

**CONTRACT FOR PAYMENT IN LIEU OF TAXES
ENTERED INTO BY AND AMONG THE CITY OF BOSTON,
BOSTON REDEVELOPMENT AUTHORITY, AND
BENJAMIN FRANKLIN CUMMINGS INSTITUTE OF TECHNOLOGY**

This Contract for a Payment in Lieu of Taxes Agreement (this “**PILOT Agreement**”) dated as of March 18, 2024 (the “**Effective Date**”), is between the CITY OF BOSTON, acting by and through its Assessing Department, (the “**City**”), the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws, as amended (the “**BRA**”), d/b/a Boston Planning & Development Agency (the “**BPDA**”) and Benjamin Franklin Cummings Institute of Technology, a not-for-profit educational institution with an address of 41 Berkeley Street, Boston, Massachusetts, 02116 (“**Franklin Cummings Tech**,” and together with its successors and assigns, the “**Owner**”). Franklin Cummings Tech, the BPDA, and the City are occasionally referred to as the “**Parties**.”

RECITALS

WHEREAS, Franklin Cummings Tech is an affordable, urban college serving the Boston region and committed to student success and career readiness in technology fields. The current Franklin Cummings Tech campus located at 41 Berkeley Street in the South End neighborhood of Boston is an approximately 1.2-acre site, which has been home to Franklin Cummings Tech since 1908 (“**41 Berkeley**”);

WHEREAS, in order to optimize its operations for its student body, Franklin Cummings Tech acquired land at 1003-1013 Harrison Avenue in the Roxbury Neighborhood of Boston (the “**Nubian Square Property**”) in 2019 and began a public approval process for a new facility. On December 16, 2021, the BPDA voted its authorization for the Director to issue Franklin Cummings Tech a Scoping Determination under Section 80B-5.3(d) of the Boston Zoning Code for the development of a three-story technical education building containing approximately 68,000 square feet of gross floor area located on the Nubian Square Property (the “**New Campus Project**”);

WHEREAS, in 2019, Related Beal LLC, through an affiliate (“**Buyer**” or “**Proponent**”), entered into a purchase and sale agreement with Franklin Cummings Tech to purchase the parcels that comprise 41 Berkeley (the “**41 Berkeley PSA**”), subject to Buyer’s successful receipt of entitlements for its proposed redevelopment;

WHEREAS, on December 15, 2022, Buyer received BPDA Board approval for the Master Development Project associated with Planned Development Area No. 137 (“**PDA No. 137**”), for the redevelopment of the 41 Berkeley site (the “**41 Berkeley Street Project**”). The 41 Berkeley Street Project includes three distinct components: the “**Senior Care Component**,” the “**Franklin Union Component**,” and the “**Appleton Component**” (each a “**Component**” and collectively, the “**Components**”) each as defined in that certain BPDA Board Memo, dated as of December 15, 2022, attached hereto as Exhibit A;

WHEREAS, the 41 Berkeley PSA provided for Buyer to make certain payments to Franklin Cummings Tech, with the final payment and conveyance of 41 Berkeley to occur when Buyer had obtained all of the necessary approvals for redevelopment of the 41 Berkeley Street Project;

WHEREAS, by 2023, changes in the financing and construction markets affected the economic feasibility of the proposed 41 Berkeley Street Project making it unworkable to move forward in the timeframe Franklin Cummings Tech required, and under the terms of the 41 Berkeley PSA, which would have made Franklin Cummings Tech unable to move forward with the New Campus Project;

WHEREAS, in order to ensure that Franklin Cummings Tech will be able to proceed on the construction of the New Campus Project, the BPDA, the City, and Franklin Cummings Tech, have agreed to enter into this Contract for Payment in Lieu of Taxes (this “**PILOT Agreement**”), which will provide the necessary economic certainty and stability for (i) Buyer to proceed with its acquisition of 41 Berkeley and its planned 41 Berkeley Street Project and (ii) Franklin Cummings Tech to proceed with the construction of the New Campus Project;

WHEREAS, this PILOT Agreement shall be entered into by and among the BPDA, the City and Franklin Cummings Tech, and upon Buyer’s acquisition of 41 Berkeley (the “**Buyer Acquisition**”), shall be assignable to Buyer or its designee, as provided in greater detail herein;

WHEREAS, acting pursuant to and in accordance with Chapter 121B of the Massachusetts General Laws, and Chapter 652, of the Acts of 1960, as amended (“Chapter 652”), the BRA intends to acquire by deed from the Owner certain interests in the 41 Berkeley Street Project for a term of years subject to and specifically excluding certain matters as set forth in the deed authorized by vote of the BRA on March 14, 2024, such deed to be recorded with the Suffolk Registry of Deeds (the “**BRA Acquisition**”);

WHEREAS, the BRA Acquisition will stabilize the taxes and enable Franklin Cummings Tech and Buyer to enter into a new 41 Berkeley PSA, which will enable Franklin Cummings Tech to proceed on the construction of the New Campus Project; and

WHEREAS, the Franklin Cummings Tech, the City and the BPDA agree that during the Term (as hereinafter defined), the 41 Berkeley Street Project will be exempt from taxation in accordance with the provisions of M.G.L. c. 59; however, in lieu thereof and in accordance with the terms set forth herein, the Owner shall make PILOT Payments (as hereinafter defined) as set forth in further detail herein.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein:

1. Payment In Lieu of Taxes:

- a. Notwithstanding the provisions of M.G.L. c. 59, beginning on July 1 immediately following the date the first Component receives a final Certificate of Occupancy from ISD (the “**Payment Commencement Date**”), in lieu of real estate taxes with respect to the 41 Berkeley Street Project, which would otherwise be assessed

and payable under M.G.L. c. 59, the Owner (provided that this PILOT Agreement has been assigned to Buyer) shall make PILOT Payments, as set forth in Section 3 below, pursuant to the provisions of M.G.L. c. 121B, § 16. Upon the Buyer Acquisition and for a period of thirty (30) months thereafter the 41 Berkeley Street Project shall remain tax exempt, and no tax payments shall be due to the City (the “**Construction Period Exemption**”). If the Construction Period Exemption terminates prior to the Payment Commencement Date, the Buyer shall pay Chapter 59 taxes until the Payment Commencement Date.

- b. After the Payment Commencement Date, the PILOT Payment shall be made by Owner on November 1st and May 1st (the “**Payment Dates**”) of each Fiscal Year (as hereinafter defined) during the Term. For purposes of this PILOT Agreement, the term “Fiscal Year” shall mean, with respect to any designated year, the twelve-month period beginning on July 1 of the year immediately preceding such year and ending on June 30th of such year. (For example, FY 2024 shall begin on July 1, 2023 and end on June 30, 2024).
- c. PILOT Payments shall be made directly to the City’s Collector-Treasurer. Upon request, Owner shall deliver to the City evidence of such payment.
- d. Owner’s failure to pay in full each PILOT Payment on or before the Payment Date shall result in Owner being liable for interest, fines, penalties, and related costs, including legal costs and disbursements, in accordance with M.G.L. c. 60, as amended from time to time.

2. Term: This PILOT Agreement shall commence upon the Effective Date and, unless earlier terminated pursuant to the terms set forth herein, the PILOT Payments shall end on the date that is twenty-nine (29) years after the Payment Commencement Date (the “**Term**”). At the expiration or earlier termination of such Term, the BRA Acquisition shall terminate, title shall revert to the Owner or its successor in interest, and the 41 Berkeley Street Project will be fully assessed and taxable to the Owner in accordance with M.G.L. c. 59.

3. PILOT Payments: Subject to Section 11 and beginning on the Payment Commencement Date and for the next ten (10) years during the Term, the “**PILOT Payment**” shall be Five Hundred Thousand Dollars (\$500,000.00). For each year during the Term thereafter, the PILOT Payment shall increase annually by the greater of (x) three percentage points (3.00%) or (y) a percentage increase equal to the change in the Consumer Price Index, Boston-Cambridge-Newton: All Items Less Food and Energy.

4. Collection and Enforcement: In addition to the City’s rights under Section 6 of this PILOT Agreement, the City shall have the right to sue the Owner for breach of contract if the PILOT Payments and Gap Payment (defined below) and any interest and costs assessed are not paid as agreed. In consideration of the agreement by the Owner to such collection remedies, the City agrees that (i) the BPDA shall have no liability whatsoever for any PILOT Payments hereunder, and (ii) there shall be no other recourse against, or any personal liability on the part of any general or limited partner, member, manager, officer, director, employee or agent thereof with respect to any payments due or any obligations to be performed hereunder.

5. **Amendments /Modifications:** The Owner, the City and the BPDA agree that any amendment subsequent to the execution of this PILOT Agreement that affects any term or conditions of this PILOT Agreement shall have no effect unless it is in writing and signed by duly authorized representatives of all parties hereto.

6. **Default by Owner; Termination:**

- a. **Default on PILOT PAYMENT:** If the Owner defaults in its obligation to make a PILOT Payment as required by this PILOT Agreement, the City shall have the right to terminate this PILOT Agreement upon thirty (30) days' notice to Owner and the failure of Owner to have cured such default within such thirty (30) day notice period.
- b. **Termination due to Change of Use from Board Approvals:** The Parties agree that the intended beneficiary of the tax stabilization occasioned under this PILOT Agreement is the Buyer. Buyer received approvals for the 41 Berkeley Street Project from the BRA Board on December 15, 2022, as set forth in Exhibit A. In the event that the Buyer files a Notice of Project Change or a proposed amendment to PDA No. 137 seeking a change of use with respect to the 41 Berkeley Street Project, except for that change of use expressly permitted in Section 7 of this PILOT Agreement, Buyer, the BPDA and the City agree to renegotiate this PILOT Agreement in good faith (taking into consideration as a material factor the proportionality between (i) the appraised value of the Senior Care Component and (ii) the appraised value of a proposed multifamily use as described in Section 7(a) and upon the approval of such NPC or PDA No. 137 amendment and execution of a new PILOT Agreement, this PILOT Agreement shall immediately terminate
- c. **Termination due to Other Deviation from Board Approvals:** Any increase in size, scope, or to the dimensions of the 41 Berkeley Street Project that exceeds five percent (5%) of the gross floor area of one or more of the Senior Care Component, the Appleton Component, and the Franklin Union Component, without prior good faith negotiation between the Buyer and the BPDA, shall result in the termination of this PILOT Agreement
- d. **Termination due to abandonment of 41 Berkeley Street Project:** In the event that Buyer does not purchase the 41 Berkeley Street Project from Owner on or before February 28, 2027 (unless the parties have agreed in writing to extend such outside date and provided the BPDA with notice of such written agreement) this PILOT Agreement shall terminate.
- e. **Effect of Termination.** In the event of a termination of this PILOT Agreement pursuant to this Section 6, then, from and after the date of such termination, the 41 Berkeley Street Project shall be assessed pursuant to M.G.L. c. 59, the BRA Acquisition shall likewise terminate, and title shall revert to the Owner or its successor in interest. In the event this PILOT Agreement terminates as set forth

above, the Parties hereto shall execute such instruments as are reasonably necessary to terminate the encumbrance created by the BRA Acquisition.

7. Permitted Change of Use for the 41 Berkeley Street Project: Notwithstanding anything to the contrary set forth herein, for purposes of this PILOT Agreement only, the Buyer, without needing to modify or amend this PILOT Agreement, may (a) file a NPC and/or proposed amendment to PDA No. 137, if such an amendment is required, and obtain any other necessary approvals to change the use of the Senior Care Component from a Senior Care use (as such term is defined in PDA No. 137) to a multifamily residential use at any time provided that, at such time, the appraised value of the proposed multi-family residential is not more than 5% higher than the appraised value of the previously approved Senior Care use based upon a good faith, mutually agreed upon appraisal of each use at the time of the proposed NPC. If the Buyer disagrees with the appraised value of the Senior Care use or the multi-family residential use as determined by the BPDA's appraisal, Buyer may, at Buyer's own cost and expense, obtain second independent appraisals of each use. Buyer shall deliver Buyer's appraisals to the BPDA within thirty (30) business days after receipt of the BPDA's appraisals. Any impartial appraisers chosen by either party (including the third appraiser, if it is necessary for a third appraiser to be chosen to determine the final appraised values through "baseball" arbitration due to the BPDA and Buyer appraisals differing to a degree that the parties cannot agree on values) shall be qualified, independent professionals having at least ten (10) years ownership, management or consulting experience in real estate transactions involving leasehold interests and comparable sales in like commercial properties in the Greater Boston metropolitan area, and shall be "Member, Appraisal Institute" or "Society of Real Estate Appraisers" appraisers (or appraisers certified by any successor entity to any such organization); (b) change the square footages allocated to each use within a Component up to 5%, with the exception of all ground floor retail use, which is not subject to the 5% square footage change restriction; and/or (c) increase the gross floor area of the 41 Berkeley Street Project by no more than 5% from the gross floor area authorized in the BPDA Board approval set forth in Exhibit A. No provision of this PILOT Agreement alters or supersedes the BPDA's Article 80 Development Review process.

8. Gap Payment: The Owner agrees that upon any termination of this PILOT Agreement pursuant to Section 6, the Owner shall pay, or cause to be paid, a gap payment to cover the time period between the termination date and the date on which the 41 Berkeley Street Project becomes taxable pursuant to M.G.L. c. 59 (the "Gap Payment"). The Gap Payment shall be equal to the M.G.L. c. 59 property taxes, which would otherwise be due to the City for the property taxes which would have been assessed against the 41 Berkeley Street Project had this PILOT Agreement never been in force and effect. The Gap Payment shall be paid within six (6) months following the month in which this PILOT Agreement terminates. The provisions of Section 5 and this Section 8 shall survive the termination of this PILOT Agreement.

9. Notice: Any notice or other communication required or permitted under this PILOT Agreement shall be in writing and shall be deemed given when sent, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by a recognized overnight delivery service, addressed as follows:

If to the City: City of Boston Assessing Department
City Hall, Room 301
Boston, MA 02201-1007
Attention: Commissioner of Assessing

With a copy to

City of Boston Office of Corporation Counsel
City Hall, Room 615
Boston, MA 02201-1007
Attention: Corporation Counsel

If to the BPDA: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attention: Director

With a copy to

Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attention: General Counsel

If to the Owner: Benjamin Franklin Cummings Institute of Technology
41 Berkeley Street
Boston, MA 02116
Attention:

With a copy to:

Goulston & Storrs P.C.
400 Atlantic Ave
Boston MA 02110
Attention: Matthew Kiefer, Esq.

If to the Buyer: 41 Berkeley, LLC
c/o Related Beal, LLC
177 Milk Street
Boston, MA 02109
Attention: David Chattman
Christopher W. Price, Esq.

With a copy to:

Nutter, McClennen & Fish LLP
155 Seaport Boulevard

Boston, MA 02210
Attention: Eileen Brophy, Esq.
Brent McDonald, Esq.

or to such other address as the addressee shall have indicated by prior notice to the other parties. Notice under this PILOT Agreement may be waived in writing prospectively or retroactively by the person entitled to the notice. Notice from counsel to a party shall be effective notice.

10. Successors/Assigns:

- a. The Owner shall not assign or transfer this Agreement or any interest herein without the prior written consent of the BPDA and the City, which consent shall not be unreasonably withheld or conditioned. Notwithstanding the foregoing, the Parties agree that this PILOT Agreement may be assigned by Franklin Cummings Tech to the Buyer or to affiliate of Buyer or Related Beal, LLC that becomes an owner of a portion or all of the 41 Berkeley Street Project without the need for obtaining the prior written consent of the BPDA and the City. In the event an affiliate of Buyer or Related Beal, LLC conveys a Component to an unrelated third party, the Parties shall negotiate a mutually acceptable amendment to this PILOT Agreement allocating the PILOT Payment to one Component or among the Components and including language specifying that a breach, default, delay, commission or omission by the owner of a Component shall not constitute a breach, default, delay, commission or omission by the owner of any other Component. No consent of the BPDA or the City shall be required in connection with any assignment of this Agreement to a mortgage lender of Owner or at foreclosure or deed or assignment in lieu of foreclosure for all or part of the 41 Berkeley Street Project. This Agreement shall be assignable to a direct purchaser of Owner with the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.
- b. In any and all events, the Owner shall be able to borrow money secured by a mortgage on all or a portion of the 41 Berkeley Street Project and no such financings shall be considered a sale or transfer of all or any portion of the 41 Berkeley Street Project or be subject to the approval of the City or the BPDA in any case.
- c. The Owner's or Buyer's, as applicable, successor or assign shall be subject to the burdens and receive the benefits of M.G.L. c. 121B, § 16 and this PILOT Agreement. The successors or assigns shall derive the benefits only for the time remaining in this PILOT Agreement.
- d. The Owner shall have the burden of notifying the BPDA and the City of the intended sale or transfer of all or any portion of the 41 Berkeley Street Project.

11. Condominium Creation: The City, the BPDA and the Buyer hereby acknowledge that the (i) Buyer intends to submit the Franklin Union Component to the provisions of M.G.L. Chapter 183A to create a condominium containing units dedicated to residential uses following

substantial completion of the Franklin Union Component, and (ii) after the creation of said condominium, the parties intend that only the Appleton Component and the Senior Care Component shall be entitled to the real estate tax stabilization provided in this Agreement. Accordingly, in order to maintain the BRA's ownership of the Appleton Component and the Senior Care Component, while permitting the Buyer, as declarant under M.G.L. Chapter 183A, to create a condominium, the City, the BPDA and the Buyer agree as follows:

a. At any time during the Term, the Buyer may deliver written notice to the BPDA and the City that it wishes to submit the Franklin Union Component to the provisions of M.G.L. Chapter 183A, which written notice shall specify the date for the consummation of the conveyances described in this Section 11 (the "Transfer Date") that is not less than thirty (30) days after the date on which such written notice is delivered to the City and the BRA. The transfer Date may be extended by the Buyer from time to time in its sole discretion, provided that the Buyer provides written notice of any such extension to the City and the BPDA.

b. Not less than two (2) days prior to the Transfer Date, (i) the Director of the BPDA (the "BPDA Director") shall deliver into escrow with First American Title Insurance Company or such other title company as may be reasonably acceptable to the Buyer (the "Escrow Agent") such duly executed and notarized documents as are required to evidence the termination of the BPDA's interest in the Franklin Union Component to the reasonable satisfaction of the Buyer; alternatively, the Buyer may unilaterally execute and deliver into escrow with the Escrow Agent such duly executed and notarized documents as are required to evidence the termination of the BRA's interest in the Franklin Union Component (such documents executed and delivered by the BPDA Director or the Buyer, as applicable, the "Termination Documents") and (ii) the Buyer shall deliver into escrow with the Escrow Agent (a) such duly executed and notarized documents as are necessary to create a condominium pursuant to M.G.L. Chapter 183A (the "Condominium Documents"), as determined in the sole discretion of the Buyer. Together, the Termination Documents and the Condominium Documents are (the "Escrowed Documents").

c. On the Transfer Date, the Buyer shall cause the Escrow Agent to (i) release the Escrowed Documents from escrow and (ii) record the Escrowed Documents in the following order: the Termination Documents shall be recorded first, followed immediately by the Condominium Documents. The Buyer shall provide written notice to the BRA promptly following the recording of the Escrowed Documents.

