

BOSTON REDEVELOPMENT AUTHORITY

CHAIRMAN'S STATEMENT

December 12, 2019

This is a public hearing before the Boston Redevelopment Authority, doing business as, the Boston Planning & Development Agency, being held in conformance with Article 80 of the Boston Zoning Code, to consider the Development Plan for Planned Development Area No. 127, consisting of the construction of 60 Everett Street, Allston Yards in Allston.

The hearing was duly advertised on November 27, 2019 in the Boston Herald.

In a BPDA hearing on a proposed petition by the Agency, staff members will first present their case and are subject to questioning by members of the Agency. Thereafter, others who wish to speak in favor of the proposed petition are afforded an opportunity to do so under the same rules of questioning. Following that, those who wish to speak in opposition may do so, again under the same rules of questioning. Finally, the proponents are allowed a period of five to ten minutes for rebuttal if they so desire.

In an effort to accommodate all who would like to speak about this proposal, each person will be given up to two minutes to comment. BPDA staff will indicate when thirty seconds remain. At that time, please conclude your remarks so that the hearing may continue and others may be heard.

Mr. Sinatra will present.

BOARD APPROVED

MEMORANDUM

DECEMBER 12, 2019

TO: **BOSTON REDEVELOPMENT AUTHORITY**
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY (BPDA)*
AND BRIAN P. GOLDEN, DIRECTOR

FROM: JONATHAN GREELEY, DIRECTOR OF DEVELOPMENT REVIEW;
MICHAEL CHRISTOPHER, DEPUTY DIRECTOR FOR DEVELOPMENT
REVIEW/GOVERNMENT AFFAIRS;
MICHAEL CANNIZZO, DEPUTY DIRECTOR FOR URBAN DESIGN;
LAUREN SHURTLEFF, INTERIM DIRECTOR OF PLANNING;
ROSA HERRERO DE ANDRES, SENIOR PLANNER;
CASEY HINES, SENIOR PROJECT MANAGER;
MICHAEL SINATRA, PROJECT MANAGER

SUBJECT: PUBLIC HEARING TO CONSIDER (I) THE PLANNED DEVELOPMENT AREA
MASTER PLAN AND FOUR (4) ASSOCIATED DEVELOPMENT PLANS FOR
PLANNED DEVELOPMENT AREA NO. 127, 60 EVERETT STREET
(ALLSTON YARDS), (II) THE ALLSTON YARDS PROJECT AS A LARGE
PROJECT PURSUANT TO ARTICLE 80B, AND (III) THE ALLSTON YARDS
PROJECT AS A DEVELOPMENT IMPACT PROJECT- ALLSTON

SUMMARY: This Memorandum requests, in connection with the public hearing on the proposed Allston Yards project, that the Boston Redevelopment Authority ("BRA") d/b/a the Boston Planning & Development Agency ("BPDA") (1) approve (A) the Planned Development Area ("PDA") Master Plan for PDA No. 127, 60 Everett Street ("Allston Yards"), Allston (the "Master Plan") relating to the Allston Yards project (the "Proposed Project" defined below), as well as the PDA Development Plans for Building A, Building B, Building C and Building D of the Proposed Project, (the Master Plan and the PDA Development Plans for Buildings A, B, C and D are collectively referred to as the "Development Plans") and accompanying map amendment pursuant to Sections 3-1A.a and 80C of the Boston Zoning Code (the "Code"); (B) the Proposed Project

*Effective October 20, 2016, the BRA commenced doing business as the BPDA

as a Large Project pursuant to Article 80B of the Code; and (C) the Proposed Project as a Development Impact Project; (2) authorize the Director of the BPDA (the "Director") to petition the Boston Zoning Commission ("BZC") for approval of PDA No. 127, the Development Plans and the associated map amendment, pursuant to Sections 3-1A.a and 80C of the Boston Zoning Code (the "Code"); (3) authorize the Director to issue a Preliminary Adequacy Determination waiving the requirement of further review pursuant to Section 80B-5.4(c)(iv) of the Code for the Proposed Project; (4) 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; (5) 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; and (6) authorize the Director to take any and all actions and execute any and all documents deemed necessary by the Director in connection with the foregoing, including, without limitation, executing and delivering one or more Cooperation Agreements, Affordable Housing Agreements ("AHA"), Affordable Rental Housing Agreements and Restrictions ("ARHAR"), Development Impact Project Agreements ("DIP"), and any and all other agreements and documents as the Director deems appropriate and necessary in connection with the Proposed Project, or any phase of the Proposed Project, and the Development Plans.

PROJECT SITE

The Proposed Project site (the "Project Site") lies within the growing neighborhood of Allston and is bounded by the Massachusetts Turnpike and Boston Landing commuter rail station to the north, the Everett Street bridge and Everett Street to the east, Arthur Street and the Boston Landing redevelopment project to the west, and the Boston Volvo Village dealership and a mix of other uses that front on North Beacon Street to the south.

The Project Site includes approximately 10.6 acres (460,026 square feet). The Project Site currently consists of approximately 100,000 gross square feet of retail space, including an approximately 65,000-square foot Stop & Shop constructed in 1998 with smaller ancillary retailers in a one-story building with an approximately 450-space surface parking lot.

DEVELOPMENT TEAM

The development team includes:

Address/Location: 60 Everett Street, Allston

Proponent: The Stop & Shop Supermarket Company, LLC
1385 Hancock Street
Quincy, MA 02467
(781) 380-8000
Contacts: Guy Stutz, Vice President Real Estate

Proponent/
Master

Developer: New England Development
75 Park Plaza
Boston, MA 02116
617-965-8700
Contacts: Stephen Karp, Chairman
John Twohig, Executive Vice President
Michael Barelli, Vice President
William O'Brien, Vice President Director of Construction

In Partnership

with: The Bozzuto Group
60 Mall Road
Burlington, MA 01803
857-301-7018
Contact: Lauren Jezienicki, Senior Vice President

Southside
Investment

Partners: 2800 Quarry Lake Drive, Suite 320
Baltimore, MD 21209
410-308-6373
Contact: Ben Hoskins, President

Master

Planner: Elkus Manfredi Architects
25 Drydock Avenue
Boston, MA 02210
617-426-1300
Contact: David Manfredi, FAIA, LEED AP, Founding Principal
Christian Galvao, Vice President

Architect: Stantec Architecture
311 Summer Street
Boston, MA 02210
617-234-3100
Contacts: James Gray, Senior Principal
Eric Weyant, Principal

Legal

Counsel: Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
617-482-1776
Contact: Christian Regnier, Director
Kevin Gaughan, Associate

Sherin & Lodgen
101 Federal Street
Boston, MA 02110
617-646-2000
Contact: Ronald W. Ruth, Partner

Permitting
Consultant,
Transportation,
Site
Civil
Engineering,
Cultural

Resources: VHB

99 High Street, 10th Floor
Boston, MA 02110
617-728-7777

Contacts: Michael McNeice, Principal-In-Charge
Elizabeth Grob, Director of Urban Permitting
Lauren DeVoe, Senior Environmental Planner
Van Du, Sustainability Planner
Rick Dupuis, Civil Engineer/Project Manager
Pat Dunford, Transportation/Traffic Engineer
Heidi Richards, Air Quality/Noise Services
Carolyn Barry, Preservation Planner

Landscape

Architect: Copley Wolff Design Group
160 Boylston Street, 3rd Floor
Boston, MA 02116
617-654-9000
Contacts: John Copley, ASLA, Principal
James A. Heroux, ASLA, Principal

Geotechnical

Services: Haley & Aldrich, Inc.
465 Medford Street, Suite 2200
Charlestown, MA 02129
617-886-7389
Contacts: Mark Balfe, P.E., Senior Associate
Jesse Siegel, P.E., Project Manager/Senior
Technical Specialist

Sustainable
Design

Consultant: The Green Engineer, Inc.
54 Junction Square Dr.
Concord, MA 01742
978-369-8978
Contact: Sarah Michelman, RA, LEED AP BD+C, Principal

Wind &
Solar
Glare
Technical

Expert: RWDI Consulting Engineers and Scientists
600 Southgate Drive
Guelph, Ontario, Canada N1G4P6
519-823-1311
Contact: Bill Smeaton, Principal/Senior Project Manager

Mechanical,
Electrical,
and Plumbing
Engineer;
Smart

Utility: WSP USA
88 Black Falcon Avenue, Suite 210
Boston, MA 02210
617-210-1600
Contacts: Michael F. Brown, Senior Vice President
Nancy Gould, PE, LEED AP, Associate
David Venturoso, PE, CEM, Associate Commissioning

Structural
Engineer:

Odeh Engineers
1223 Mineral Spring Avenue
North Providence, RI 02904
51 Sleeper Street
Boston, MA 02210
401-724-1771
Contact: David J. Odeh, Principal

DESCRIPTION AND PROGRAM

Consistent with the City's and community's vision and Smart Growth principles, the Proposed Project provides the opportunity to transform an underutilized suburban-style shopping plaza into a vibrant mixed-use neighborhood.

The development concept is to redevelop a site currently occupied by a Stop & Shop and other retail uses, approximately 450 parking spaces and no open space with a transit-oriented development consisting of residential, office, restaurant, fitness and retail uses and a new approximately one-acre public open space ("Community Green") and other public amenities.

The Proposed Project will consist of four (4) buildings: Building A, Building B, Building C and Building D and will include up to 868 residential rental and homeownership units; approximately 352,000 square feet ("SF") of GFA of office and research uses (inclusive of approximately 2,000 SF of elevator space); approximately 67,000 SF of grocery use; approximately 50,000 SF of retail/entertainment/restaurant/service uses and will include approximately 10,000 SF of community and/or arts uses. The Proposed Project will also include the publicly-accessible Community Green and a significant amount of public realm space including separated bike lanes, landscaped sidewalks and streets. The Proposed Project's full build impacts, including traffic, have been studied and mitigated as described in the Mitigation and Public Benefits section below.

The Proposed Project will be built in phases, with the first phase (Building A) including up to 176 residential units, approximately 87,200 SF of GFA for a new Stop & Shop and other retail, entertainment, restaurant or service space. Building A will contain a total GFA of approximately 250,000 sf and will have a max height of approximately 85 feet. It will also feature up to 300 parking spaces in an off-street parking facility. The first phase of the Project will include the Community Green and significant "up front" transportation and infrastructure improvements totaling approximately \$20,000,000.00, as well as other mitigation. Future phases will be built as the market demands on an approximately 8-10 year schedule.

Building B will contain approximately 373,500 SF of GFA including but not limited to office and research uses (approximately 352,000 sf) with retail, entertainment, restaurant and/or service uses. Building B will also include up to 10,000 sf of community and/or arts space and up to 550 parking spaces in an off-street parking and loading facility. It will have a maximum height of 188 feet.

Building C will contain approximately 342,000 SF of GFA including but not limited to residential units, retail, entertainment restaurant and/or service uses and accessory uses. It will include up to 200 off-street parking spaces and will have a maximum building of up to 232 feet.

Building D will contain approximately 266,000 SF of GFA including but not limited to residential units, retail, entertainment, restaurant and/or service uses, and accessory uses. It will also include up to 150 off-street parking spaces and will have a maximum building height of up to 167 feet.

The residential component of the Proposed Project offers a variety of unit types and a mix of rental and homeownership opportunities. The office component is envisioned to respond to the emerging tenant demand for a transit-oriented office and research cluster centered around Boston Landing and Harvard's new Allston campus.

ARTICLE 80 REVIEW PROCESS

On February 10, 2017, the Proponent filed a Letter of Intent ("LOI") as an initial step in the Article 80 review process and in accordance with the BPDA's policy regarding Provision of Mitigation by Development Projects in Boston. On February 24, 2017 letters soliciting nominations for the Impact Advisory Group ("IAG") were delivered to local and state elected officials. On October 26, 2017 the IAG was finalized with thirteen (13) members.

The Proponent filed a Project Notification Form ("PNF") for the Proposed Project on January 22, 2018, which initiated a thirty-day (30) public comment period which was extended for an additional one hundred fifteen (115) days through mutual consent between the Proponent and BPDA and concluded on June 15, 2018. Notice of the receipt of the PNF by the BPDA was published in the Boston Herald on January 22, 2018. The notice and PNF were sent to the City's public agencies/departments and elected officials pursuant to Section 80A-3 of the Code. Additionally, copies of the PNF were sent to all IAG members.

The Proponent subsequently filed a Draft Project Impact Report ("DPIR") on February 22, 2019 which initiated a seventy five (75) day public comment period which closed on June 10, 2019. The BPDA continued to accept comments to the DPIR through August 26, 2019. Notice of the receipt of the DPIR by the BPDA was

published in the Boston Herald on February 22, 2019. The DPIR was sent to the City's public agencies/departments and elected officials pursuant to Section 80A-3 of the Code. A Response to Comments to the DPIR, which included responses to the comments received by the BPDA between June 10, 2019 and August 26, 2019, was filed by the Proponent on October 24, 2019 together with the Development Plans noted below.

The Proponent filed the Development Plans on October 24, 2019 which initiated a forty-five (45) day public comment period. Notice of the receipt of the Development Plans by the BPDA was published in the Boston Herald on October 25, 2019. The Development Plans were sent to the City's public agencies/departments and elected officials pursuant to Section 80A-3 of the Code. Additionally, copies of the Development Plans were sent to all of the IAG members.

All of the above noted project filings triggered a series of BPDA-sponsored meetings with both the general 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: March 12, 2018
IAG Meeting: April 30, 2018
IAG Meeting: May 9, 2018
IAG Meeting: May 29, 2018
IAG Meeting: March 25, 2019
IAG Meeting: June 12, 2019
IAG Meeting: November 13, 2019

Public Meeting: April 23, 2018
Public Meeting: April 23, 2019
Public Meeting: May 29, 2019
Public Meeting: November 21, 2019

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, city agencies and departments and local elected officials to discuss the Proposed Project and solicit feedback.

