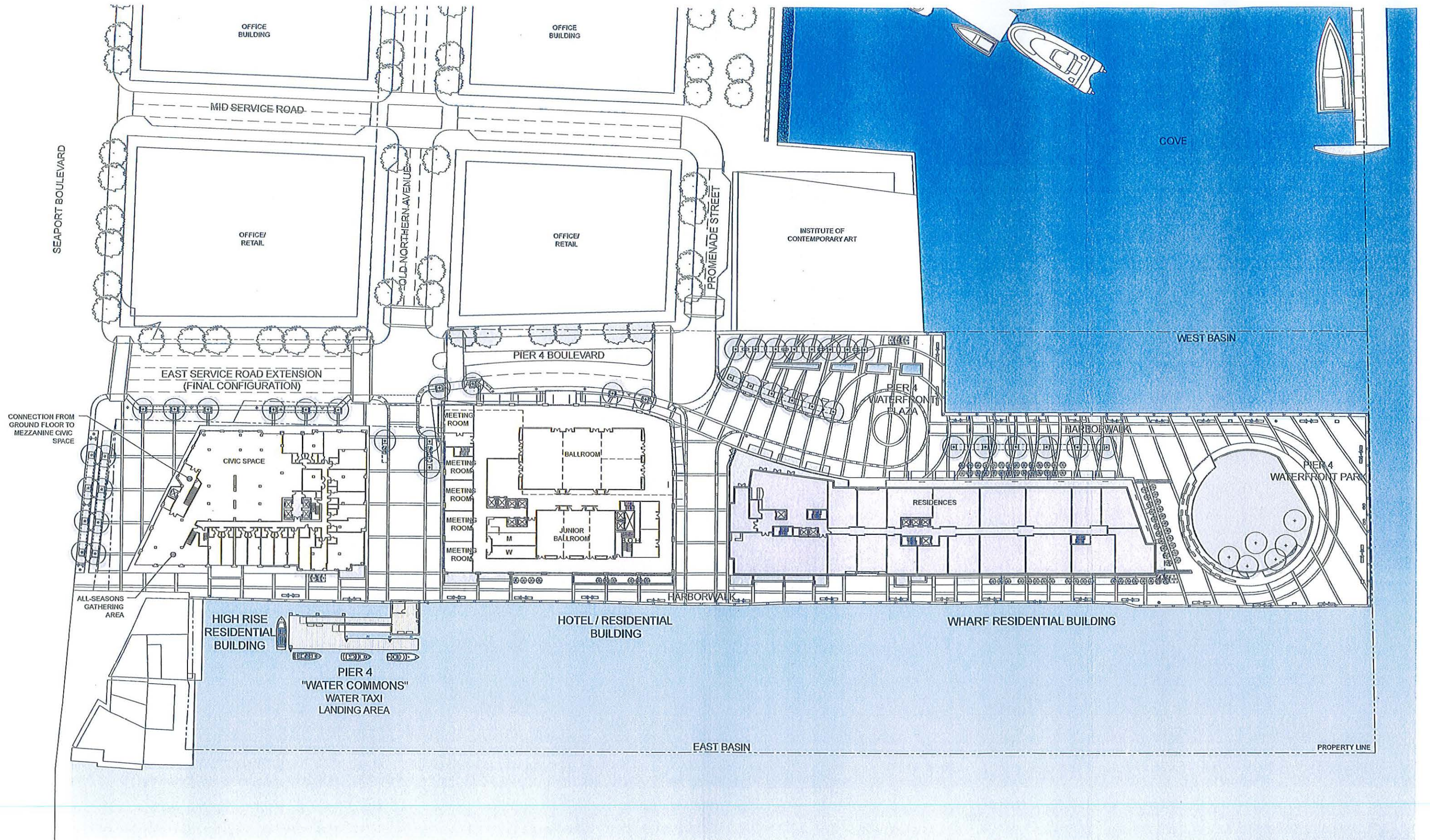
- Signature Waterfront Park: 40,000SF
- Waterfront Plaza: 23,000 SF
- Harborwalk: 1,800 linear feet
- Water Commons:
 - Water taxi landing area
 - Fish cleaning station
 - Bait and tackle shop or kiosk
 - "Touch and go" dock
- Civic Space: 20,000SF
- All Seasons Gathering Area
- Community and Affordable Housing: on-site affordable units coupled with a cash contribution
- Project Innovation District commitment: on-site micro units with amenities
- New hotel tax revenues: estimated at \$3 to \$4.5 million annually
- New real estate tax revenues: estimated at approximately \$8 million annually at full build-out
- Development Impact Project Exactions: Jobs and housing linkage contributions of approximately \$2,200,000
- Construction Employment: 500-600 new construction jobs
- Permanent Job Creation: 300-400 new permanent jobs in retail, restaurant, and maintenance; and 175-225 new permanent jobs in the hotel sector.
- Traffic Improvements: signal and phasing modifications to improve traffic flow and queues;
- Sewer infrastructure improvements
- Water transportation contribution (including direct cash payments and credits for capital expenditures) in accordance with the DEP Draft Water Transportation Policy equaling \$1,903,000;
- Additional water transportation contribution: \$265,000
- Building design improvements to further enhance the activation of the east side of the pier

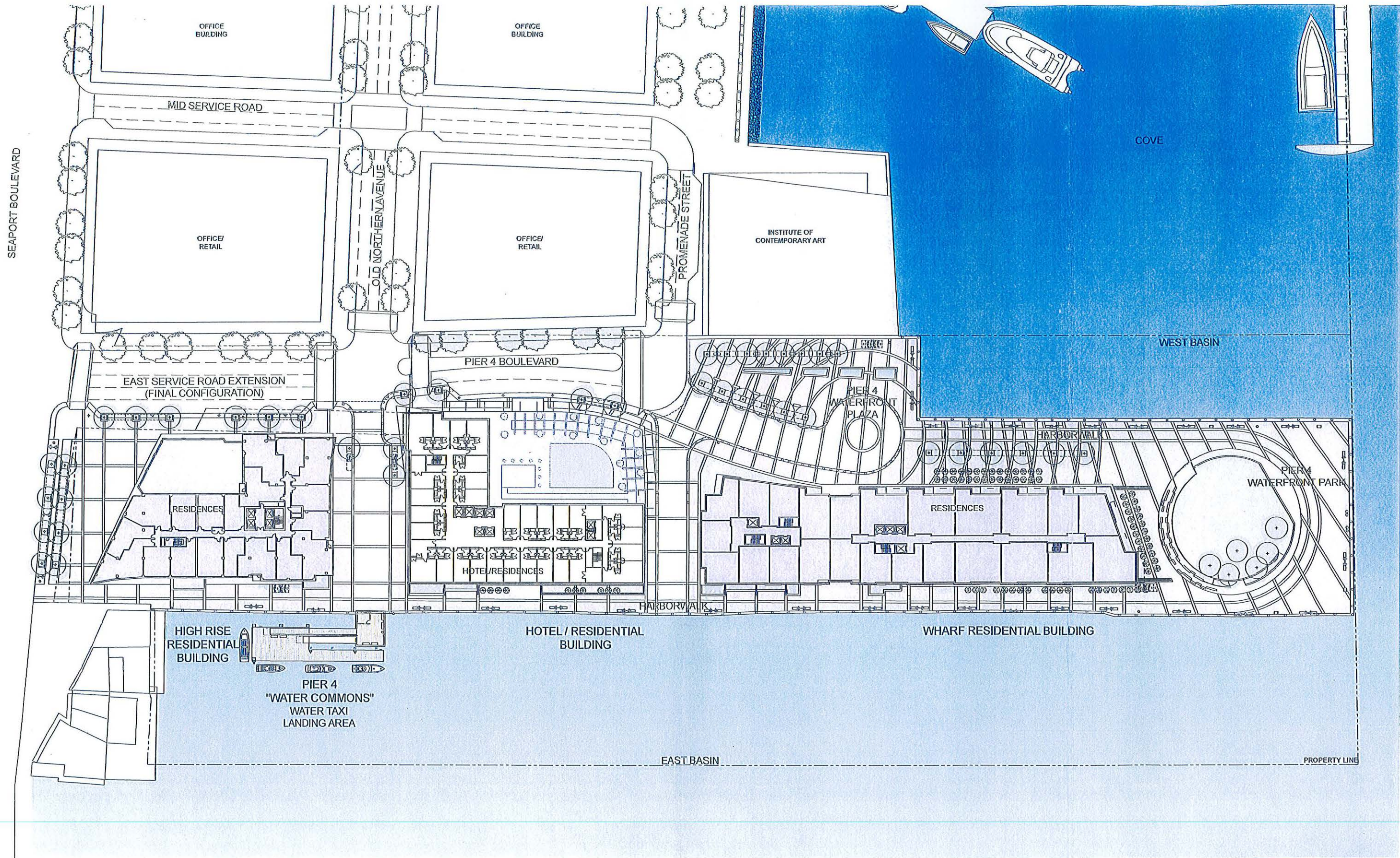


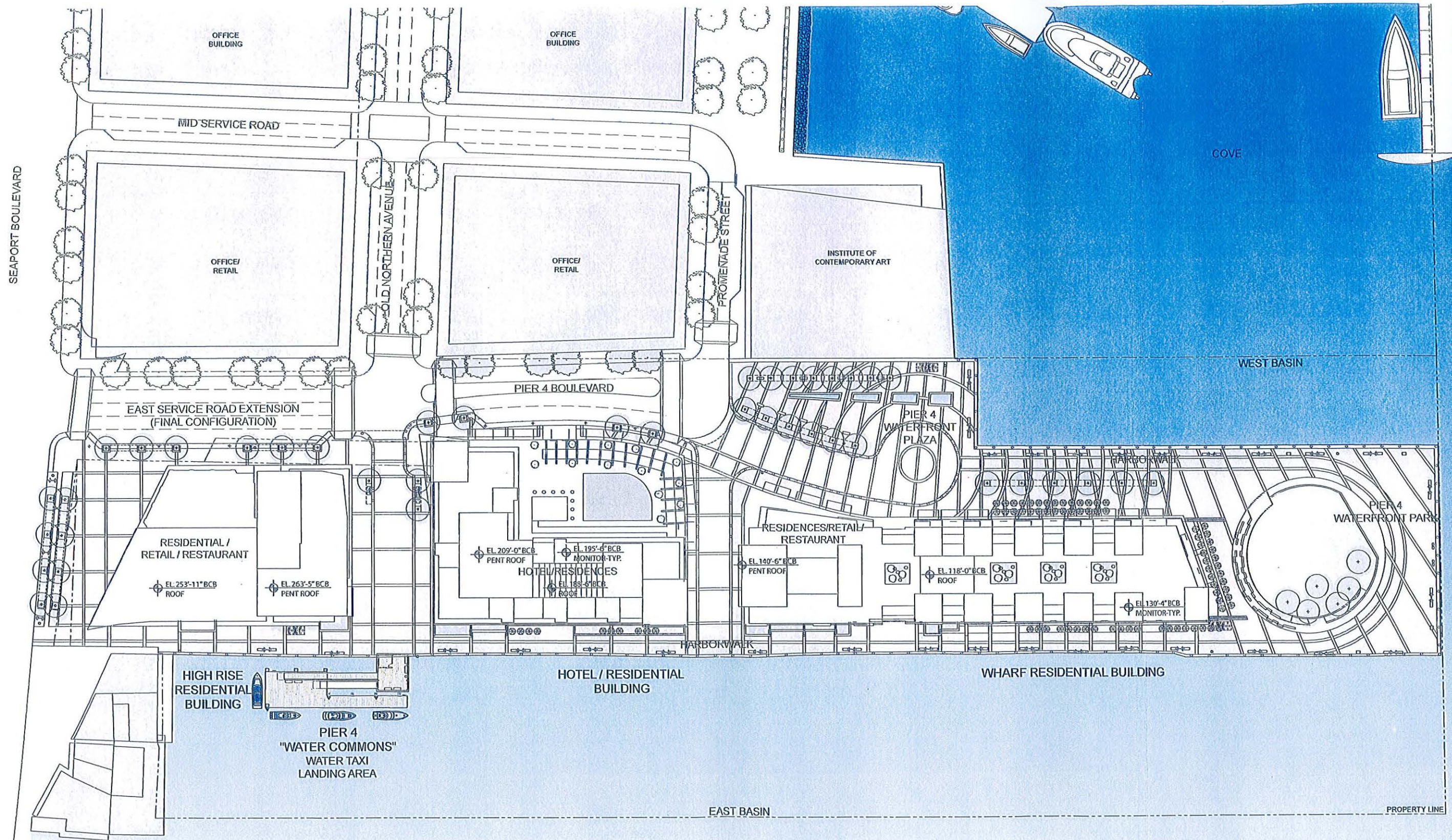
LEGEND

FACILITIES OF PRIVATE TENANCY - RESIDENCES		
FACILITIES OF PUBLIC ACCOMMODATION		
GROUND FLOOR FPT AREAS		
HIGH RISE RESIDENTIAL BUILDING	4,240 SF	18.5%
HOTEL WITH RESIDENCES	2,500 SF	8%
WHARF RESIDENTIAL BUILDING	5,602 SF	16%