The City, the BRA and the Buyer hereby acknowledge and agree that the intention of this Section 11 is to ensure that, following completion of the conveyances described in this Section 11, (i) the BRA will own the Appleton Component and the Senior Care Component in fee simple for a term of years equal to the remaining length of the Term subject to the Buyer's reversionary interest in the Appleton Component and the Senior Care Component, which Appleton Component and the Senior Care Component shall remain subject to this Agreement and entitled to the tax stabilization set forth herein, and (ii) the Buyer will own the units in the Franklin Union Component outright with no BRA involvement in the ownership of such units, which units shall not be subject to this Agreement and shall be assessed pursuant to Chapter 59. The City, the BRA and the Buyer hereby further acknowledge and agree that the implementation of the foregoing transfers and conveyances shall not be deemed to terminate or otherwise modify the provisions of this Agreement nor result in the imposition of any amounts due pursuant to Chapter 59 or otherwise with respect to the Appleton Component and the Senior

Care Component. Further, the City and the BRA acknowledge and agree that for the remainder of the Term after the Transfer Date the PILOT Payment will equal the Chapter 59 tax paid by the Franklin Union Component and no additional PILOT Payment shall be due and payable by the Appleton Component and/or the Senior Care Component.

12. Counterparts: This PILOT Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

13. Governing Law: Notwithstanding anything herein to the contrary, this PILOT Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any suit, claim or action shall be brought in Suffolk County.

14. Severability: If any provision of this PILOT Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this PILOT Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. The City reserves the right to assess the Owner's real and personal property pursuant to M.G.L. c. 59, as amended, if the provision held to be invalid or unenforceable relates to a PILOT Payment, and the Owner shall retain the ability to contest the taxes as so assessed pursuant to the terms of M.G.L. c. 59, as amended.

15. Headings: The headings and captions of the paragraphs and sections of this PILOT Agreement are not to be considered a part of it and shall not be used to interpret, define, or limit the provisions hereof.

[Signatures on following page]

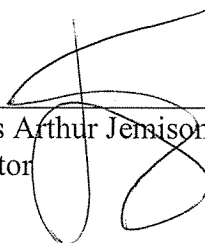
IN WITNESS WHEREOF, the CITY OF BOSTON has caused these presents to be signed in its name and behalf by Michelle Wu, Mayor, the BOSTON REDEVELOPMENT AUTHORITY has caused these presents to be signed in its name and behalf by James Arthur Jemison, its Director, and BENJAMIN FRANKLIN CUMMINGS INSTITUTE OF TECHNOLOGY, has caused these presents to be signed in its name and behalf by Kevin Hepner, its Chief Financial Officer, hereunto duly authorized.

CITY OF BOSTON

BOSTON REDEVELOPMENT
AUTHORITY



Michelle Wu, Mayor



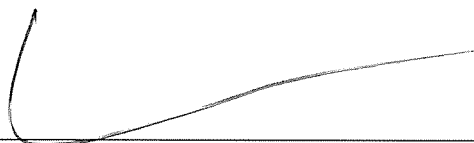
James Arthur Jemison
Director

Approved as to form:

Approved as to form:



Adam Cederbaum
Corporation Counsel, City of Boston



Lisa E. Herrington
General Counsel, Boston Redevelopment
Authority

BENJAMIN FRANKLIN CUMMINGS
INSTITUTE OF TECHNOLOGY



Kevin Hepner
Chief Financial Officer

Agreed and assented to by:


41 BERKELEY, LLC

BENJAMIN FRANKLIN CUMMINGS
INSTITUTE OF TECHNOLOGY

Kevin Hepner
Chief Financial Officer

Agreed and assented to by:

41 BERKELEY, LLC



Kimberly Sherman Stanlar
Vice President

EXHIBIT A

BPDA Board Memo, dated as of December 15, 2022

MEMORANDUM

TO: **BOSTON REDEVELOPMENT AUTHORITY**
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY (BPDA)*
AND JAMES ARTHUR JEMISON, DIRECTOR

FROM: MICHAEL CHRISTOPHER, DIRECTOR OF DEVELOPMENT REVIEW
CASEY HINES, DEPUTY DIRECTOR FOR DEVELOPMENT
REVIEW/GOVERNMENT AFFAIRS
NUPOOR MONANI, DEPUTY DIRECTOR OF MASTER PLANNING &
POLICY
JAMES FITZGERALD, DEPUTY DIRECTOR OF TRANSPORTATION
PLANNING
ALEXA PINARD, URBAN DESIGNER III
ASTRID WALKER-STEWART, URBAN PLANNER 1
JOHN DALZELL, SR. ARCHITECT FOR SUSTAINABLE
DEVELOPMENT
CAMILLE PLATT, PROJECT MANAGER

SUBJECT: PUBLIC HEARING TO CONSIDER THE DEVELOPMENT PLAN FOR
PLANNED DEVELOPMENT AREA NO. 137, 41 BERKELEY STREET
PROJECT DEVELOPMENT – SOUTH END, AND TO CONSIDER THE 41
BERKELEY STREET PROJECT AS A DEVELOPMENT IMPACT PROJECT

SUMMARY: This Memorandum requests that the Boston Redevelopment Authority (“BRA”), d/b/a the Boston Planning & Development Agency (“BPDA”): (1) approve the Development Plan for Planned Development Area No. 137, 41 Berkeley Street Project Development, South End (the “Development Plan”) pursuant to Section 80C of the Boston Zoning Code (the “Code”); (2) authorize the Director of the BPDA to petition the Boston Zoning Commission for approval of the Development Plan pursuant to Sections 3-1A.a and 80C of the Code; (3) authorize the BPDA to approve the Resolution regarding the Minor Modification to the South End Renewal Plan, Project No. Mass. R-56, with respect to Parcel 7; (4) authorize the Director to issue a Scoping Determination waiving the requirement of further review pursuant to Section 80B-5.3(d) of the Code to the 41 Berkeley Street Project (the “Proposed

Project”); (5) authorize the Director to issue one or more Certifications of Compliance or Partial Certifications of Compliance for the Proposed Project, or phase of the Proposed Project, pursuant to Section 80B-6 of the Code, upon successful completion of the Article 80 Large Project Review Process; (6) authorize the Director to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project, or phase of the Proposed Project, pursuant to Section 80C of the Code, upon successful completion of the Article 80 Planned Development Area review process; (7) approve the Proposed Project as a Development Impact Project within the meaning of Article 80B-7 of the Code; and (8) authorize the Director to take any and all actions and execute and deliver any and all documents and agreements deemed necessary and appropriate by the Director, including but not limited to Cooperation Agreement(s), Affordable Rental Housing Agreement and Restriction(s) and/or Affordable Housing Agreement(s), Development Impact Project (“DIP”) Agreement(s), an Amended and Restated Land Disposition Agreement all in connection with the Proposed Project, or any phase of the Proposed Project and the Development Plan.

PROJECT SITE

The Proposed Project will be developed on an approximately 1.26-acre parcel of land (approximately 53,425 SF) located at 41 Berkeley Street, also known as the Benjamin Franklin Cummings Institute of Technology (“BFCIT”) Campus (the “Project Site”). The Project Site is directly bound by Appleton Street to the north, Berkeley Street to the west and south, and Tremont Street to the east. The Project Site does not include the land and improvements known and numbered 6 and 6A Appleton Street.

The Proposed Project contemplates three distinct developments on three separate parcels. The three development parcels consist of an approximately 13,916 SF parcel which includes the existing Franklin Union Building (the “Franklin Union Parcel”), an approximately 32,508 SF parcel with frontage along Tremont Street (the “Senior Care Parcel”), and an approximately 7,002 SF parcel with frontage along Appleton Street (the “Appleton Parcel”). The approximate locations of these parcels are shown on Exhibit A-2 attached to the Development Plan on file with the BPDA.

According to Zoning Map 1P, the Project Site is located in: (i) the Boston Center for the Arts-Franklin Institute Community Facilities Subdistrict of the South End Neighborhood Zoning District, the relevant underlying zoning controls for which are set forth in Article 64 of the Code; (ii) the Restricted Parking Overlay District (“RPOD”), governed by Section 3-1A(c) of the Code; (iii) the Coastal Flood Resilience Overlay District (“CFROD”), governed by Article 25A of the Code; and (iv) the Groundwater Conservation Overlay District (“GCOD”), governed by Article 32 of the Code. The Project Site is eligible for permitting as a Planned Development Area (“PDA”). The Project Site is also located within the South End Landmark District, subject to review and approval by the South End Landmark District Commission (“SELDC”).

The Project Site is located within the boundaries of the South End Urban Renewal Plan, Project No. Mass. R-56. An approximately 29,734 SF portion of the Project Site, identified in the Urban Renewal Plan, as Parcel 7, is subject to the terms of the Urban Renewal Plan.

DEVELOPMENT TEAM

The development team includes:

Address/Location:	41 Berkeley Street
Proponent:	Appleton Berkeley Propco, LLC c/o Related Beal 177 Milk Street Boston, MA 02109 (617) 451-2100 David Chattman Alex Provost Lindsay Knutson Beth Pyles, Esq.
Architect:	Hacin + Associates 500 Harrison Avenue, Studio 4F Boston, MA 02118 (617) 426-0077 David Hacin Rob Clocker

Landscape Architect: STIMSON Studio
288 Norfolk Street
Cambridge, MA 02139
(617) 876-8960
Eddie Marshall

Legal Counsel: Nutter McClennen & Fish, LLP
Seaport West
155 Seaport Boulevard
Boston, MA 02210
(617) 439-2000
Brent McDonald, Esq.
Ian Urquhart, Esq.

Permitting Consultant: Epsilon Associates, Inc.
3 Mill & Main Place, Suite 250
Maynard, MA 01754
(978) 897-7100
Geoff Starsiak
Hiromi Hashimoto

Transportation Consultant: Howard Stein Hudson
11 Beacon Street, Suite 1010
Boston, MA 02108
(617) 482-7080
Ian McKinnon
Brian Beisel

Civil Engineer: Nitsch Engineering
2 Center Plaza, Suite 430
Boston, MA 02108
(617) 338-0063
John Schmid
Annie Cornell

Sustainability Consultant: EnviENERGY
75 State Street, Suite 100
Boston, MA 02109
(617) 446-3114
Samira Ahmadi

MEP, Senior Care & Appleton Buildings: JBB
125 High Street, Suite 220
Boston, MA 02110
(617) 982-1731
Jimmy Lin
Ryan Stecher

MEP, Franklin Union Building: McNamara Salvia Structural Engineers
101 Federal Street, Suite 1100
Boston, MA 02110
(617) 737-0040
Adam McCarthy

DESCRIPTION AND PROGRAM

The three (3) elements of the Proposed Project are more particularly described as follows (each a “Project Component” and collectively, the “Project Components”):

1. The Senior Care Component. To be developed on the Senior Care Parcel with frontage along Tremont Street containing approximately 190,300 SF for Senior Care use, a health care use providing a care environment for seniors including assisted living and memory care, licensed by the Commonwealth of Massachusetts Executive Office of Elder Affairs, with approximately 5,300 SF of ground floor restaurant/retail use. The Senior Care Component will have approximately 236 beds and parking for up to approximately 60 vehicles intended to serve the Project as a whole. The Senior Care Component will primarily be located within the Senior Care Parcel, with the exception of an approximately 9,120 SF portion of the Senior Care Component which extends on the fifth through tenth floors into the Appleton Parcel over a portion of the Appleton Component (defined below). Parking will be located in a parking garage below the building accessed by an existing curb cut off Appleton Street. The upper floors will include assisted living and memory care services, medication management, wellness, dining and amenity spaces. The main entrance to the facility will be on Tremont Street, and a secondary entry will be

located in the middle of the Project Site to provide an accessible, at-grade entry to the Senior Care Component;

2. The Franklin Union Building Component. To be developed on the Franklin Union Parcel and will include the renovation and expansion of the existing Franklin Union Building into approximately 50,900 SF of residential home ownership use with approximately 2,800 SF of ground floor retail. . The Franklin Union Building Component will include a total of thirty-five (35) home ownership units, fourteen (14) one-bedroom units, sixteen (16) two bedroom units, and five (5) three bedroom units, with one (1) two-bedroom IDP condominium unit restricted to 80% AMI. The historic facades and the bulk of the existing floors will be preserved, and a one-story vertical addition will be added. The 1980s auto-repair addition to the existing building will be removed, which will allow for additional pedestrian open space on the Project Site; and

3. The Appleton Component. To be developed on the Appleton Parcel with frontage along Appleton and will include the renovation and expansion of the existing building at 4 Appleton Street into approximately 13,900 sf of income-restricted and age-restricted residential rental use and an approximately 3,450 SF community room occupying the ground floor. The Appleton Component will include sixteen (16) IDP rental units, with ten (10) restricted to 70% of AMI and six (6) IDP residential rental units restricted to 80% AMI.

The interior of the Project Site will be a publicly accessible landscaped courtyard passage providing direct pedestrian access from Berkeley Street to Tremont Street. The landscaping will include seating, shade trees and a public park at the corner of Appleton and Tremont streets that will augment the community room function. Approximately twenty-four percent (24%) of the Project Site area will be made open and accessible to the public. Sidewalks, street trees and streetscape amenities will be designed to Boston Complete Streets guidelines. The Proponent is committed to phasing construction to allow for BFCIT's continued operations on the Project Site following its sale and prior to BFCIT's relocation to Nubian Square.

It is currently anticipated that the Proposed Project will be used primarily for health care uses (Senior Care) and Residential Uses, with ground floor Retail/Commercial and Not-for-Profit Affordable Cultural Uses. The uses will also include additional commercial and residential amenities such as fitness facilities, meeting rooms, and roof terraces and roof decks as appropriate.

The Proponent is committed to strengthening the availability of affordable housing in Boston. The Proposed Project will comply with Section 64-29.1(c)1 of the Code.

ARTICLE 80 REVIEW PROCESS

On July 13, 2020, the Proponent filed a Letter of Intent (“LOI”) in accordance with the BPDA’s policy regarding Provision of Mitigation by Development Projects in Boston. On October 8, 2020, the IAG was finalized with seven (7) members.

The Proponent filed a Project Notification Form (“PNF”) for the Proposed Project on September 14, 2020, which initiated a thirty-day (30) public comment period which was extended through mutual consent between the Proponent and BPDA and concluded on December 29, 2020. Notice of the receipt of the PNF by the BPDA was published in the Boston Herald on November 30, 2022. The notice and PNF were sent to the City’s public agencies/departments and elected officials pursuant to Section 80A-2 of the Code. Additionally, copies of the PNF were sent to all IAG members. The Proponent filed the Development Plan (“PDA”) for the Proposed Project on August 31, 2022, which initiated a forty-five-day (45) comment period that concluded on October 12, 2022. The Proponent subsequently filed a Supplemental Information Document (“SID”) filing on September 6, 2022 of which notice was published in the Boston Herald on the same date, in response to the Request for Supplemental Information issued on March 21, 2022, which initiated a thirty-day (30) public comment period which was extended through mutual consent between the Proponent and BPDA and concluded on December 9, 2022. The Proponent presented the Proposed Project to the Boston Civic Design Commission (“BCDC”) and subsequently received approval on June 7, 2022.

All the above noted project filings triggered a series of BPDA-sponsored meetings with both the public and the IAG in which the Proposed Project and its related components were discussed and reviewed. Below is a list of the BPDA-sponsored public meetings that have been held to date on the Proposed Project:

- IAG Meeting: October 19, 2020
- IAG Meeting: April 12, 2022
- IAG Meeting: September 13, 2022
- IAG Meeting: October 11, 2022
- IAG Meeting: November 30, 2022

Public Meeting: October 29, 2020

Public Meeting: April 26, 2022
Public Meeting: September 28, 2022

In addition to the above-mentioned meetings, the Proponent and BPDA also undertook community outreach efforts and participated in a series of meetings before and during the Article 80 Review process with abutters, neighborhood residents and local elected officials to discuss the Proposed Project and solicit feedback.

PLANNING CONTEXT AND CITY STAFF REVIEW

The Proposed Project is not located within the boundaries of a recent planning initiative. Instead, Planning Division staff considered the neighborhood context, historic preservation, adopted citywide plans including Imagine Boston 2030, Boston Climate Action Plan, and Go Boston 2030, and public feedback to review the Proposed Project and Development Plan.

The Proposed Project is located in the Boston Center for the Arts-Franklin Institute Community Facilities Subdistrict of the South End Neighborhood Zoning District and falls within the Restricted Parking Overlay District (“RPOD”), the Coastal Flood Resilience Overlay District (“CFROD”), and the Groundwater Conservation Overlay District (“GCOD”). The environmental, including Article 37 Green Buildings, and parking constraints are addressed in the Proposed Project’s design. Additionally, the Project Site is located within the South End Landmark District. BPDA Design Review staff will continue to work with the Proponent and the South End Landmark District Commission (“SELDC”) to ensure the Proposed Project undergoes the appropriate preservation process.

The BPDA’s key objectives were manifold to ensure the Development Plan had contextually appropriate guidelines for potential future developments and the current Proposed Project complemented the neighborhood context. In particular, BPDA staff ensured the Proposed Project’s scale, size, and use worked within the neighborhood fabric and reflected its key location as a connector between Chinatown and the South End.

BPDA staff also sought to support appropriate street activation through ground floor retail/restaurant use, compliance with Boston’s Complete Street guidelines, and pedestrian use and accessibility of the courtyard passage (POPS) from Berkeley

Street to Tremont Street. The Project Site area is programmed to maximize pedestrian experience, use, and accessibility.

MITIGATION AND COMMUNITY BENEFITS

The Proposed Project will substantially revitalize the Project Site and create a vibrant, sustainable, and accessible development. The Proposed Project will deliver numerous public benefits, including affordable housing, public realm improvements and tax revenues.

The Proposed Project will generate many significant public benefits for the surrounding neighborhood and City as a whole, both during construction and on an ongoing basis upon its completion.

Affordable Housing: The Proponent is committed to strengthening the availability of affordable housing in Boston. The Proposed Project will comply with Section 64-29.1(c)1 of the Code which requires that a minimum of ten percent (10%) of the residential dwelling units included within the Proposed Project will be Affordable Housing delivered within the Project Site, as such Affordable Housing is defined in Section 64-41.1 of the Code. The Proposed Project will in fact provide more than twenty percent (20%) of the residential units within the Project Site as Affordable Housing as that term is understood in the Code and the IDP. The Proposed Project will comply with the requirements of the Code and the City's IDP and the Proponent will enter into an Affordable Rental Housing Agreement and Restriction ("ARHAR") or an Affordable Housing Agreement ("AHA"), depending on whether the Proposed Project includes rental or home ownership units.

New Publicly Accessible Open Space:

- The proposed on-site courtyard and pedestrian passageway through the center of the Project Site will add valuable connections to the pedestrian network allowing for alternative quiet routes through the South End neighborhood in a location which previously did not allow for public access.
- This interior access will be designed to be publicly accessible with covered passages, planters, seating areas, green space and trees.

Urban Design/Preservation:

- Creating transparency and connectivity within a previously gated, underutilized parcel and transforming it into a vibrant mixed-use development in a key area of the South End.
- Renovation of the existing Franklin Union Building through the retention of much of the existing building following extensive review with the South End Landmarks District Commission in coordination with the BPDA.
- Providing for street level activity along all street frontages, by providing ground-floor retail in the Senior Care Component facing Tremont Street, as well as the publicly accessible retail/restaurant space in the renovated Franklin Union Building Component and the Affordable Cultural Space in the Appleton Component (as described below).

Green Building/Carbon Reduction:

- The Project and each building will be designed and constructed to mitigate adverse environmental impacts including achieving LEED Gold certifiable.
- In support of Boston’s carbon neutral goals, each building will be designed and constructed to use all efficient electric systems for heating/cooling, DHW heating, and appliances and building roof tops will include solar PV arrays and canopies.
- The Project will purchase 100% renewable electricity for all common building electrical loads and set-up new tenants and owner units to use the Boston Community Choice Electricity’s “Green 100” (100% renewable) electricity service and inform new tenants and owners of the Project’s carbon neutral goals and renewable electricity purchasing plans.