The IAG submitted a letter of support for the Proposed Project dated December 9, 2019. The Brighton Allston Improvement Association also submitted a letter of support for the Proposed Project dated December 10, 2019.

PLANNING CONTEXT

The Project Site is located within the area of the Guest Street Planning Study, which was adopted in 2012 (the "Guest Street Planning Study"), as informed by the height, massing, parking and uses of the adjacent Boston Landing project and the construction and opening of the Boston Landing Commuter Rail Station located adjacent to the Project Site, which allows for a transit-oriented redevelopment of the Project Site.

The Proposed Project provides (i) active street edges and mixed uses; (ii) a connected street grid and smaller blocks; and (iii) approximately fifty percent (50%) active/open space uses south of Guest Street. The Proposed Project provides a building height south of Guest Street (Building A) approximately twenty-five (25) feet below the maximum height recommended in the Guest Street Planning Study's guidelines (Building A is approximately 85' in height; the Guest Street Planning Study guidelines described a height of up to 110' south of Guest Street).

In addition, based on design feedback received during the Article 80 development review process, the buildings north of Guest Street have incorporated various setbacks from Everett Street and the Massachusetts Turnpike and have a variety of narrow, taller elements, and shorter elements to add design variety and separation from abutting uses.

As noted in the Guest Street Planning Study, the Article 80 development review process may be guided also by greater public benefits provided by developers that support the goals of the Planning Study. As discussed in the Mitigation and Public Benefits section below, the Proposed Project provides significantly greater public benefits which are taken into account in the Article 80 review process.

ZONING

The Project Site is located within the Guest Street Local Industrial Subdistrict within the Allston-Brighton Neighborhood District, which is governed by Article 51 of the Code. Section 51-44 of the Code identifies the Project Site as a location for a

potential PDA. The Project Site is not located within a zoning district designated as residential; accordingly, this Master Plan is permissible under Article 3-1A.a of the Code.

In connection with the development of the Proposed Project in accordance with the Development Plans, and to facilitate separate ownership and financing, it is anticipated that the Project Site will be subdivided and that new legal lots will be created and held under separate ownership and new public and private ways will be created.

The proposed zoning for the Project Site will be as set forth in the Development Plans as adopted in accordance with the provisions of Article 80C and Section 3-1A.a of the Code and may require an amendment when such subdivisions are created as determined by the BPDA. The Development Plans will set forth the proposed location and appearance of structures, open spaces and landscaping, uses, densities and dimensions of structures, traffic circulation, parking and loading facilities, access to transportation and other zoning requirements applicable to the Project Site.

MITIGATION & COMMUNITY BENEFITS

Public Realm and Transportation Improvements

Community Green. The design of the new, one-acre publicly accessible Community Green includes a dog park, wi-fi accessibility and landscaping, including a green buffer along its southern edge that provides a flexible design edge which could be incorporated into future expansions of open space by adjacent property owners. The Community Green is anticipated to be programmed by both passive and active uses, with the active uses including materials to allow for unstructured, creative play by children of all ages as well as adults. The Community Green will be restricted from further development pursuant to an easement or similar encumbrance to be held by the BPDA or other appropriate government entity.

New Public Street Grid and Infrastructure. As coordinated with the Community, BTD, and PIC, the Proposed Project will include a new public street grid and other roadway, pedestrian, and bicycle improvements, including separated bicycle lanes, to be provided as part of the first phase with an estimated cost of \$20,000,000, including:

- New Everett/Guest Intersection;

- New Arthur/Guest Intersection;
- New Guest Street Extension, Braintree Street Extension, New East and West Streets, including bicycle and pedestrian infrastructure;
- Widened sidewalk on the west side of Everett Street adjacent to Building B parcel;
- New municipal water, sewer, stormwater, lighting and other infrastructure;
- Enhanced connections to Boston Landing Station;
- New bus stops for Route 64 bus and transit signal priority; and
- Bluebike Station.

MBTA Subsidy Payments. The Proponent will make an approximately \$2,500,000 (Proposed Project-wide) subsidy payment to the MBTA to enhance bus and commuter rail operations for adjacent and nearby bus routes and the adjacent commuter rail. The Proponent will work with the MBTA, through the Section 61 process, to include an annual monitoring and reporting by the MBTA on the uses of such funds.

Allston-Brighton TMA and TDM. The Proponent will become a member of the Allston-Brighton TMA, including shuttle and shuttle service commitments noted below, and the Proposed Project will include TDM measures.

Braintree Street Connection. The Proposed Project will fund and implement, when appropriate and subject to receipt of necessary permits and approvals, a connection from Braintree Street Extension to Arthur Street Extension.

Resident Parking. The Proposed Project will include restrictions in residential tenant leases prohibiting tenants from seeking Allston/Brighton on-street resident parking stickers.

Affordable Housing Units and Owner Occupancy Requirements

IDP Units and Other Income Restricted Units. In addition to the 13% IDP commitments described below, the Proposed Project will provide on-site income restricted units in the Buildings so that the Proposed Project will have a total affordable unit percentage of 17%, which is in excess of the IDP requirement.

Such additional income restricted units will be distributed between rental and for-sale units and will have income limits of 80%-120% of AMI to provide

“workforce” housing opportunities. The Proponent may satisfy the affordable housing requirement for individual residential buildings in whole or in part through the construction of income-restricted units reserved for BPDA-certified artists.

Owner Occupancy. The Proposed Project will provide approximately 110 homeownership units. The individual PDA Development Plan for each Building containing for-sale units will require that the Master Deed for such units have a recorded restriction requiring at least 70% owner-occupancy for such units.

Affordable Homeownership Contribution. \$4,000,000 project wide contribution to the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability. The first two Buildings will contribute \$1,250,000 each upon building permit issuance as an advance against the contributions of future Buildings, which Buildings will contribute \$750,000 each upon issuance of a building permit for each such Building.

Community Benefits

Community/Arts Space. The Proponent will include an approximately 10,000 sf of built-out, “white box” space within Building B to be used as community and/or arts space. The Proponent will conduct a “visioning” survey with interested stakeholders to determine such issues as programming, equipment purchasing and types, and type of build out. Users of the community/arts space will be able to park at the Proposed Project free of charge.

Contribution to Parks Department. Each Building in the Proposed Project will contribute \$40,000.00 to the Boston Parks and Recreation Department (for a total of \$160,000.00) for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood. The Proponent will coordinate with the Parks and Recreation Department to allocate such funds to Ringer Park.

Public Realm Fund

The Proposed Project will contribute a total of \$4,600,000.00 Project-wide to programs and initiatives to advance improvements to the Allston/Brighton Community as follows:

- \$400,000 Project wide contribution (\$100,000 per Building) to a Public Realm Fund to be managed by an entity comprised of representatives from the Proposed Project, elected officials and community for funds to be made available on a grant basis to local non-profits, organizations or governmental entities, educational facilities, or individuals or families for public realm improvements and programs.
- \$1,200,000 project wide contribution (\$300,000 per Building funded over 10 years) to fund Allston-Brighton shuttles and shuttle services in coordination with the Allston-Brighton TMA. The Proposed Project will commit to have Buildings fund Allston-Brighton shuttle operations after the initial 10-year commitment at a proportionate share of shuttle service operating costs, up to \$20 per unit per month.

Economic Development Benefits

New Tax Revenue. At full build-out, the Proposed Project is expected to generate approximately \$5,000,000 in annual property taxes, and approximately \$700,000 in annual sales taxes.

Jobs. The Proposed Project is anticipated to create approximately 2,500 new construction jobs and more than 2,000 new permanent jobs.

Linkage. As described in the DIP Exactions section below, the Proposed Project is expected to generate approximately \$4,000,000.00 in housing and jobs linkage funds to the City of Boston as currently designed.

Sustainable Design/Green Building

The Proposed Project has voluntarily participated in the BPDA District Energy Microgrid Feasibility Study process, which has informed many of the following sustainable design and green building commitments:

Green Building. The Proposed Project will incorporate sustainable/green building design, construction, and operational measures so that each Building in the Proposed Project is, as a baseline, LEEDv4 certifiable at a Silver Level, which exceeds the requirements of Article 80/Article 37 of the Zoning Code. Further, under LEEDv4, the Proponent will achieve higher levels of LEED certifiability and Building B (office building) will achieve LEED Core & Shell Gold level and target LEED Core & Shell Platinum level, the grocery store will achieve the LEED Commercial Interior Silver level and will target LEED Commercial Interior Gold level, and one or more of the three residential buildings (Building A, C, and D) will achieve the LEED New Construction Gold level.

Stormwater. The Proposed Project will capture and infiltrate a volume of rainwater equal to 1.25" of rainwater over the impervious area of the applicable Block, in compliance with the BPDA Smart Utilities Policy and Boston Water and Sewer Commission requirements.

Energy Conservation/GHG Emissions Reductions. The Proposed Project will undertake various energy conservation and GHG emission reduction strategies:

- i. Reduction of overall annual energy consumption through the implementation of energy optimizing building design and systems, which would result in a reduction in stationary source CO2 emissions when compared to a building design that meets the minimum building code requirements.
- ii. Compliance with the Massachusetts Stretch Energy Code requirement to be 10% better than ASHRAE 90.1-2013.
- iii. Provide 10% Electric Vehicle (EV) charging stations for non-short term parking spaces. An additional 15% of such spaces will be EV ready (for a total of 25%), to further reduce GHG emissions associated with vehicles. The project's Transportation Access Plan Agreement will incorporate annual monitoring that informs when, and how many, of the total 25% EV charging stations should be installed.
- iv. Continue to evaluate building design and alternative energy options throughout design.
- v. Study the feasibility of a District Energy Microgrid system and incorporation of alternative energy options.
- vi. The Proponent will evaluate the feasibility of implementing passive housing principles into the design of Buildings A, B, C and D.
- vii. On-Site Generation (Solar PV) Study and Roofs Constructed PV-Ready for those roofs for which Solar PV is feasible. Install rooftop Solar PV on Building A.

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 exactions for the office/retail/community uses in excess of 100,000 square feet. Accordingly, there will be approximately 377,000 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 estimated linkage funds of \$3,404,310 for the Housing Exaction and \$671,060 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:

Jobs Linkage:

DIP Uses:	477,000 SF
Exclusion:	-100,000 SF
	<hr/>
	377,000 SF
	X \$9.03
	<hr/>
	\$ 3,404,310

DIP Uses:	477,000 SF
Exclusion:	-100,000 SF
	<hr/>
	377,000 SF
	X \$1.78
	<hr/>
	\$ 671,060

INCLUSIONARY DEVELOPMENT POLICY

The Proposed Project is subject to the Inclusionary Development Policy, dated December 10, 2015 ("IDP"), and is located within Zone B, as defined by the IDP. The IDP requires that 13 percent of the total number of rental units within the development be designated as IDP units. In addition, the Proponent has agreed that an additional five (5) percent of the total units in Buildings C and D will be income restricted.

Rental Units

As the total rental count is approximately 758 units, approximately ninety-nine (99) units within the Proposed Project will be created as IDP rental units (the "IDP Units"), which will be made affordable to households earning not more than 70 percent of the Area Median Income ("AMI"), as published by the BPDA and based upon data from the United States Department of Housing and Urban Development ("HUD").

There will be twenty-one (21) IDP Units in Building A of the Proposed Project. The proposed locations, sizes, income restrictions, and rents for these units are as follows, based on an approximate design of 164 units:

Unit Number	Location	Bedrooms/Type	Square Footage	Percent of Median Income	Rent
311	3rd Floor	1 Bedroom	720	70%	\$1318
321	3rd Floor	1 Bedroom	720	70%	\$1318
341	3rd Floor	1 Bedroom	736	70%	\$1318
411	4th Floor	1 Bedroom	720	70%	\$1318
427	4th Floor	1 Bedroom	646	70%	\$1318
440	4th Floor	1 Bedroom	736	70%	\$1318
511	5th Floor	1 Bedroom	720	70%	\$1318
539	5th Floor	1 Bedroom	736	70%	\$1318
605	6th Floor	1 Bedroom	720	70%	\$1318
621	6th Floor	1 Bedroom	720	70%	\$1318
325	3rd Floor	2 Bedroom	1,062	70%	\$1492
406	4th Floor	2 Bedroom	1,603	70%	\$1492
525	5th Floor	2 Bedroom	1,065	70%	\$1492
333	3rd Floor	3 Bedroom	1,214	70%	\$1672
428	4th Floor	Micro	438	70%	\$1012
630	6th Floor	Micro	438	70%	\$1012
319	3rd Floor	Studio	506	70%	\$1125
419	4th Floor	Studio	506	70%	\$1125
503	5th Floor	Studio	531	70%	\$1125
507	5th Floor	Studio	531	70%	\$1125
624	6th Floor	Studio	531	70%	\$1125

The location of the IDP Units in each of the buildings containing rental units in the Proposed Project will be finalized by the building owner in conjunction with BPDA staff and outlined in the Affordable Rental Housing Agreement and Restriction (the "ARHAR"), and rents 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 of the IDP Units. IDP Units must be comparable in size, design, and quality to the market rate rental units in the building containing such units in the Proposed Project, cannot be stacked or concentrated on the same floors, and must be consistent in bedroom count with the entire Proposed Project. The ARHAR must be executed by the owner of each building containing residential units or prior to the issuance of the Certification of Compliance and the Certification of Consistency for the phase of the Proposed Project being advanced.