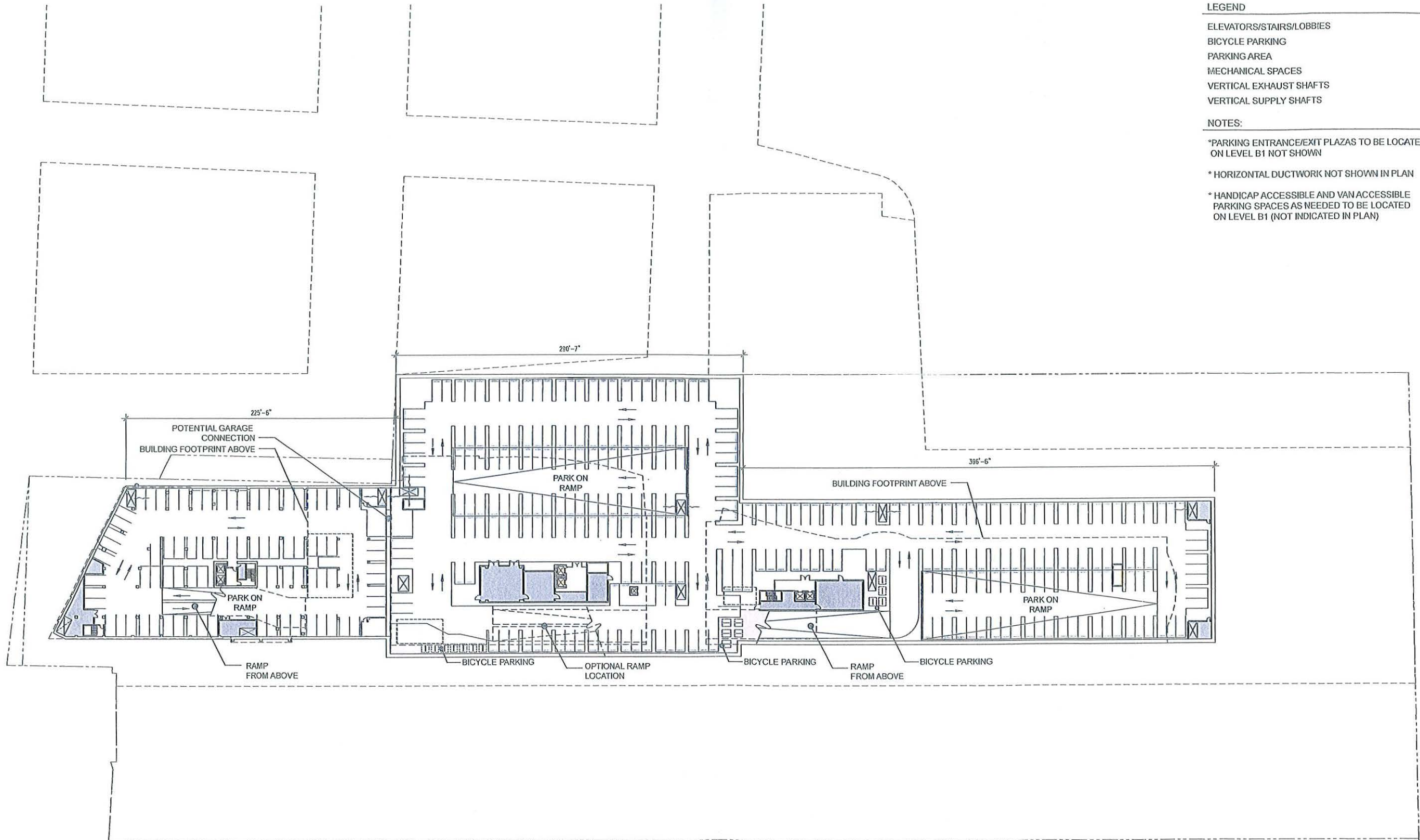






ROOF HEIGHTS ARE IN FEET
ABOVE FINISH GROUND FLOOR





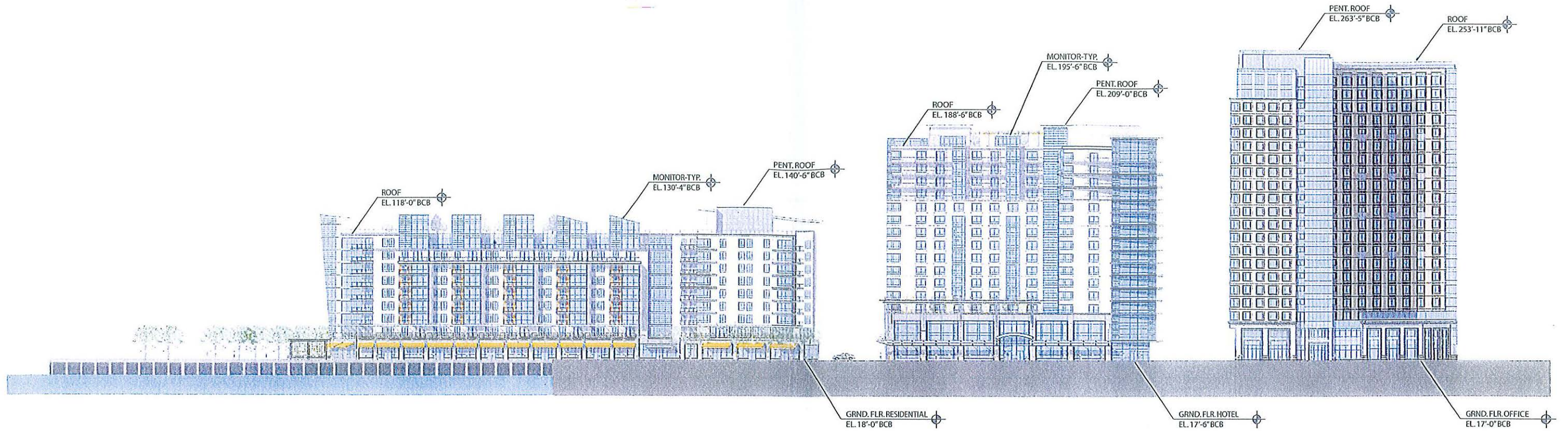
LEGEND

ELEVATORS/STAIRS/LOBBIES	
BICYCLE PARKING	
PARKING AREA	
MECHANICAL SPACES	
VERTICAL EXHAUST SHAFTS	
VERTICAL SUPPLY SHAFTS	

NOTES:

- *PARKING ENTRANCE/EXIT PLAZAS TO BE LOCATED ON LEVEL B1 NOT SHOWN
- * HORIZONTAL DUCTWORK NOT SHOWN IN PLAN
- * HANDICAP ACCESSIBLE AND VAN ACCESSIBLE PARKING SPACES AS NEEDED TO BE LOCATED ON LEVEL B1 (NOT INDICATED IN PLAN)

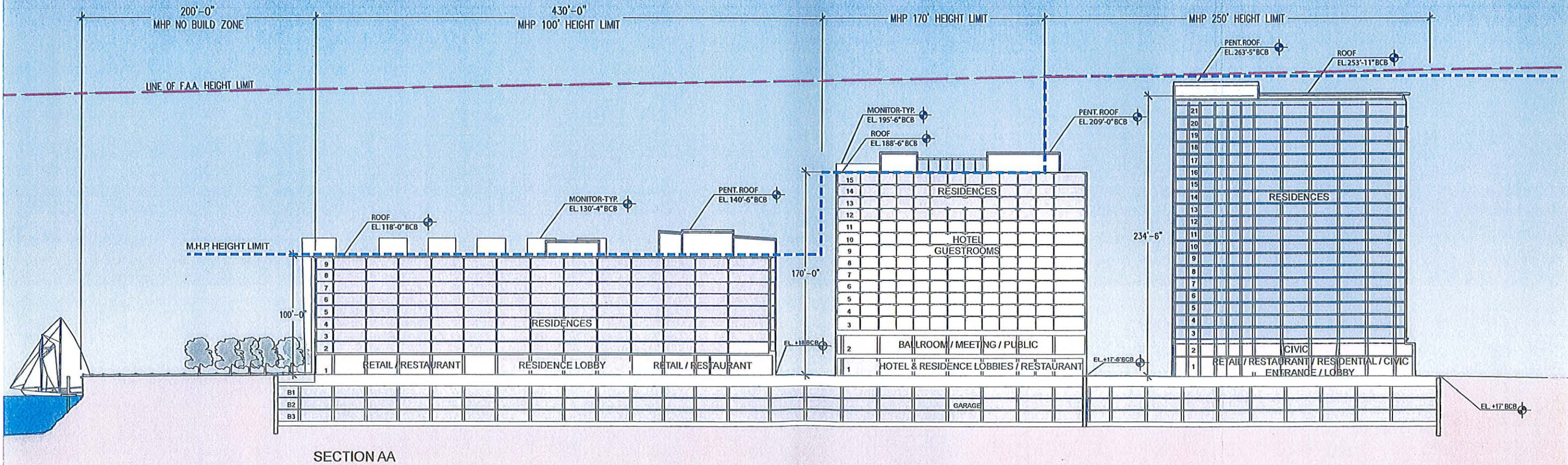
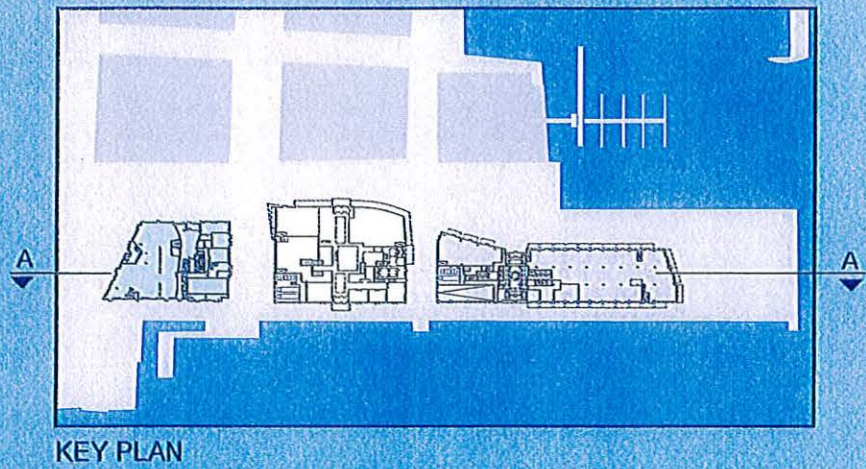
NOTE: Final layout of garage and layout of mechanical spaces and appurtenances to be determined as construction progresses.