Coastal Floor Resilience Overlay District: The Project Site is located within the CFROD as established by Article 25A of the Code. The Project will include facilities to promote resiliency in accordance with the requirements of Article 25A, including elevating each of the Buildings. The proposed elevation of approximately 19 feet BCB meets the required Sea Level Rise Design Flood Elevation (SLR-DFE) under Article 25A for the Senior Care Building Component. The proposed elevation of approximately 20 feet BCB meets the required Sea Level Rise Design Flood Elevation (SLR-DFE) under Article 25A for the Franklin Union Building Component and the Appleton Building Component’s residential use spaces. The retail spaces will be located at various heights matching the adjacent sidewalk heights and will be dry floodproofed. All structures below the finished grade will be flood proofed to meet applicable building codes and regulations. The Project as described in

this Development Plan shall be in compliance with Article 25A of the Code and the Project shall not need a conditional use permit from the Board of Appeal under Article 25A.

Not-for-Profit Affordable Cultural Space – Providing a Community Center:

- The Proposed Project will comply with Section 64-29.1(c)2 of the Code. The Proponent will develop a purpose-built, multi-purpose Community Center on the ground floor of the Appleton Component in satisfaction of the requirement set forth in Section 64-29.1(c)(2) of the Code to provide an Affordable Cultural Space as part of the Proposed Project. The approximately 3,450 SF Community Center will be dedicated for Affordable Cultural Uses as defined in Section 64-41 of the Code to meet the City's goals for a creative economy, and constitutes more than five percent (5%) of the total Gross Floor Area allocated to non-residential uses of any of the Project Components within the PDA, above that allowed as-of-right in the underlying CF Zoning Subdistrict (which subdistrict would otherwise have an FAR of 4.0).

- The multi-purpose Community Center will be complemented by a generous outdoor plaza at the corner of Appleton and Tremont streets which will afford indoor outdoor programming opportunities.

Enhanced Transportation, Boston Complete Streets and Public Realm Improvements:

- Supporting or installing a BLUEbikes bicycle sharing station near or on the Project Site in coordination with the Boston Transportation Department (“BTD”) to help further expand the extensive bike share network in the neighborhood.

- Providing public realm improvements along Berkeley Street to improve pedestrian safety, increase bicycle connectivity and widen the sidewalk. A curb bump out in the area of Warren Avenue will allow for a larger public realm abutting the Site and addresses key safety concerns of the neighborhood at the unsignalized intersection crossing. Along the Project Site's Berkeley frontage, a raised bicycle track and buffered bicycle lane will be constructed extending the Tremont Street bicycle network now under construction.

- Construction of a curb extension at both the corners of Appleton Street and Tremont Street and Berkeley Street and Appleton Street to create additional areas for public use with landscaping, street furniture and amenities. The Proposed Project also proposes to create a dedicated bicycle lane along Appleton Street.

Support of an Important City Educational Institution:

- The purchase of the Project Site by the Proponent will generate much needed revenue to support the educational mission of BFCIT who will relocate its operations to a new campus under construction in Nubian Square.
- The Proponent is committed to phasing construction to allow for BFCIT's continued operations on the Project Site following its sale and prior to BFCIT's relocation to Nubian Square.

Increased Tax Revenue:

- The Proposed Project will result in the generation of additional property taxes following completion, given the conversion of the Project Site from tax-exempt use to a mix of residential, retail/restaurant and health care uses, thus resulting in a substantial increase from the historic tax revenues provided by the underdeveloped Project Site.

Increased Employment:

- The Proposed Project will create approximately 500 construction jobs including jobs for Boston residents, people of color and women, implemented through the Boston Residents Jobs Policy, and over 200 new permanent jobs.

DIP EXACTIONS

Due to the square footage and uses within the Proposed Project, it is considered a Development Impact Project ("DIP") and is therefore subject to DIP exaction for the community housing uses in excess of 100,000 square feet. Accordingly, there will be approximately 101,850 square feet of DIP uses subject to DIP exactions.

Pursuant to the provisions of Article 80, Section 80B-7 of the Code, the Proposed Project will provide estimate linkage funds of \$1,324,050.00 for the Housing Exaction and \$243,421.50 for the Jobs Exaction, or equivalent job and/or housing creation programs, pursuant to the provisions of Article 80, Section 80B-7 of the Code. The estimated linkage payments are calculated as follows:

Housing Linkage:

DIP Uses: 201,850 SF
Exclusion: -100,000 SF

Jobs Linkage:

DIP Uses: 201,850 SF
Exclusion: -100,000 SF

101,850 SF
X \$13.00
\$1,324,050.00

101,850 SF
X \$2.39
\$243,421.50

INCLUSIONARY DEVELOPMENT POLICY

The Proposed Project is subject to the Inclusionary Development Policy, dated December 10, 2015 ("IDP"), and is located within Zone A, as defined by the IDP. The IDP requires that 13% of the total number of rental units within the development be designated as IDP units. However, in the South End neighborhood, Section 64-29.111.a of the Code requires that within a PDA, either (i) a minimum of twenty percent (20%) of the residential dwelling units included within the Proposed Project be on-site Affordable Housing units, or (ii) a minimum of ten percent (10%) of the residential dwelling units included within the Proposed Project be on-site Affordable Housing units and an equivalent contribution is made to the Inclusionary Development Program Fund and/or the creation of off-site Affordable Housing.

The Franklin Building will include thirty-five (35) condominium units with one (1) residential homeownership IDP unit restricted to 80% Area Median Income, as published by the BPDA and based upon data from the United States Department of Housing and Urban Development ("AMI"), and shall be monitored under an Affordable Housing Agreement with the BPDA ("AHA"). The Appleton Building will include a total of sixteen (16) income-restricted rental units. Ten (10) of the units will be IDP rental units restricted to households earning no more than 70% AMI (the "IDP Units"). The ten (10) IDP Units shall be monitored under an Affordable Housing Agreement and Restriction with the BPDA (the "ARHAR"). The Proponent is pursuing public financing for the remaining six (6) rental units which will be restricted to households earning no more than 80% of AMI (the "80% AMI Units"), which, if funding is received, will be restricted and monitored under a separate MassDocs agreement. If public funding for the 80% AMI Units is not obtained prior to issuance of a Certificate of Compliance for the Appleton Building, all sixteen (16) units in the Appleton Building (i.e. the IDP Units and the 80% AMI Units) shall be restricted by the ARHAR and monitored by the BPDA.

The location of the IDP Units will be finalized in conjunction with BPDA staff and outlined in the ARHAR and AHA. Rents and/or sales prices and income limits will be

adjusted according to BPDA published maximum rents and income limits, as based on HUD AMIs, available at the time of the initial rental/sale of the IDP Units. IDP Units must be comparable in size, design, and quality to the market rate units in the Proposed Project.

The ARHAR and AHA must be executed along with, or prior to, the issuance of the Certification of Consistency for the Project Component. The Proponent must also register the Franklin Union Component and the Appleton Component with the Boston Fair Housing Commission (“BFHC”) upon issuance of the building permit for each Project Component. The IDP Units will not be marketed prior to the submission and approval of an Affirmative Marketing Plan to the BFHC and the BPDA.

All sixteen (16) IDP rental units in the Appleton building shall be restricted to households age 55 and older. In addition to the age restriction described above, preferences will be given to applicants who meet the following criteria, weighted in the order below:

- (1) Boston resident; and
- (2) Household size (a minimum of one (1) person per bedroom); and
- (3) First time homebuyer (homeownership unit only).

Where a unit is built out for a specific disability (e.g., mobility or sensory), a preference will also be available to households with a person whose need matches the build out of the unit. The City of Boston Disabilities Commission shall assist the BPDA in determining eligibility for such a preference.

An affordability covenant will be placed on the IDP Units to maintain affordability for a total period of fifty (50) years (this includes thirty (30) years with a BPDA option to extend for an additional period of twenty (20) years). The household income of the renter and rent of any subsequent rental of the IDP Units during this fifty (50) year period must fall within the applicable income and rent limits for each IDP Unit. IDP Units may not be rented out by the developer prior to rental to an income eligible household, and the BPDA or its assigns or successors will monitor the ongoing affordability of the IDP Units.

**LAND DISPOSITION AGREEMENT AND MINOR MODIFICATION TO THE SOUTH
END URBAN RENEWAL PLAN**

The BRA and the Franklin Foundation entered into a Land Disposition Agreement for Parcel 7 in the South End Urban Renewal Area dated as of January 9, 1981 (the "LDA"). The LDA restricted the use of Parcel 7 for construction of a 1-story building above grade and classrooms below grade. The Proposed Project will require an Amended and Restated Land Disposition Agreement to be entered into between the BRA the Proponent which shall restrict the entire Project Site to the Proposed Project uses. This amendment require payment of an incremental value to the BPDA for the change in use which the BPDA has calculated to be \$745,500. The parties will negotiate the payment structure of the incremental value, which terms will be included in the Amended and Restated Land Disposition Agreement.

The Proposed Project also requires a minor modification of the South End Urban Renewal Plan, Project No. Mass. R-56, for a change in use on Parcel 7 in the South End Urban Renewal Project Area. The minor modification is necessary to allow for the uses described above and in the Development Plan.

RECOMMENDATION

Based on the foregoing, BPDA staff recommends that the BPDA Board: (1) approve the Development Plan for Planned Development Area No. 137, 41 Berkeley Street Project Development, South End (the "Development Plan") pursuant to Section 80C of the Boston Zoning Code (the "Code"); (2) authorize the Director of the BPDA to petition the Boston Zoning Commission for approval of the Development Plan pursuant to Sections 3-1A.a and 80C of the Code; (3) authorize the BPDA to approve the Resolution regarding the Minor Modification to the South End Renewal Plan, Projects No. Mass. R-56, with respect to Parcel 7; (4) authorize the Director to issue a Scoping Determination waiving further review pursuant to Section 80B-5.3(d) of the Code to the 41 Berkeley Street Project (the "Proposed Project"); (5) authorize the Director to issue one or more Certifications of Compliance or Partial Certifications of Compliance for the Proposed Project, or phase of the Proposed Project, pursuant to Section 80B-6 of the Code, upon successful completion of the Article 80 Large Project Review Process; (6) authorize the Director to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project, or phase of the Proposed Project, pursuant to Section 80C of the Code, upon successful completion of the Article 80 Planned Development Area review process; (7) approve the Proposed Project as a Development Impact Project within the meaning of Article 80B-7 of the Code; and (8) authorize the Director to take any and all actions and execute and deliver any and all documents and agreements deemed necessary and appropriate by the Director, including but not

limited to a Cooperation Agreement(s), Affordable Rental Housing Agreement and Restriction(s) and/or Affordable Housing Agreement(s), a Development Impact Project (“DIP”) Agreement(s), and an Amended and Restated Land Disposition Agreement all in connection with the Proposed Project, or any phase of the Proposed Project and the Development Plan.

An appropriate vote follows:

VOTED: That, in connection with the Development for Planned Development Area No. 137, 41 Berkeley Street Project Development, South End (the “Development Plan”) describing the 41 Berkeley Street Project (the “Proposed Project”), presented at a public hearing duly held at the offices of the Boston Redevelopment Authority (“BRA”) on December 15, 2022, and after consideration of evidence presented at, and in connection with, the hearing on the Development Plan and the Proposed Project, the BPDA finds that, in accordance with Section 80C of the Boston Zoning Code, that: (a) such Development Plan is not for a location or project for which Planned Development Areas (“PDAs”) are forbidden by the underlying zoning; (b) the Proposed Project in such Development Plan complies with the provisions of the underlying zoning that establish use, dimensional, design and other requirements for Proposed Projects in PDAs; (c) such Development Plan complies with any provisions of underlying zoning that establish planning and development criteria, including public benefits, for PDAs; (d) such Development Plan conforms to the plan for the district, sub-district or similar geographic area in which the PDA is located, and to the general plan for the City as a whole; (e) such Development Plan complies with, facilitates, and advances the City of Boston's obligations, responsibilities, goals and programs regarding Affirmatively Furthering Fair Housing and Affirmatively Integrated Communities, with particular regard to concerns identified in an Analysis of Impediments, AFFH Assessment Component, and with regard for impacts that may trigger displacement; and (f) on balance, nothing in such Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens; and

FURTHER

VOTED: That the BRA approves, pursuant to Section 3-1.A and Section 80C of the Code, the Development Plan in substantial accord with the same,

as presented to the BRA Board at its public hearing on December 15, 2022; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to petition the Boston Zoning Commission for approval of the Development Plan, pursuant to Section 3-1A. and Section 80C of the Code, in substantial accord with the same, as presented to the BRA at its public hearing on December 15, 2022; and

FURTHER

VOTED: That the BRA approves the Resolution regarding the Minor Modification to the South End Renewal Plan, Project No. Mass. R-56, with respect to Parcel 7; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to issue a Scoping Determination waiving further review pursuant to Section 80B-5.3(d) of the Code, which: (i) finds that together the Project Notification Form, submitted to the BRA on September 14, 2020 (the "PNF"), and supplemental materials adequately describe the potential impacts arising from the Proposed Project, and provide sufficient mitigation measures to minimize these impacts; and (ii) waives further review of the Proposed Project, subject to continuing design review by the BRA relating to the brick facade; and

FURTHER

VOTED: That the BRA hereby finds that the Proposed Project, as described in the PNF submitted to the BRA on September 14, 2020 and the Development Plan conforms to the general plan for the City of Boston as a whole and that nothing in the Proposed Project will be injurious to the neighborhood or otherwise detrimental to the public welfare; and as such, the BRA approves the Proposed Project as a Development Impact Project within the meaning of Section 80B-7 of the Code; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to issue one or more Certifications of Compliance or Partial Certifications of Compliance for the Proposed Project, or phase of the Proposed Project, pursuant to

Section 808-6 of the Code upon successful completion of the Article 80 Large Project Review process; and

FURTHER

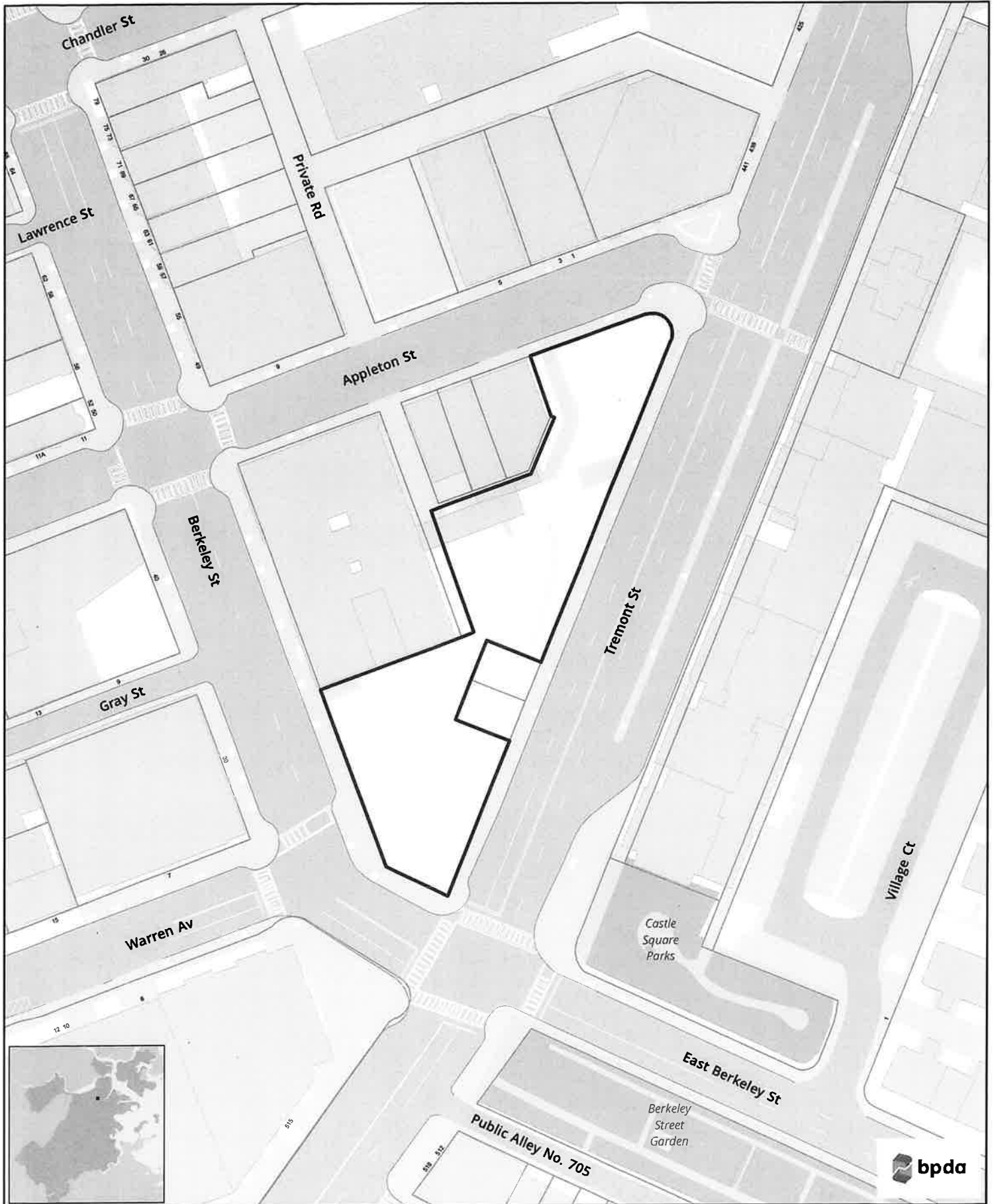
VOTED: That the Director be, and hereby is, authorized to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project, or phase of the Proposed Project, pursuant to Section 80C-8 of the Code, when appropriate; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to take any and all actions and execute and deliver any and all documents and agreements deemed necessary and appropriate by the Director, including but not limited to a Cooperation Agreement(s), Affordable Rental Housing Agreement and Restriction(s) and/or Affordable Housing Agreement(s), a Development Impact Project (“DIP”) Agreement(s) and an Amended and Restated Land Disposition Agreement all in connection with the Proposed Project, or any phase of the Proposed Project, and/or the Development Plan, all upon terms and conditions determined to be in the best interests of the BRA.

