

MEMORANDUM

FEBRUARY 14, 2013

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PETER MEADE, DIRECTOR

FROM: LARRY MAMMOLI, DIRECTOR OF ENGINEERING AND FACILITIES
MANAGEMENT
MARK DONAHUE, DEPUTY DIRECTOR, ASSET MANAGEMENT
RICHARD MULLIGAN, SENIOR PROJECT MANAGER

SUBJECT: PROPOSED LICENSE AGREEMENT WITH CHLN, INC. FOR
APPROXIMATELY 2,900 SQUARE FEET LOCATED ON LONG WHARF
NORTH TO SERVE AS ADDITIONAL PATIO SEATING FOR THE
ADJACENT CHART HOUSE RESTAURANT

SUMMARY: This Memorandum requests that the Director be authorized to execute a License Agreement with CHLN, Inc for the use of approximately 2,900 square feet of area located on Long Wharf North at the rear of the Chart House Restaurant to serve as additional patio seating.

BACKGROUND

CHLN, Inc (“Licensee”), a subsidiary of the nationally known Landry’s Restaurants, Inc., owns and operates the Chart House Restaurant (“Restaurant”) located at the historic Gardiner Building with an address of 60 Long Wharf, Boston, MA. The Licensee is a Boston Redevelopment Authority (“BRA”) sub-tenant who leases the Restaurant from BRA’s direct tenant, Long Wharf, LLC, also known as ELV Associates.

The Licensee currently utilizes approximately 2,475 square feet of BRA owned land located in the front of the Restaurant for outdoor seating. The existing License Agreement offering said outdoor seating remains in full effect and expires May 31, 2018 (the “Existing License”).

Due to the success of the Existing License for the seating at the front of the Restaurant, the Licensee has requested the use of an additional 2,900 square feet of outdoor seating at the rear of the Restaurant (the “Licensed Premises”) with a term commencing March 1, 2013 and expiring February 28, 2023.

The Licensed Premises shall be used for the purposes of offering seasonal outdoor seating to Restaurant patrons.

CONDITIONS

Licensee shall provide insurance in forms and amount acceptable to BRA General Counsel naming BRA as an additional insured party.

FISCAL IMPACT

BRA shall receive a minimum of \$123,250 (\$24,650.00 per year) over the first five (5) years of the term of the license for the Licensed Premises. BRA shall thereafter receive the Fair Market Value for years 6-10 of the term.

RECOMMENDATION

It is, recommended that the BRA Director enter into a license agreement with the Licensee for the Licensed Premises as described therein.

An appropriate vote follows:

VOTED: That the Director be, and hereby is, authorized on behalf of the Boston Redevelopment Authority to execute a new License Agreement with CHLN, Inc. for use of approximately 2,900 square feet located in the rear of the Chart House Restaurant for the purpose of seasonal outdoor seating to complement the Chart House Restaurant all on terms and conditions determined to be in the best interest of the Boston Redevelopment Authority by the Director in his discretion.

**Chart House Restaurant
Term Sheet
February 14, 2013**

TERM:

Term Commencement Date:

December 1, 2013

Term Expiration Date:

February 28, 2023

Fixed Rent Commencement Date:

March 1, 2013

ANNUAL FIXED RENT:

PREMISES: approximately 2,900 square feet of land

Lease Years

March 1, 2013 - February 28, 201

Annual Fixed Rent

\$8.50 per square foot

\$24,650.00 per year

\$2,054.17 per month

March 1, 2018-February 28, 2023

Fair Market Value

To be agreed upon by

February 28, 2018

TENANT IMPROVEMENTS:

- Surround the perimeter of rear patio with a landscape buffer of shrubs and trees
- Additional planters along interior of landscape buffer

CONSTRUCTIONffTENANT IMPROEVEMNTS:

Any and all Tenant Improvements or alterations to the Licensed premises shall be at the sole cost of Tenant.

All plans and specifications regarding any Tenant Improvements including but not limited to landscape design must be submitted to BRA for review and written approval prior to the commencement of any improvements or alterations.

INSURANCE:

Licensee shall carry and maintain commercial General Liability Insurance and Automobile Liability Insurance, with a combined single limit of \$1,000,000, \$3,000,000 aggregate for bodily injury and property damage naming the Licensor as an additional insured.

SUBLEASING:

No sub -leasing of space is allowed under the terms of the proposed Lease.