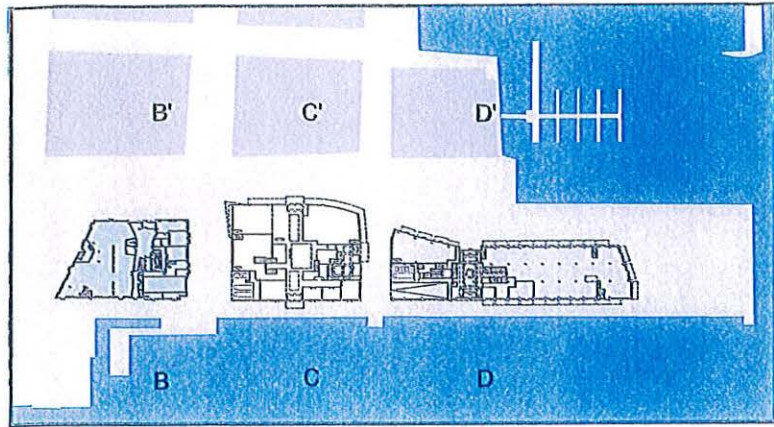


West Elevation

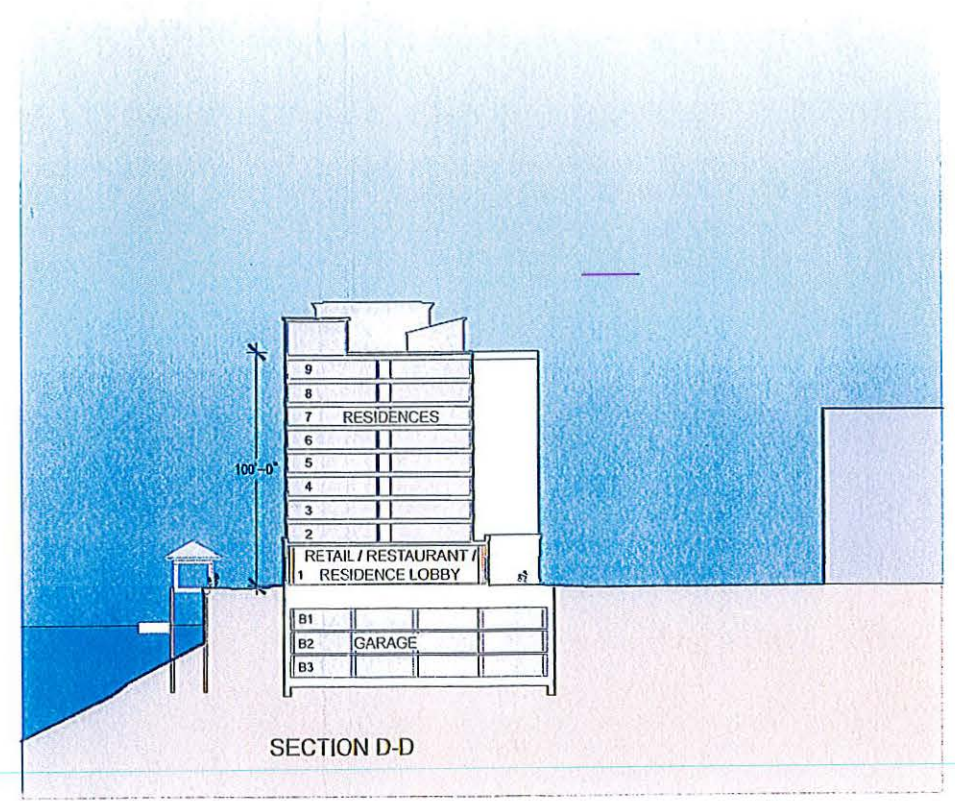
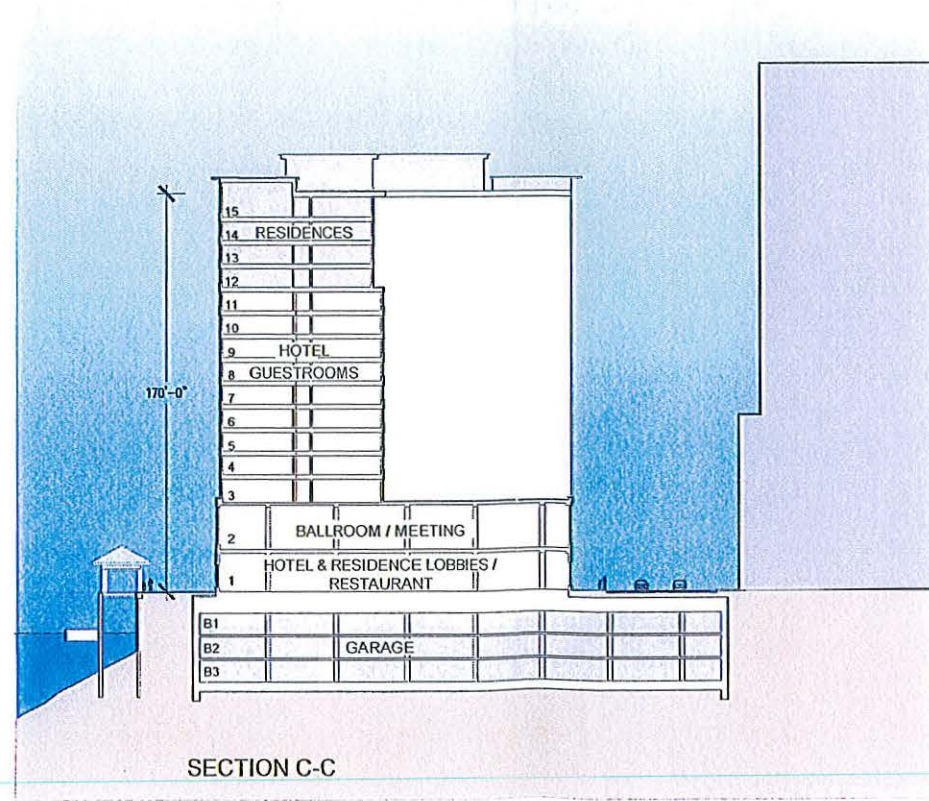
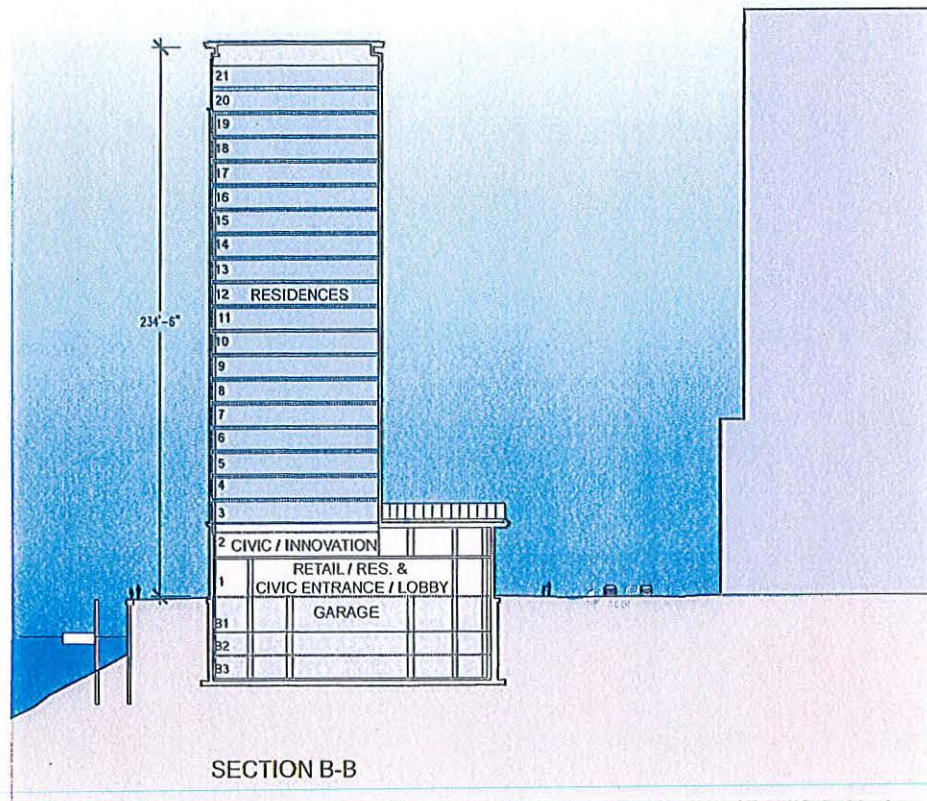