The Proponent must register each building within the Proposed Project with the Boston Fair Housing Commission ("BFHC") upon issuance of the building permit. The

IDP Units will not be marketed prior to the submission and approval of an Affirmative Marketing Plan by the BFHC and the BPDA. Preference 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).

Where a unit is built out as Artist IDP Units, these units must meet any artist housing guidelines, as established by the Mayor's Office of Arts and Culture, and at least one household member must be a City of Boston Certified Artist. 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 may 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.

In addition, if the calculation of the rental IDP on-site commitment for any building results in a remainder of 0.5 or less, the Proponent will be required to make a partial unit IDP contribution to the IDP Special Revenue Fund ("IDP Fund"), held by the City of Boston Treasury Department, and managed by the City of Boston Department or Neighborhood Development in an amount equal to the remainder multiplied by \$300,000 (the Zone B Contribution Factor). This payment will be made at the time of issuance of the building permit for such building. Combined, these contributions, as applicable, together with the ninety-nine (99) IDP Units satisfies fully the IDP requirements pursuant to the IDP.

Ownership Units.

As the Proposed Project will provide approximately 110 new homeownership units, approximately fourteen (14) homeownership units within the Proposed Project will be created as IDP homeownership units (the "IDP Units"), of which at least half (7)

will be made affordable to households earning not more than 80% of the Area Median Income ("AMI"), as published by the BPDA and based upon data from the United States Department of Housing and Urban Development ("HUD"), and the remainder (7) will be made affordable to households earning greater than 80% of AMI but not more than 100% of AMI.

The location of the ownership IDP Units in each of the buildings containing ownership units in the Proposed Project will be finalized in conjunction with BPDA staff and outlined in the Affordable Housing Agreement ("AHA") for such building, and sales prices and income limits will be adjusted according to BPDA published maximum sales prices and income limits, as based on HUD AMIs, available at the time of the initial sale of the IDP Units. IDP Units must be comparable in size, design, and quality to the ownership market rate units in the building containing such units in the Proposed Project, cannot be stacked or concentrated on the same floors, and must be consistent in bedroom count with the entire Proposed Project. The AHA for a building containing ownership units must be executed along with, or prior to, the issuance of the Certification of Compliance and the Certification of Consistency for the phase of Proposed Project being advanced.

The Proponent must register each building within the Proposed Project with the Boston Fair Housing Commission ("BFHC") upon issuance of the building permit. The IDP Units will not be marketed prior to the submission and approval of an Affirmative Marketing Plan by the BFHC and the BPDA. Preference will be given to applicants who meet the following criteria, weighted in the order below:

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

Where a unit is built out as Artist IDP Units, these units must meet any artist housing guidelines, as established by the Mayor's Office of Arts and Culture, and at least one household member must be a City of Boston Certified Artist. 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 may assist the BPDA in determining eligibility for such a preference.

A deed restriction will be placed on each of 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 buyer and sales price of any subsequent sale of the IDP Units during this fifty (50) year period must fall within the applicable income and sales price limits for each IDP Unit. IDP Units may not be rented out by the developer prior to sale to an income eligible buyer, and the BPDA or its assigns or successors will monitor the ongoing affordability of the IDP Units.

In addition, if the calculation of the ownership IDP on-site commitment for any building results in a remainder of 0.5 or less, the Proponent will be required to make a partial unit IDP contribution to the IDP Special Revenue Fund ("IDP Fund"), held by the City of Boston Treasury Department, and managed by the City of Boston Department of Neighborhood Development in an amount equal to the remainder multiplied by \$300,000 (the Zone B Contribution Factor). This payment will be made at the time of the building permit for such building. Combined, these contributions, as applicable, together with the fourteen (14) designated ownership IDP Units satisfies fully the IDP requirements pursuant to the IDP:

Additional Middle Income Housing.

As noted above, the Proposed Project will provide an additional five percent of the units in Buildings C and D as income restricted to households with incomes of 80 percent to 120 percent of AMI, to provide much needed middle income housing. These units will be included in each ARHAR and AHA, as applicable, and will be entered into for each Building pursuant to the process set forth for IDP rental and ownership units. This additional requirement should yield an additional twenty-nine (29) IDP Rental Units, and an additional six (6) IDP Homeownership Units, for a total of one hundred forty-eight (148) income restricted IDP Units.

The Proponent will enter into a Master Affordable Housing Agreement with the BPDA for the entire Proposed Project, which shall provide for separate Affordable Housing Agreement(s) and Affordable Rental Housing Agreement(s) and Restriction(s), as applicable, to be executed by the owner of each building containing residential units prior to issuance of a building permit for that building. Each building that includes residential uses shall provide the affordable housing units on site as required by the IDP, or subject to the approval of the BPDA, the Proponent may redistribute the affordable housing units to other buildings within the Proposed Project.

RECOMMENDATIONS

Based on the foregoing, BPDA staff recommends that the BPDA Board: (1) approve the Development Plans and accompanying map amendment pursuant to Section 3-1A.a and 80C of the Code (2) authorize the Director to petition the Boston Zoning Commission for approval of the Development Plans and accompanying map amendment pursuant to Sections 3.1A.a and 80C-6 of the Code; (3) authorize the Director to issue a Preliminary Adequacy Determination waiving the requirement of further review pursuant to Article 80, Section 80B-5.4(c)(iv) of the Code for the Proposed Project; (4) 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; (5) 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-8 of the Code, upon successful completion of the Article 80C Planned Development Area Review process; and (6) authorize the Director to take any and all actions and execute any and all documents deemed necessary and appropriate by the Director in connection with the foregoing, including, without limitation, executing and delivering Cooperation Agreements, Affordable Housing Agreements, Affordable Rental Housing Agreements and Restrictions, Development Impact Project Agreements, and any and all other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project, or any phase of the Proposed Project, and the Development Plans.

An appropriate vote follows:

VOTED: That, in connection with the Master Plan and associated Development Plans for PDA No. 127, 60 Everett Street, Allston Yards, Allston (the "Development Plans") describing the Proposed Project presented at a public hearing duly held at the offices of the BPDA on December 12, 2019, and after consideration of evidence presented at, and in connection with, the hearing on the Development Plans and the Proposed Project, the BPDA finds that, in accordance with Section 80C of the Code, that: (a) such Development Plans are not for a location or project for which PDAs are forbidden by the underlying zoning; (b) the Proposed Project in such Development Plans complies with the provisions of the underlying zoning that establish use, dimensional, design and other requirements for Proposed Projects in PDAs; (c) such Development

Plans comply with any provisions of underlying zoning that establish planning and development criteria, including public benefits, for PDAs; (d) such Development Plans conform 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; and (e) on balance, nothing in such Development Plans will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens; and that the BPDA approve the Proposed Project as a Development Impact Project within the meaning of Section 80B-7 of the Code; and

**FURTHER
VOTED:**

That the BPDA approves, pursuant to Section 3-1.A.a and Section 80C of the Code, the Development Plans and associated map amendment presented to the BPDA at its public hearing December 12, 2019; and

**FURTHER
VOTED:**

That the Director be, and hereby is, authorized to petition the Boston Zoning Commission for approval of the Development Plans and the associated Map Amendment, pursuant to Section 3-1A.a and Section 80C of the Code, in substantial accord with the same, as presented to the BPDA at its public hearing on December 12, 2019; and

**FURTHER
VOTED:**

That the Director be, and hereby is, authorized to issue a Preliminary Adequacy Determination for the Proposed Project waiving further review under Section 80B- 5.4(c)(iv) of the Code, which: (i) finds that together the Draft Project Impact Report 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 under subsection (iv) of Section 80B-5.4(c) of the Code, subject to continuing design review by the BPDA; 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, if necessary, to execute and accept a grant of easement for the Community Green to ensure public access of the same, upon terms and conditions determined to be in the best interests of the BPDA; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to take any and all actions and execute any and all documents deemed necessary and appropriate for the Director in connection with the foregoing, including, without limitation, executing and delivering Cooperation Agreements, Affordable Housing Agreements, Affordable Rental Housing Agreements and Restrictions, Development Impact Project Agreements and any and all other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project, or any phase of the Proposed Project, and the Development Plans, all upon terms and conditions determined to be in the best interests of the BPDA.

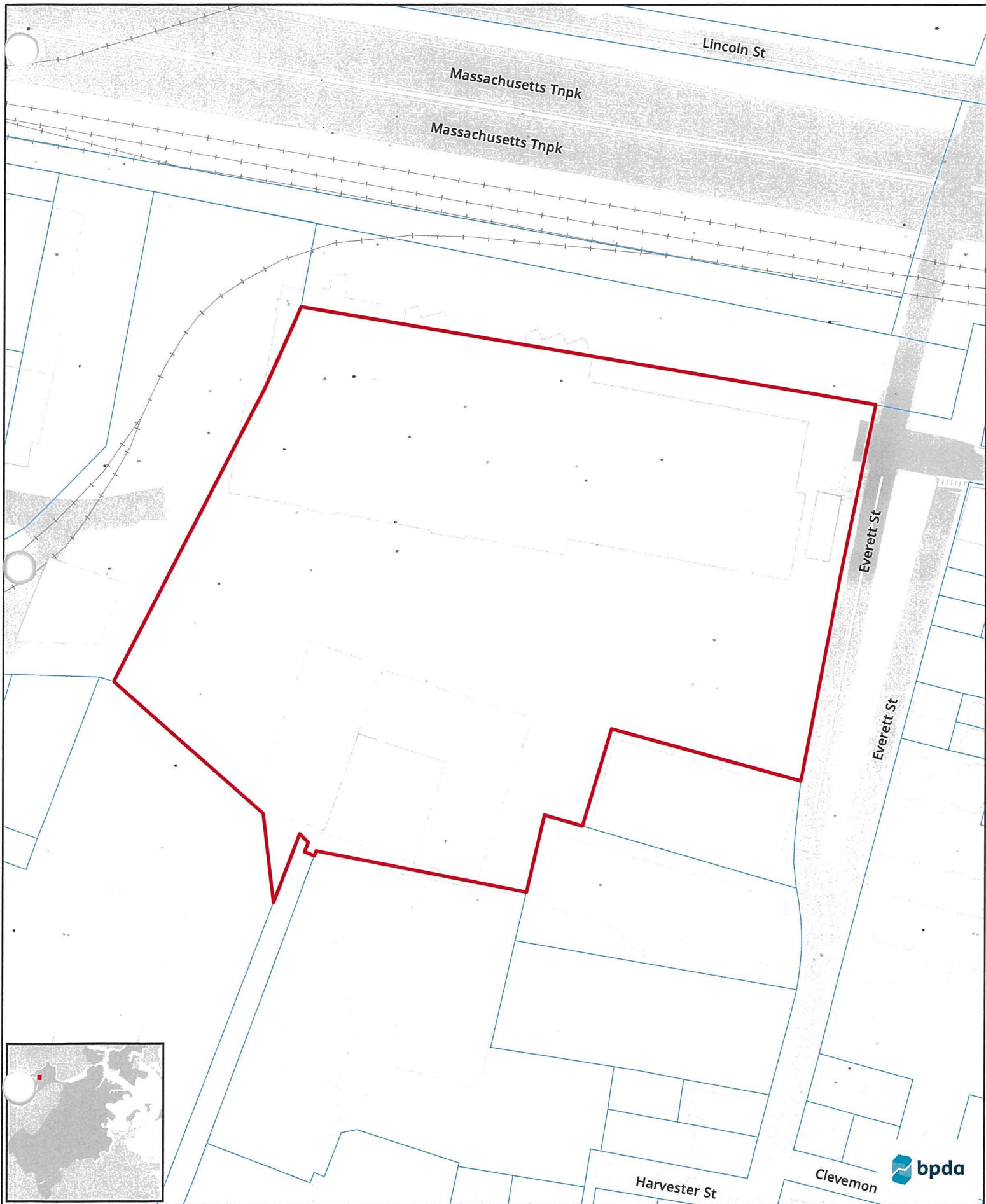
60 Everett Street, Allston Yards

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60 Everett Street, Allston Yards

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**BOSTON REDEVELOPMENT AUTHORITY
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY**

**MASTER PLAN
FOR
PLANNED DEVELOPMENT AREA NO. []**

ALLSTON YARDS, 60 EVERETT STREET, ALLSTON

DATED: [_____] , 2019

1. Master Plan. In accordance with Section 3-1A, Sections 51-44 through 51-49, and Article 80C of the Boston Zoning Code (as in effect on the date hereof, the “Code”), this plan constitutes the Master Plan for Planned Development Area No. [] (the “**Master Plan**”), for the proposed redevelopment (the “**Master Project**”) of an existing site commonly known as 60 Everett Street in the Allston neighborhood of Boston (the “**Project Site**”). The Project Site is referred to herein as the “**PDA Area**,” and includes approximately 10.6 acres (460,026 square feet). The PDA Area is described in more detail below and in the legal description attached as Exhibit A hereto, and is shown on the plan attached hereto as Exhibit B.

This Master Plan contemplates the construction of four (4) buildings and related infrastructure and open space, as part of a phased redevelopment, and sets forth a statement of the development concept for the PDA Area, including the planning objectives and character of the development, the proposed uses of the PDA Area, the range of dimensional requirements contemplated for buildings to be developed as part of the Master Project, the proposed phasing of construction, and the anticipated public benefits of the Master Project.

This Master Plan consists of [] ([]) pages of text and Exhibits [A-I]. All references herein to this Master Plan refer to such pages and exhibits.