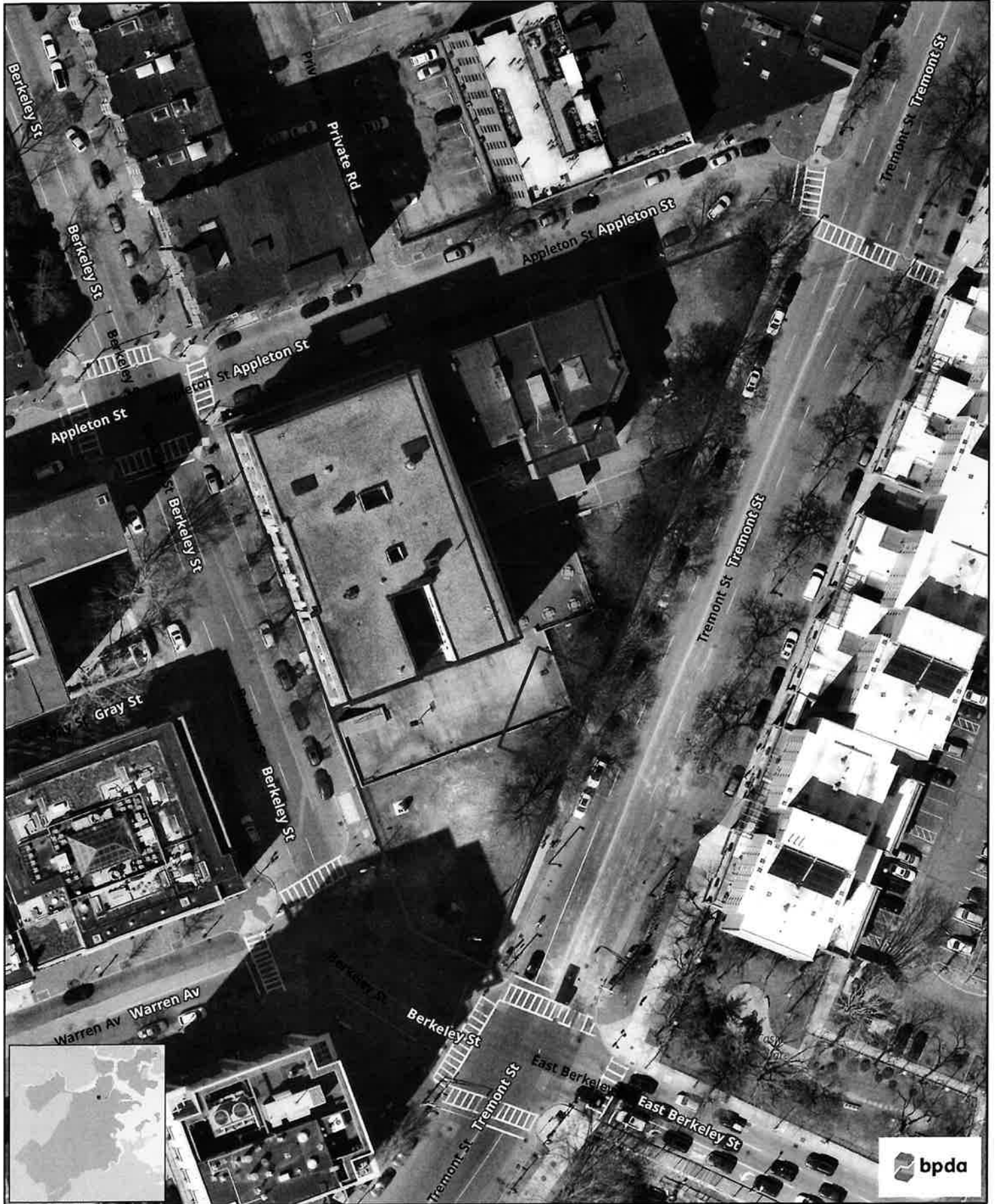
41 Berkeley Street - Benjamin Franklin Institute

1:1,000



41 Berkeley Street

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RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY REGARDING MINOR MODIFICATION TO THE SOUTH END URBAN RENEWAL PLAN, PROJECT NO. MASS. R-56, WITH RESPECT TO PARCEL 7

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56 was adopted by the Boston Redevelopment Authority (the "Authority") on September 23, 1965, and approved by the City Council of the City of Boston on December 6, 1965 (said plan, as previously modified, is herein referred to as the "Plan"); and

WHEREAS, Section 1201 of Chapter XII of the Plan, entitled "Modification and Termination" provides that the Plan may be modified at any time by the Authority without further approval provided that the proposed modifications do not substantially or materially alter or change the Plan; and

WHEREAS, it is the opinion of the Authority that the modifications hereinafter provided with respect to Parcel 7 in the South End Urban Renewal Area are consistent with the objectives of the Plan and are minor modifications that may be adopted within the discretion of the Authority pursuant to said Section 1201; and

WHEREAS the proposed amendments to the Plan are necessary to effectuate the redevelopment of Parcel 7; and

WHEREAS, the Authority is cognizant of the requirements of Massachusetts General Laws Chapter 30, Sections 61 through 62H, as amended, and its implementing regulations (collectively "MEPA") with respect to minimizing and preventing damage to the environment.

NOW, THEREFORE, be it resolved by the Authority as follows:

1. Pursuant to Section 1201 thereof, the Plan be and hereby is amended as follows:
 - (a) That Map No. 2, entitled "Proposed Land Use" is hereby modified by setting the proposed land use for Parcel 7 to allow for "Residential Uses, Health Care Uses, Retail/Commercial Uses, Community Uses, Existing or Start-up Business or Not-For-Profit Affordable Cultural Uses, and Parking Uses".

(b) That Chapter VI, "Land Use, Building Requirements and Other Controls", Section 602, Table A, "Land Use and Building Requirements", is hereby amended by replacing the Permitted Land Use with respect to Parcel 7 with the following:

Reuse Parcel No.	Permitted Land Use	Minimum Set Back (in feet)	Height in Feet Min. Max.	Max Net Density	Min Parking Ratio	Planning and Design Requirements
7	Institutional, Residential Uses, Health Care Uses, Retail/Commercial Uses, Community Uses, Existing or Start-up Business or Not-For-Profit Affordable Cultural Uses, and Parking Uses.	AA	AA AA	NA	Z	B,C,F

2. That the proposed modification is found to be a minor modification that does not substantially or materially alter or change the Plan.
3. That it is hereby found and determined pursuant to MEPA that the foregoing modification of the Plan, and any proposed development undertaken pursuant thereto, will not result in significant damage to or impairment of the environment, and further that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.
4. That all other provisions of the Plan not inconsistent herewith be and hereby are continued in full force and effect.
5. That the Director be, and hereby is, authorized to proclaim by certificate this minor modification of the Plan, all in accordance with the provisions of the Urban Renewal Handbook, RHM 7207.1, dated August 1974, if applicable.

FACT SHEET

PLANNED DEVELOPMENT AREA NO. 137

41 BERKELEY STREET PROJECT

41 BERKELEY STREET, SOUTH END (BOSTON), MASSACHUSETTS

DECEMBER 15, 2022

PROPONENT	Appleton Berkeley Propco, LLC c/o Related Beal, LLC
PROJECT SITE	An approximately one and twenty-six tenths (1.26) acre parcel of land (approximately 53,425 square feet) located at 41 Berkeley Street, also known as the Benjamin Franklin Cummings Institute of Technology (“BFCIT”) Campus. The Project Site is directly bound by Appleton Street to the north, Berkeley Street to the west and south, and Tremont Street to the east, all as more specifically described in the legal description and depicted on the Project Site Plan.
EXISTING ZONING	<p>The Project Site is located in: (i) the Boston Center for the Arts-Franklin Institute Community Facilities Subdistrict of the South End Neighborhood Zoning District, the relevant underlying zoning controls for which are set forth in Article 64 of the Code; (ii) the Restricted Parking Overlay District (“RPOD”) governed by Section 3-1A(c) of the Code; (iii) the Coastal Flood Resilience Overlay District (“CFROD”) governed by Article 25A of the Code; and (iv) the Groundwater Conservation Overlay District (“GCOD”), governed by Article 32 of the Code. The Project Site is eligible for permitting as a Planned Development Area (“PDA”).</p> <p>The Development Plan sets forth the applicable use and dimensional requirements for the Project Site.</p>
PROJECT	<p>The Project consists of three components:</p> <p>The Senior Care Component to be developed on the approximately 32,508 SF Senior Care Parcel with frontage along Tremont Street containing approximately 190,300 SF for Senior Care use, a health care use providing a care environment for seniors including assisted living and memory care, licensed by the Commonwealth of</p>

Massachusetts Executive Office of Elder Affairs with approximately 5,300 SF of ground floor restaurant/retail use. The Senior Care Component will have approximately 236 beds and parking for up to approximately 60 vehicles intended to serve the Project as a whole. The Senior Care Component will primarily be located within the Senior Care Parcel, with the exception of an approximately 9,120 SF portion of the Senior Care Component which extends on the fifth through tenth floors into the Appleton Street Parcel over a portion of the Appleton Component. Parking will be located in a parking garage below the building accessed by an existing curb cut off Appleton Street. The upper floors will include assisted living and memory care services, medication management, wellness, dining and amenity spaces. The main entrance to the facility will be on Tremont Street, and a secondary entry will be located in the middle of the Project Site to provide an accessible, at-grade entry to the Senior Care Component;

The Franklin Union Building Component to be developed on the approximately 13,916 SF Franklin Union Parcel and will include the renovation and expansion of the existing Franklin Union Building into approximately 50,900 SF of residential home ownership use with approximately 2,800 SF of ground floor retail. The historic facades and the bulk of the existing floors will be preserved, and a one-story vertical addition will be added. The 1980s auto-repair addition to the existing building will be removed, which will allow for additional pedestrian open space on the Project Site.

The Appleton Component to be developed on the approximately 7,002 SF Appleton Parcel with frontage along Appleton and will include the renovation and expansion of the existing building at 4 Appleton Street into approximately 13,900 sf of income-restricted and age-restricted residential rental use and an approximately 3,450 SF community room occupying the ground floor.

PUBLIC BENEFITS

Affordable Housing: The Proponent is committed to strengthening the availability of affordable housing in Boston. The Proposed Project will comply with Section 64-29.1(c)1 of the Code which requires that a minimum of ten percent (10%) of the residential dwelling units included within the Proposed Project will be Affordable Housing delivered on-site, as such Affordable

Housing is defined in Section 64-41.1 of the Code. The Proposed Project will in fact provide more than twenty percent (20%) of the residential units on site as Affordable Housing as that term is understood in the Code and the City's Inclusionary Development Policy ("IDP") within each of the Appleton Component and the Franklin Union Building. The Project will comply with the requirements of the Code and the City's IDP and the Proponent will enter into an Affordable Rental Housing Agreement and Restriction or an Affordable Housing Agreement, depending on whether the Project includes rental or home ownership units.

New Publicly Accessible Open Space:

- The proposed on-site courtyard and pedestrian passageway through the center of the Project Site will add valuable connections to the pedestrian network allowing for alternative quiet routes through the South End neighborhood in a location which previously did not allow for public access.
- This interior access will be designed to be publicly accessible with covered passages, planters, seating areas, green space and trees.

Urban Design/Preservation:

- Creating transparency and connectivity within a previously gated, underutilized parcel and transforming it into a vibrant mixed-use development in a key area of the South End.
- Renovation of the existing Franklin Union Building through the retention of much of the existing building following extensive review with the South End Landmarks District Commission in coordination with the BPDA
- Providing for street level activity along all street frontages, by providing ground-floor retail in the Senior Care Component facing Tremont Street, as well as the publicly accessible retail/restaurant space in the renovated Franklin Union Building Component and the Affordable Cultural Space in the Appleton Component.

Not-for-Profit Affordable Cultural Space – Providing a Community Center:

- The Proposed Project will comply with Section 64-29.1(c)2 of the Code. The Proponent will develop a purpose-built, multi-purpose Community Center on the ground floor of the Appleton Component in satisfaction of the requirement set forth in Section 64-29.1c(2) of the Code to provide an Affordable Cultural Space as part of the Project. The approximately 3,450 SF Community Center will be dedicated for Affordable Cultural Uses as defined in Section 64-41 of the Code to meet the City's goals for a creative economy, and constitutes more than five percent (5%) of the total Gross Floor Area allocated to non-residential uses of any of the Project Components within this PDA, above that allowed as-of-right in the underlying CF Zoning Subdistrict (which subdistrict would otherwise have an FAR of 4.0.)
- This multi-purpose Community Center will be complemented by a generous outdoor plaza at the corner of Appleton and Tremont streets which will afford indoor-outdoor programming opportunities.

Enhanced Transportation, Boston Complete Streets and Public Realm Improvements: A number of transportation mitigation measures and public realm improvements will be provided by the Project including:

- Supporting or installing a BLUEbikes bicycle sharing station near or on the Project Site in coordination with BTM to help further expand the extensive bike share network in the neighborhood.
- Providing public realm improvements along Berkeley Street to improve pedestrian safety, increase bicycle connectivity and widen the sidewalk. A curb bump out in the area of Warren Avenue will allow for a larger public realm abutting the Site and addresses key safety concerns of the neighborhood at the unsignalized intersection crossing. Along the Project Site's Berkeley frontage, a raised bicycle track and buffered bicycle lane will be constructed extending the Tremont Street bicycle network now under construction.

- Construction of a curb extension at both the corners of Appleton Street and Tremont Street and Berkeley Street and Appleton Street to create additional areas for public use with landscaping, street furniture and amenities. Along Appleton Street the Project also proposes to create a dedicated bicycle lane.

Green Building/Carbon Reduction:

- The Project and each building will be designed and constructed to mitigate adverse environmental impacts including achieving LEED Gold certifiable. •
- In support of Boston’s carbon neutral goals, each building will be designed and constructed to use all efficient electric systems for heating/cooling, DHW heating, and appliances and building roof tops will include solar PV arrays and canopies.
- The Project will purchase 100% renewable electricity for all common building electrical loads and set-up new tenants and owner units to use the Boston Community Choice Electricity’s “Green 100” (100% renewable) electricity service and inform new tenants and owners of the Project’s carbon neutral goals and renewable electricity purchasing plans.

Support of an Important City Educational Institution:

- The purchase of the Project Site by the Proponent will generate much needed revenue to support the educational mission of BFCIT who will relocate its operations to a new Campus under construction in Nubian Square.
- The Proponent is committed to phasing construction to allow for BFCIT’s continued operations on the Project Site following its sale and prior to BFCIT’s relocation to Nubian Square.

Increased Tax Revenue:

- The Project will result in the generation of additional property taxes following completion, given the conversion of the Project Site from tax-exempt use to a mix of residential, retail/restaurant and health care uses, thus resulting in a substantial increase from the historic tax revenues provided by the underdeveloped Project Site.

Increased Employment:

- The Project will create approximately 500 construction jobs including jobs for Boston residents, people of color and women, implemented through the Boston Residents Jobs Policy, and over 200 new permanent jobs.

BOSTON REDEVELOPMENT AUTHORITY
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY
DEVELOPMENT PLAN
FOR
PLANNED DEVELOPMENT AREA NO. 137
41 BERKELEY STREET PROJECT DEVELOPMENT

SOUTH END, BOSTON

Dated: December 15, 2022

Development Plan: In accordance with Section 3-1A, Sections 64-28 through 64-31 and Section 80C of the Boston Zoning Code (as in effect on the date hereof, the “**Code**”), this plan constitutes a Development Plan for Planned Development Area No. 137 (the “**Development Plan**”) and sets forth information describing the development of a project (the “**Proposed Project**”) at 41 Berkeley Street in the South End Neighborhood of Boston described in greater detail below (the “**Project Site**”).

This Development Plan sets forth information on the proposed development of the Proposed Project, including the proposed location and appearance of structures, open spaces and landscaping, proposed uses, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. This Development Plan provides the zoning for the Proposed Project, which is also undergoing review under Section 80B of the Code. A Project Notification Form (“**PNF**”) for the Proposed Project was filed with the Boston Redevelopment Authority (d/b/a the Boston Planning & Development Agency) (the “**BPDA**”) on September 14, 2020, which commenced a period of public review, which concluded on December 29, 2020. A Supplemental Information Document (“**SID**”) was filed with the BPDA on September 6, 2022 in response to a request for Supplemental Information issued by the BPDA on March 21, 2021. The Proposed Project is also undergoing review by the Boston Civic Design Commission (“**BCDC**”) in accordance with Article 28 of the Code. BCDC approved the design of the Proposed Project on June 7, 2022. Based upon that process and approval of this Development Plan, final plans and specifications for the Proposed Project will be submitted to the BPDA pursuant to Sections 80B and 80C of the Code for final design review approval and certification as to consistency with this Development Plan.

This Development Plan consists of thirteen (13) pages of text and Exhibits A – E. All references to this Development Plan contained herein shall pertain only to such thirteen (13) pages of text and Exhibits A – E. Exhibit D is subject to design, environmental and other development review by the BPDA and by other governmental agencies and authorities, and the final design of the Proposed Project as described herein may evolve in the course of such review. All references herein to terms set forth in the Code shall have the meanings set forth in the Code, as amended to the effective date hereof, and not as the same may be amended hereafter.

Upon approval, this Development Plan will constitute permanent zoning for the Project Site in accordance with Section 3-1A, Section 64-29 and Section 80C of the Code. In accordance with Section 80C-8 and 80C-9 of the Code, consistency of the Proposed Project or any Project Component with this Development Plan as evidenced by the issuance of one or more Certifications of Consistency by the BPDA constitutes compliance with the requirements of the Code to the extent such requirements have been addressed in this Development Plan. To the extent that the Director of the BPDA certifies consistency with this Development Plan, the Proposed Project or any Project Component, will be deemed to be in compliance with the requirements of the Code.

Proponent: Appleton Berkeley Propco, LLC, a Delaware limited liability company, (the “**Proponent**”), an affiliate of Related Beal, LLC, a Boston-based, fully integrated real estate firm focused on development and investment opportunities in Boston, with extensive experience and expertise in commercial, mixed-use and residential development. The Proponent has an agreement with the Benjamin Franklin Cummings Institute of Technology (“**BFCIT**”), the current fee owner of the Project Site, to acquire the Project Site, after having obtained the approvals required to enable the Proposed Project’s development.

The business address, telephone number and designated contact for the Proponent is:

Appleton Berkeley Propco, LLC
c/o Related Beal, LLC
177 Milk Street
Boston, Massachusetts 02109
Attention: David Chattman, Alex Provost, Lindsay Knutson, Beth Pyles, Esq.
(617) 399-9500

The Proponent will file a Disclosure Statement with the BPDA in the form required by Section 80B-8 of the Code.

Members of the Development Team are identified on Exhibit C attached hereto.

Proposed Location: The Project Site is an approximately one and two hundred twenty-six thousandths (1.226) acre parcel of land (approximately 53,425 square feet) located at 41 Berkeley Street, also known as the BFCIT Campus. The Project Site is directly bound by Appleton Street to the north, Berkeley Street to the west and south, and Tremont Street to the east. The Project Site does not include the land and improvements thereon known and numbered 6 and 6A Appleton Street, all as more specifically described in the legal description and depicted on the Project Site Plan, attached hereto as Exhibit A-1 and Exhibit B-1, respectively

The Proposed Project contemplates three distinct developments on three separate parcels. Each of these development parcels may in the future be owned and developed by individual developers. After the major discretionary permits for the Proposed Project have been obtained, the development of each of these parcels may proceed as the Proponent, in its sole discretion determines is appropriate due to market conditions and other factors. The three development parcels consist of an approximately 13,916 SF parcel which includes the existing Franklin Union Building (the “**Franklin Union Parcel**”), an approximately 32,508 SF parcel with frontage along Tremont Street (the “**Senior Care Parcel**”), and an approximately 7,002 SF parcel with frontage along Appleton Street (the “**Appleton Parcel**”). The approximate location of the Franklin Union Parcel, the Senior Care Parcel and the Appleton Parcel are shown on the plan attached hereto as Exhibit A-2, a legal description of the Franklin Union Parcel is attached hereto as Exhibit B-2, a legal description of the Senior Care Parcel is attached as Exhibit B-3, and a legal description of the Appleton Parcel is attached hereto as Exhibit B-4.

The Project Site is located in: (i) the Boston Center for the Arts-Franklin Institute Community Facilities Subdistrict of the South End Neighborhood Zoning District, the relevant underlying zoning controls for which are set forth in Article 64 of the Code; (ii) the Restricted Parking Overlay District (“**RPOD**”) governed by Section 3-1A(c) of the Code; (iii) the Coastal Flood Resilience Overlay District (“**CFROD**”) governed by Article 25A of the Code; and (iv) the Groundwater Conservation Overlay District (“**GCOD**”), governed by Article 32 of the Code. The Project Site is eligible for permitting as a Planned Development Area (“**PDA**”). The Project Site is also located within the South End Landmark District, subject to review and approval by the South End Landmark District Commission (“**SELDC**”).