East Elevation

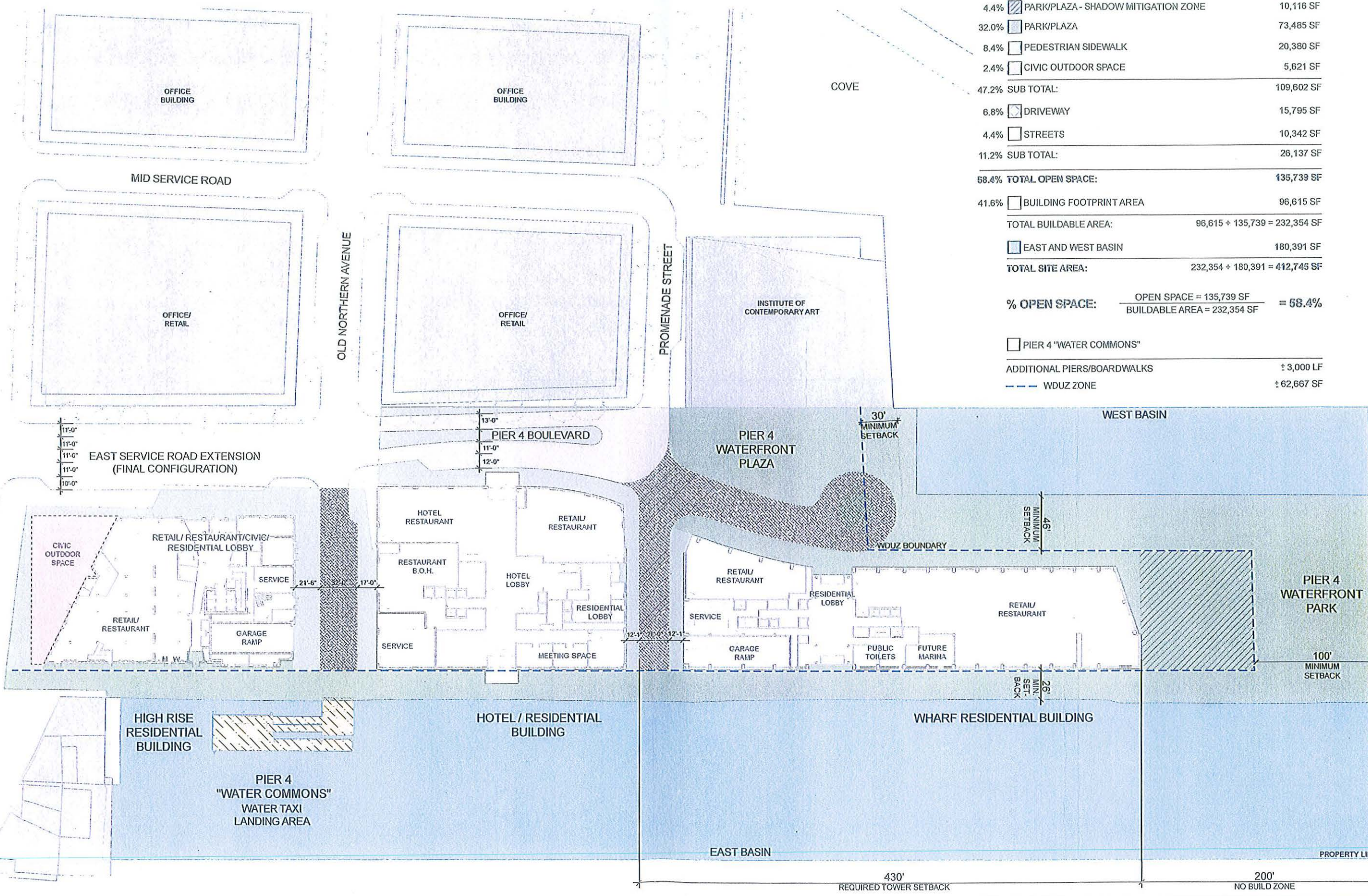




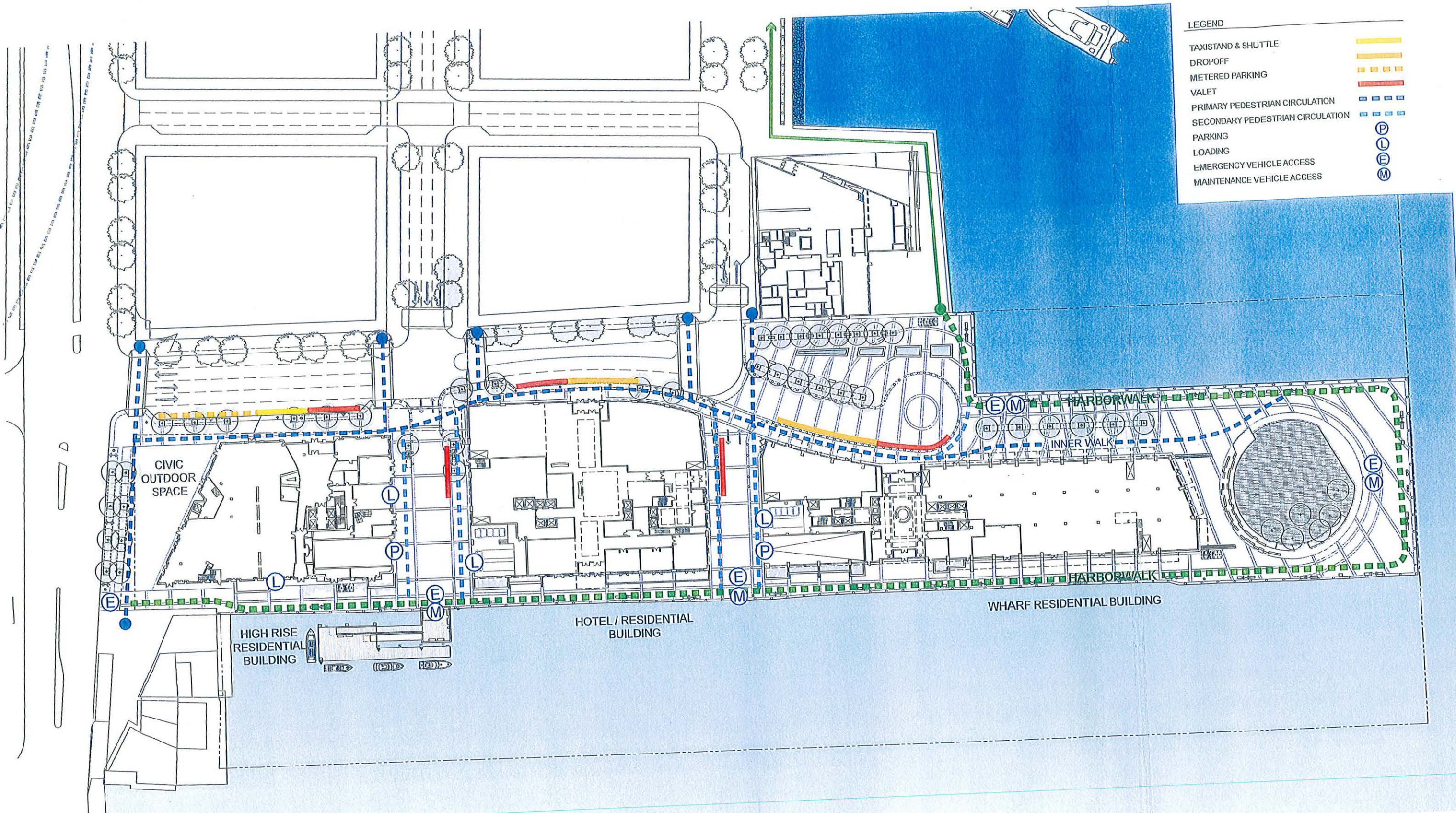
KEY PLAN



SEAPORT BOULEVARD

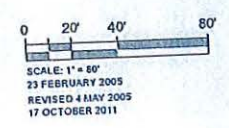


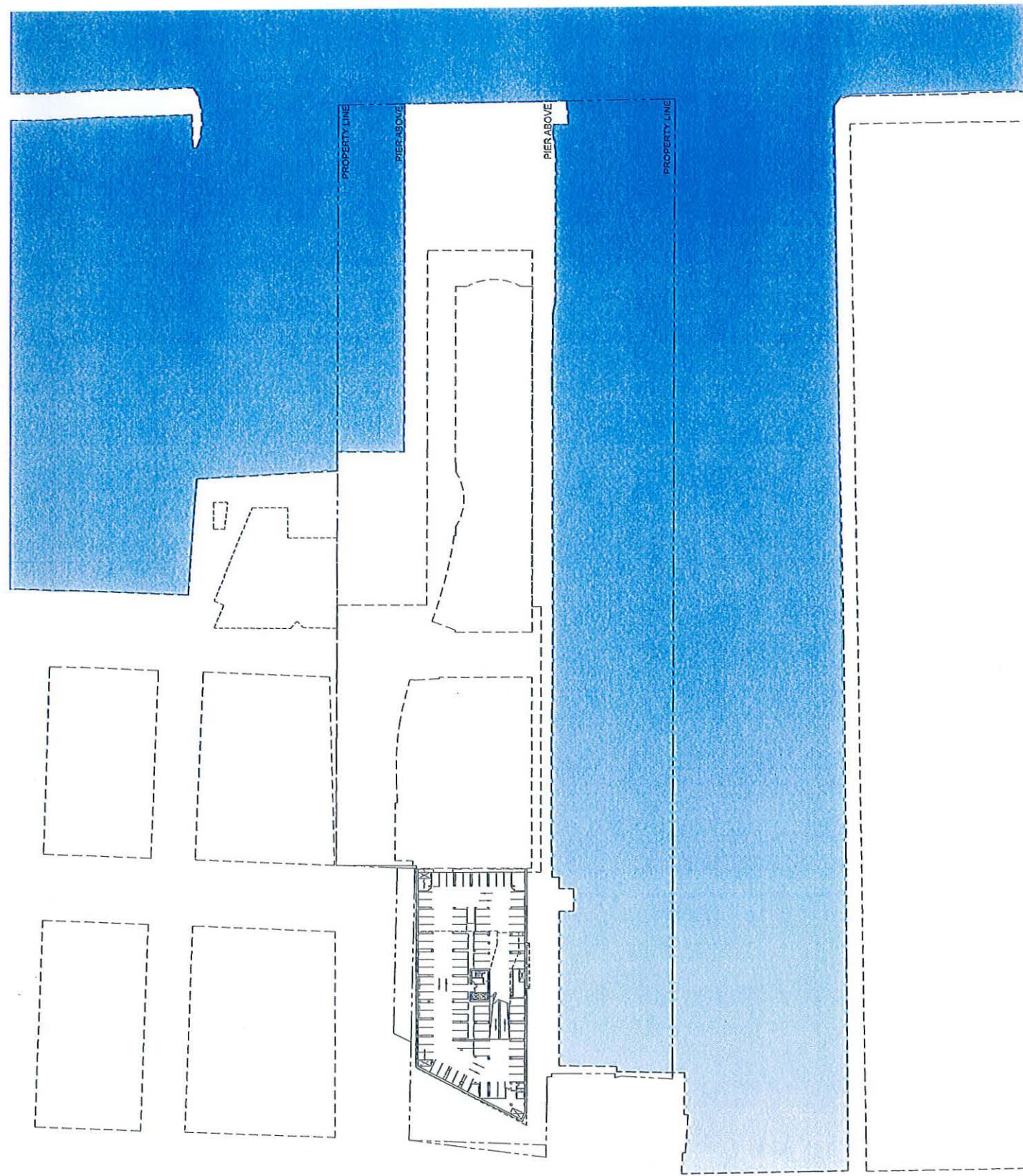
4.4%		PARK/PLAZA - SHADOW MITIGATION ZONE	10,116 SF	
32.0%		PARK/PLAZA	73,485 SF	
8.4%		PEDESTRIAN SIDEWALK	20,380 SF	
2.4%		CIVIC OUTDOOR SPACE	5,621 SF	
47.2% SUB TOTAL:			109,602 SF	
6.8%		DRIVEWAY	15,795 SF	
4.4%		STREETS	10,342 SF	
11.2% SUB TOTAL:			26,137 SF	
58.4% TOTAL OPEN SPACE:			135,739 SF	
41.6% BUILDING FOOTPRINT AREA			96,615 SF	
TOTAL BUILDABLE AREA:		96,615 + 135,739 = 232,354 SF		
			EAST AND WEST BASIN	180,391 SF
TOTAL SITE AREA:		232,354 + 180,391 = 412,745 SF		
% OPEN SPACE:		$\frac{\text{OPEN SPACE} = 135,739 \text{ SF}}{\text{BUILDABLE AREA} = 232,354 \text{ SF}} = 58.4\%$		
			PIER 4 "WATER COMMONS"	
ADDITIONAL PIERS/BOARDWALKS			± 3,000 LF	
			WDOZ ZONE	± 62,667 SF



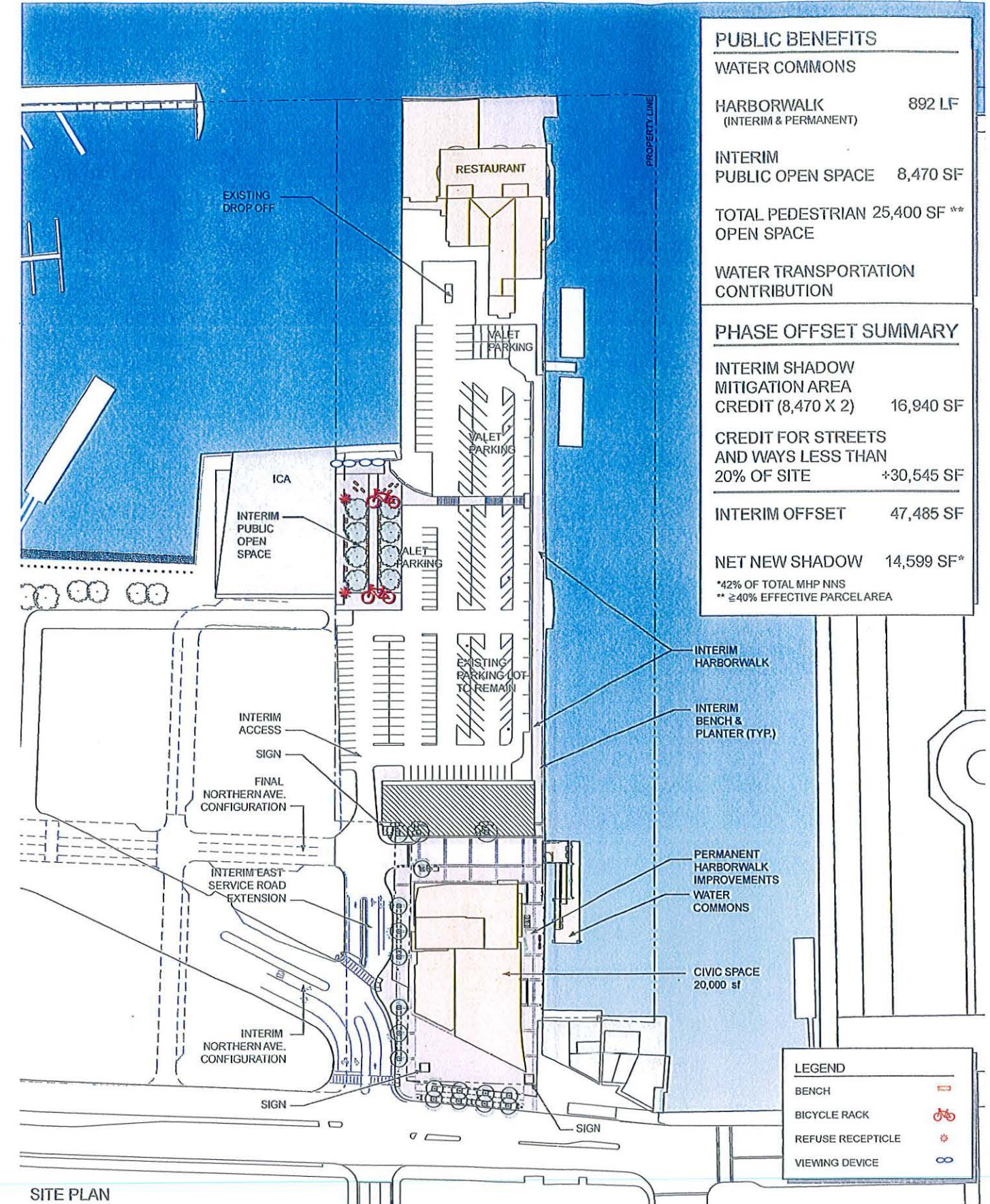
LEGEND

TAXISTAND & SHUTTLE	
DROPOFF	
METERED PARKING	
VALET	
PRIMARY PEDESTRIAN CIRCULATION	
SECONDARY PEDESTRIAN CIRCULATION	
PARKING	
LOADING	
EMERGENCY VEHICLE ACCESS	
MAINTENANCE VEHICLE ACCESS	