This Master Plan describes four (4) phases of development to be located within the PDA Area (each a “**Building**” and collectively the “**Buildings**”), which may be developed together with or independently of and in differing sequences. The Buildings, which are discussed in more detail below, will also be the subject of one or more Planned Development Area Development Plans (as defined in the Code, each such plan, a “**PDA Development Plan**”) to provide more specific information about the various Buildings and the components thereof. A conceptual site plan of the Master Project, including the approximate layout of building lots within the Master Plan and public realm areas, is shown on Exhibit C attached hereto.

2. The Proponent. The proponent of this Master Plan is Stop & Shop Supermarket Company LLC (“**Stop & Shop**”) with New England Development as Master Developer (together, as appropriate, and collectively with its affiliates and their respective successors and assigns, the “**Proponent**”). An affiliate of Stop & Shop, WJG Realty Company LLC, is the current owner of the PDA Area.

3. PDA Area Description. The PDA Area is an approximately 10.6-acre area within the Allston neighborhood bounded by the Massachusetts Turnpike and the Boston Landing commuter rail station to the north; the Everett Street bridge and Everett Street to the east; Arthur Street and the Boston Landing project to the west; and the Boston Volvo Village dealership and a mix of other uses that front on North Beacon Street to the south. The PDA Area is currently improved by a building containing approximately 100,000 square feet of Gross Floor Area (“GFA,” as defined in Article 2A and below) of retail uses, including a Stop & Shop supermarket as well as approximately 450 parking spaces, loading bays, access drives, signage and related accessory uses (collectively, the “**Existing Interim Uses**”).

4. Zoning. The PDA Area is located within the Guest Street Local Industrial Sub-district within the Allston-Brighton Neighborhood District, which is governed by Article 51 of the Code. Section 51-44 of the Code identifies the PDA Area as a location for a potential Planned Development Area. The PDA Area is not located within a zoning district designated as residential; accordingly, this Master Plan is permissible under Article 3-1A.a of the Code.

In connection with the development of the Master Project in accordance with this Master Plan, and to facilitate separate ownership and financing, it is anticipated that the PDA Area will be subdivided and that new legal lots will be created and held under separate ownership and new public and private ways will be created.

5. Development Concept.

The development concept of the Master Project is to create a new neighborhood at the intersection of Allston and Brighton. The Proponent intends to redevelop a site currently occupied by a Stop & Shop and other retail uses, approximately 450 parking spaces and no open space with a transit-oriented development consisting of residential, office, restaurant, fitness and retail uses and a new approximately one-acre public open space (“**Community Green**”) and other public amenities.

The Master Project will include up to 868 residential units; up to 350,000 square feet (“SF”) of GFA of office use; up to 67,000 SF of grocery use; up to 50,000 SF of retail/entertainment/restaurant/service uses and will include up to 10,000 SF of community and/or artist uses.

The Master Project will include the publicly-accessible Community Green and a significant amount of public realm space including separated bike lanes, landscaped sidewalks and streets. The Master Project will be built in phases, with the first phase (Building A) including up to 176 residential units, up to 87,200 SF of GFA for a new Stop & Shop and other retail, entertainment, restaurant or service space. The first phase of the Project will include the Community Green and significant “up front” transportation and infrastructure improvements totaling approximately \$20,000,000.00, as well as other mitigation. Future phases will be built as the market demands on an approximately 8-10 year schedule.

The Master Project has completed review under Article 80B of the Code (Large Project Review) for the full-build project. A Project Notification Form for the Master Project was filed with the Boston Redevelopment Authority, doing business as the Boston Planning & Development

Agency (the “BPDA”) on January 22, 2018. The BPDA issued a Scoping Determination for the Master Project under Section 80B of the Code on August 3, 2018. A joint Expanded Environmental Notification Form and Draft Project Impact Report (“DPIR”) for the Master Project was filed with the BPDA on February 22, 2019. A response to comments on the DPIR was filed with the BPDA on October 24, 2019. A Preliminary Adequacy Determination waiving the requirement for a Final Project Impact Report was issued by the BPDA on _____, 2019.

Based upon the approval of this Master Plan, including the conceptual plan attached hereto as **Exhibit C**, and approval of one or more PDA Development Plans, final plans and specifications for each building will be submitted to the BPDA pursuant to Articles 80B and 80C of the Code for final design review approval and certifications as to consistency and compliance with this Master Plan and the applicable PDA Development Plan. Additionally, each building will be subject to the approval process described in Section 17 herein. The Proponent shall comply with BTB’s updated parking ratios and TAPA guidelines. The Proponent shall also coordinate and consult with BTB regarding implementation of baseline requirements for Transportation Demand Management (“TDM”) for each development phase. While this Master Plan and each Development Plan provide a maximum number of parking spaces for the overall site and for each phase, the total number of spaces associated with each development and for each use will be refined and confirmed in each Phase’s TAPA as more detail becomes available about the specific development program being proposed, but at no time to exceed the maximum number of spaces set forth herein. The development of the Master Project is intended to begin with Phase 1 and may proceed in multiple, sequential or concurrent phases or sub-phases either in or out of numerical order. Individual PDA Development Plans will provide more detail on each of the phases. The Proponent presently anticipates that the Master Project will include the following phases, subject to modifications that may be made in accordance with this Master Plan:

a. Phase 1. Phase 1 includes the construction of Building A, which is intended to contain a total of approximately 250,000 sf of GFA of the uses described herein, including residential units, a new Stop & Shop, retail, entertainment, restaurant and/or service space or other space for accessory uses. Building A will include up to 300 parking spaces in an off-street parking and loading facility to meet the parking and loading requirements described herein and as set forth in the Building A PDA Development Plan. Parking utilization rates or occupancy rates will be monitored annually and may be used to refine the number of parking spaces for future buildings in the PDA. The first phase of the Project also will include construction of the Community Green and significant “up front” transportation and infrastructure improvements totaling approximately \$20,000,000.00, as well as other mitigation as specified herein.

b. Phase 2. Phase 2 includes the construction of Building B which is intended to contain a total of approximately 370,500 SF of GFA of the uses described herein, including but not limited to office and research uses (approximately 352,000 SF of GFA inclusive of approximately 2,000 SF of elevator space) with retail, entertainment, restaurant and/or service uses, and accessory uses. Building B may include community and/or artist space and will include up to 550 parking spaces in an off-street parking and loading facility to meet the parking and loading

requirements described herein and as set forth in the Building B PDA Development Plan.

c. Phase 3. Phase 3 includes the construction of Building C which is intended to contain a total of approximately 342,000 SF of GFA of the uses described herein, including but not limited to residential units, retail, entertainment, restaurant and/or service uses, and accessory uses. Building C will include up to 200 parking spaces in an off-street parking and loading facility to meet the parking and loading requirements described herein and as set forth in the Building C PDA Development Plan.

d. Phase 4. Phase 4 includes the construction of Building D which is intended to contain approximately 266,000 SF of GFA of the uses described herein, including but not limited to residential units, retail, entertainment, restaurant and/or service uses, and accessory uses. Building D will include up to 150 parking spaces in an off-street parking and loading facility to meet the parking and loading requirements described herein and as set forth in the Building D PDA Development Plan.

The currently proposed layout of the Master Project, including the Buildings, is shown on Exhibit C, and may be modified over time as provided in this Master Plan to meet market demand, capitalize on economic opportunities, and respond to the changing needs and desires of residents, employees and visitors. Construction of the Master Project is anticipated to begin with Phase 1 and Building A; however, as noted above, phases and Buildings may be developed together with or independently of and in differing sequences.

The specific requirements for land, buildings, streets and open space included in each Phase, and their location and use, shall be as set forth in the PDA Development Plan applicable to each Phase and may be modified as set forth in such PDA Development Plan. In the event of any conflict between this Master Plan and a PDA Development Plan, the provisions of the PDA Development Plan shall govern, provided however, that this Master Plan shall govern the uses, dimensions, parking and loading for the Existing Interim Uses, as set forth below in Section 19.

6. Planning Objectives and Character of Redevelopment. The Proponent's planning objective for the Master Project is to create a vibrant, mixed-use, transit-oriented community that will offer an active, lively, and appropriate mix of uses (including office, lab, retail, residential, parking, and other uses), connected and supported by new publicly accessible open space and significant infrastructure improvements.

The Master Project design is informed by the height, massing, parking and uses of the adjacent Boston Landing project and the construction and opening of the Boston Landing Commuter Rail Station, which allows for a transit-oriented redevelopment of the PDA Area.

7. Proposed Uses.

The Master Project is being developed as a mixed-use project. **Exhibit D** lists the uses that this Plan approves for each Building. **Exhibit E** lists the allowed uses and use categories for the PDA Area, which uses are allowed as either main, accessory, ancillary or interim uses, provided that the uses are approved pursuant to **Exhibit D** or as otherwise provided in this paragraph. The Accessory and Ancillary Uses listed on **Exhibit E** are allowed for individual blocks (each a "**Block**"). The placement and maintenance of rooftop wireless communications and other telecommunications equipment such as antennae, dishes, equipment mounting, and equipment mounting structures and rooftop energy equipment such as solar panels and equipment shall be allowed, subject only to design review by the BPDA.

8. Location and Appearance of Structures. The location of the buildings in the PDA Area will be generally consistent with the plans attached hereto as **Exhibit C**, but the architectural details of each building will be presented as part of the BPDA's design review. Final plans and specifications for the Master Project, through the Building then being reviewed, will be submitted to the BPDA for certification as to consistency with this Master Plan.

The architectural design of the Project will continue to strive to achieve a balance of neighborhood cohesion, design diversity, and architectural quality that is imperative to the organic development of a neighborhood. The design of each building will employ a variety of scales, materials, and massing compositions.

9. Range of Density and Dimensions. The Master Project consists of the buildings depicted on **Exhibit C**. **Exhibit F** lists the dimensional requirements applicable to each Building, including maximum Building Heights and maximum GFA, for each of the blocks comprising the Master Project and maximum FAR for the entire Master Project.

In acknowledgement of the likelihood that parking demand may decrease over the life of the Master Plan project buildings, in the event that the Proponent converts space within parking garages to uses described in **Exhibit D** constituting GFA, the maximum GFA shown on **Exhibit F** for the Building in which such garage is located shall be deemed automatically increased by the area of such converted space, and the total permitted GFA for the PDA Area shall be increased accordingly, without being limited by the Master Plan project FAR, which shall be similarly adjusted.

Notwithstanding the foregoing, this Master Plan provides for the Proponent to have a degree of flexibility in the allocation of dimensions in order to effectively respond to future changes in the course of market demands, economic opportunities, and the needs and desires of residents, employees, and visitors. At the Proponent's request, with the approval of the BPDA through issuance of a Certification of Consistency, unused GFA may be reallocated from one Building to another Building, provided that the Total GFA in any Building may not be increased by more than 10% without an amendment of this Master Plan and of the applicable PDA Development Plan as may be determined by the BPDA. Provided further that any change of use within a Building by more than 10% of the total GFA of such Building may also require an

Amendment to this Master Plan and applicable Development Plan as determined by the BPDA. Overall Master Plan project GFA will not exceed 1,228,500 SF of GFA nor a Floor Area Ratio (“FAR”) for the full Master Project of up to 2.67. “**Gross Floor Area**” (or GFA as used herein) shall have the meaning set forth in Article 2A of the Code.

This Master Plan and each applicable PDA Development Plan shall supersede the otherwise applicable dimensional, design and other requirements of the Code (including without limitation the provisions set out in Sections 51-19 to 21 and 51-51 to 57) which shall not be applicable to the Master Project and the PDA Area.

10. Open Space and Landscaping.

The Master Project will provide a substantial amount of open space and landscaping, which will help create a continuous public realm and an increase in publicly accessible open space. The Master Plan includes construction of an approximately one-acre publicly-accessible Community Green. The Community Green includes a dog park, wi-fi accessibility and a green buffer along its southern edge that provides a flexible design edge which could be incorporated into future expansions of open space. The Community Green will be restricted from further development, except for the limited emergency egress stairs and other elements depicted on the plans to be approved for Building A providing egress from the Building A below-grade garage which will be built below the Community Green. The Community Green will be maintained and programmed by the Proponent or a common area entity consisting of owners of the various Buildings comprising the Master Project, which Buildings will be responsible for the costs to maintain and program the Community Green. The Proponent, or developer of Building A, as appropriate, will grant an easement to the BPDA, or other appropriate government entity, prohibiting further development of the Community Green, ensuring public access to the Community Green, describing maintenance and repair obligations, and allowing for the adoption of reasonable rules and regulations by the grantor.

The Master Plan also includes public realm space including separated bike lanes, landscaped sidewalks and streets. Each of the Master Project’s four (4) Buildings may include private-use rooftop amenity areas, subject to final design.

Taken together, a significant amount of the overall PDA Area (approximately 2.5 acres) will be developed by the Proponent as publicly-accessible open space and public realm space. An illustrative site plan depicting the open space and programming, landscaping, public realm improvements, urban open space and buffer space is attached as **Exhibit G**. The final design and specific materials of all public improvements, including but not limited to the Community Green will be subject to the approval of the BPDA.

11. Transportation and Site Circulation. The Master Project will involve the improvement of existing and construction of new streets, intersection, sidewalks, bicycle paths, bus lane and pedestrian walkways to serve the residents, employees and visitors to Allston Yards. The streets and sidewalks within the PDA Area shall be constructed to comply with standards that are generally consistent with the City of Boston’s Complete Streets standards and requirements, including requirements for accessibility, transit lanes and bicycle lanes. In addition, the creation of the roadway, bicycle facilities, bus lane and pedestrian system by the Master Project will result

in enhanced access of the PDA Area, and adjacent intersections, including increased access to the Boston Landing commuter rail station and enhanced MBTA bus stops. Inclusive of the Master Project is an eastbound bus lane on Guest Street. The Master Project's proposed vehicular, bicycle and pedestrian circulation patterns are depicted on the circulation plan attached as **Exhibit H**.