Location, Appearance and Proposed Dimensions of Structures and Proposed Density:
The Proposed Project will consist of three buildings totaling approximately 265,508 SF each referred to herein as a Project “**Component**” for purposes of this Article 80 review.

The various components of the Project are shown on the plans, elevations and drawings attached hereto as Exhibit D (collectively, the “**Project Plans**”), and the three elements of the Project are more particularly described as follows (each a “**Project Component**” and collectively, the “**Project Components**”), with the three components being shown on a plan attached hereto as Exhibit D-1:

Project Components include:

Senior Care Building Component to be developed on the Senior Care Parcel will consist of approximately 190,300 SF for Senior Care use, a non-institutional healthcare use providing a care environment for seniors including assisted living and memory care, licensed by the Commonwealth of Massachusetts Executive Office of Elder Affairs with approximately 5,300 SF of ground floor restaurant/retail use. The Senior Care Building will have approximately 236 beds and parking for up to approximately 60 vehicles intended to serve the Project as a whole. The Senior Care Building will primarily be located within the Senior Care Parcel, with the exception of a 9,120 SF portion of the Senior Care Building which extends on the fifth through tenth floors into the Appleton Street Parcel over a portion of the Appleton Building Component. Parking will be located in a parking garage below the building accessed by an existing curb cut off Appleton Street. The upper floors will include assisted living and memory care services,

medication management, wellness, dining and amenity spaces. The main entrance to the facility will be on Tremont Street, and a secondary entry will be located in the middle of the Project Site to provide an accessible, at-grade entry to the Senior Care Building;

Franklin Union Building Component to be developed on the Franklin Union Parcel will include the renovation and expansion of the existing Franklin Union Building into approximately 50,900 SF of residential home ownership use with approximately 2,800 SF of ground floor retail. The Franklin Union Building will include thirty-five (35) condominium units with one (1) residential homeownership unit income-restricted to households earning no more than 80% of Area Median Income (AMI). The historic facades and the bulk of the existing floors will be preserved, and a one-story vertical addition will be added. The 1980s auto-repair addition to the existing building will be removed, which will allow for additional pedestrian open space on the Project Site.

Appleton Building Component to be developed on the Appleton Parcel will include the renovation and expansion of 4 Appleton Street into approximately 13,900 SF of income-restricted residential rental use in sixteen (16) residential units and an approximately 3,450 SF community room occupying the ground floor. Ten (10) of the residential rental units will be income-restricted to households earning no more than 70% of AMI and the remaining six (6) residential rental units will be restricted to households earning no more than 80% of AMI. All sixteen (16) residential rental units will be age-restricted to households age 55 and over.

The Project Components will be reviewed in a coordinated process for the purposes of both Article 80B and Article 80C review. As such, each individual Project Component may be developed by individual developers who will obtain individual certifications of compliance and consistency and execute on its specific plan, including development agreements, with the BPDA and other city agencies to the extent required.

The interior of the Project Site will be a publicly accessible landscaped courtyard passage providing direct pedestrian access from Berkeley Street to Tremont Street. The landscaping will include seating, lighting, shade trees and a public park at the corner of Appleton and Tremont streets that will augment the community room function. Permanent signage will be present on the Project Site indicating the courtyard is publicly accessible. No physical barrier (i.e. gate) will block pedestrian's entry or exit from the Project Site. Approximately 24% of the Project Site area will be made open and accessible to the public. Sidewalks, street trees and streetscape amenities will be designed to Boston Complete Streets guidelines. The Proponent is committed to phasing construction to allow for BFCIT's continued operations on the Project Site following its sale and prior to BFCIT's relocation to Nubian Square.

The Senior Care Building Component will have a maximum building height, as calculated under the Code and this Development Plan, not to exceed 110 feet. The Franklin Union Building Component will have a maximum building height, as calculated under the Code and this Development Plan, of 90 feet. The Appleton Building Component will have a maximum building height, as calculated under the Code and this Development Plan, of 50 feet. The height of each building has been measured from an elevation of 19 feet Boston City Base which shall constitute "Grade" as that term is understood in the Code. The Building Height of

each of the Components are exclusive of rooftop mechanical penthouses, elevator penthouses and other rooftop mechanical equipment to the extent approved by the BPDA in this Development Plan and approximately as depicted per the roof plans and elevations in Exhibit D.

The Floor Area Ratio (“FAR”) of the Proposed Project will not exceed 5.0 as calculated pursuant to the Code. All areas provided herein are described in gross floor area as such term is used in the definition of “Floor Area Ratio” in the Code; provided further that such areas devoted to garage use, whether or not within the basement of a building, mechanical equipment, storage, service and loading areas, wherever located, are specifically excluded for the purposes of determining “Floor Area, Gross”. Furthermore, based upon the further division of the Project Site to enable the development of each of the Senior Care Building Component on the Senior Care Parcel, the Franklin Union Building Component on the Franklin Union Building Parcel, and the Appleton Building Component on the Appleton Parcel, as depicted on Exhibit D-1, which may be amended from time to time, the maximum FAR for the Senior Care Building Component is 6.05 inclusive of the 9,120 SF which extends into the Appleton Street Parcel which shall only be attributable to the Senior Care Parcel; the maximum FAR for the Franklin Union Building Component is 3.86; and the maximum FAR for the Appleton Building Component is 2.48.

The final square footages devoted to each of the uses within the Project Components on the Project Site and the mix of uses on the Project Site will vary depending on market conditions from time to time. The Proponent retains the right to change certain space within a Project Component from one use to another use, and such modification to or conversion of the uses shall not require an amendment to this Development Plan, provided that such uses are permitted under the Development Plan, the dimensions and densities of the Proposed Project shall not exceed those that are permitted under the Development Plan, and Proponent obtains the necessary approvals. Without limiting the foregoing, adjustments of the boundaries of Project Components shall require notice to the BPDA but shall not be subject to BPDA approval.

It is contemplated that each Project Component may be separately owned, constructed and financed or that portions or all of each Project Component may be further subdivided into one or more separate parcels which may be under separate ownership, or one or more of the Project Components may be combined to create one single parcel or a condominium ownership structure may be created for all or part of the Project Site, all without further BPDA action. This Development Plan approves any zoning nonconformity created or increased by the separation of ownership of individual Project Components, or by the subdivision, re-subdivision, combination, or submission to condominium ownership or other forms of ownership of the Project Components, provided that (a) the use requirements of this Development Plan are met by the resulting parcel or parcels; (b) the Proposed Project’s Site-wide FAR does not exceed the maximum density permitted under this Development Plan for the Project Site as a whole; (c) the open space, parking and loading space requirements of this Development Plan are met with respect to the Project Site as a whole; and (d) the construction phasing of each Project Component, as required under this Development Plan, is met; (e) the public benefit obligations required by this Development Plan and any other agreements entered into by the Proponent as a condition to the BPDA’s Article 80 approval of the Proposed Project are not modified, nor their implementation changed, without the prior written consent of the Director of the BPDA, and the scope of the public benefit obligations required by this Development Plan and any other agreement entered into by the Proponent as a condition of the BPDA’s Article 80 approval of the Proposed Project are not diminished. Compliance of each Project Component with the

requirements of this Development Plan shall be determined on an individual Project Component rather than a Proposed Project Site-wide basis, except as otherwise expressly provided in this Development Plan, and each Project Component will be eligible to receive its own Certification of Consistency. The compliance or non-compliance of any one Project Component shall not affect the compliance of any other Project Component.

The maximum square footage, maximum building height and FAR set forth above, together with the maximum development footprint as set forth in Section 64-29.3 of the Code, will be the only dimensional requirements applicable to the Proposed Project and the Project Site. All other dimensional requirements of the Code shall not be applicable to the Proposed Project and the Project Site and are superseded by this Development Plan.

Roof Deck and Roof Terraces and Solar PV: The Proposed Project may include roof decks or roof terraces on portions of the roofs not occupied by solar PV equipment and mechanical penthouses. Access to such roof decks and roof terraces may be provided by one or more elevators and stairwells also serving mechanical penthouses. Notwithstanding the definition of "Building Height" found in Article 2A and the provisions of Section 64-34 of the Code, any elevator penthouse, mechanical equipment, stairway bulkhead or any other roof structure built for the purpose of accessing a roof deck or roof terrace, as well as the said roof decks and roof terraces and solar PV equipment, panels and canopies, themselves, shall be excluded from the calculation of the building height as approved under this Development Plan.

Proposed Uses: It is currently anticipated that the Proposed Project will be used primarily for non-institutional healthcare use (Senior Care) and Residential Uses, with ground floor Retail/Commercial and Not-for-Profit Affordable Cultural Uses (as described in Exhibit E hereto). In addition, the Proposed Project will include parking and loading as described herein. The uses will also include additional commercial and residential amenities such as fitness facilities, meeting rooms, and roof terraces and roof decks as appropriate.

Affordable Housing: The Proposed Project will comply with Section 64-29.1(c)1 of the Code which requires that a minimum of ten percent (10%) of the residential dwelling units included within the Proposed Project will be Affordable Housing delivered on-site, as such Affordable Housing is defined in Section 64-41.1 of the Code. The Proposed Project will in fact provide more than twenty percent (20%) of the residential units on site as Affordable Housing as that term is understood in the Code. The Proposed Project will comply with the requirements of the Code and the City's IDP and the Proponent will enter into an Affordable Rental Housing Agreement and Restriction or an Affordable Housing Agreement, depending on whether the Project includes rental or home ownership units.

The Franklin Union Building Component is anticipated to contain thirty five (35) for-sale homeownership units, one (1) of which will be income restricted to households earning not more than 80% of AMI as published by the BPDA based on information provided from the United States Department of Housing and Urban Development.

The Appleton Building will contain sixteen (16) income-restricted units, ten (10) of which will be restricted to households earning not more than 70% of AMI and six (6) of which will be restricted to household earning not more than 80% of AMI. Additionally, the Appleton Building will be restricted to households age 55 and over.

Existing or Start-Up Business & Not-for-Profit Affordable Cultural Space: The Proposed Project will comply with Section 64-29.1(c)2 of the Code. The Proponent will develop a purpose-built, multi-purpose Community Center on the ground floor of the Appleton Building Component in satisfaction of the requirement set forth in Section 64-29.1(c)2 of the Code to provide an Affordable Cultural Space as part of the Project. The approximately 3,450 SF Community Center will be dedicated for Affordable Cultural Uses as defined in Section 64-41 of the Code to meet the City's goals for a creative economy, and constitutes more than five percent (5%) of the total Gross Floor Area allocated to non-residential uses of any of the Project Components within this PDA, above that allowed as-of-right in the underlying CF Zoning Subdistrict (which subdistrict would otherwise have an FAR of 4.0.) This multi-purpose Community Center will be complemented by a generous outdoor plaza at the corner of Appleton and Tremont streets which will afford indoor-outdoor programming opportunities. The space will provide an affordable, local gathering space to accommodate small group meetings, large events, gallery and exhibit opportunities for local artists, as well as audio-visual connections for rehearsal and concert needs, all of which are supportive of the City's creative economy. The Community Center space will not be dedicated to one user, but rather the Proponent will work with the BPDA and the Mayor's Office of Arts and Culture ("MOAC") to identify an Operator/Lessor to manage the non-profit facility to meet the needs of the neighborhood. The Proponent, with input from the BPDA and the MOAC will draft and issue a Request for Interest ("RFI") and a Request for Proposal ("RFP") to assist in the qualification and selection of the Operator/Lessor. The Operator/Lessor will work with the BPDA and MOAC to survey, classify, select, and schedule use of this space so as to meet the evolving needs of the local South End community in a manner which services to support and advance the City's creative economy and celebrate the neighborhood's cultural assets.

Proposed Open Spaces and Landscaping: The Proposed Project will comply with Section 64-29.3 of the Code, and therefore the development footprint shall not cover more than 76% of the Project Site. The remaining 24% shall be designed and built to ensure public access or enhance the public realm. As an element of such public access, the Proposed Project will include a publicly accessible landscaped courtyard passage providing direct pedestrian access from Berkeley Street to Tremont Street. The courtyard passage seeks to enhance the public realm by connecting the Proposed Project's assemblage of open spaces, tree-lined passages, and welcoming courtyards to the neighborhood, encouraging discovery within the unique community plaza concept. In addition to this publicly accessible landscaped open space, the Proposed Project will include a covered arcade through the courtyard offers shelter for all-season use, further encouraging an open ground floor experience with a continuance network of indoor and outdoor spaces designed as a destination and a boulevard. A combination of fixed benches and flexible furniture is planned in the courtyard to allow the public varying seating options to sit and enjoy the courtyard. Permanent signage will be present on the Project Site indicating the courtyard is publicly accessible. No physical barrier (i.e. gate) will block pedestrian's entry or exit from the Project Site. The Proposed Project also includes an exterior open green lawn space on the corner of Appleton Street and Tremont Street with direct access to the Community Center. A small plaza including plantings and flexible furniture is included at the corner of Berkeley Street and Tremont Street for enjoyment and use by the public. The Ground Floor Plan included in Exhibit D shows these access routes through the Project Site.

Proposed Traffic Circulation: As currently designed, vehicular access to and egress from the parking garage entrance will be via an existing Appleton Street curb cut. This access point

will be used by passenger cars and select service vehicles delivering to the Senior Care Building Component and the Franklin Union Building Component. The primary access for the Senior Care Component will be at the main building entry on Tremont Street, where short-term parking spaces will allow for the safe pick-up and drop-off of visitors to the Senior Care Building Component. A secondary service entry on Tremont Street adjacent to the Senior Care Building Component lobby will be used for food service deliveries and emergency vehicles. Lastly, another vehicular access point will be at the driveway off of Berkeley Street. This driveway provides access to the at-grade, ADA-accessible arrival court which will be used by select passenger vehicles servicing the Senior Care Building Component. The Franklin Union Building Component will utilize the existing at-grade entries on Berkeley Street to create accessible accommodations to both the residential and retail entries. Drop-off and pick-up will occur on Berkeley Street, with all loading, service and parking for the building accessed via the rear of the Property at the service drive on Appleton Street. The affordable, residential units in the Appleton Building Component will be accessed and serviced from Appleton Street. The ground floor Community Center in the Appleton Building Component will be accessed via the new, landscaped passageway facing Tremont Street. An additional back-of-house access point will be provided off of Appleton Street to accommodate service functions. The Proponent will enter into a Transportation Access Plan Agreement (TAPA) with the Boston Transportation Department (BTD) which will further describe the proposed traffic circulation patterns for the Proposed Project. The TAPA will also articulate the Transportation Demand Management (TDM) strategies of the project in compliance with BTD's current TDM Policy and Points System.

Proposed Parking and Loading Facilities: The Project Site is located within the RPOD established in accordance with Section 3-1A(c) of the Code. There are no existing on-site parking spaces but there is an existing on-campus automotive garage. The Project proposes to retrofit this garage entrance and construct a garage for up to approximately 60 vehicles to be shared among the Senior Care Building Component occupants, staff and visitors and residents of the Franklin Union Building Component and/or visitors to the Proposed Project and, as on-site demand allows, made available for sale or lease to area residents.

The Project will provide two distinct loading areas for deliveries serving the various residential, retail, and non-institutional healthcare uses on the ground floor. The Tremont Street service entry in the Senior Care Building Component will be used for food service deliveries, emergency vehicles and occasional moving services. The service drive and garage beneath the Senior Care Building Component is expected to accommodate all other service needs, including loading for the Franklin Union Building Component. A dedicated receiving area for the Franklin Union Building Component will be located at the east side of the building, at the entry to the Proposed Project's below-grade garage, directly adjacent to the service drive lane on Appleton Street. Loading and service (including move-in/move out) for the Appleton Building Component will occur on Appleton Street within the on-street parking spaces. Trash pickup will be accommodated on Appleton Street with dumpsters rolled out to the street. Pursuant to Section 64-36 of the Code, any parking and loading shall be approved in connection with the BPDA's Large Project Review under Section 80B of the Code. This Development Plan authorizes the parking in compliance with the provisions of the RPOD without the need for any relief from the Board of Appeal.

Bicycle Accommodation: In accordance with the City of Boston Bicycle Guidelines, and to encourage bicycling as an alternative mode of transportation, the Proponent will provide

secure bicycle spaces at a rate of one space per residential unit, 0.5 spaces per non-institutional healthcare unit, and one space per 3,000 sf of retail/cultural space. Additionally, the Project will provide outdoor publicly accessible spaces for visitors at a rate of one for every five residential or non-institutional healthcare units, one per 5,000 sf of retail/cultural space. In accordance with BTB guidelines as well as to further support the expansion of bicycle sharing, the Project will make a bike share contribution proportional to the size of the development by installing a new bike bay station either on-site or within the neighborhood, the location of which will be determined in coordination with BTB.

Access to Public Transportation: The Proposed Project is located in close proximity to several MBTA bus routes and other transportation hubs, including the MBTA's Silver Line along Washington Street and the Back Bay Orange Line Station. MBTA bus routes 9 and 43 make stops at the East Berkeley Street corner of the Project Site. In addition, the Red Line Station at Broadway, the MBTA's Silver Line along Washington Street and the Orange Line Station at Tufts Medical Center are all within walking distance.

Signage: The signage program for the Proposed Project shall be subject to design, environmental and other development review by the BPDA, and any signage approved as part of such review shall be deemed to be in compliance with the Development Plan.

Development Review Procedures: All design plans for the Proposed Project are subject to ongoing design and development review and approval by the BPDA. Such review will be conducted in accordance with Large Project Review under Section 80B of the Code.

Urban and Public Benefits: The Proposed Project will generate many public benefits and satisfy the requirements of Section 64-13 of the Code, including by redeveloping an underutilized institutional site into a pedestrian-friendly environment that preserves and renovates the existing Franklin Union Building; provides home ownership opportunities for the South End neighborhood; provides a much-needed Senior Care facility; and delivers age-restricted affordable housing to allow seniors in the community to age in place. Among its many other improvements, the Proposed Project will result in the following benefits:

- Creation of up to 51 new residential units within approximately one-quarter mile of the MBTA Silver and Orange Lines and bus routes.
- Increase of the City's affordable housing stock, with a particular emphasis on providing housing for elderly residents.
- Creation of not-for-profit Affordable Cultural Space, pursuant to Section 64-29.1(c)2 of the Code to provide a much-needed resource for the South End community.
- Creation of approximately 500 construction jobs and up to 200 new permanent jobs.
- Generation of additional property taxes following completion of the Proposed Project, given the conversion of the Project Site from tax-exempt use to a mix of residential and non-institutional healthcare uses, thus resulting in a substantial increase from the historic tax revenues provided by the underdeveloped Project Site.

The Proposed Project will provide a variety of urban design benefits to the surrounding

neighborhood, including:

- Creating transparency and connectivity within a previously gated, underutilized parcel and transforming it into a vibrant mixed-use development in a key area of the South End.
- Introduce street level activity along all street frontages, by providing ground-floor retail in the Senior Care Building Component facing Tremont Street, as well as the publicly accessible retail/restaurant space in the renovated Franklin Union Building Component and the Affordable Cultural Space in the Appleton Building Component. Some of the retail will wrap the corner onto Berkeley Street, which is a “Neighborhood Connector” street. Appleton Street is a “Neighborhood Residential” street and as such will retain its quieter, neighborhood character.
- Providing building design and placement that complements the adjacent Atelier 505 condominium building and the Castle Square complex by putting the tallest elements at the Berkeley-Tremont corner across from the Atelier 505 tower and providing a street wall along Tremont Street to echo the rhythmic street wall of Castle Square. The height of the new affordable housing along Appleton Street will match the height of the existing residential brownstones.
- The assemblage of buildings on the site creates an internal passageway and courtyard allowing pedestrian passage from Berkeley Street through to Tremont Street. This interior public way will be designed to be publicly accessible with covered passages, planters, seating areas, green space and trees. This through block connection is a common feature of the South End and a key part of the planning approach to the Project.
- Providing an improved streetscape with street trees and new lighting that will be activated with new retail and restaurant space, as well as providing a pedestrian friendly environment on both Tremont and East Berkeley Street with through block connections and passageways.
- Revitalizing an underutilized urban area and reinvigorating land formerly dedicated to institutional uses, allowing for the optimum utilization of land which will further the connection of the South End Neighborhood with the Chinatown and Downtown Neighborhoods.