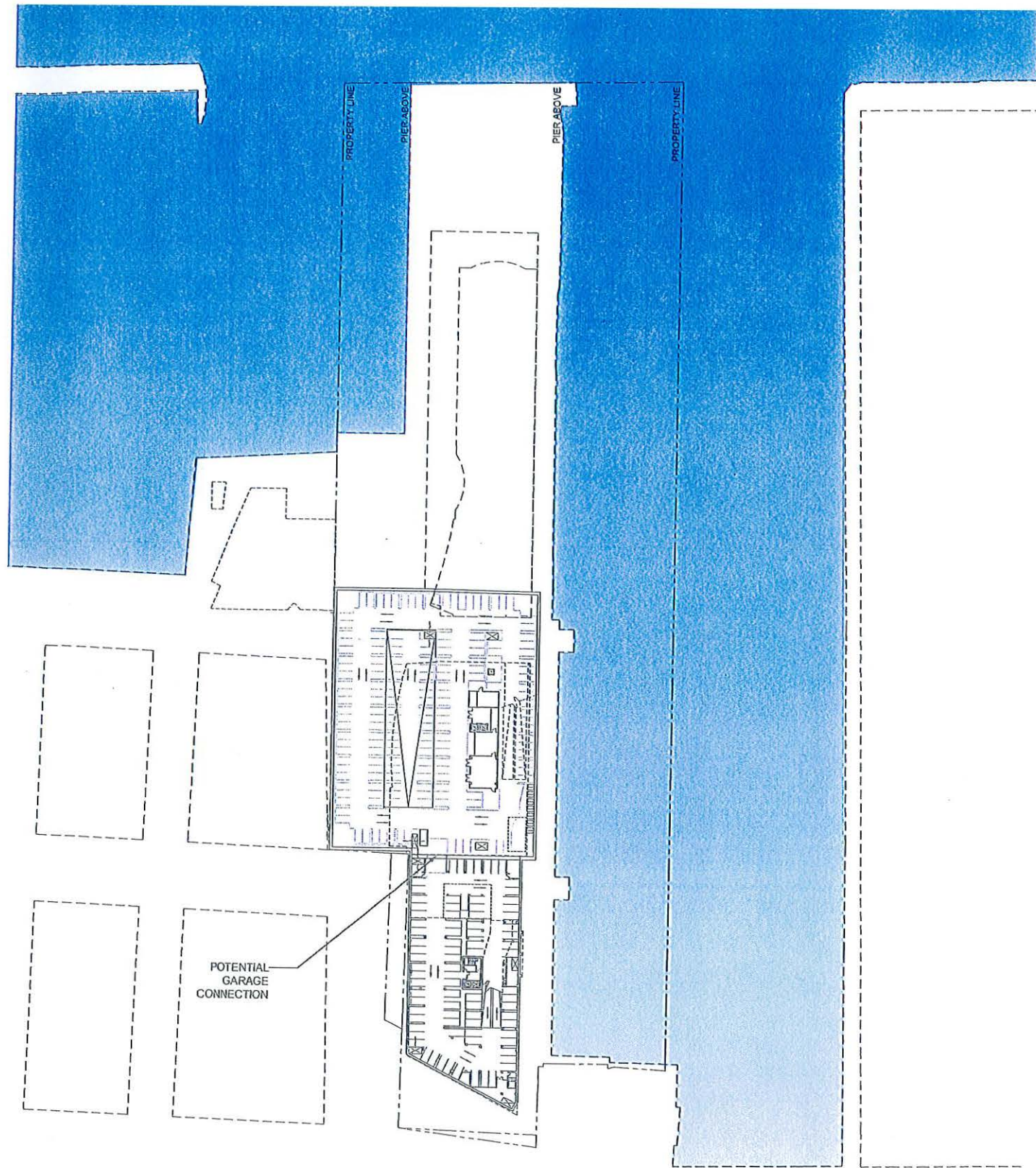


GARAGE LEVEL B-1 PLAN

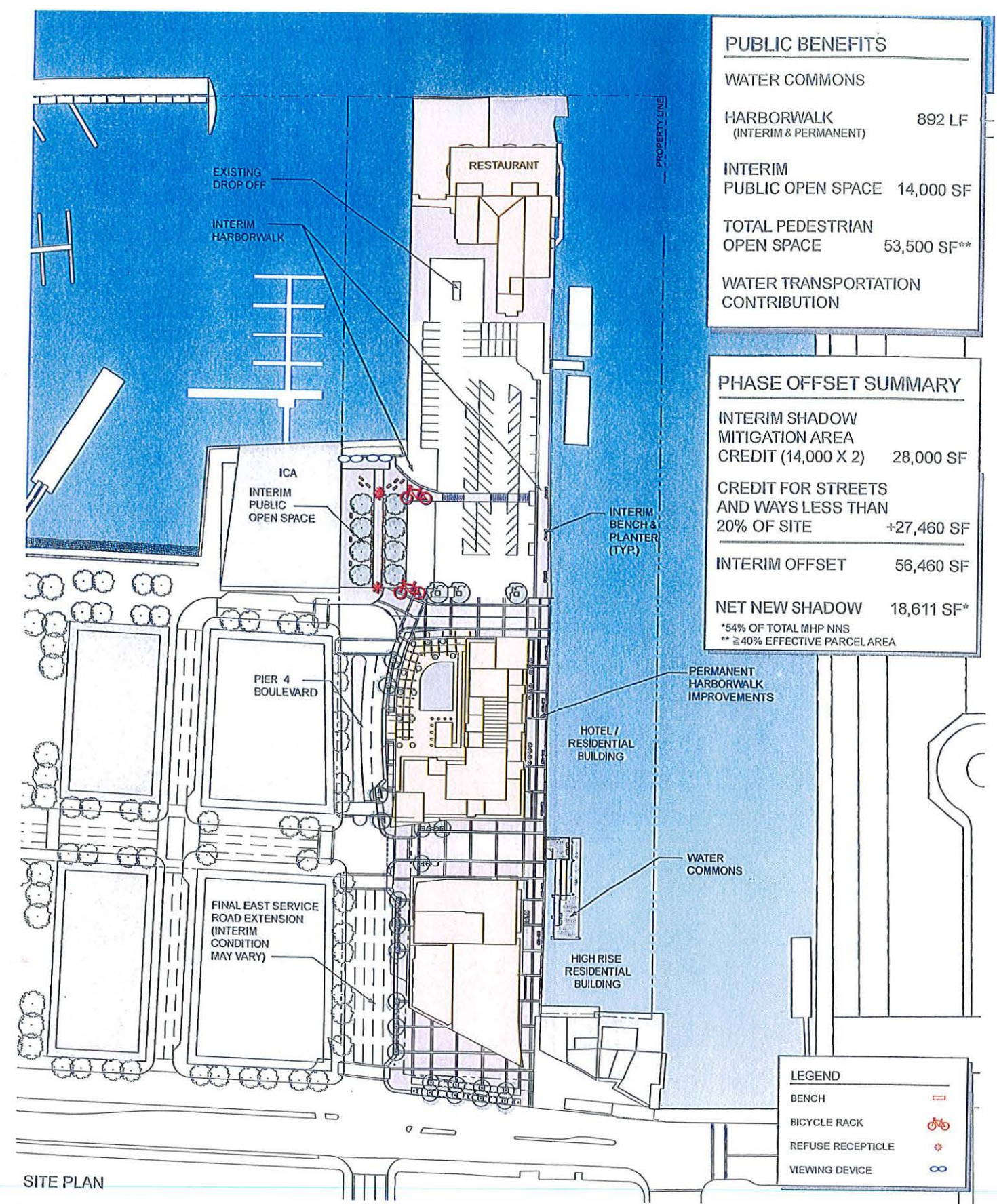


SITE PLAN





GARAGE LEVEL B-1 PLAN



SITE PLAN

PUBLIC BENEFITS

WATER COMMONS	
HARBORWALK (INTERIM & PERMANENT)	892 LF
INTERIM PUBLIC OPEN SPACE	14,000 SF
TOTAL PEDESTRIAN OPEN SPACE	53,500 SF**
WATER TRANSPORTATION CONTRIBUTION	

PHASE OFFSET SUMMARY

INTERIM SHADOW MITIGATION AREA CREDIT (14,000 X 2)	28,000 SF
CREDIT FOR STREETS AND WAYS LESS THAN 20% OF SITE	+27,460 SF
INTERIM OFFSET	56,460 SF
NET NEW SHADOW	18,611 SF*

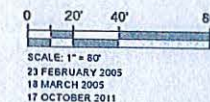
*54% OF TOTAL MHP NNS
** ≥ 40% EFFECTIVE PARCEL AREA

LEGEND

BENCH	—
BICYCLE RACK	🚲
REFUSE RECEPTACLE	♻️
VIEWING DEVICE	∞



Phasing Diagrams
Phase 1 Residential-Hotel Phase
FIRST AMENDMENT TO DEVELOPMENT PLAN
17 OCTOBER 2011