The extension of the local street and sidewalk grid into the PDA Area will provide pedestrian, bus and bicycle access throughout the PDA Area. As shown on **Exhibit H**, pedestrian and bicycle improvements including sidewalk-grade cycle tracks, separated bicycle lanes, striped bicycle lanes, generous, wide sidewalks and landscaped and hardscaped elements will be provided in certain areas and will provide enhanced connections to the Boston Landing commuter rail station. The Master Project will also provide bicycle racks and a Bluebike station. A bus lane will operate between Arthur Street and Everett Street on Guest Street. The Proponent shall comply with the Boston Bicycle Parking Guidelines for provisions of short-term and employee/resident bicycle parking, to be reviewed and approved by the Boston Transportation Department ("BTD"). Specific road, sidewalk and bicycle lane dimensions and layouts will be developed in consultation with the Boston Transportation Department, BPDA and Public Improvement Commission for each Building and, once approved, will be deemed consistent with this Master Plan. At the Proponent's request, the BPDA may approve changes in the location, number, design and/or dimensions of the proposed roadways and bicycle and pedestrian paths provided that such changes are consistent with the character of the Master Project. Specific road, sidewalk and bicycle lane dimensions and layouts will be developed in consultation with the Boston Transportation Department, BPDA and Public Improvement Commission for each Building and, once approved, will be deemed consistent with this Master Plan.

The Draft Project Impact Report ("**DPIR**") sets forth a proposed program of transportation mitigation and infrastructure improvements to be implemented in connection with the Master Project, including construction of key new roadway connections, transit mitigation funding, a robust transportation demand mitigation program, and bike-sharing facilities, all to be provided as part of the Master Project. The transportation mitigation and improvements to be implemented by the Master Project mitigate and support the Master Project's trip generation. Consistent with the transportation mitigation and infrastructure improvements described in the DPIR, the Proponent shall work with BTD and the Massachusetts Department of Transportation to finalize the details of the traffic mitigation and transportation improvements to be implemented in connection with each Building of the Master Project and the Proponent shall enter into a Master Transportation Improvement Agreement for the Master Project with the BTD specifying the traffic mitigation and transportation improvements required for the Master Project. The Master Transportation Improvement Agreement shall provide that, prior to the commencement or construction of each building in the Master Project, and prior to the issuance of a Certification of Compliance and a Certification of Consistency, the owner of the applicable Building shall enter into a Transportation Access Plan Agreement for such Building with the BTD specifying the traffic mitigation and transportation improvements required for such building. The Master Transportation Improvement Agreement shall require that individual Transportation Access Plan Agreements executed for each Building in the Master Plan provide annual monitoring for five (5) years from and after issuance of a Certificate of Occupancy for such Building including traffic monitoring of the building's garage driveways, transit ridership, and parking occupancy monitoring as appropriate for assessing traffic and transit impacts of the Master Project in the PDA Area. If the amount of daily or peak-hour traffic generated by an

individual building within the Master Project shall exceed the amount of traffic that would be expected to be generated by that building (as calculated following the same procedures used in the DPIR) by ten percent (10 %) or more, and such traffic is attributable to the Master Project and not growth from other projects, the proponent of the Building submitting such annual report shall work with the City of Boston to implement additional traffic demand management efforts for that building to help reduce the amount of traffic to the projected level.

12. Parking and Loading. It is anticipated that there will be approximately 1,200 parking spaces (approximately 1 parking space per 1,000 square feet of GFA) provided to serve the entire Master Project. Adequate loading facilities will be provided. The number and location of the required parking and loading components for each Building will be included in the PDA Development Plan for each Building, as applicable. Parking and loading demand and requirements may be satisfied, including for interim parking needs, through the construction of new parking facilities, use of existing surface parking lots, use of shared parking facilities among one or more Buildings in the Master Project, and parking on the lots to be created for future Buildings B, C and D to serve, on an interim basis, the uses in any of the buildings in the Master Project.

13. Transit. The PDA Area is adjacent to the Boston Landing commuter rail station and is served by the Route 64 MBTA bus. The PDA Area is proximate to other bus routes including Routes 51, 57, 57A, 66, 70, 70A, 86, 501 and 503. Subject to the approval of the MBTA and other public agencies, the Master Project will include the slight rerouting of the Route 64 bus down Guest Street extension to Everett Street and the construction of two new bus shelters. A new bus lane will be operational on Guest Street between Arthur Street and Everett Street. Weekday commuter rail and bus service is provided between approximately 5:00 a.m. and 11 p.m. Actual service times vary by route or line. As described in Section 15, subject to approval by the MBTA, the Proponent will make a transit subsidy payment to the MBTA to enhance commuter rail and bus route operations in the Allston/Brighton neighborhood, as described further in each individual PDA Development Plan.

14. Public Realm Improvements. The Master Project will provide the following public realm improvements in conjunction with the development of individual Buildings, as shown on Exhibit C, and as specified in more detail in the individual PDA Development Plans for each Building. The final dimensions, design, and construction of each of the improvements described below shall be subject to the BPDA's Design Review and the final approvals and issuance of permits from other public agencies as required:

a. Open Space

(i) Community Green. The design of the Community Green includes a dog park and landscaping, including a green buffer along its southern edge that provides a flexible design edge which could be incorporated into future expansions of open space by adjacent property owners. The Community Green is anticipated to be programmed by both passive and active uses, with the active uses including materials to allow for unstructured, creative play by children of all ages as well as adults. The Community Green will be maintained and programmed by the Proponent or a common area entity consisting of owners of the various

Buildings comprising the Master Project, which Buildings will be responsible for the costs to maintain and program the Community Green.

b. Local Streets and Transit. The Master Project will include significant, “up front” transportation and infrastructure improvements estimated at approximately \$20,000,000.00 to facilitate redevelopment of the PDA Area and surrounding sites with an interconnected, multi-modal street grid and will also include improvements and subsidies to public transit:

(i) Guest Street Extension. The Master Project includes plans to extend Guest Street from its current terminus at Arthur Street to Everett Street and new, signalized intersections at Arthur Street/Guest Street and at Everett Street/Guest Street. When constructed, Guest Street extension will be built to Complete Streets requirements and will include a separate bicycle lane, new MBTA bus stops and shelters, eastbound bus lane between Arthur Street and Everett Street, and generous sidewalks including landscaping and hardscaping.

(ii) East Street and West Street. As shown on **Exhibit H**, East and West Streets will connect Guest Street Extension and Braintree Street Extension. East and West Streets will include narrow roadway widths, defined pickup/drop-off zones and generous sidewalks including landscaping and hardscaping when constructed. East and West Streets will be renamed prior to construction in coordination with applicable agencies.

(iii) West Street Extension. West Street Extension will be constructed from Guest Street Extension southward to the Project Site’s boundary with Boston Volvo Village. West Street Extension initially will be used as a private access drive serving Building A, and has been designed to operate as a street in the future if necessary and appropriate.

(iv) Braintree Street Extension. Braintree Street will be extended from its current terminus at the Everett Street overpass along the rear of the PDA Area. Braintree Street extension will contain a separated bicycle lane and will also feature sidewalks providing enhanced connections to the Boston Landing commuter rail station. The Master Project will also provide bicycle racks and a Bluebike station.

(v) Braintree Street Connection. The Master Project will fund and implement, when appropriate and subject to receipt of necessary permits and approvals, including from third parties, a connection from Braintree Street Extension to the easterly curb of Arthur Street Extension at the northwesterly corner of the Project Site.

15. Other Public Benefits. The following public benefits will be provided with the construction of each Building, as applicable and set forth in the individual PDA Development Plans for each Building:

a. Housing. As described in this Master Plan and each of the PDA Development Plans, the Master Project includes the development of up to 868 residential units, including both for-sale and rental units. The Master Project intends to set aside units (for-sale and rental) as affordable units pursuant to, and the Master Project will be governed by, the Mayor's Inclusionary Development Policy as amended through the Mayor's Order Relative to Inclusionary Development dated December 9, 2015, (the "IDP"). Pursuant to the IDP, the Master Project is required to provide 13% on-site IDP Units. In addition to such 13% on-site IDP units, and as specified on Exhibit I, the Master Project will provide income restricted units in the Buildings so that the Master Project will have a blended affordable unit percentage in excess of the IDP requirement. Such additional income restricted units will be distributed between rental and for-sale units and will have income limits of 80%-120% of AMI, as described in more detail in the PDA Development Plans for each phase that includes residential units. Subject to the approval of the BPDA, the Proponent may satisfy the affordable housing requirement for individual residential buildings in whole or in part through the construction of income-restricted units reserved for City of Boston-certified artists.

The Proponent shall enter into a Master Affordable Housing Agreement with the BPDA for the entire Master Project, which shall provide for a separate Affordable Housing Agreement to be executed by the owner of each building containing residential units prior to issuance of a building permit for that building. Each building that includes residential uses shall provide the affordable housing units on site as required by the IDP

The individual PDA Development Plan(s) for a Building containing for-sale units will require that the Master Deed for such units have a recorded restriction requiring at least 70% owner-occupancy.

In order to address the concern for increased homeownership opportunities in the Allston-Brighton community, the Proponent will make a contribution, as further defined below, to the City of Boston Department of Neighborhood Development's Boston Home Center, or local partners which may include Brighton Marine and the Allston-Brighton Community Development Corporation ("CDC"). This contribution will deliver ownership housing opportunities on an expedited basis and will be evaluated over time with an ultimate goal of increasing homeownership in the community.

b. Allston Brighton Homeowner Fund. \$4,000,000.00 project wide contribution to the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability. The first two Buildings will contribute \$1,250,000.00 each upon issuance of building permit as an advance against the contributions of future Buildings, which Buildings will contribute \$750,000 each upon issuance of building permit for such Building.

c. Community/Artist Space. The Proponent will include an up to 10,000 sf space within Building B to be used as community and/or artist space.

d. Contribution to Parks Department. As set forth in each individual PDA Development Plan, each Building in the Master Project will contribute \$40,000.00 to the Parks Department (for a total of \$160,000.00) for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood such as Ringer Park.

e. Public Realm Fund. As set forth in each individual PDA Development Plan, each Building in the Master Project will contribute \$100,000.00 (for a total of \$400,000.00 Master Project-wide) to programs and initiatives to advance improvements to the Allston/Brighton community including;

(i) Allston-Brighton TMA Commitment. \$300,000 per Building (for a total of \$1,200,000 Master Project-wide) to fund Allston-Brighton shuttles and shuttle services in coordination with the Allston-Brighton TMA. The Proponent will work with the Allston-Brighton TMA to identify shuttle services that may be made available to the general community.

f. MBTA Subsidy Payments. The Proponent will make an approximately \$2,500,000 (Master Project-wide) subsidy payment to the MBTA to enhance bus and commuter rail operations for adjacent and nearby bus routes and the commuter rail.

g. Economic Benefits. The Master Project will generate significant economic activity and will create specific economic benefits to the City of Boston:

(i) New Tax Revenue. At full build-out, the Master Project is expected to generate approximately \$5,000,000 in annual property taxes, and approximately \$700,000 in annual sales taxes.

(ii) Jobs. The Master Project is anticipated to create approximately 2,500 new construction jobs and more than 2,000 new permanent jobs.

(iii) Linkage. The Master Project is expected to generate approximately \$4,000,000.00 in housing and jobs linkage funds to the City of Boston as currently designed. The Proponent will enter into a Master Development Impact Project Agreement with the BPDA and individual Building developers will enter into individual Development Impact Project Agreements, if such Building contains Development Impact Project Uses, as defined in Section 80B-7 of the Code, above 100,000 SF of GFA (such 100,000 SF of GFA exemption to be applicable once to the entire Master Project) to effectuate the terms of the Master Development Impact Project Agreement. As set forth in the Master Development Impact Project Agreement, the Housing Contribution Grant rate and the Jobs Contribution Grant rate shall be \$9.03 and \$1.78 per square foot of Gross Floor Area of Development Impact Uses, respectively. As required and allowed by Section 80B-7.4(a)(ii) of the Code, no less than twenty (20%) of the Housing Contribution Grant shall be

reserved by the Neighborhood Housing Trust for use in the area surrounding the Master Project, provided that the Neighborhood Housing Trust finds proposals for feasible housing projects that can be developed in such area. The Proponent will work with the Neighborhood Housing Trust and appropriate entities to identify feasible housing project in the Allston-Brighton neighborhood so that a higher percentage of the funds can be used in the vicinity of the Master Project.

16. Other Requirements.

a. Sustainable Design/Green Building

(i) Green Building. The Master Project will incorporate sustainable/green building design, construction, and operational measures so that each Building in the Master Project is LEEDv4 certifiable at a Silver Level, in compliance with Article 37, Green Buildings of the Code. The Proponent has developed pathways to potentially achieve higher levels of LEED certifiability, and intends to continue exploring the opportunities for Building B (office building) to achieve the LEED Core & Shell Gold or Platinum level, the grocery store to achieve the LEED Commercial Interior Gold level, and one or more of the three residential buildings (Building A, C, and D) to achieve the LEED New Construction Gold level. Specifics on LEED commitments will be described in the individual PDA Development Plans for each Building.

(ii) Stormwater. The Master Project will capture and infiltrate a volume of rainwater equal to 1.25" of rainwater over the impervious area of the applicable Block, in compliance with the BPDA Smart Utilities Policy and Boston Water and Sewer Commission requirements.