The Proposed Project will provide a variety of transportation, streetscape and open space benefits to the surrounding neighborhood, including:

- The Project proposes to support or install a BLUEbikes bicycle sharing station near or on the Project Site in coordination with BTB to help further expand the extensive bike share network in the neighborhood.
- The Project proposes public realm improvements along Berkeley Street to improve pedestrian safety, increase bicycle connectivity and widen the sidewalk. A curb bump out in the area of Warren Avenue will allow for a larger public realm abutting the Site and addresses key safety concerns of the neighborhood at the unsignalized intersection crossing. Along the Project Site’s Berkeley frontage, a raised bicycle track and buffered

bicycle lane will be constructed extending the Tremont Street bicycle network now under construction.

- The Project proposes to construct a curb extension at both the corners of Appleton Street and Tremont Street and Berkeley Street and Appleton Street to create additional areas for public use with landscaping, street furniture and amenities. Along Appleton Street the Project also proposes to create a dedicated bicycle lane and to widen a portion of the sidewalk.
- On Tremont Street the Project is proposing a raised cycle track within the pick-up/drop-off area. This public amenity will benefit the community by providing for safe pick-up/drop-off activity for the Proposed Project and other Tremont Street users and alleviate congestion from Tremont Street double parking.
- The proposed on-site courtyard and pedestrian passageway through the center of the Project Site will add valuable connections to the pedestrian network allowing for alternative quiet routes through the South End neighborhood.

Groundwater Conservation: The Proposed Project is located within the GCOD governed by Article 32 of the Code. The Proposed Project will comply with the standards and requirements set forth in Article 32 of the Code. The Proponent shall obtain a written determination from the Boston Water and Sewer Commission (“**BWSC**”) as to whether the Proposed Project meets the standards and requirements of Article 32. In addition, the Proponent will demonstrate that the Proposed Project meets the requirements of Section 32-6 of the Code by obtaining a stamped certification from a Massachusetts registered engineer that the requirements of Section 32-6 of the Code are met. The Proponent will provide both a copy of the written determination from BWSC and a copy of the stamped certification from a Massachusetts registered engineer to the BPDA and the Boston Groundwater Trust prior to the issuance of a Certification of Consistency. As such, the Proposed Project will be deemed to be in compliance with Article 32 of the Code and will not need a conditional use permit from the Board of Appeal for Article 32 purposes.

Coastal Floor Resilience Overlay District: The Project Site is located within the CFROD as established by Article 25A of the Code. The Project will include facilities to promote resiliency in accordance with the requirements of Article 25A, including elevating each of the Buildings. The proposed elevation of approximately 19 feet BCB meets the required Sea Level Rise Design Flood Elevation (SLR-DFE) under Article 25A for the Senior Care Building Component and the proposed elevation of approximately 20 feet BCB is consistent in all material terms with the site-specific SLR-DFE under Article 25A for the Franklin Union Building Component and the Appleton Building Component. To the extent relief from the provisions of Article 25A is required to enable the design of the Franklin Union Building Component, it is eligible for consideration in accordance with the provisions of Article 25A which are applicable to historic structures. The required SLR-DFE for this site is equal to the Sea Level Rise Base Flood Elevation (SLR-BFE) of 18 feet BCB (which represents a future one percent annual chance coastal flood including approximately 40 inches of relative sea level rise) plus an additional 12 inches of freeboard for the Senior Care Building Component and 24 inches of freeboard for the Franklin Union Building Component and the Appleton Building Component. All structures below the finished grade will be flood proofed to meet applicable

building codes and regulations. The Project as described in this Development Plan shall be in compliance with Article 25A of the Code and the Project shall not, except to the extent required in connection with the Franklin Union Building, need a conditional use permit from the Board of Appeal under Article 25A.

Green Building Requirements: The Proposed Project is a Large Project pursuant to Section 80B of the Code. As such, the Proposed Project is subject to Article 37 of the Code. As such, the Developer shall ensure that the Proposed Project is in compliance with Article 37 of the Code. The Project and each building will be designed and constructed to achieve LEED Gold certifiable per the USGBC's LEED v4 New Construction & Major Renovation rating system.

In support of Boston's carbon neutral goals, each building will be designed and constructed to use all efficient electric systems for heating/cooling, DHW heating, and appliances within the residential units and, subject to the approval of the SELDC, some of the building roof tops will include solar PV arrays and canopies. The Project will purchase 100% renewable electricity for all common building electrical loads and set-up new tenants and owner units to use the Boston Community Choice Electricity's "Green 100" (100% renewable) electricity service and inform new tenants and owners of the Project's carbon neutral goals and renewable electricity purchasing plans.

Other Approvals: The Project is subject to Large Project Review under Article 80B of the Code. Given the location of the Project Site within the South End Landmark District, review and approval of the design of the Project by the SELDC in accordance with the South End Landmarks Standards and Criteria is required.

Throughout this review time, the Proponent has held additional meetings with the community, the Project's Impact Advisory Group, South End neighbors, elected officials, city and state regulatory authorities, local non-profit organizations and other interested parties to discuss the Project. The Proponent has also undertaken review of the Project Design with the BCDC and the SELDC.

Various other permits and approvals will also be required for the Project and will be obtained by the Proponent at the appropriate time, including but not limited to State Register Review (to the extent required) and water, wastewater and air permitting and other licensing and approvals. Modifications to the Proposed Project may be required as a result of these review processes. Minor modifications of the Proposed Project that are consistent with the dimensional limitations and public benefit obligations herein, will be subject to the approval of the Director of the BPDA, and may not be subject to further action.

Casualty/Reconstruction/Replacement: Notwithstanding the provisions of underlying zoning, the reconstruction or replacement of a structure constructed pursuant to this Development Plan, including a Component thereof, shall be determined by the BPDA to be consistent with this Development Plan, provided that reconstruction or replacement is for uses allowed within this Development Plan and does not exceed the FAR, Height and building footprint specified for the Project Site or Component thereof.

Minor Modifications to Plans: This Development Plan sets forth the dimensional, use and other zoning requirements for the Project and the Project Site, to the extent such

requirements have been addressed in this Development Plan. Once this Development Plan is approved, final plans and specifications for the Project will be submitted to the BPDA pursuant to Section 80C and 80B of the Code for final design review approval and certification as to consistency with this Development Plan, and to other governmental agencies and authorities for final approval. Accordingly, subject to consistency with the dimensional regulations set forth in this Development Plan, minor changes may occur to the Project's design described in this Development Plan without requiring a further amendment to this Development Plan, as determined by the BPDA in accordance with Section 80A-6 of the Code. This provision is in addition to and not in substitution of the provisions related to reconstruction or replacement set forth herein.

Amendment of Development Plan: Any owner of the Senior Care Building Component, the Franklin Union Building Component or the Appleton Building Component, or any sub-parcel or building within a parcel or sub-parcel covered by this Development Plan may seek a further amendment of this Development Plan as to such parcel, sub-parcel or building, in accordance with the procedures prescribed by the Code without the consent of all other owners of parcels, sub-parcel or building. In the event any amendment to this Development Plan proposed by the owner of a parcel, sub-parcel or building is approved, and such amendment affects the overall compliance of the Project with this Development Plan, this Development Plan shall be deemed amended with respect to the Project as a whole to the extent necessary for the overall Project to comply with this Development Plan.

Schedule: The Proponent expects to commence development of each of the Project Components when the Project Site is vacant, which is expected to occur at the time BFCIT relocates to its new Nubian Square Campus. The construction of the Project Components is not planned to be phased at this time. The fit-out of tenant spaces will proceed as leases are signed. This schedule is subject to adjustment as necessary pending completion of BPDA Design Review and the receipt of all applicable permits and approvals required for the Project.

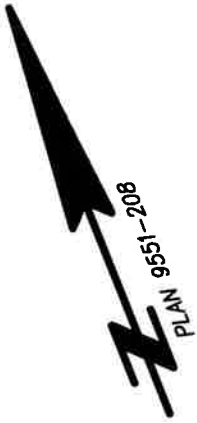
No Duty to Develop the Project: Notwithstanding anything to the contrary set forth in this Development Plan, under no circumstances shall the Proponent be obligated to proceed with the Proposed Project.

Exhibit A

Plans of Project Site and Individual Project Components

Exhibit A-1

Plan of the Project Site



8/31/2022

APPLETON STREET
 Now or Formerly
 APPLETON BERKELEY PROPCO, LLC
 BOOK 62193, PAGE 222

(PUBLIC - 60' WIDE)

PLANNED DEVELOPMENT AREA
 AREA=53,425± SQ. FT.
 1.226± ACRES

LOT A
 L.C.C. 10308
 PLAN L-3877

LOT B
 L.C.C. 11308

BERKELEY STREET

(PUBLIC - 80' WIDE)

Now or Formerly
 BENJAMIN FRANKLIN INSTITUTE
 OF TECHNOLOGY

L.C.C.
 2496A

L.C.C. 15364A

PARCEL 7

TREMONT STREET
 (PUBLIC - VARIABLE WIDTH)

STREET

FELDMAN
 G E O S P A T I A L

BOSTON HEADQUARTERS
 152 HAMPDEN STREET
 BOSTON, MA 02119
 (617)357-9740
 www.feldmangeo.com

WORCESTER OFFICE
 27 MECHANIC STREET
 WORCESTER, MA 01608



SCALE: 1"=50

FIELD CHIEF: CL
 CADD: DJR

PROJ MGR: DJR
 CHECKED:

PLANNED DEVELOPMENT AREA PLAN
 443-497 TREMONT STREET
 BOSTON, MASS.

DATE: AUGUST 26, 2022

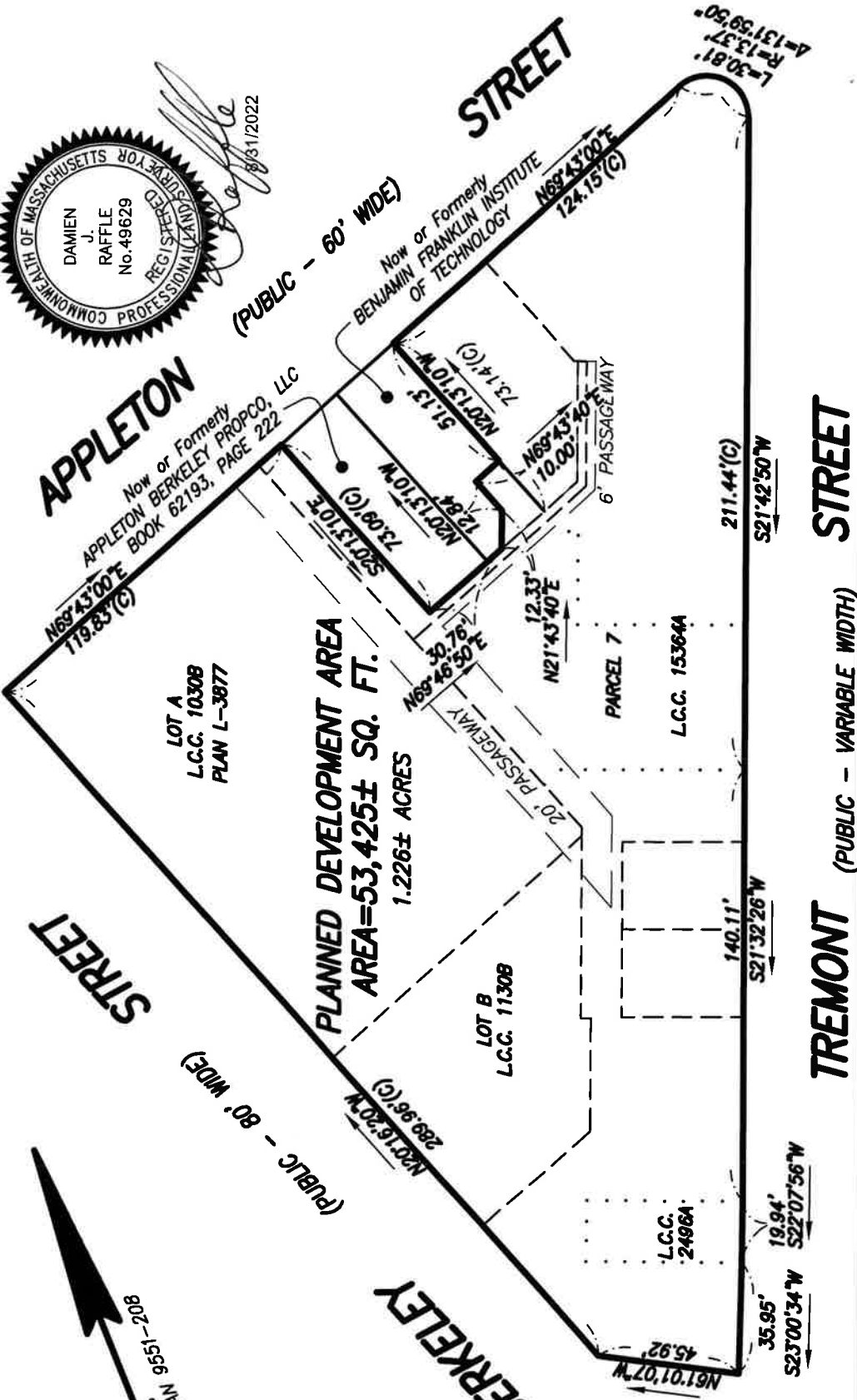


Exhibit A-2

Plan Showing Franklin Union Parcel, Senior Care Parcel, and Appleton Parcel

Exhibit B

Legal Description of Planned Development Area and Individual Components Areas

Exhibit B-1

Legal Description of PDA Area

A certain parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts more particularly bounded and described as follows:

Beginning at a point being the intersection of the southerly sideline of Appleton Street and easterly sideline of Berkeley Street;

Thence running N69°43'00"E by the sideline of Appleton Street, a distance of 119.83 feet to a point;

Thence turning and running S20°13'10"E by land now or formerly of Appleton Berkeley Propco, LLC, a distance of 73.09 feet to a point;

Thence turning and running N69°46'50"E in part by land now or formerly of Appleton Berkeley Propco, LLC and in part by land now or formerly of Benjamin Franklin Institute of Technology, a distance of 30.76 feet to a point;

Thence turning and running N21°43'40"E, a distance of 12.33 feet to a point;

Thence turning and running N20°13'10"W, a distance of 12.84 feet to a point;

Thence turning and running N69°43'40"E, a distance of 10.00 feet to a point, the previous three courses over land now or formerly of Benjamin Franklin Institute of Technology;

Thence turning and running N20°13'10"W by land now or formerly of Benjamin Franklin Institute of Technology, a distance of 51.13 feet to a point on the sideline of Appleton Street;

Thence turning and running N69°43'00"E, a distance of 124.15 feet to a point or curvature;

Thence running along a curve to the right with a radius of 13.37 feet, an arc length of 30.81 feet and a delta angle of 131°59'50" to a point of tangency, the previous two courses by the sideline of Appleton Street;

Thence turning and running S21°42'50"W, a distance of 211.44 feet to a point;

Thence turning and running S21°32'26"W, a distance of 140.11 feet to a point;

Thence turning and running S22°07'56"W, a distance of 19.94 feet to a point;

Thence turning and running S23°00'34"W, a distance of 35.95 feet to a point, the previous four courses by the sideline of Tremont Street;

Thence turning and running N61°01'07"W, a distance of 45.92 feet to a point;

Thence turning and running N20°16'20"W, a distance of 289.96 feet to the point of beginning, the previous two courses by the sideline of Berkeley Street.

The above-described parcel of land contains an area of 53,425 Square Feet, more or less, and is shown as "Planned Development Area" on a plan entitled, "Planned Development Area Plan, 443-497 Tremont Street, 9-47 Berkeley Street & 4 Appleton Street", dated August 25, 2022, prepared by Feldman Geospatial.

Exhibit B-2

Legal Description of Franklin Union Building Parcel

A certain parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the southeasterly sideline of Appleton Street and easterly sideline of Berkeley Street;

Thence running N69°43'00"E by the southeasterly sideline of Appleton Street, a distance of 99.83 feet to a point;

Thence turning and running S20°13'10"E, a distance of 88.50 feet to a point;

Thence turning and running S21°43'40"W, a distance of 31.85 feet to a point;

Thence turning and running S69°43'40"W, a distance of 16.44 feet to a point;

Thence turning and running S20°16'20"E, a distance of 48.00 feet to a point;

Thence turning and running S69°43'00"W, a distance of 62.00 feet to a point on the sideline of Berkeley Street, the previous five courses by Lot A2;

Thence turning and running N20°16'20"W by the northeasterly sideline of Berkeley Street, a distance of 160.16 feet to the point of beginning.

The above-described parcel of land contains an area of 13,916 Square Feet, more or less, and is shown as Lot A1 on a plan entitled, "Lotting Plan, 443-497 Tremont Street, 9-47 Berkeley Street & 4 Appleton Street", dated August 29, 2022, prepared by Feldman Geospatial.

Exhibit B-3

Legal Description of Senior Care Parcel

A certain parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts more particularly bounded and described as follows:

Commencing at a point, said point being the intersection of the southeasterly sideline of Appleton Street and easterly sideline of Berkeley Street;

Thence running N69°43'00"E by the southeasterly sideline of Appleton Street, a distance of 99.83 feet to the point of beginning;

Thence turning and running N69°43'00"E by the sideline of Appleton Street, a distance of 20.00 feet to a point;

Thence turning and running S20°13'10"E by land now or formerly of Appleton Berkeley Propco, LLC, a distance of 73.09 feet to a point;

Thence turning and running N69°46'50"E in part by land now or formerly of Appleton Berkeley Propco, LLC and LotA4, a distance of 30.76 feet to a point;

Thence turning and running N21°43'40"E, a distance of 12.33 feet to a point;

Thence turning and running N20°13'10"W, a distance of 12.84 feet to a point;

Thence turning and running N69°43'40"E in part by Lot A4 and in part by Lot A3, a distance of 73.86 feet to a point;

Thence turning and running S68°16'20"E by Lot A3, a distance of 32.95 feet to a point on the sideline of Tremont Street;

Thence turning and running S21°42'50"W, a distance of 143.00 feet to a point;

Thence turning and running S21°32'26"W, a distance of 140.11 feet to a point;

Thence turning and running S22°07'56"W, a distance of 19.94 feet to a point;

Thence turning and running S23°00'34"W, a distance of 35.95 feet to a point, the previous four courses by the sideline of Tremont Street;

Thence turning and running N61°01'07"W, a distance of 45.92 feet to a point;

Thence turning and running N20°16'20"W, a distance of 129.80 feet to a point, the previous two courses by the sideline of Berkeley Street;

Thence turning and running N69°43'00"E, a distance of 62.00 feet to a point;

Thence turning and running N20°16'20"W, a distance of 48.00 feet to a point;

Thence turning and running N69°43'40"E, a distance of 16.44 feet to a point;

Thence turning and running N21°43'40"E, a distance of 31.85 feet to a point;

Thence turning and running N20°13'10"W, a distance of 88.50 feet to the point of beginning, the previous five courses by Lot A1.