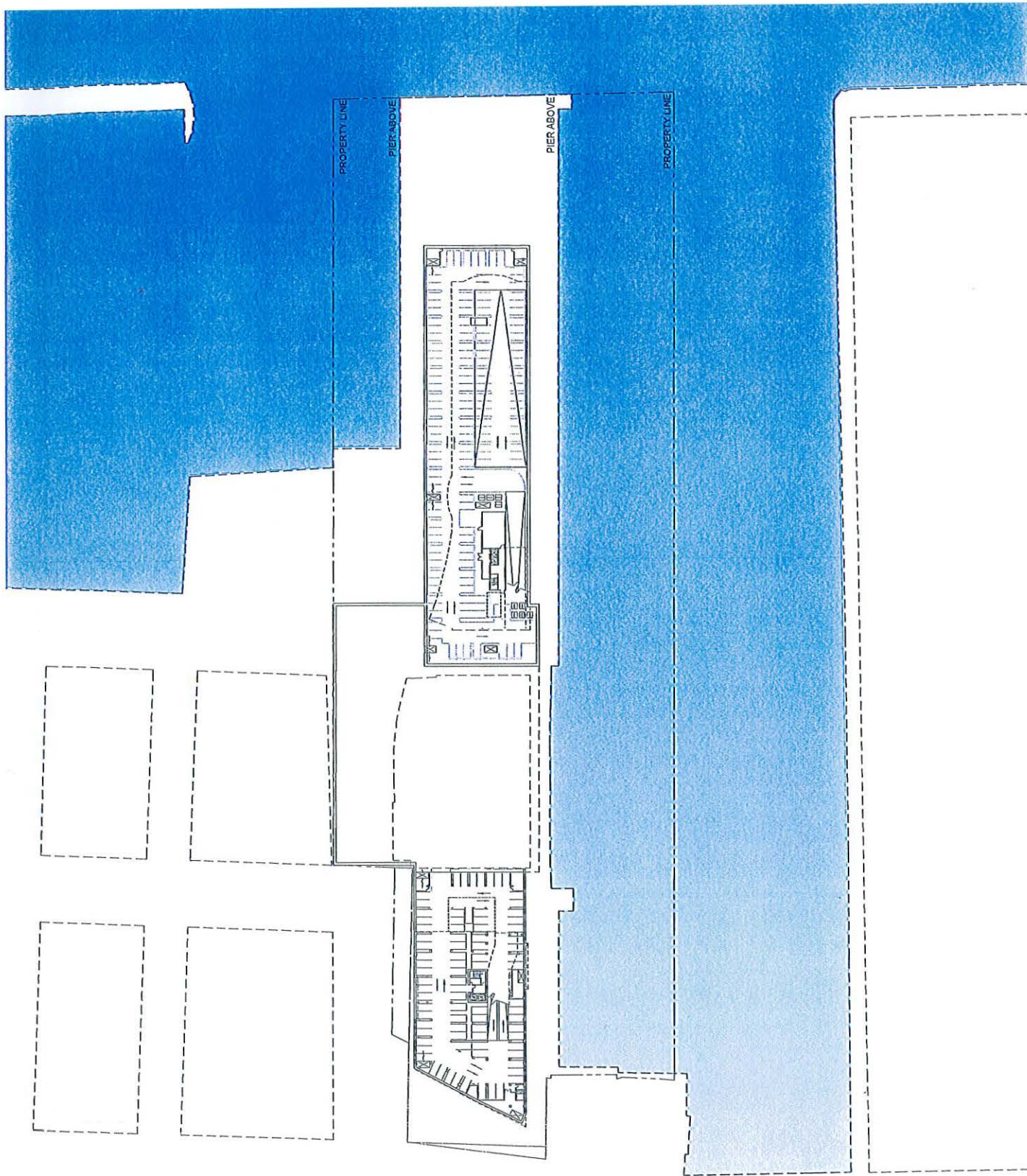
New England
THE HANOVER COMPANY

ARROW STREET

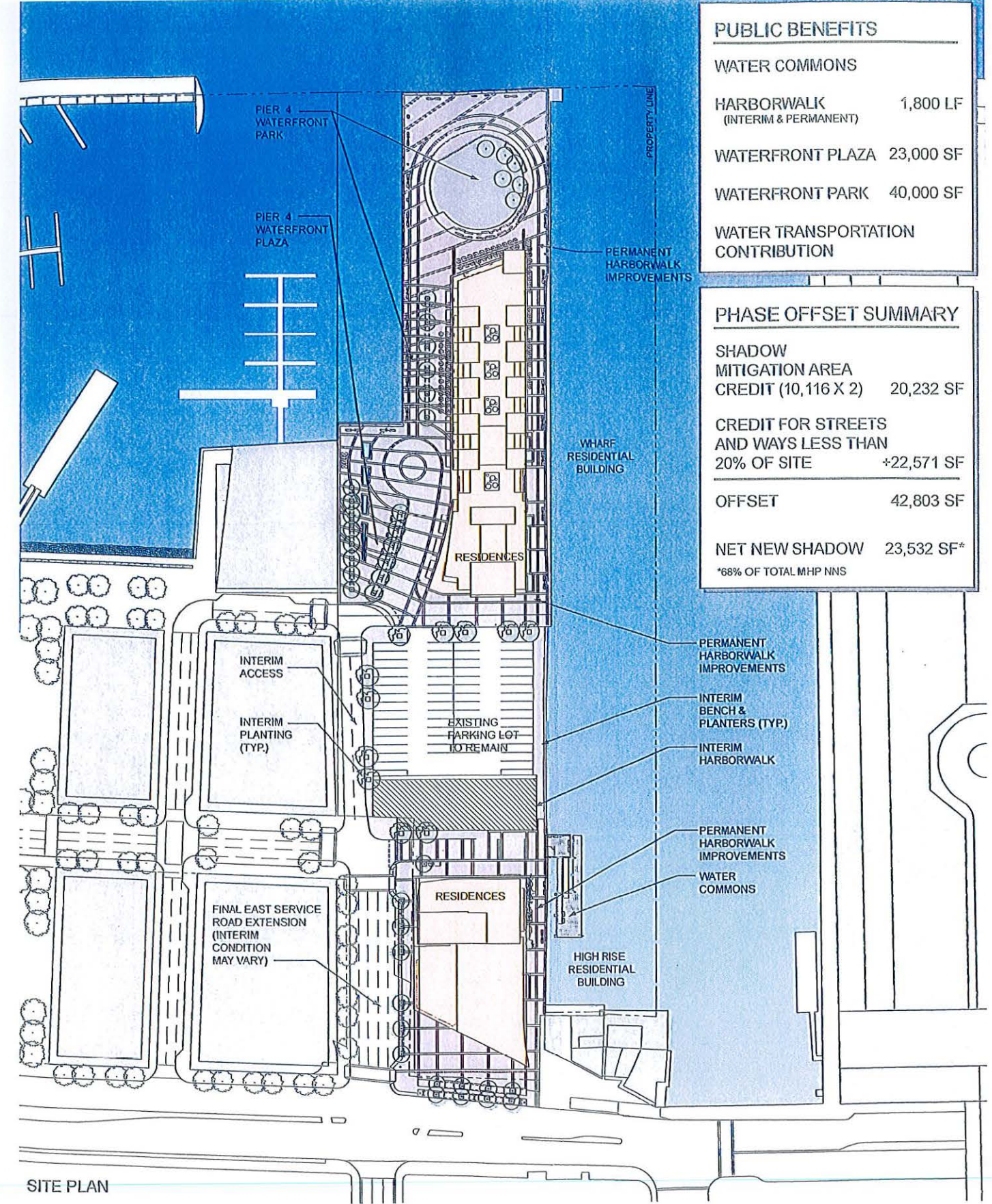
ADD Inc

PH-2

(CWD-24)

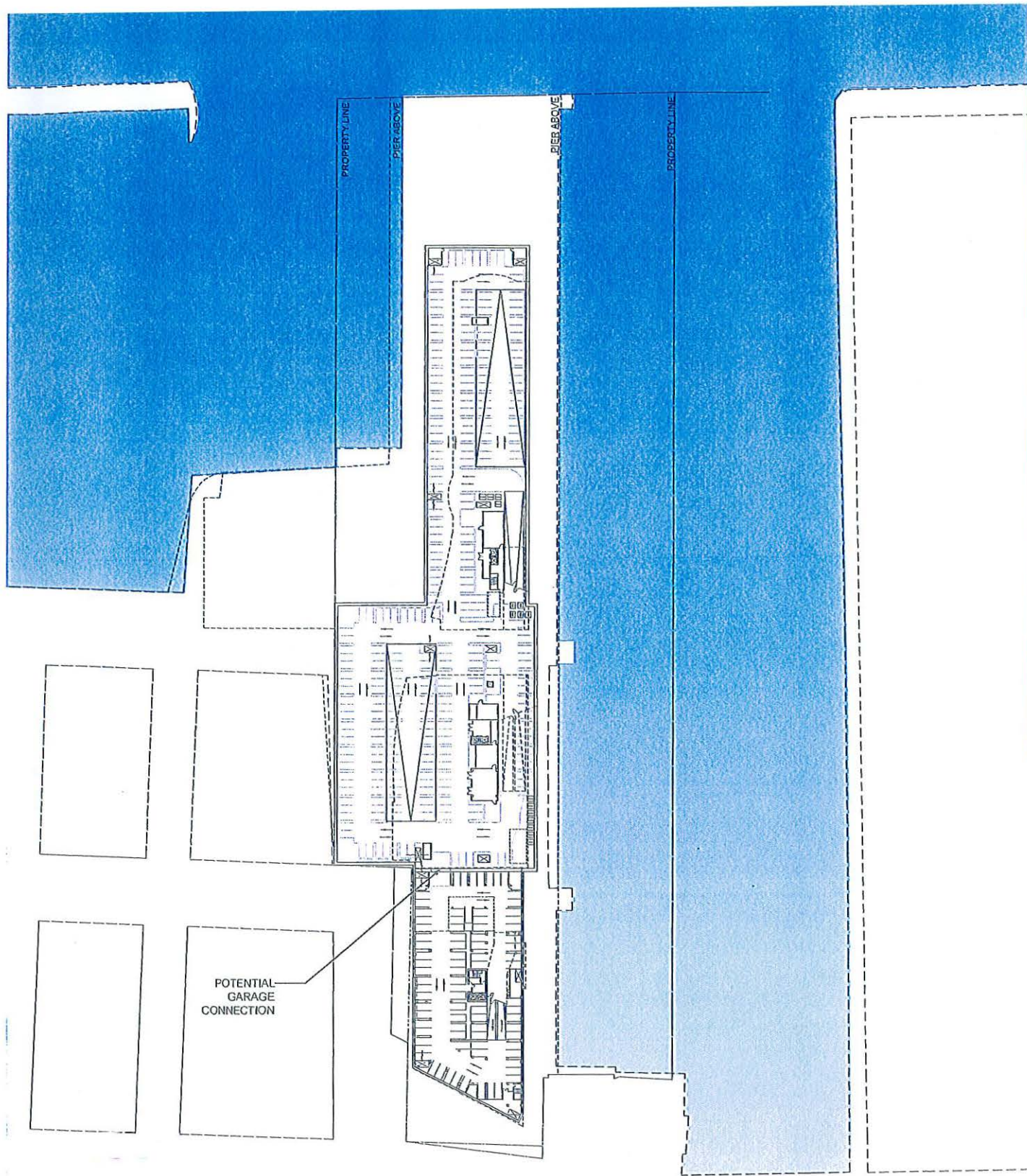


GARAGE LEVEL B-1 PLAN

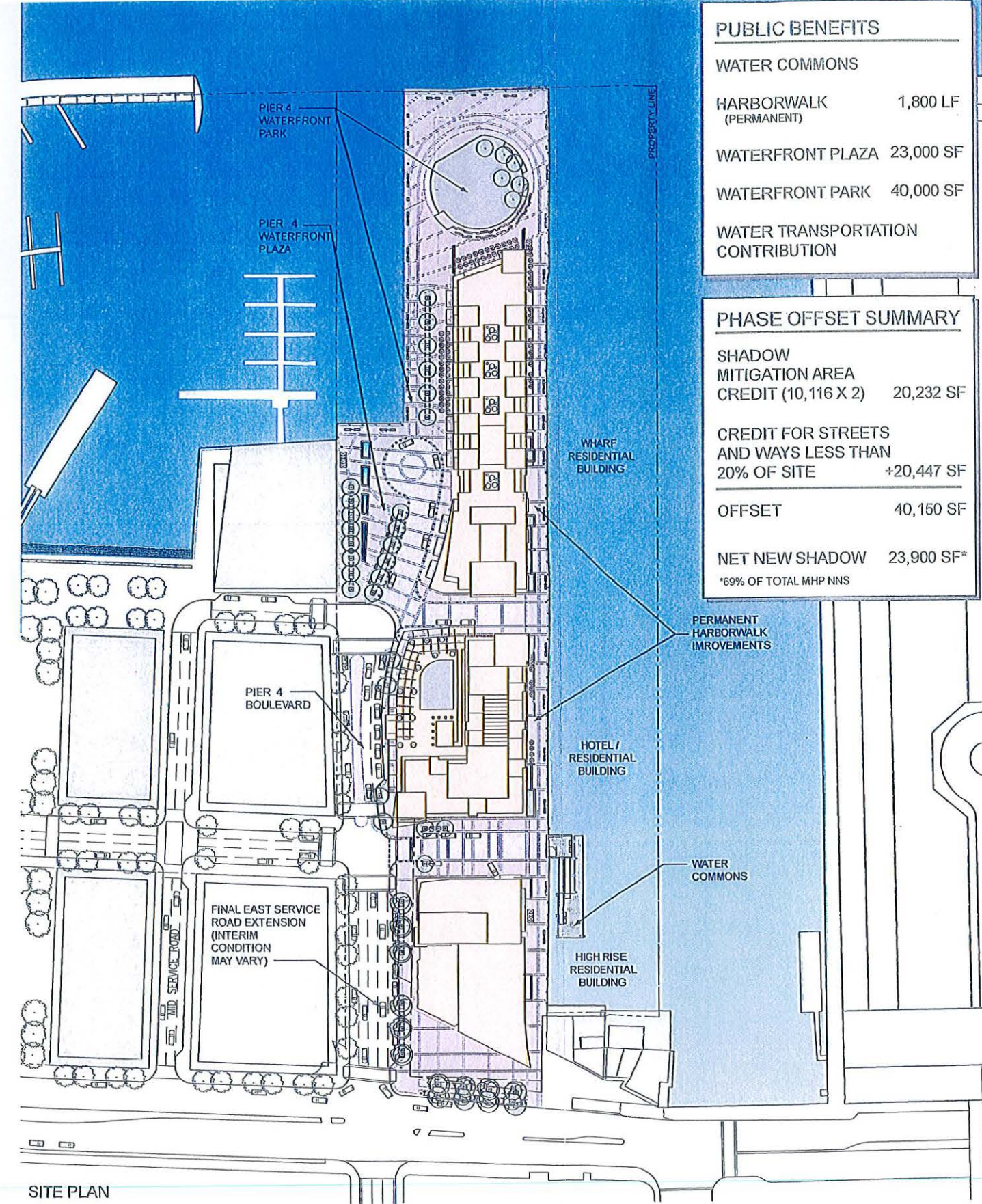


SITE PLAN

PUBLIC BENEFITS	
WATER COMMONS	
HARBORWALK (INTERIM & PERMANENT)	1,800 LF
WATERFRONT PLAZA	23,000 SF
WATERFRONT PARK	40,000 SF
WATER TRANSPORTATION CONTRIBUTION	
PHASE OFFSET SUMMARY	
SHADOW MITIGATION AREA CREDIT (10,116 X 2)	
	20,232 SF
CREDIT FOR STREETS AND WAYS LESS THAN 20% OF SITE	
	+22,571 SF
OFFSET	42,803 SF
NET NEW SHADOW	23,532 SF*
*68% OF TOTAL MHP NNS	



GARAGE LEVEL B-1 PLAN



SITE PLAN

PUBLIC BENEFITS

WATER COMMONS	
HARBORWALK (PERMANENT)	1,800 LF
WATERFRONT PLAZA	23,000 SF
WATERFRONT PARK	40,000 SF
WATER TRANSPORTATION CONTRIBUTION	

PHASE OFFSET SUMMARY

SHADOW MITIGATION AREA CREDIT (10,116 X 2)		20,232 SF
CREDIT FOR STREETS AND WAYS LESS THAN 20% OF SITE		+20,447 SF
OFFSET		40,150 SF
NET NEW SHADOW		23,900 SF*
*69% OF TOTAL MHP NNS		

MEMORANDUM

DECEMBER 15, 2011

TO: BOSTON REDEVELOPMENT AUTHORITY
PETER MEADE, DIRECTOR

FROM: BRENDA MCKENZIE, DIRECTOR OF ECONOMIC DEVELOPMENT
HEATHER CAMPISANO, DEPUTY DIRECTOR FOR DEVELOPMENT
REVIEW
DAVID CARLSON, SENIOR ARCHITECT/URBAN DESIGNER
GEOFFREY LEWIS, SENIOR PROJECT MANAGER