(iii) Energy Conservation/GHG Emissions Reductions. The Master Project will undertake various energy conservation and GHG emission reduction strategies:

- a) Reduction of overall annual energy consumption through the implementation of energy optimizing building design and systems, which would result in a reduction in stationary source CO₂ emissions when compared to a building design that meets the minimum building code requirements.
- b) Compliance with the Massachusetts Stretch Energy Code requirement to be 10% better than ASHRAE 90.1-2013.
- c) Provide 10% Electric Vehicle (EV) charging stations for non-short term parking spaces. An additional 15% of such spaces will be EV ready (for a total of 25%), to further reduce GHG emissions associated with vehicles. The project's Transportation Access Plan Agreement will incorporate annual monitoring that informs when, and how many, of the total 25% EV charging stations should be installed.

- d) Continue to evaluate building design and alternative energy options throughout design.
- e) Study the feasibility of a District Energy Microgrid system and incorporation of alternative energy options, including the use of fuel cell for the new grocery store in Building A.
- f) The Proponent will evaluate the feasibility of implementing passive housing principles into the design of Buildings A, B, C and D.
- g) On-Site Generation (Solar PV) Study and Roofs Constructed PV-Ready for those roofs for which Solar PV is feasible. Install rooftop Solar PV on Building A.

In addition to the above listed benefits, a comprehensive list of the specific mitigation measures for the Master Plan Project, noting the measures to be provided for each Building, is attached as **Exhibit I**.

17. **Development Review Procedures.** The Master Project is subject to Large Project Review under Section 80B of the Code. Final plans and specifications for any portion of the Master Project shall be subject to review and approval by the BPDA in accordance with the process described herein, which shall include review by the Boston Civic Design Commission, and further review by the BPDA of the schematic design, design development and construction drawings, pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code. Prior to the approval of a Certification of Compliance and a Certification of Consistency for each of the Buildings A, B, C and D or portions thereof pursuant to the respective Development Plans, the BPDA shall complete the following review process. At the time of review and approval of final plans and specifications for Buildings B, C and D, the developer of such buildings shall provide updates to the noise, wind and shadow studies included in the Draft Project Impact Report for review by the BPDA. If such updated studies require different or additional mitigation, such mitigation will be included in the Cooperation Agreement to be entered into for such Building. Because the Master Project is a phased project on which design development may proceed sequentially or simultaneously for certain Buildings, it is anticipated that final development review will occur at different times for separate Buildings.

- a. there shall be a pre-submission meeting by the Proponent with BPDA staff to initiate the process and review the proposed request,
- b. following the pre-submission meeting, the Proponent shall submit a building design review package for the applicable portion of the Master Project, which shall contain:
 - (i) schematic design documents, including a site plan, schematic building plans, open space and landscaping plans, and schematic roadway designs,
 - (ii) studies with respect to wind, shadow, solar glare, and daylight/skydome,
 - (iii) the most recent traffic monitoring reports for traffic generated by the Master Project,

- (iv) a LEED checklist for each building,
 - (v) drainage plans,
 - (vi) updated information regarding relevant utility infrastructure,
 - (vii) a description of the mitigation that will be provided with respect to each building in accordance with the approved mitigation schedule for the applicable building
 - (viii) a construction management plan regarding construction period impacts, and
 - (vi) a fact sheet summarizing the information contained in the building design review package.
- c. copies of the building design review package shall be provided for review to elected officials representing the Master Plan PDA Area, relevant City agencies, the Boston Civic Design Commission, and the Impact Advisory Group (the "IAG"),
 - d. the Proponent shall present the building design review package to the IAG and answer questions from the IAG, and the IAG shall have an opportunity to provide comments to the BPDA,
 - e. the time period for IAG members and community members to provide comments to the BPDA shall be at least 30 days following the IAG meeting, and
 - f. the BPDA shall complete its review of the schematic design and other submitted materials pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code.

The BPDA shall not approve issuance of the requested Certification of Consistency and Certification of Compliance until the foregoing process has been completed. The issuance of the Certification of Consistency and Certification of Compliance shall also be subject to further review by the BPDA of the design development and construction drawings for individual buildings pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code. Aspects of the Master Project may also require approvals of other governmental agencies, such as the City of Boston's Public Improvement Commission and the Boston Conservation Commission. No permits for any phase of the Master Project, as the same may be amended, shall be required from the Zoning Board of Appeals.

Given the scope of the proposed Master Project, and in light of the various reviews of the Master Project necessary to secure all required permits and approvals, the Proponent may seek to modify the Master Project. Proposed minor modifications to the Master Project will be subject only to the approval of the BPDA's Director under this Master Plan through issuance of a Certification of Consistency, without an amendment of this Master Plan or further BPDA action, unless the Director determines that the changes are not consistent with this Master Plan. Changes to the

amounts and/or timing of the funding contributions described in Section 15, or to the initiatives that those contributions will fund, shall be subject to the approval of the BPDA but shall not require an amendment to this Plan.

18. Other Approvals. The design of the individual buildings, public realm and open space will be subject to review by the Boston Civic Design Commission, and, as noted above, to further review and approval by the BPDA of the schematic design, design development and construction drawings, pursuant to the BPDA's Development Review Guidelines and Article 80B of the Zoning Code. Aspects of the Master Project may also require approvals of other governmental agencies or other entities and implementation of the improvements and mitigation described herein is subject to the receipt of necessary permits, approvals and agreements. No permits for any elements of the Master Project included in this Master Plan, as the same may be amended, shall be required from the Zoning Board of Appeals. In addition, each of the Buildings and improvements to be incorporated in them, will be subject to one or more PDA Development Plans submitted and approved in accordance with Article 80C of the Zoning Code.

19. Existing Interim Uses. Notwithstanding anything to the contrary in this Master Plan or in any PDA Development Plan adopted pursuant to this Master Plan, the PDA Area may be used for Interim Uses and may continue to be used for the Existing Interim Uses, including the building dimensions, number of parking spaces and loading bays that currently exist as depicted on Exhibit J, as may be modified during construction, until the later of (a) completion of (i) Building A and (ii) the public realm improvements associated with Building A, including but not limited to the extension of Guest Street and Braintree Street and the construction of East Street and West Street, or (b) demolition of the existing retail building. Upon approval of the BPDA, the existing retail building may be modified from time to time to accommodate construction of the Master Project, provided the existing building shall not increase in size above the existing approximately 100,000 SF of GFA.

Upon approval of the BPDA, the size, location and design of the parking areas and access thereto and number of existing parking spaces and loading bays may similarly be modified from time to time, relocated, and reduced in size or number. The existing or modified parking spaces may serve Building A uses during construction of subsequent phases. Upon approval of the BPDA, signage for the Existing Interim Uses may be modified from time to time to facilitate the modification of the existing building, uses, parking and access areas. Issuance of a Certificate of Consistency pursuant to Section 80C-8 of the Code shall conclusively establish consistency with this Master Plan notwithstanding any provision in Article 51 of the Code to the contrary and the provisions of this Master Plan shall be the only use, dimensional, parking, loading, design, and signage provisions applicable to the Existing Interim Uses or, as applicable, Interim Uses.

20. Effect of the Master Plan. This Master Plan sets forth the zoning for all elements of the Master Project for the PDA Area. Upon approval by the BPDA, each PDA Development Plan within the PDA Area that is consistent with this Master Plan will be presumed to be compliant and consistent with underlying zoning and all other provisions of the Code to the extent that such requirements have been addressed in this Master Plan or a subsequent PDA Development Plan.

Upon issuance of a Certification of Compliance and Certification of Consistency or partial certificates pursuant to Sections 80B-6 and 80C-8 of the Code, the buildings and other

improvements subject to the same shall be deemed to be in compliance with the dimensional, design and environmental requirements applicable to the Master Project as set forth in this Master Plan and the applicable PDA Development Plan and such Certification of Consistency constitutes compliance with the requirements of the Code to the extent such requirements have been addressed in this Master Plan. In order to implement the Master Project, new legal lots may be created and one or more may be leased or conveyed to be in separate ownership. Notwithstanding that legal lots may be in separate legal ownership and/or separated by streets, each separate Building shall be eligible for and may receive a Certification of Compliance and a Certification of Consistency. Noncompliance of any Building shall not affect compliance of any other Building for which a Certificate of Consistency has been issued, or the right to construct any other Building contemplated by this Plan.

21. Amendment of Master Plan. Any owner of an individual lot within the PDA Area may seek amendment of this Master Plan only as to such lot in accordance with the procedures prescribed by the Code without the consent of any other owner of land within the PDA Area, provided, however, that no such amendment shall affect the rights or obligations of any other owner of land in the Master PDA Area under this Master Plan or any agreements between the Proponent and the BPDA or other City agencies.

22. Miscellaneous. Unless otherwise set forth herein, all references to terms set forth in the Code shall have the meaning set forth in the Code, as amended to the effective date hereof, and not as the same may be amended hereafter, as affected herein.

Exhibit A

Legal Description

[see attached]

Legal Description –Allston Yards Total Parcel

A certain parcel of land, consisting of five lots, both registered and unregistered, owned now or formerly WJG Realty Company LLC, located north of North Beacon Street and west of Everett Street in the City of Boston (Allston), in the County of Suffolk, and the Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the southerly sideline of widened Guest Street and the westerly sideline of the described parcel; thence

N 58°59'34" E a distance of Twenty Three and Twenty Two Hundredths feet (23.22') to a point; thence

N 44°35'05" E a distance of One Hundred Fifteen and Twenty Seven Hundredths feet (115.27') to a point; thence

N 10°23'05" E a distance of Two Hundred Sixty Eight and No Hundredths feet (268.00') by Arthur Street Extension, to a point; thence

S 79°36'55" E a distance of Eight Hundred Forty Five and Ninety Nine Hundredths feet (845.99') by land Now or formerly Commonwealth of Massachusetts to a point; thence

S 14°44'23" W a distance of Ninety and Eighty Eight Hundredths feet (90.88') to a point; thence

N 79°36'55" W a distance of Seventy One and Seventy One Hundredths feet (71.71') to a point; thence

S 14°44'23" W a distance of Fifty and Fifteen Hundredths feet (50.15') to a point; thence

S 11°01'37" W a distance of Three Hundred Thirty Five and Seventy Nine Hundredths feet (335.79') to a point, the last two courses by the westerly sideline of Everett Street; thence

N 74°02'44" W a distance of Two Hundred and No Hundredths feet (200.00') to a point; thence

S 15°57'16" W a distance of One Hundred and No Hundredths feet (100.00') to a point, the last two courses by land now or formerly 52 Everett Street LLC; thence

N 74°00'19" W a distance of Forty Five and Eighty Eight Hundredths feet (45.88') to a point; thence

S 13°02'49" W a distance of Eighty Three and Eighty Five Hundredths feet (83.85') to a point; thence,

N 79°38'38" W a distance of Two Hundred Thirteen and Nineteen Hundredths feet (213.19') to a point, the last three courses by now or formerly Red Line Limit LLC; thence

N 69°06'58" W a distance of Twelve and No Hundredths feet (12.00') to a point; thence

N 20°53'02" E a distance of Nine and No Hundredths feet (9.00') to a point; thence

N 34°19'46" W a distance of Fourteen and Sixty One Hundredths feet (14.61') to a point, thence

- S 20°53'02" W a distance of Seventy Five and Thirty Hundredths feet (75.30') to a point, the last four courses by a "WAY"; thence
- N 03°59'25" W a distance of Eighty Four and Ninety Nine Hundredths feet (84.99') to a point; thence
- N 49°43'56" W a distance of Two Hundred Nine and Eighty Seven Hundredths feet (209.87') to a point; thence
- N 73°17'02" W a distance of Fifteen and Fifty Hundredths feet (15.50') to a point; thence
- N 88°17'21" W a distance of Eighty Seven and Eighty One Hundredths feet (87.81') to a point; thence
- S 16°47'08" W a distance of One Hundred Forty Five and Seventy Two Hundredths feet (145.72') to a point, the last five courses by now or formerly Hichborn Beacon LLC ; thence
- N 72°43'31" W a distance of Seventy One and Seventy Hundredths feet (71.70') by Hichborn Street to a point; thence
- N 08°01'44" E a distance of One Hundred Twenty Two and Twenty One Hundredths feet (122.21') by land now or formerly GPS Holdings LLC, to a point; thence
- S 88°17'21" E a distance of Thirty Eight and Sixty Nine Hundredths feet (38.69') to a point; thence
- Northerly and curving to the left along the arc of a curve having a radius of Two Hundred and No Hundredths feet (200.00'), a length of Eleven and Fifty One Hundredths feet (11.51') and a chord length of Eleven and Fifty One Hundredths feet (11.51') with a chord bearing of N 19°17'08" E to a point; thence
- N 17°38'13" E a distance of Thirty Nine and Sixty Hundredths feet (39.60') to a point; thence
- Northerly and curving to the left along the arc of a curve having a radius of Eighty and No Hundredths feet (80.00'), a length of Thirty Eight and Eighty Six Hundredths feet (38.86') to a point; thence
- N 10°11'53" W a distance of Twenty Eight and Fifty One Hundredths feet (28.51') to a point; thence
- N 58°59'34" E a distance of Forty One and Ten Hundredths feet (41.10') to the point of beginning, the last five courses by land now or formerly Railyard Residential, LLC.

Said parcel contains 460,026 square feet or 10.561 acres more or less.

Exhibit B

PDA Area

[see attached]

Exhibit C

Conceptual Site Plan

[see attached]

Exhibit D

Approved Uses for Each Phase

<u>Building</u>	<u>Approved Uses¹</u>
Building A	<ul style="list-style-type: none">• Residential Uses• Retail/Entertainment/Restaurant/Service Uses• Civic/Community Uses and Cultural Uses• Open Space Uses• Parking Uses
Building B	<ul style="list-style-type: none">• Office and Research Uses• Residential Uses• Retail/Entertainment/Restaurant/Service Uses• Civic/Community Uses and Cultural Uses• Open Space Uses• Interim Uses• Parking Uses
Building C	<ul style="list-style-type: none">• Office and Research Uses• Residential Uses• Retail/Entertainment/Restaurant/Service Uses• Civic/Community Uses and Cultural Uses Open Space Uses

¹ For the purposes of this Exhibit D, the Approved Uses listed below may include Accessory and Ancillary Uses listed on Exhibit E. Uses may be reallocated among the Buildings subject to the unit and sq. ft. maximums set forth herein.