The above-described parcel of land contains an area of 32,508 Square Feet, more or less, and is shown as Lot A2 on a plan entitled, "Lotting Plan, 443-497 Tremont Street, 9-47 Berkeley Street & 4 Appleton Street", dated August 29, 2022, prepared by Feldman Geospatial.

Exhibit B-4

Legal Description of Appleton Parcel

A certain parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts more particularly bounded and described as follows:

Commencing at a point, said point being the intersection of the southeasterly sideline of Appleton Street and easterly sideline of Berkeley Street;

Thence running N69°43'00"E by southeasterly sideline of Appleton Street, a distance of 168.83 feet to the point of beginning;

Thence turning and running N69°43'00"E, a distance of 124.15 feet to a point;

Thence running along a curve to the right with a radius of 13.37 feet, an arc length of 30.81 feet and a delta angle of 131°59'50" to a point, the previous two courses by southerly sideline of Appleton Street;

Thence turning and running S21°42'50"W, by the northeasterly sideline of Tremont Street, a distance of 68.45 feet to a point;

Thence turning and running N68°16'20"W, a distance of 32.95 feet to a point;

Thence turning and running S69°43'40"W, a distance of 63.86 feet to a point, the previous two courses by Lot A2;

Thence turning and running N20°13'10"W by Lot A4, a distance of 51.13 feet to the point of beginning.

The above-described parcel of land contains an area of 7,002 Square Feet, more or less, and is shown as Lot A3 on a plan entitled, "Lotting Plan, 443-497 Tremont Street, 9-47 Berkeley Street & 4 Appleton Street", dated August 29, 2022, prepared by Feldman Geospatial.

Exhibit C

List of Project Team Members

Proponent:	Appleton Berkeley Propco, LLC c/o Related Beal 177 Milk Street Boston, MA 02109 (617) 451-2100 David Chattman Alex Provost Lindsay Knutson Beth Pyles, Esq.
Architect:	Hacin + Associates 500 Harrison Avenue, Studio 4F Boston, MA 02118 (617) 426-0077 David Hacin Rob Clocker
Landscape Architect:	STIMSON Studio 288 Norfolk Street Cambridge, MA 02139 (617) 876-8960 Eddie Marshall
Legal Counsel:	Nutter McClennen & Fish, LLP Seaport West 155 Seaport Boulevard Boston, MA 02210 (617) 439-2000 Brent McDonald Ian Urquhart
Permitting Consultant:	Epsilon Associates, Inc. 3 Mill & Main Place, Suite 250 Maynard, MA 01754 (978) 897-7100 Geoff Starsiak Hiromi Hashimoto

Transportation Consultant:

Howard Stein Hudson
11 Beacon Street, Suite 1010
Boston, MA 02108
(617) 482-7080
Ian McKinnon
Brian Beisel

Civil Engineer:

Nitsch Engineering, Inc.
2 Center Plaza #430
Boston, MA 02108
(617) 338-0063
John Schmid
Annie Cornell

Sustainability Consultant:

EnviENERGY
75 State Street, Suite 100
Boston, MA 02109
(617) 446-3114
Samira Ahmadi

MEP, Senior Care and Appleton
Buildings:

JBB
125 High Street, Suite 220
Boston, MA 02110
(617) 982-1731
Jimmy Lin
Ryan Stecher

MEP, Franklin Union Building:

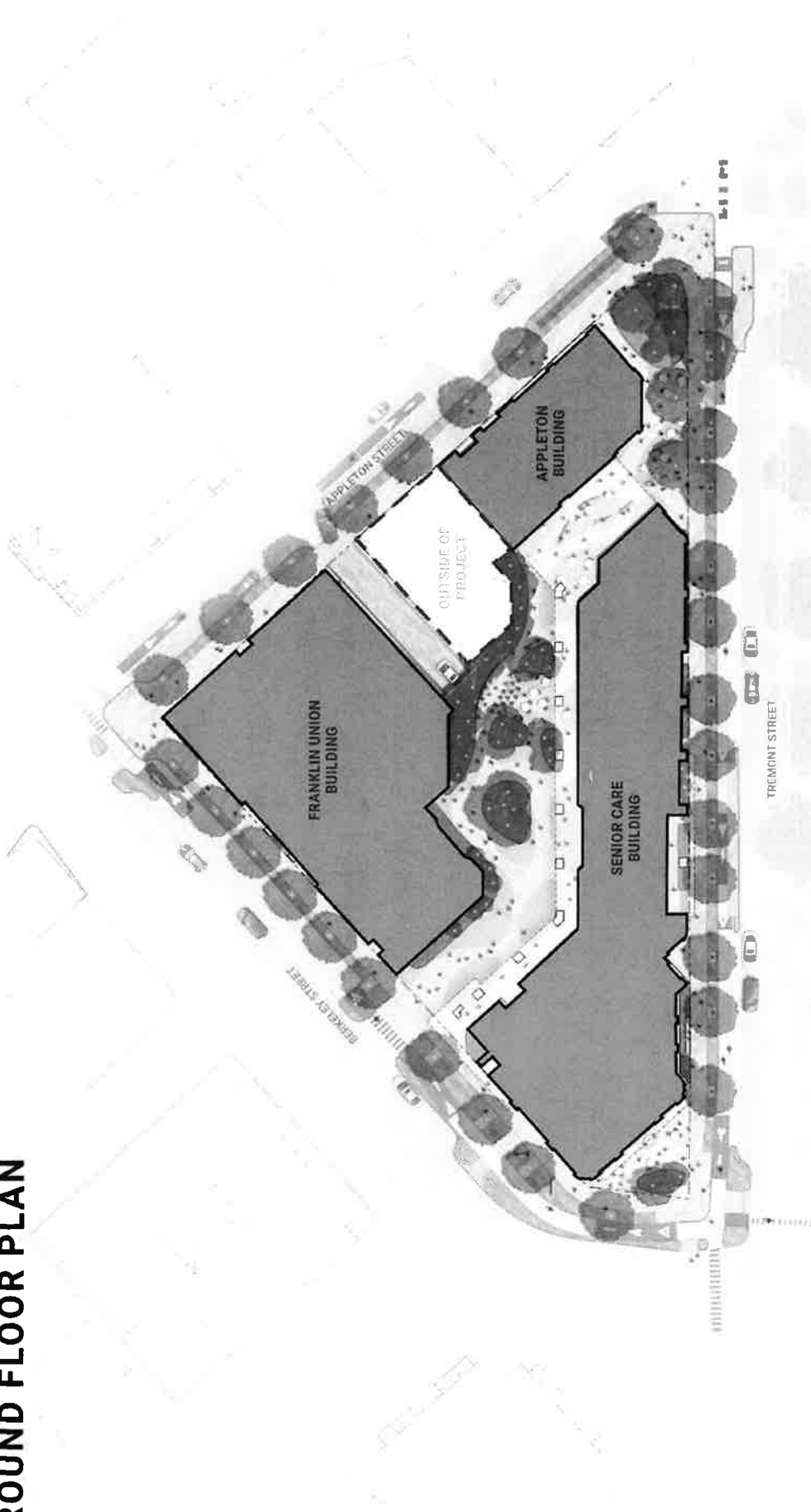
Cosentini Associates
101 Federal Street, Suite 600
Boston, MA 02110
(617) 748-7800
Robert Leber

Exhibit D

Conceptual Plans and Renderings

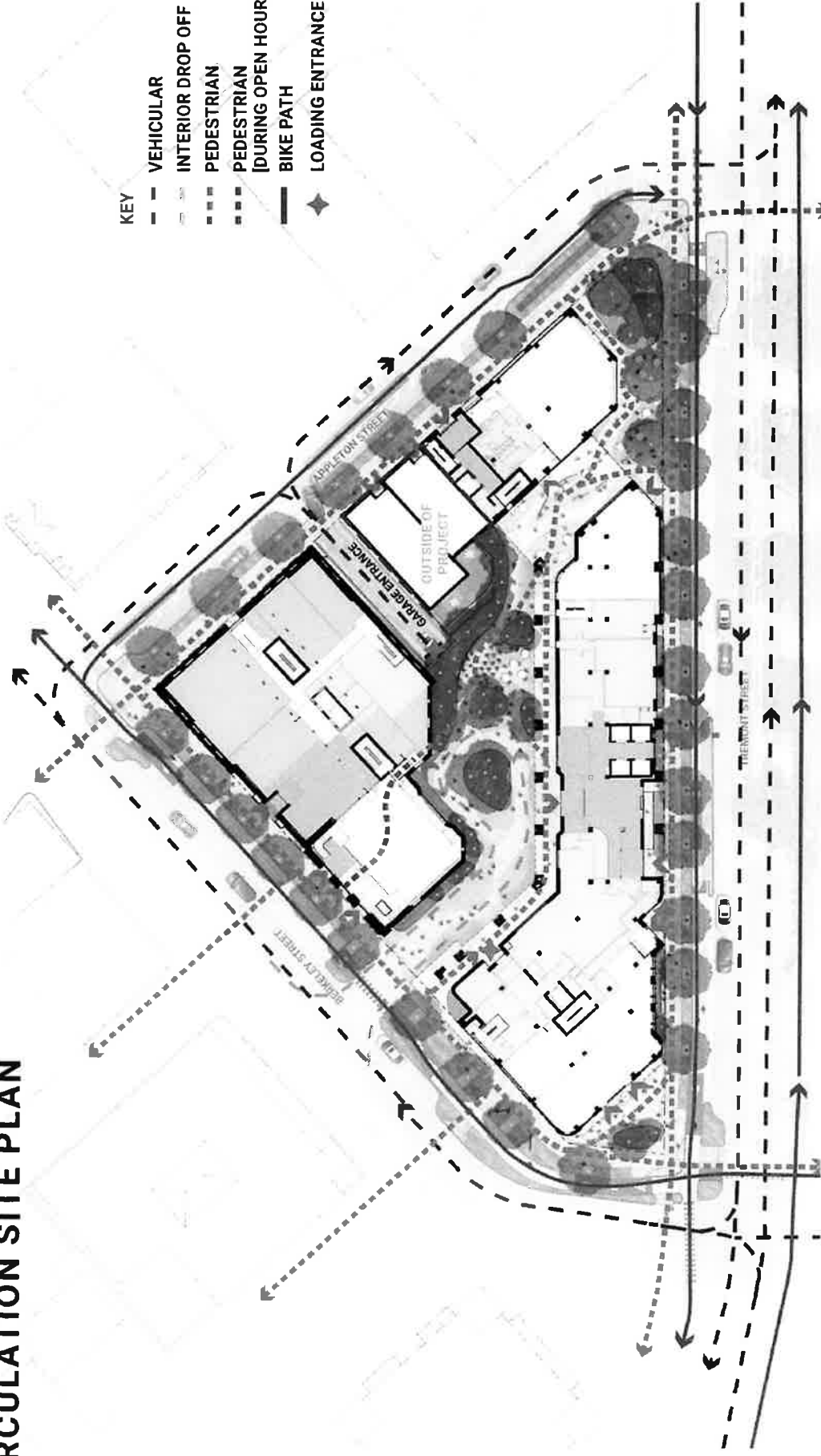
[See attached]

GROUND FLOOR PLAN



CIRCULATION SITE PLAN

- KEY**
- - - VEHICULAR
 - - - INTERIOR DROP OFF
 - - - PEDESTRIAN
 - - - PEDESTRIAN (DURING OPEN HOURS)
 - - - BIKE PATH
 - - - LOADING ENTRANCE
 - ◆



BENJAMIN FRANKLIN INSTITUTE | SITE PLANS | 29 AUGUST 2022

OPEN SPACE

Introduce a human scaled, walkable experience while maintaining the historically important streetwall on the corner of Berkeley + Appleton.