SUBJECT: PUBLIC HEARING REGARDING THE FIRST AMENDMENT TO
PLANNED DEVELOPMENT AREA NO. 64 FOR THE PIER 4 PROJECT,
SOUTH BOSTON WATERFRONT

SUMMARY: This Memorandum requests that the Boston Redevelopment Authority (the "BRA") approve a First Amendment to the Development Plan for Planned Development Area No. 64, Pier 4 Project (the "First Amendment to PDA Plan"), pursuant to Section 80C of the Boston Zoning Code (the "Code"); and authorize the Director to (1) petition the Zoning Commission of the City of Boston for approval of the First Amendment to PDA Plan for the Pier 4 Project pursuant to Article 80C-5.4 and Article 3-1(A)(a) of the Code; (2) issue a Determination waiving further review on the Notice of Project Change for the Pier 4 Project dated October 31, 2011 ("NPC"), pursuant to Article 80A-6.2 of the Code; (3) execute and deliver one or more Cooperation Agreement(s), Affordable Housing Agreement(s), Development Impact Project Agreement(s), Boston Residents Construction Employment Plan(s), Transportation Access Plan Agreement(s) and any and all other agreements and documents that the Director deems appropriate and necessary with respect to the Pier 4 Project; (4) issue one or more full or partial Certification(s) of Compliance for the Pier 4 Project pursuant to Section 80B-6; (5) issue one or more full or partial Certifications of Consistency pursuant to Article 80C-8 for the Pier 4 Project; (6) execute and deliver a temporary easement in Parcel A-1 granting to the Landowner (defined herein) rights of continued use, access, maintenance, and repair of said parcel; (7) execute and deliver a deed conveying fee title in Parcels A-2 and A-3 to the Landowner (defined herein); and (8) execute and deliver, if required, an amendment to the Land Swap Agreement dated July 10, 1998, or a new land swap agreement, or any and all other related instruments, agreements and documents in connection with the Land Swap Agreement and the conveyance of a temporary easement in Parcel A-1 and fee title to Parcels A-2 and A-3, which the Director in his sole discretion deems appropriate and necessary, and upon terms and conditions determined to be in the best interest of the BRA.

BACKGROUND

On March 24, 2005, the BRA approved a Development Plan for Planned Development Area No. 64 ("PDA Plan") for a project to be located at 136-146 Northern Avenue in the South Boston Waterfront, on an approximately 9.5 acre site that includes an existing deteriorating pier and an existing restaurant and surface parking (the "Project Site"), by New England Development LLC. The Project Site is located within the boundaries of the PDA Plan ("PDA 64").

ORIGINAL PROPOSED PROJECT

The original proposed project, at full build-out, involved the demolition of the existing restaurant and patio on the Project Site and the construction of three new buildings, and was approved to include an office building on the southern portion of the Project Site, a residential building on the northern portion of the Project Site, and a building on the center portion of the Project Site for hotel and residential uses. PDA 64 approved a total development program of up to 1,001,700 square foot feet of gross floor area, including at least 20,000 square feet of civic space, up to 385,000 square feet of office space, up to 327,500 square feet of residential space, up to 227,200 square feet of hotel uses, up to 35,000 square feet of space devoted to other uses, and three-level underground parking garages containing not more than 1,200 parking spaces and 15 to 20 short-term street-level parking spaces for valet, drop-off and other similar uses, subject to appropriate City of Boston approvals (the "Previously Approved Project").

PROPOSED CHANGES

The Proponent, New England Development LLC, has filed a request for a First Amendment to PDA Plan to provide for a change of use of the upper floors of the previously approved Office Building from office to residential use, an increase in hotel use square footage, and to provide for other minor changes as described in the First Amendment to PDA Plan (the Previously Approved Project, as modified by the First Amendment to PDA Plan and NPC, is hereinafter referred to as the "Project" further described herein). In addition, the Proponent filed an NPC dated October 31, 2011 requesting the changes described herein. In total, the Project will include up to approximately 1,001,700 square feet of floor area, including approximately 20,000 square feet of Civic Space, approximately 625,000 square feet of gross floor area devoted to Residential Uses, up to 314,700 square feet of gross floor area devoted to Hotel Uses, and up to 35,000 square feet of gross floor area devoted to Other Uses as described in the First Amendment to PDA Plan. The Project will be developed in three phases. The Phase I building will contain up to approximately 385,000 square feet of residential gross floor area including up to 383 residential units, of which 50 will be innovation micro units. The Phase I building will also include approximately 20,000 square feet of

civic space uses, some of which may be exterior, up to approximately 12,600 square feet of gross floor area of retail/restaurant uses and approximately 258 parking spaces in a subsurface parking garage. The Project will continue to include significant improvements to the public realm, including, the Waterfront Park, the Waterfront Plaza, the Water Commons, the Harborwalk, the All-Seasons Gathering Area and the Civic Space. These improvements will be constructed in accordance with the Consolidated Written Determination issued for the Project on August 1, 2006 and extended through August 1, 2018, as the same may be amended or affected by a minor modification pursuant to 310 CMR 9.22.

Upon receipt of the First Amendment to PDA Plan on October 17, 2011, a legal notice was duly published in the Boston Herald on October 20, 2011. The required 45-day comment period in connection with First Amendment PDA Plan expired on December 1, 2011 and was extended to December 9, 2011.

PROJECT BENEFITS

Development of the Project will represent a substantial investment by the Proponent to revitalize the underutilized Project Site that, consistent with the City's Public Realm Plan and the Municipal Harbor Plan and the public principles arising out of the City's civic and cultural uses master planning process, and in accordance with the public benefits requirements applicable to Planned Development Areas set forth in Sections 27P-16 and 42E-18 of the Code, will preserve and enhance the public's rights in the Tidelands and result in a broad range of significant public benefits for the South Boston Waterfront District and the City, including the expansion of the waterfront economy and creation of new jobs, the creation of new community housing and affordable housing, the creation and support of community facilities, the development of new usable waterfront open space and enhancement of the public realm along the waterfront, the activation of the watersheet, the enhancement of the physical and visual access of the public to the harbor, the provision of street improvements in and around the Project Site and the enhancement of water transportation services. The Project continues to provide the public benefits described in PDA 64 and the BRA Board Memo dated March 24, 2005, with minor modifications as described in the NPC, the First Amendment to PDA Plan, and as described herein. The Project's specific public benefits include the following:

- Repair or replace the existing aging and deteriorating pier, which is in need of significant repairs.
- Encourage a 24-hour neighborhood and enhance street life by adding residential, hotel, retail/restaurant, civic and commercial uses to the Seaport area, consistent with the Public Realm Plan.

- Relocate surface parking uses to below grade structures and open up the surface area for active uses.
- Create a permeable pedestrian and vehicular network across the Project Site and connect the Project Site and the Project with the adjacent neighborhoods by creating means of pedestrian and vehicular access across the Project Site and bringing new active uses into the area.
- Create significant new infrastructure, civic space, open space and other improvements that will enhance public access to the waterfront and establish new water-dependent uses on the Project Site, including a signature approximately one-acre Waterfront Park, a Waterfront Plaza, 1800 feet of Harborwalk, a Water Commons containing a water taxi landing area with covered waiting area, a fish cleaning station, a bait and tackle shop, and a “touch and go” dock, a 20,000 square foot Civic Space, an All Seasons Gathering Area that will connect to the Civic Space, and public restrooms accessible via the Harborwalk.
- Create new housing opportunities for entrepreneurs and others looking to live in the Innovation District.
- Create new on-site affordable housing, equivalent to at least (i) ten percent (10%) of the number of residential units on-site (excluding innovation micro units) for Phase I of the Project and (ii) six and a half percent (6.5%) of the total number of residential units on-site for the condominium component of the later phases of the Project, as well as a cash contributions to the City’s affordable housing fund, as more particularly described below.
- Generate significant new hotel tax revenues.
- Generate substantially increased real estate tax revenues to the City.
- Produce up to approximately \$1,792,846 in housing linkage payments and up to approximately \$359,568 in jobs linkage payments, as further described herein.
- Create significant numbers of construction and permanent jobs at a variety of wage and skill levels, including jobs for Boston residents.
- Preserve 56% of the buildable site area for Open Space and 40% for Open Space, which will not include streets.
- Encourage the use of public transportation and pedestrian trips by locating various active uses in close proximity to Boston’s financial district and public transit.

- Construct certain off-site transportation infrastructure improvements, as more fully set forth in the FPIR/FEIR, including signal timing modifications, a new traffic signal at the intersection of East Service Road Extension and Old Northern Avenue, and capacity enhancing roadway modifications at the B Street/Seaport Boulevard intersection.
- Provide water transportation contributions (including direct cash payments to DEP and capital expenditures for water transportation infrastructure improvements) estimated to total approximately \$2 million.
- Provide for off-site sewer infrastructure improvements to reduce inflow and infiltration into the sewer system within the South Boston Waterfront District, to the extent necessary.

As described above, in accordance with the public benefit requirements applicable to the approval of Development Plans for Planned Development Areas set forth in Sections 27P-16 and 42-18 of the Code, the Proposed Project provides the following benefits:

- Expansion of the waterfront economy by the creation of new permanent jobs on the Project Site.
- Creation of new community housing and affordable housing: The Project will contain new residential housing that exceeds 20% of the overall gross floor area of the Project. In addition, the Project will provide additional on-site affordable housing units, as set forth herein.
- Enhancement/support of community facilities or programs: The Proponent has committed to providing at least 20,000 square feet of new civic/cultural space within and proximate to the Phase I residential building, including the provision of appropriate and reasonable accommodations, such as, for example, build-out allowances or low or no rent arrangements, subject to the needs of the particular use and occupant of such civic/cultural space and BRA approval.
- Development of new usable waterfront open space and enhancement of the public realm, including the provision or substantial improvement of waterfront public facilities and the Harborwalk, the provision of public open space or the activation of the water sheet: The Project includes the creation of substantial new waterfront open space areas, including the new Harborwalk, Waterfront Park and Waterfront Plaza. The activation of the watersheet will be further enhanced by the Developer's construction of the Water Commons. These open spaces will be developed at certain stages in the construction of the Project, as set forth in the First Amendment to PDA Plan. These spaces will be dedicated spaces, perpetually open for public use. In

addition, the Proponent will perpetually maintain these open spaces as first class open spaces (i.e., in the manner in which Post Office Square Park in Boston is currently maintained).

- Provision of street improvements: The Project will result in the construction by the Proponent, at the Proponent's cost and expense, of substantial roadway improvements adjacent to and in the vicinity of the Project Site, which will be either public streets or private ways open to public travel.

AFFORDABLE HOUSING

The Proponent will provide a combination of on-site affordable housing and contributions to the BRA to meet the requirements of the Mayor's Executive Order Relative to Affordable Housing ("IDP Policy"). Specifically, the Proponent will create significant new, on-site affordable housing, equivalent to at least (i) ten percent (10%) of the number of residential units (excluding innovation micro units) on-site for the Phase I Residential Building, being first phase of the Project; (ii) six and one-half percent (6.5%) of the total number of residential units on-site for the condominium component of the later phases of the Project; and (iii) additionally, as required by the IDP Policy, the Project will provide a cash contribution to the City's affordable housing fund to provide affordable housing opportunities throughout the City. The remainder of the affordable housing obligation to be provided in cash contributions will be based on payments of \$200,000 per affordable unit. The calculation for the on-site and cash contributions as well as levels of affordability of on-site affordable units are more specifically described in Exhibit B attached to this Board memorandum.

All on-site, both for Phase I and the residential condominium phase, affordable units shall be generally located evenly throughout the Project as approved by the BRA. The affordable units will be representative of the overall mix of units.

DEVELOPMENT IMPACT PROJECT ("DIP") EXACTION

The Proposed Project constitutes a DIP under Article 80B-7 of the Code. Based on the present plans, the Proponent will provide the Neighborhood Housing Trust payment contribution of approximately \$1,792,846 and a Neighborhood Jobs Trust payment contribution of \$359,568. These estimated linkage payments are subject to a final determination of gross floor area for zoning purposes and are subject to modification based on the amount of DIP uses actually developed on the Project Site and if some or all of the residential gross floor area in the Hotel/Residential Building is converted to hotel gross floor area as provided in the First Amendment to PDA Plan. The foregoing amounts are calculated assuming (i) a per square foot housing linkage contribution amount of \$7.18 and a per square foot jobs linkage contribution amount of \$1.44 (these being the rates that applied when the DIP uses for the Previously Approved Project

were approved), (ii) 349,700 square feet of floor area within the Project devoted to development impact uses, including 314,700 square feet of floor area devoted to hotel uses, and 35,000 square feet of floor area devoted to Other Uses, and (iii) application of the 100,000 square foot exemption to result in a total of 249,700 square feet of floor area within the Project generating housing and jobs linkage payments.