	<ul style="list-style-type: none">• Open Spaces• Interim Uses• Parking Uses
Building D	<ul style="list-style-type: none">• Office and Research Uses• Residential Uses• Retail/Entertainment/Restaurant/Service Uses• Civic/Community Uses and Cultural Uses• Open Space Uses• Interim Uses• Parking Uses

Exhibit E

List of Allowed Uses in the PDA Area

Office and Research Uses

Office Uses

- Office of professional persons, not accessory to a main use;
- Real estate, insurance, financial service institution, or other agency or government office;
- Office building, post office, bank or similar establishment;
- Medical office, which includes walk-in clinic and/or urgent care
- Office/High-Tech/Research & Development/Lab including
 - Laboratories, small business incubators, and/or facilities for teaching and for theoretical, basic and applied research, product development and testing, prototype fabrication or production of experimental products; vivarium; the keeping of marine life or laboratory animals incidental to a research or development use; storage and office use accessory to a research or development use
 - Design, development, manufacture, compounding, packaging, processing, fabrication, altering, assembly, repairing, servicing, renting, testing, handling, or transfer of products as would be included in research and development uses or light industrial
- Flexible; communal, or short-term office space
- Incubator or maker space

Provided, however, that no laboratory classified by the U.S Centers for Disease Control as Biosafety Level 3 or 4 (“BSL-3” or “BSL-4”) shall be permitted.

Residential Uses

Residential Uses

- Multi-family residential uses (which may include compact units as defined by and pursuant to the Compact Unit Pilot (or whatever the valid governing policy is at the time of final design approval)); townhouses.
- Artists’ live-work use, which may include smaller unit sizes, flexible unit layouts, combined living and working spaces, and common space shared by residents occupying different units.
- Compact units, which may be included in any other type of residential use.

Retail/Entertainment/Restaurant/Service Uses

Local Retail/Services Uses

- Store primarily serving the local retail business or service needs of the neighborhood, including but not limited to chandlery, barber shop, beauty shop, shoe repair shop, self-service laundry, pick-up and delivery station of laundry or dry cleaner, tailor shop, hand laundry;

- Store retailing one or more of the following, but not limited to: food, baked goods, groceries, drugs, tobacco products, beer/wine/liquor, clothing, dry goods, books, film, video, art, flowers, paint, hardware, and small household appliances.
- Fitness Center, health club, gymnasium, tennis courts, swimming pool, or other recreational or fitness uses.
- Bank branch, post office.
- Sales office for Retail/Entertainment/Restaurant/Service Uses or Residential Uses allowed on the same Block or another Block.

General Retail Uses

- Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- Grocery store, including e-commerce grocery uses such as but not limited to pick-up facilities, distribution facilities subject to BPDA Design Review and approval (i.e., Peapod) or wareroom uses.

Restaurant Uses

- Lunchroom, restaurant, cafeteria, brew-pub and brewery, or other place for the service or sale of food or drink for on-premises consumption, including outdoor cafes;
- Place for sale and consumption of food and beverages (other than drive-in restaurants) providing dancing, live music, entertainment or all three;
- In a structure, sale over the counter, not wholly incidental to a local retail business or restaurant use, of food or drink prepared on premises for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out (other than drive-in restaurants).
- Pushcart food vendors.
- Alcoholic Beverage Manufacturing: including breweries, distilleries, wineries and attendant tasting rooms, bars, brew pubs or other on-premise or off-premise alcoholic beverage retail uses, with or without food service.

Entertainment Uses

- Movie theater
- Bowling alley
- Ice or roller skating rink
- Live music performance
- Recorded music performance
- Theatre
- Video game lounge
- Sports bar

Civic/Community Uses and Cultural Uses

Civic/Community Uses and Cultural Facilities

- Museum, gallery or historical exhibit open to public generally;
- Community center, community service facility, visitors' center;
- Daycare center.
- Exhibition hall, conference center, meeting facilities, auditorium.
- Place of Worship; monastery; convent; parish house.
- Artist's studio, Art Uses, Artists' Mixed Use.
- Library
- Community garden
- Adult education uses

Open Space Uses

Open Space/Recreational Uses

- Open space for active or passive recreational use or dedicated to the conservation of natural resources, including but not limited to parks, public gardens, dog parks and playgrounds; public recreational facilities; publicly accessible garden conservatories or botanical gardens.
- Parks, esplanades, boardwalks, and other pedestrian facilities that promote public use and enjoyment of the water and are located at or near the water's edge;
- Cultural, educational, research, or training facilities focused on open space uses;
- Pavilions open to the public and containing uses accessory to open space uses;
- Sale of food, beverage, and other products accessory to open space uses;
- Art, graphics, sculpture, and signage installations accessory to open space uses;
- Recreational events and other programming accessory to open space uses including fitness classes, movie screenings, music concerts, theatre performances, pop-up retail and restaurant uses and public market.

Interim Uses

Interim Uses: After demolition of the Existing Interim Uses, the following interim uses are allowed:

- Parking to serve other Buildings in the Master Plan, which may exist pending redevelopment of a Building on the land which such parking is located.
- Construction/laydown space to facilitate construction of other Buildings in the Master Plan
- Temporary event activation uses, including
 - Markets
 - Pop-Up Events, Retail and Restaurant Uses
- Temporary Signage

- Open Space Uses

Public Infrastructure Uses

Infrastructure Uses

- One or more co facilities for the generation of electricity, heat, and/or cooling.
- Public Services Uses
- Public service substation, automatic telephone exchange, fire station, police station;
- Cable conduit, pipeline crossing, stormwater outlet, or other similar utility structure.
- Transportation Uses
- Public transportation facility, bus station, subway or trolley station.

Parking Uses

- Public parking
- Parking garage, including car-sharing and or bicycle-sharing service
- Parking to serve other Buildings in the Master Plan, notwithstanding the limitations and restrictions of Article 10

Accessory and Ancillary Uses

- Any of the following uses accessory or ancillary to an allowed use, subject to the limitations and restrictions of Article 10:
 - any use accessory or ancillary to, and ordinarily incident to, a lawful main use; provided that such use is not specifically forbidden in the district; and provided further that any such use shall be subject to the same restrictions, conditions, limitations, provisos and safeguards as the use to which it is accessory;
 - an office, within a main building, of an accountant, architect, attorney, dentist, physician, real estate agent, or other professional person who resides in such building;
 - an occupation for profit customarily carried on in a dwelling unit by a person residing therein provided that such occupation is carried on in a main building and requires only equipment ordinarily incident to a dwelling unit and that no nonresident help is employed and that there is no trading in merchandise;
 - the keeping of marine life or laboratory animals incidental to a lawful educational, research center, aquarium, or institutional use;
 - as accessory uses to office uses, restaurants, cafeterias, conference or meeting facilities for use by employees, visitors, and others and incidental to the operation of the office use;
 - as accessory to residential uses, leasing, maintenance, recreational or entertainment facilities for use by residents, visitors, and others and incidental to the operation of the residential use.
 - the storage of flammable liquids and gases incidental to a lawful use;
 - permanent dwellings for personnel required to be resident on a Lot for the safe and proper operation of a lawful main use;
 - day care center;
 - health club facility, tennis court, swimming pool;

- roof deck or outdoor terrace;
 - Storage lockers, bike storage, parcel pick-up areas.
- Parking garage, including car-sharing and/or bicycle-sharing service.
- On-street parking.
- Valet parking operations.
- Ancillary parking.

Exhibit F

Building	Maximum Build Out (SF of GFA)*	Maximum Building Height (ft)**	Maximum FAR***
A	250,000	85	N/A
B	370,500	188	N/A
C	342,000	232	N/A
D	266,000	167	N/A
Total	1,228,500	N/A	2.67

* The approximate SF of GFA by use in each Building shall be set forth in the individual PDA Development Plan for each Building and excludes SF for required parking and loading described herein. However, uses may be reallocated among Buildings and the GFA of uses may be increased or lowered in each Building subject to the overall Maximum Build Out for each Building, as affected by Section 9 of this Master Plan.

** Maximum Building Height shall be measured in accordance with Article 2A of the Code. Roof structures, decks, penthouses, penthouse mechanicals and equipment may be located on the roof of buildings (including for the purpose of implementing solar and green energy concepts such as solar panels and green roof areas) above the Maximum Building Height, of such Building, subject to design review and approval by the BPDA.

*** When calculating maximum FAR, the denominator shall be the PDA Area as described herein as of the approval of the Master Plan and the numerator shall be the GFA on the entire Master Project Site calculated excluding parking and loading areas required to meet the parking and loading requirements described herein which shall be required parking and excluded in the calculation of FAR.

Exhibit G

Open Space and Programming, Public Realm Improvements,
Urban Open Space and Buffer Space

[see attached]

Exhibit H

Vehicular, Bicycle and Pedestrian Circulation Patterns

[see attached]

Exhibit I

Mitigation Measures Provided for Each Phase

Building	Mitigation
Building A	<ul style="list-style-type: none">• 13% on-site affordable IDP units• Development Impact Project Exactions (if and to the extent 100,000 SF of Development Impact Project Uses have previously been constructed in the Master Project)• New Public Street Grid²<ul style="list-style-type: none">• New Everett/Guest Intersection• New Arthur/Guest Intersection• New Guest Street Extension, Braintree Street Extension, New East and West Streets, including bicycle and pedestrian infrastructure• Widened sidewalk on the west side of Everett Street adjacent to Building B parcel• New municipal water, sewer, stormwater, lighting and other infrastructure• Enhanced connections to Boston Landing Station• New bus stops for Route 64 bus and transit signal priority• Bluebike Station• Total MBTA Operational Subsidy of approximately \$288,393 commencing upon issuance of building permit payable over 15 years• Membership in Allston-Brighton TMA, including shuttle and shuttle service commitments noted below• Electric Vehicle Spaces as described in Section 16(a)(iii)(c)

² The New Public Street Grid and Community Green are estimated to cost approximately \$20,000,000.00 to construct.

	<ul style="list-style-type: none"> • Approximately one-acre Community Green with dog park and wi-fi access • Contribution of \$40,000.00 to the Parks Department at issuance of the Certificate of Occupancy for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood. • Total \$1,650,000 contribution to programs and initiatives to advance improvements in the Allston/Brighton Community as follows: <ul style="list-style-type: none"> ○ \$100,000 contribution to Public Realm Fund payable over 10 years commencing upon issuance of the Certificate of Occupancy ○ \$1,250,000.00 contribution to the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability ○ \$300,000 contribution to fund Allston-Brighton shuttles and shuttle services in coordination with the Allston-Brighton TMA upon issuance of the Certificate of Occupancy. This capital and operational commitment will be paid out over ten (10) years commencing upon issuance of the Certificate of Occupancy. • Fuel cell for Stop & Shop • I/I payment to BWSC estimated at \$288,805
Building B	<ul style="list-style-type: none"> • 13% on-site affordable IDP units, if and to the extent Building B contains residential units • In addition to 13% on-site affordable IDP units, 5% on-site affordable units at 80%-120% AMI for any residential units located in such Building, if and to the extent Building B contains residential units

	<ul style="list-style-type: none"> • Development Impact Project Exactions (if and to the extent 100,000 SF of Development Impact Project Uses have previously been constructed in the Master Project) • Total MBTA Operational Subsidy of approximately \$ \$726,206 commencing upon issuance of building permit payable over 15 years • Membership in Allston-Brighton TMA, including shuttle and shuttle service commitments noted below • Electric Vehicle Spaces as described in Section 16(a)(iii)(c) • Contribution of \$40,000.00 to the Parks Department at issuance of the Certificate of Occupancy for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood • Total \$1,650,000 contribution to programs and initiatives to advance improvements in the Allston/Brighton Community as follows: <ul style="list-style-type: none"> ○ \$100,000 contribution to Public Realm Fund payable over 10 years commencing upon issuance of the Certificate of Occupancy ○ \$1,250,000.00 contribution to the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability ○ \$300,000 contribution to fund Allston-Brighton shuttles and shuttle services in coordination with the Allston-Brighton TMA upon issuance of the Certificate of Occupancy. This capital and operational commitment will be paid out over ten (10) years commencing upon issuance of the Certificate of Occupancy. • I/I payment to BWSC estimated at \$319,566
Building C	<ul style="list-style-type: none"> • 13% on-site affordable IDP units