COVERED AND OPEN PASSAGEWAY

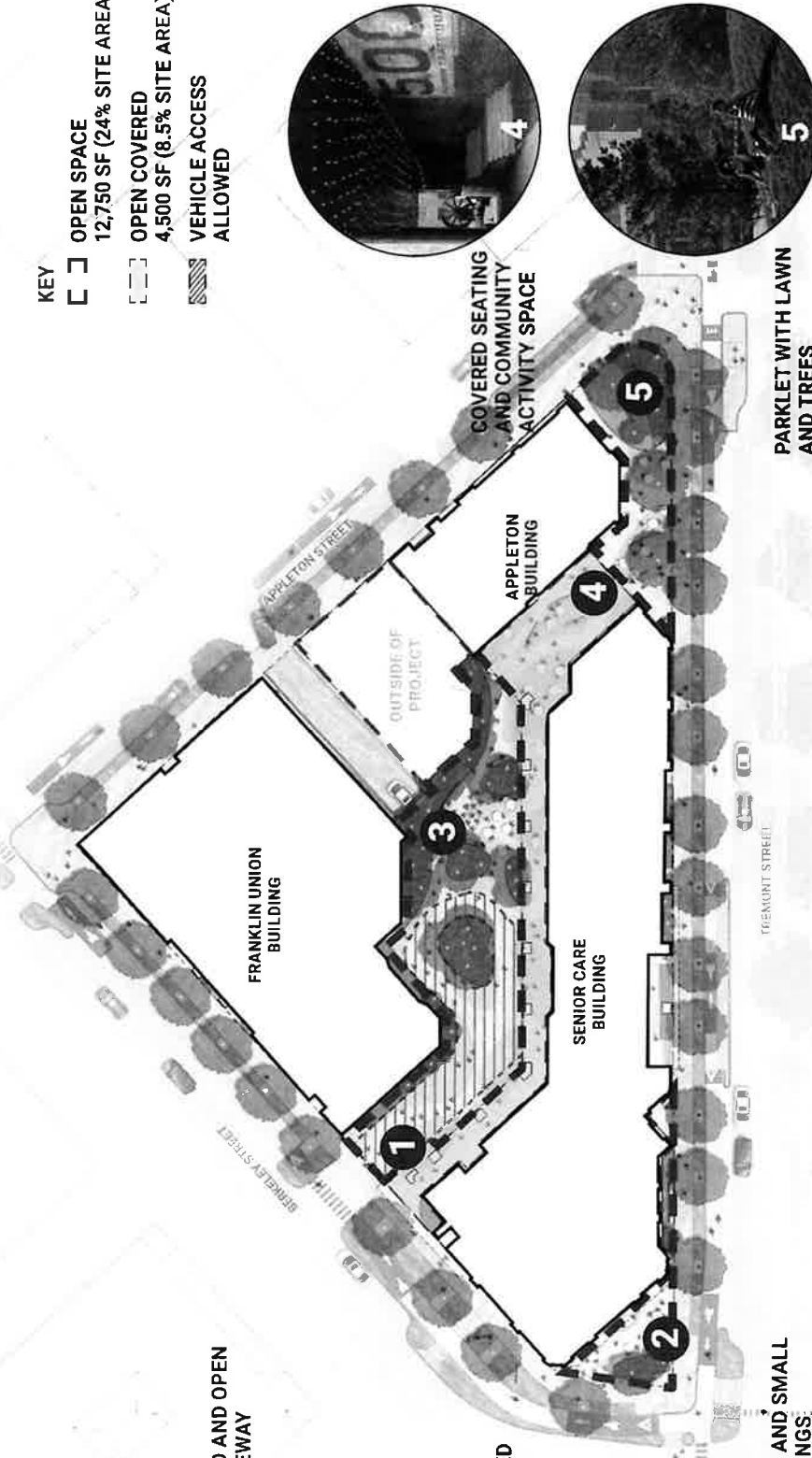


BUFFERED SEATING



SEATING AND SMALL GATHERINGS

- KEY
-  OPEN SPACE
12,750 SF (24% SITE AREA)
 -  OPEN COVERED
4,500 SF (8.5% SITE AREA)
 -  VEHICLE ACCESS ALLOWED



COVERED SEATING AND COMMUNITY ACTIVITY SPACE



PARKLET WITH LAWN AND TREES

GROUND FLOOR PLAN

- KEY
- RETAIL
 - LOBBY
 - MEP/BOH
 - RESIDENTIAL



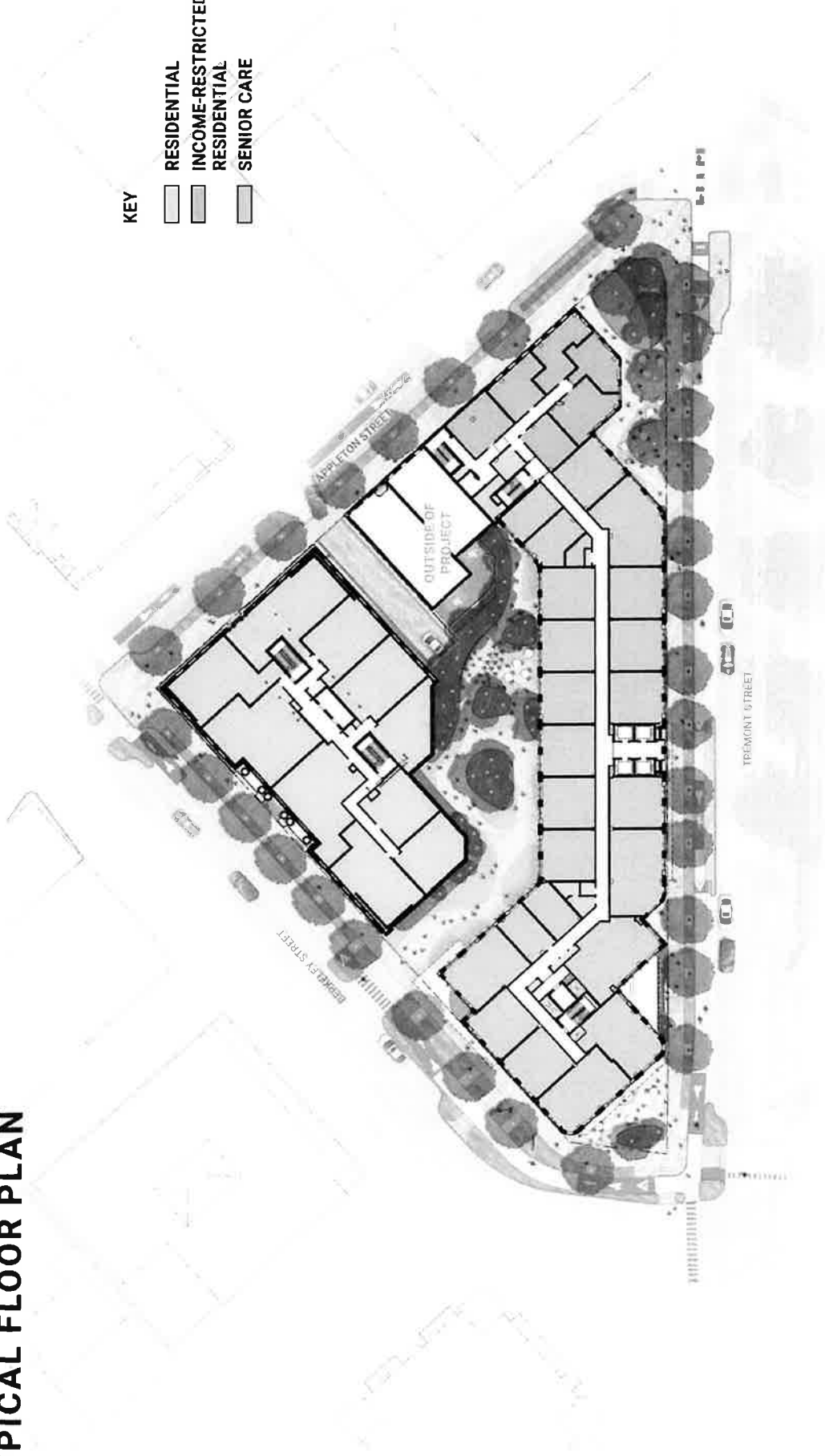
BASEMENT/GARAGE PLAN



KEY
■ PARKING
□ BOH

TYPICAL FLOOR PLAN

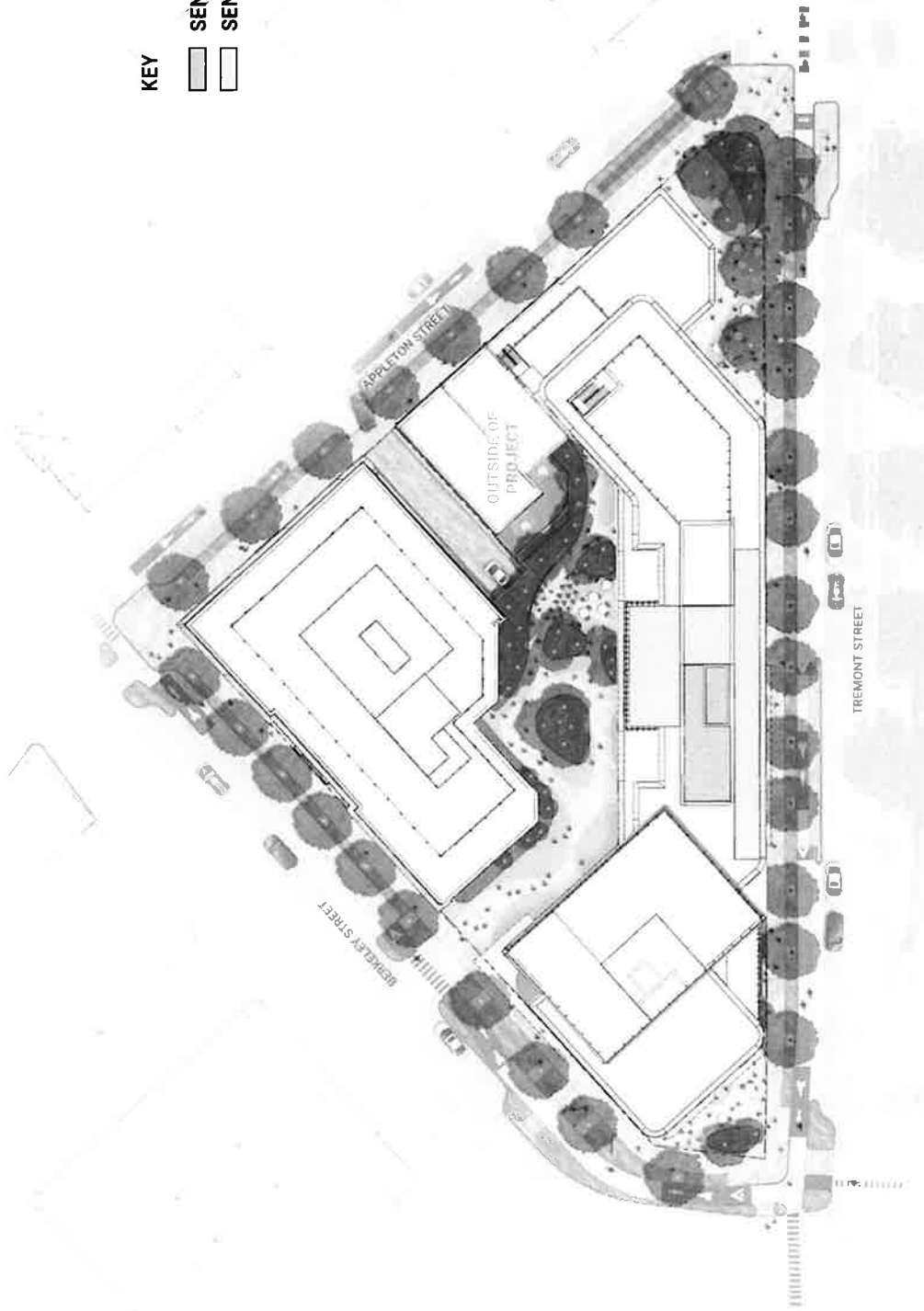
- KEY**
-  RESIDENTIAL
 -  INCOME-RESTRICTED RESIDENTIAL
 -  SENIOR CARE



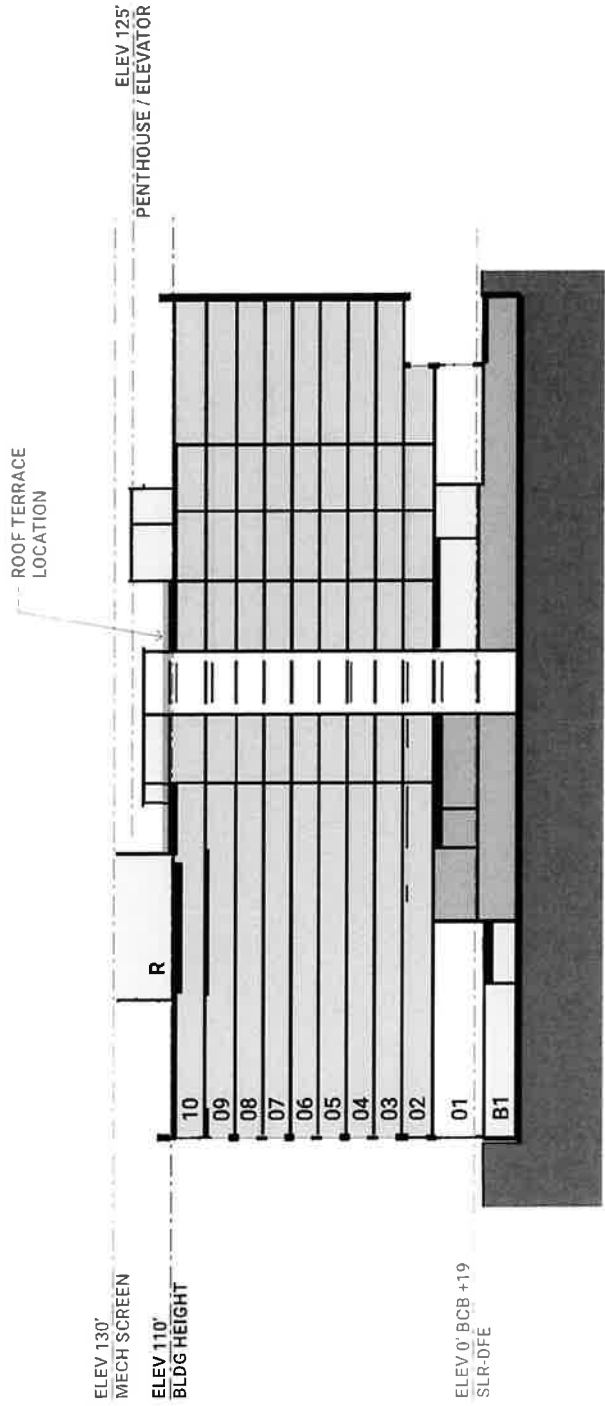
ROOF PLAN

KEY

- SENIOR CARE - ROOF ACCESS
- SENIOR CARE - ROOF DECK

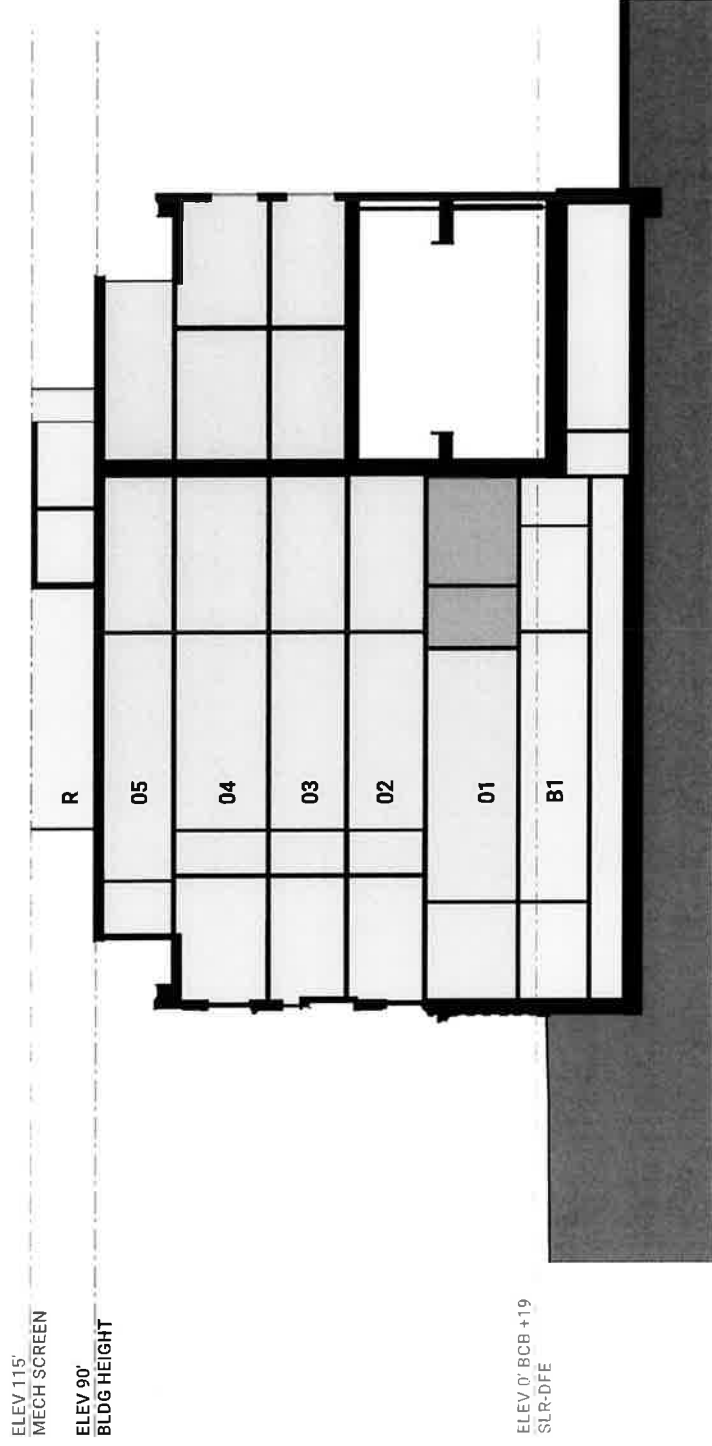


SENIOR CARE BUILDING NORTH SOUTH SECTION

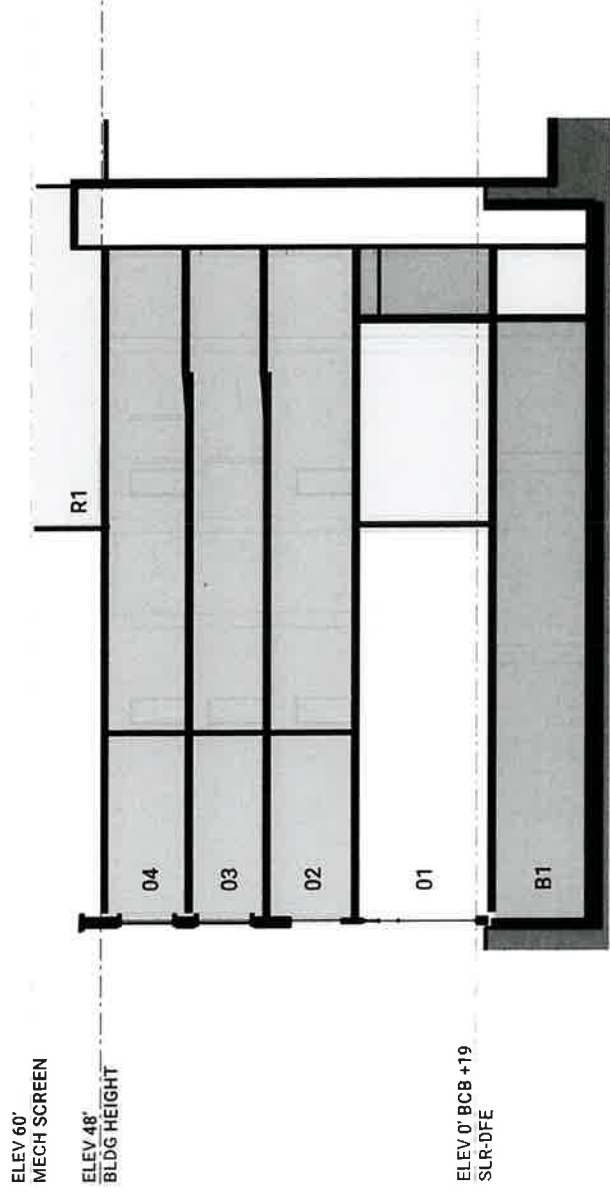


SCALE: 1" = 30'

FRANKLIN UNION BUILDING NORTH SOUTH SECTION



APPLETON BUILDING EAST WEST SECTION



SCALE: 3/32" = 1'

Exhibit D-1

Plan of Project Components

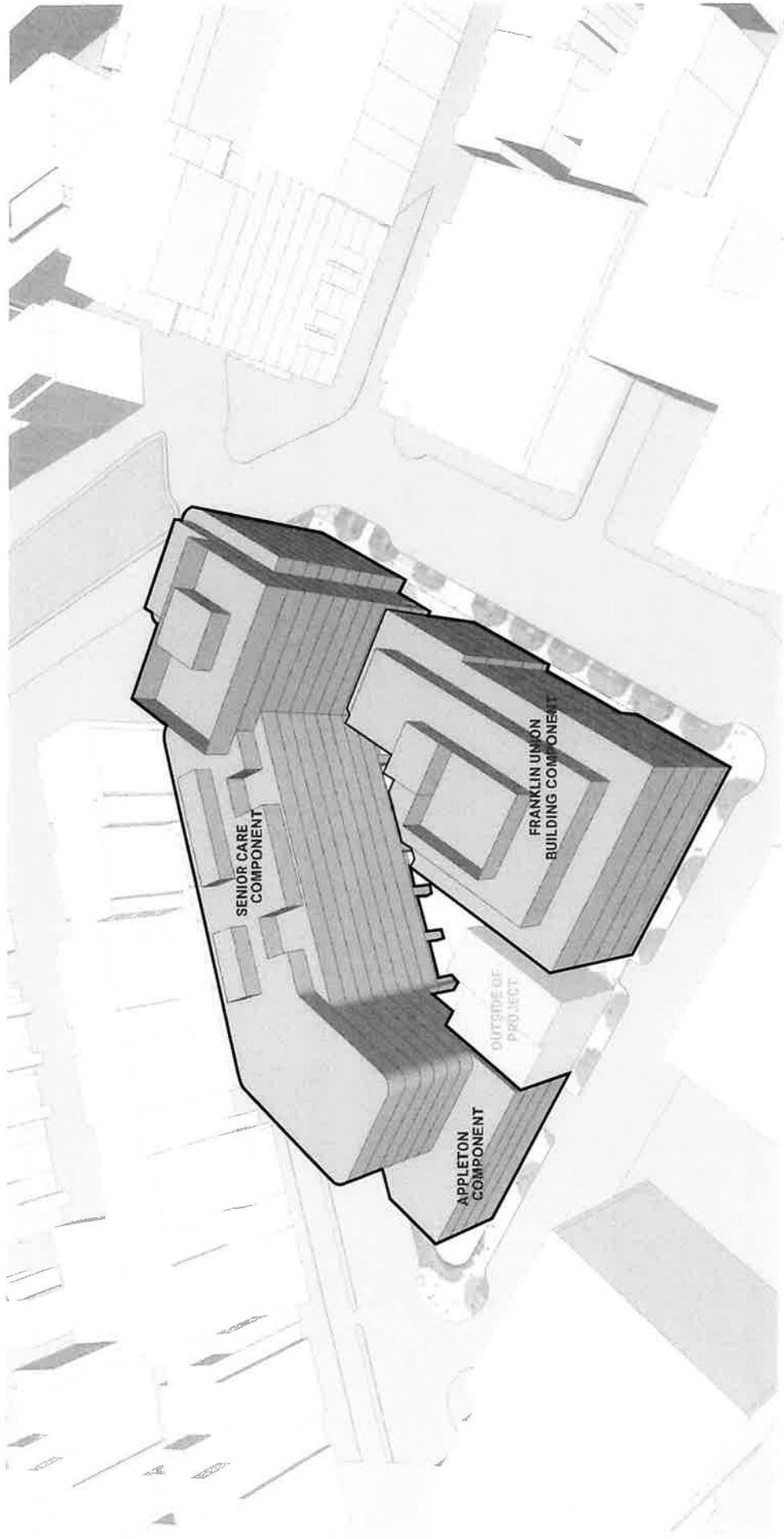


Exhibit E

Allowed Uses for the Proposed Project

The following uses shall be permitted as of right anywhere on the Project Site.

For definitions of use categories and certain specific uses used in the below definitions, see Article 2A.

“Residential Uses” shall mean:

- Multifamily Residential, including age restricted multifamily residential uses;
- Accessory services for residential units;
- Accessory fitness facilities;
- Accessory roof terraces and/or roof decks;
- Accessory swimming pool; and
- Accessory guest suites.

“Non-Institutional Health Care Uses” shall mean:

- Senior Care, a non-institutional healthcare use providing a care environment for seniors including assisted living and memory care, both of which may include nursing and health care services and other supportive services, licensed by the Commonwealth of Massachusetts Executive Office of Elder Affairs;
- Clinic use;
- Accessory Services for Senior Care use including nursing care, medication management;
- Accessory Senior Care amenity uses;
- Accessory fitness facilities;
- Accessory roof terraces and/or roof decks; and
- Storage of flammable liquid and gases incidental to a main use.

“Retail/Commercial Uses” shall mean:

- Retail Uses;

- Banking and Postal Uses;
- Fitness center (including workout classes, spin studio, yoga studio, etc.), health club or gymnasium;
- Entertainment Uses;
- Restaurant Uses; Restaurant Uses with any of the following: dancing, live entertainment, billiards and/or pool facilities, and/or video and/or other electronic or mechanical amusement game machines; Bar; Bar with any of the following: dancing, live entertainment, billiards and/or pool facilities, and/or video and/or other electronic or mechanical amusement game machines; Bakery; place for sale and consumption of food and beverages providing dancing or entertainment or both; take-out restaurant, large or small;
- Service Uses, including but not limited to the following: barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry-cleaner; dry cleaning shop; printing and/or photocopying shop; tailor shop; caterer's establishment; photographer's studio; carpenter's shop; electrician's shop; plumber's shop; optometrist's shop; radio, television and other electronic appliances repair shop; or similar use;
- Animal hospital or clinic; pet spa; pet daycare; kennel;
- Day care center; nursery school; kindergarten;
- Art gallery; art use;
- Storage of flammable liquids and gases incidental to a main use;
- Telecommunications equipment and service facility; radio or television studio;
- Accessory automatic teller machine;
- Accessory Outdoor Café; and
- Accessory Outdoor Retail Establishment.

“Community Uses” shall mean:

- Adult education center;
- Community Center;
- Day care center, elderly; and
- Library

“Existing or Start-up Business or Not-For-Profit Affordable Cultural Uses” shall mean:

- Not-for-profit Affordable Cultural Space as defined in Section 64-41 of the Code as determined in consultation with the MOAC and the BPDA; and
- Existing or start-up business, all as determined in consultation with BPDA Staff.

“Parking Uses” shall mean:

- Parking Garage;
- Accessory Parking Garage;
- Facilities associated with Parking and Accessory Loading.