Housing Linkage:

DIP Uses	349,700 square feet
Exclusion	-100,000
	249,700
	<u>x \$7.18 /square foot</u>
	\$1,792,846

Jobs Linkage:

DIP Uses	349,700 square feet
Exclusion	-100,000
	249,700
	<u>x \$1.44 /square foot</u>
	\$359,568

These linkage payments will be finalized at the time of the Certificate(s) of Occupancy for the Project are issued in accordance with Section 80B-7 of the Code.

LAND SWAP

In connection with the development of the Previously Approved Project, the BRA, the City of Boston, and Anthony’s Hawthorne, Inc. (the “Landowner”) entered into that certain Agreement dated June 10, 1998 (the “Land Swap Agreement”), which contemplated certain conveyances to facilitate the construction of improvements pursuant to a master plan and implementation of a street grid plan, including reconfiguration of Northern Avenue, the extension of East Service Road Extension (also known as Pier 4 Boulevard), and configuration of Seaport Boulevard. The area around the Project Site has been updated, including Northern Avenue and Seaport Boulevard so the BRA must now convey certain parcels, including Parcels A-2 and A-3 in order for the Project to move forward.

EASEMENT A-1 AND PARCEL A-1 BACKGROUND

The conveyances under the Land Swap Agreement included an agreement by the Landowner to grant an easement in an area known as Easement A-1 and convey Parcel A-1 to the BRA for the eventual lay-out of East Service Road Extension. The BRA took, inter alia, Easement A-1 and Parcel A-1 by Order of Taking dated May 22, 2003 and recorded in Book 31530, Page 317, and shown on that certain plan entitled “Boston

Redevelopment Authority - Delivery Parcel Plan, Parcels A1 & A2, Northern Avenue, South Boston," prepared by Harry R. Feldman, Inc. dated April 3, 2003, and recorded in Plan Book 31530, Page 317-B, in lieu of accepting the grant thereof by the Landowner. Since the execution of the Land Swap Agreement, the configuration of the roadways have been refined and in order for the Project to proceed, the Landowner requested to revise Easement A-1, including to have the BRA release Easement A-1 and have a new easement held by the Public Improvement Commission ("PIC") instead, for pedestrian sidewalk and utility purposes. On November 17, 2011, the BRA Board authorized the release of Easement A-1. The Landowner, with BRA staff, appeared at the PIC public hearing and on December 1, 2011, PIC approved the acceptance of the new easement subsequent to the release of Easement A-1 by the BRA. Pursuant to the November 17, 2011 BRA Board authorization, the Director executed a Release of Easement A-1 on December 7, 2011. The Landowner will record the Release of Easement A-1 and will convey a new easement to the City as required by PIC.

TEMPORARY EASEMENT PARCEL A-1 AND CONVEYANCE OF PARCELS A-2, A-3

Under the Land Swap Agreement, the Landowner was to retain certain easement rights for the continued use and operation of Parcel A-1 and for the construction of East Service Road Extension to provide access to the Project. These rights were not reserved for the Landowner in the Order of Taking and so the parties have agreed that they must now be granted in a temporary right and easement for control, use, access and construction purposes, which easement will expire when the East Service Road is laid out, or at such time as the Director deems appropriate so long as provisions are made to the Landowner for continued access to the Project and Project Site, as agreed upon by the Director and Landowner. The temporary easement in Parcel A-1 will allow the Landowner to use Parcel A-1 as a parking lot, its current use, and to, in connection with the Project (a) utilize Parcel A-1 as construction access and/or a construction staging area, and (b) construct roadway and other improvements, including utility infrastructure, under, upon or over Parcel A-1. The Landowner will indemnify the BRA from any claims in connection with its use of Parcel A-1 under the temporary easement and will carry general and specific liability insurance naming the BRA as an additional party.

Under the Land Swap Agreement, the BRA was to convey Parcel A-2, an approximately 11,562 square foot parcel, to the Landowner in exchange for Parcel A-1. In addition, since the Land Swap Agreement and since the roadways have been refined, the BRA also agreed to convey Parcel A-3, an approximately 1,071 square foot parcel adjacent to Parcel A-2, to the Landowner to include in the Project Site. The BRA currently holds the fee interest in Parcels A-2 and A-3. Such parcels are necessary to assemble the Project Site and have always been considered under the Land Swap Agreement and later considerations as the master plan and implementation of the street grid was refined. The Landowner has requested that the BRA now convey Parcels A-2

and A-3 so that it may proceed with development of the Project. There are certain utility connections within Parcels A-2 and A-3 that must be addressed in connection to any conveyance of such parcels. The BRA requires that the conveyance of Parcels A-2 and A-3 are subject to the requirement that the Landowner finalize and convey utility easements with and to NSTAR, Verizon, National Grid, and the Boston Water and Sewer Commission. The Landowner has been actively negotiating with such utilities and expects to be able to grant agreed upon utility easements once the Landowner owns Parcels A-2 and A-3. No Certification(s) of Compliance nor building permit may not be issued for the Project until the utility easements are conveyed and such requirement will be memorialized in the Cooperation Agreement for the Project and any other Article 80 document that the Director deems necessary.

DEVELOPMENT TEAM

The development team is Bill Cronin at New England Development LLC and David Hall at the Hanover Company. James Gray at ADD Inc. is the architect for the Phase 1 Building/High Rise Residences, and John Twohig, at Goulston and Storrs is the legal counsel.

RECOMMENDATION

The First Amendment to PDA Plan and NPC propose changes to the Project that will be of benefit to the public and not increase the impacts of the Project. Staff therefore recommends that the BRA: (1) approve the First Amendment to PDA Plan pursuant to Section 80C of the Code, in substantial accord with the form presented to the BRA's Board on December 15, 2011; (2) authorize the Director to petition the Zoning Commission for the approval of the First Amendment to PDA Plan, in substantial accord with the form presented to the BRA's Board on December 15, 2011; (3) authorize the Director to issue a Determination on the NPC waiving further review, pursuant to Article 80A-6.2 of the Code; (4) in accordance with the First Amendment to PDA Plan and Article 80 approvals, authorize the Director to execute and deliver one or more Cooperation Agreement(s), Affordable Housing Agreement(s), Development Impact Project Agreement(s), Boston Residents Construction Employment Plan(s), First Source and Memorandum of Agreements, and any and all other agreements and documents that the Director deems appropriate and necessary in connection with the NPC and First Amendment to PDA Plan; (5) authorize the Director to issue pursuant to Section 80B-6 of the Code one or more partial or full Certification(s) of Compliance for the Pier 4 Project, or any phase thereof, as described in the NPC; and (6) authorize the Director to issue pursuant to Section 80C-8 of the Code one or more partial or full Certification(s) of Consistency for the Pier 4 Project, or any phase thereof. Furthermore, as contemplated by the Land Swap Agreement and to facilitate the agreement of the parties, it is recommended that the BRA (7) execute and deliver a temporary easement in Parcel A-1 granting to the Landowner rights of continued use, access, maintenance,

construction and repair, (8) execute and deliver a deed conveying fee title in Parcels A-2 and A-3 to the Landowner, with the requirement that the Landowner must grant utility easements to NSTAR, Verizon, National Grid and the Boston Water and Sewer Commission before any Certification of Compliance and building permit may be issued for the Project; (9) execute and deliver, if required, an amendment to the Land Swap Agreement, or a new agreement, or any and all other related instruments, agreements and documents in connection with the Land Swap Agreement and the conveyance of a temporary easement in Parcel A-1 and fee title to Parcels A-2 and A-3, with such conditions as described above, which the Director in his sole discretion deems appropriate and necessary, and upon terms and conditions determined to be in the best interest of the Authority.

Appropriate votes follow:

VOTED: That pursuant to Article 80, Section 80C-5.4 and Article 3-1(A)(a) of the Boston Zoning Code ("Code"), in connection with First Amendment to the Development Plan for Planned Development Area No. 64, Pier 4 Project, South Boston Waterfront ("First Amendment to PDA Plan") presented at a public hearing duly held at the offices of the Boston Redevelopment Authority ("BRA") on December 15, 2011, and after careful consideration of evidence presented at, and in connection with the hearing and the Pier 4 Project (the "Project") described in the First Amendment to PDA Plan, which amends the Development Plan for Planned Development Area No. 64, Pier 4, South Boston Waterfront ("PDA Plan"), the BRA finds with respect to the First Amendment to PDA Plan, that (a) the First Amendment to PDA Plan, will not be in a location for which Planned Development Areas are forbidden by the underlying zoning; (b) the Project in the First Amendment to PDA Plan, complies with any provisions of the underlying zoning that establish use, dimensional, design, or other requirements for proposed projects in Planned Development Areas; (c) the First Amendment to PDA Plan, complies with any provisions of the underlying zoning that establish planning and development criteria, including public benefits, for Planned Development Areas; (d) the First Amendment to PDA Plan, conforms to the plan for the district, subdistrict, or similar geographic area in which the Planned Development Area is located, and to the general plan for the City of Boston as a whole; and (e) on balance, nothing in the First Amendment to PDA Plan, will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens; and (f) the First Amendment to PDA Plan, adequately and sufficiently complies with the Code Section 80C-4, Standards for Planned Development Area Review Approval, and otherwise complies with all applicable requirements for a Planned Development Area as set forth in the Code; and

FURTHER

VOTED: That pursuant to Article 80, Section 80C-5.4 and Article 3-1A.a of the Code, the BRA hereby approves the First Amendment to PDA Plan and authorizes the Director to petition the Boston Zoning Commission ("Zoning Commission") to approve the First Amendment to PDA Plan, in substantial accord with such First Amendment to PDA Plan presented to the BRA at its hearing on December 15, 2011; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to issue a Determination under Section 80A-6.2 of the Code, which (i) finds that the Notice of Project Change filed with the Authority on October 31, 2011 (the "NPC") in connection with the Project adequately describes the potential impacts arising from the Project and does not result in any increased impacts and provides sufficient mitigation measures to minimize the impacts, and (ii) waives further review of the Project, subject to continuing design review by the BRA; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to execute one or more Cooperation Agreement(s), Development Impact Project Agreement(s), Boston Residents Construction Employment Agreement(s), Affordable Housing Agreement(s), Transportation Access Plan Agreement(s), as necessary, and any and all other documents deemed appropriate and necessary by the Director in connection with the NPC and First Amendment to PDA Plan; and that the Director be, and hereby is, authorized to issue one or more partial or full Certification(s) of Consistency for the Project, or any phase thereof, under Section 3-1A.a and Article 80C-8 of the Code when the Director finds that: (a) the Project is described accurately in the PDA Plan as amended by the First Amendment to PDA Plan; (b) the Project is consistent with the First Amendment to PDA Plan; and (c) the First Amendment to PDA Plan has been approved by the BRA and the Zoning Commission; and

FURTHER

VOTED: That the Director be and hereby is, authorized to pursuant to Section 80B-6 of the Code to issue when appropriate, one or more partial or full Certification(s) of Compliance for the Project, or any phase thereof, subject to continuing design review by the BRA; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to enter into, execute and deliver a temporary easement in Parcel A-1 granting to Anthony's Hawthorne, Inc. (the "Landowner") rights of continued use, access, maintenance, repair and in connection therewith rights to use Parcel A-1 as a parking lot, its current use, and to, in connection with the Project (a) utilize Parcel A-1 as construction access and/or a construction staging area and (b) construct roadway and other improvements, including utility infrastructure, under, upon or over Parcel A-1, such temporary easement to terminate upon the lay-out of the East Service Road Extension/Pier 4 Boulevard, or as determined by the BRA Director as he deems appropriate so long as provisions are made to the Landowner for continued access to the Project and Project Site, as agreed upon by the Director and Landowner; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to enter into, execute and deliver a deed conveying fee title of Parcels A-2 and A-3 to the Landowner, subject to the requirement to be incorporated in the Cooperation Agreement for the Project that the Landowner convey utility easements to NSTAR, Verizon, National Grid and the Boston Water and Sewer Commission in forms acceptable to the Landowner and each utility company respectively, and that no Certification(s) of Compliance or building permit for the Project may be issued until such utility easements are conveyed; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to enter into, execute and deliver an amendment to the Land Swap Agreement, or a new agreement, if required, or any and all other related instruments, agreements and documents in connection with the Land Swap Agreement, or conveyance of the temporary easement for Parcel A-1, or the conveyance of Parcels A-2 and A-3, which the Director, in his sole discretion deems appropriate and necessary, and upon terms and conditions determined to be in the best interest of the BRA.