	<ul style="list-style-type: none"> • In addition to 13% on-site affordable IDP units, 5% on-site affordable units at 80%-120% AMI for any residential units located in such Building • Unless constructed as part of a prior phase, and if the final residential Building, units in the Building (if any) will be designated as for-sale units in the amount of the lesser of 110 units or 12% of the total units previously constructed and/or planned for the Master Project. The PDA Development Plan for Building C will require that the Master Deed for for-sale units have a recorded restriction requiring at least 70% owner-occupancy. • Development Impact Project Exactions (if and to the extent 100,000 SF of Development Impact Project Uses have previously been constructed in the Master Project) • Total MBTA Operational Subsidy of approximately \$752,967 commencing upon issuance of building permit payable over 15 years • Membership in Allston-Brighton TMA, including shuttle and shuttle service commitments noted below • Electric Vehicle Spaces as described in Section 16(a)(iii)(c) • Contribution of \$40,000.00 to the Parks Department at issuance of the Certificate of Occupancy for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood • Total \$1,150,000 contribution to programs and initiatives to advance improvements in the Allston/Brighton Community as follows: <ul style="list-style-type: none"> ○ \$100,000 contribution to Public Realm Fund payable over 10 years commencing upon issuance of the Certificate of Occupancy ○ \$750,000.00 contribution to the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability
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	<ul style="list-style-type: none"> ○ \$300,000 contribution to fund Allston-Brighton shuttles and shuttle services in coordination with the Allston-Brighton TMA upon issuance of the Certificate of Occupancy. This capital and operational commitment will be paid out over ten (10) years commencing upon issuance of the Certificate of Occupancy. ● I/I payment to BWSC estimated at \$626,793
Building D	<ul style="list-style-type: none"> ● 13% on-site affordable IDP units ● In addition to 13% on-site affordable IDP units, 5% on-site affordable units at 80%-120% AMI for any residential units located in such Building ● Unless constructed as part of a prior phase, and if the final residential Building, units in the Building (if any) will be designated as for-sale units in the amount of the lesser of 110 units or 12% of the total units previously constructed and/or planned for the Master Project. The PDA Development Plan for Building D will require that the Master Deed for for-sale units have a recorded restriction requiring at least 70% owner-occupancy. ● Development Impact Project Exactions (if and to the extent 100,000 SF of Development Impact Project Uses have previously been constructed in the Master Project) ● Total MBTA Operational Subsidy of approximately \$624,786 commencing upon issuance of building permit payable over 15 years ● Membership in Allston-Brighton TMA, including shuttle and shuttle service commitments noted below ● Electric Vehicle Spaces as described in Section 16(a)(iii)(c) ● Contribution of \$40,000.00 to the Parks Department at issuance of the Certificate of Occupancy for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood

	<ul style="list-style-type: none">• Total \$1,150,000 contribution to programs and initiatives to advance improvements in the Allston/Brighton Community as follows:<ul style="list-style-type: none">○ \$100,000 contribution to Public Realm Fund payable over 10 years commencing upon issuance of the Certificate of Occupancy○ \$750,000.00 contribution to the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability○ \$300,000 contribution to fund Allston-Brighton shuttles and shuttle services in coordination with the Allston-Brighton TMA upon issuance of the Certificate of Occupancy. This capital and operational commitment will be paid out over ten (10) years commencing upon issuance of the Certificate of Occupancy.• I/I payment to BWSC estimated at \$488,603
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Exhibit J

Existing Interim Uses

[see attached]

[_____], 2019

**BOSTON REDEVELOPMENT AUTHORITY
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY**

**BUILDING A DEVELOPMENT PLAN
FOR
PLANNED DEVELOPMENT AREA NO. []**

ALLSTON YARDS, 60 EVERETT STREET, ALLSTON

DATED: [_____, __, 2019]

1. Development Plan. In accordance with Section 3-1A, Sections 51-44 through 51-49, and Article 80C of the Boston Zoning Code (as in effect on the date hereof, the “Code”), and that certain Master Plan for Planned Development Area No. [] (the “**Master Plan**”), for the proposed redevelopment (the “**Master Project**”) at an existing site commonly known as 60 Everett Street in the Allston neighborhood of Boston (the “**Master Plan PDA Area**”), this Development Plan for Planned Development Area No. [] (the “**Development Plan**”) sets forth the proposed location and appearance of structures, densities and dimensions of structures, proposed uses, open spaces and landscaping; proposed traffic circulation, parking and loading facilities, and access to public transportation for Building A of the Master Project (the “**Building A Project**”) within an approximately 127,600 sq. ft. (2.93 acres) portion of the larger Master Plan PDA Area, which includes a new approximately one-acre Community Green (as defined in Section 3) (the “**Building A Project Site**”) as described in the legal description attached as Exhibit A hereto, and as shown on the plan attached hereto as Exhibit B. This Development Plan also describes proposed pedestrian and bicycle circulation, public benefits, sustainability measures and green building designs, and signage for the Building A Project.

The Master Project, including the Building A Project, has completed review under Article 80B of the Code and will follow the Development Review Procedures outlined in Section 15 of this Development Plan. A Project Notification Form for the Master Project was filed with the Boston Redevelopment Authority, doing business as the Boston Planning & Development Agency (the “**BPDA**”) on January 22, 2018. The BPDA issued a Scoping Determination for the Master Project (including the Building A Project) under Section 80B of the Code on August 3, 2018. A joint Expanded Environmental Notification Form/Draft Project Impact Report for the Master Project (including the Building A Project) was subsequently filed with the BPDA on February 22, 2019 (the “**DPIR**”). A response to comments on the DPIR was filed with the BPDA on _____, 2019. A Preliminary Adequacy Determination waiving the requirement for a Final Project Impact Report was issued by the BPDA on [_____, 2019]. Following the public review process and the BPDA’s approval of the Master Project pursuant to Article 80B of the Code, and based upon that process and the approval of this Development Plan, final plans and specifications for the Building A 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 and compliance with this Development Plan.

This Development Plan consists of [] ([]) pages of text and Exhibits []. All references herein to this Development Plan refer to such pages and exhibits.

2. The Proponent. The proponent of this Master Plan is Stop & Shop Supermarket Company LLC (“**Stop & Shop**”) with New England Development as Master Developer (together, as appropriate, and collectively with its affiliates and their respective successors and assigns, the “**Proponent**”). An affiliate of Stop & Shop, WJG Realty Company, LLC is the current owner of the PDA Area and the entire Master Project.

3. General Description of the Project. This Development Plan sets forth information regarding the Building A Project, which includes construction of up to 176 residential units, (which may include compact units as described in the City’s Compact Living Policy dated October 11, 2018), up to 87,200 square feet (“**SF**”) of Gross Floor Area (“**GFA**”) for a new Stop & Shop and other retail, entertainment, restaurant and/or service space or other space for uses or accessory uses, including parking, within the Building A Project Site. The Building A Project will include a new approximately one-acre public open space (“**Community Green**”) and significant “up front” transportation and infrastructure improvements totaling \$20,000,000.00, as well as other mitigation, as set forth herein.

The Building A Project is anticipated to be the first phase of the Master Plan which has been reviewed and approved by the BPDA. The Master Plan contemplates the construction of four (4) buildings and related infrastructure, as part of a phased redevelopment of the Master Plan PDA Area. The Building A Project is anticipated to be constructed in phases, each of which may have subphases, as more particularly described on Exhibit J. A Certificate of Occupancy for Building A can issue upon the completion of Phase IA as described on Exhibit J. The Proponent intends to redevelop a site currently occupied by a Stop & Shop and other retail uses, approximately 450 parking spaces and no open space with a transit-oriented development consisting of residential, office, restaurant, fitness and retail uses and the Community Green and other public amenities. At full build, the approved Master Project will include up to 868 residential units; up to 350,000 SF of GFA of office use; up to 67,000 SF of GFA of grocery use; and up to 50,000 SF of GFA of retail/entertainment/restaurant/service uses.

4. Proposed Location and Appearance of Structure. The location and appearance of the building that will be constructed as part of the Building A Project (“**Building A**”) will be generally consistent with the plans attached hereto as Exhibit C, but the architectural details of Building A will be presented as part of the BPDA’s design review as described in Section 15. Final plans and specifications for the Building A Project will be submitted to the BPDA for certification as to consistency with this Development Plan.

Building A is influenced by its unique location and relationship both to Guest Street Extension and the Community Green. Building A is broken into two expressions including a retail podium and residential bar above it. The podium architecture follows the gentle curve of Guest Street Extension and is articulated allowing views into and out of the retail spaces. Entries to the retail tenants occur mid-block and at the corner of Guest Street Extension and West Street Extension. The residential lobby is located directly across from the Community Green, creating an active yet quiet liner use fronting the Community Green.

The upper residential floors are set back from the Guest Street Extension podium, allowing the retail to engage the sidewalk and allow more sun to reach the ground along the north side of the building. The massing is flush along West Street Extension and the Community Green, allowing residents on the upper levels to have views and a clear relationship to the public open space. The Community Green-facing façade will be expressed through a variety of design elements.

5. Densities and Dimensions of Structure. The Building A Project consists of Building A as shown on Exhibit C, which shall have the maximum building height and Gross Floor Area as more specifically set forth in Exhibit D. In acknowledgement of the likelihood that parking demand may decrease over the life of Building A, in the event that the Proponent converts space within the parking garage to uses constituting Gross Floor Area, or uses accessory thereto, the maximum Gross Floor Area shown on Exhibit D for the Building A Project shall be deemed automatically increased by the area of such converted space, and the total permitted Gross Floor Area for the Building A Project Site and for the Master Plan PDA Area shall be increased accordingly.

Exhibit E shows the anticipated locations and dimensions of planned streets and sidewalks, but the final dimensions and design of such streets and sidewalks, and other publicly-accessible improvements, will be subject to BPDA Design Review and the approval required of the City of Boston and other public agencies.

At the Proponent's request, with the approval of the BPDA through issuance of a Certification of Consistency, unused Gross Floor Area allowed as part of any other phase of the Master Project may be included in the Building A Project and any unused Gross Floor Area of the Building A Project may be reallocated to and included as part of any other phase of the Master Project, provided that the Total GFA in any Building may not be increased by more than 10% above the Maximum Build Out shown on Exhibit D without an amendment of the Master Plan and this PDA Development Plan as may be determined by the BPDA. Provided further that any change of use within Building A by more than 10% of the total GFA may also require an Amendment to this Development Plan as determined by the BPDA. Building A shall be in compliance with this Plan provided that the Gross Floor Area of Building A does not exceed by more than ten percent (10%) the maximum Gross Floor Areas approved by this Plan. Overall PDA Area-wide Gross Floor Area will not exceed 1,212,500 SF nor a Floor Area Ratio ("FAR") for the full Master Project of up to 2.64, except as affected by the conversion of garage space to usable space as provided herein or in the Master Plan. Proposed changes to Gross Floor Area that exceed the above-referenced 10% for the Building A Project will require an amendment to this Plan. "Gross Floor Area" (or GFA as used herein) shall have the meaning set forth in Article 2A of the Code and also shall exclude below-grade space, parking, loadings, ramps, mechanical and elevator space and shafts, and storage space. This Development Plan shall supersede the otherwise applicable dimensional, design and other requirements of the Code (including without limitation the provisions set out in Sections 51-19 to 21 and 51-51 to 57), which shall not be applicable to the Building A Project Site.

6. Proposed Uses. All or portions of the Building A Project Site are currently used for surface parking, access drives and signage, and such uses on Building A Project Site will be allowed until development commences on the Building A Project Site in accordance with this Plan.

Notwithstanding anything herein to the contrary, the Existing Interim Uses, as such term is defined in Section 19 of the Master Plan, shall be allowed as set forth in such Section.

The Project is being developed as a mixed-use project. **Exhibit F** lists the approved uses for the Building A Project. In addition to the uses described on **Exhibit F**, uses allowed by underlying zoning are allowed within the Building A Project Site. **Exhibit G** lists the allowed uses and use categories for the Master Plan PDA Area, which uses are allowed as either main, accessory, ancillary or interim uses, provided that the uses are approved pursuant to **Exhibit F** or as otherwise provided in this paragraph. The Accessory, Ancillary and Interim Uses listed on **Exhibit G** are allowed for the Building A Project if they are accessory or ancillary to a main use allowed by **Exhibit F** or otherwise provided in this paragraph. Material deviations from the uses listed on **Exhibit F** shall require the approval of the BPDA's Board of Directors and an amendment to this Plan. The placement and maintenance of rooftop wireless communications and other telecommunications equipment such as antennae, dishes, equipment mounting, and equipment mounting structures and rooftop energy equipment such as solar panels and equipment shall be allowed, subject only to design review by the BPDA.

7. **Open Space and Landscaping.** The Building A Project includes the construction of an approximately one-acre Community Green as shown on **Exhibit H**, which includes a dog park and a green buffer along its southern edge that provides a flexible design edge which could be incorporated into future expansions of open space. The Community Green will be restricted from further development, except for the limited emergency egress stairs and other elements depicted on the plans to be approved for Building A providing egress from the Building A below-grade garage which will be built below the Community Green. The Community Green will be maintained and programmed by the Proponent or a common area entity consisting of owners of the various Buildings comprising the Master Plan. The Proponent, or developer of Building A, as appropriate, will grant an easement to the BPDA, or other appropriate government entity, prohibiting further development of the Community Green, ensuring public access to the Community Green, describing maintenance and repair obligations, and allowing for the adoption of reasonable rules and regulations by the grantor.

8. **Traffic Circulation.** The Building A Project includes the construction of a multi-modal street grid that will connect the Building A Project, the Master Project and the adjacent Boston Landing Project to one another and to the larger Allston neighborhood. In order to create this street grid as shown on Exhibit B and connect these areas, Guest Street and Braintree Street will be extended, East Street and West Street will be constructed, the intersection of Arthur Street and Guest Street will be completed and a new intersection at Everett Street and Guest Street will be constructed. The phasing and sub-phasing of such improvements is described in **Exhibit J**.

Guest Street will be extended to provide an east-west street that runs across the Master Plan PDA Area and connects the Building A Project, the Master Project and Boston Landing to the larger Allston neighborhood. Braintree Street will also be extended to accommodate connections to Cambridge Street to the east. As shown on **Exhibit B**, New East Street and West Street will provide north-south streets that connect Guest Street to Braintree Street, enhance pedestrian area, and provide enhanced access to the Boston Landing MBTA commuter rail station. Completion of the Arthur Street and Guest Street intersection and construction of the Everett Street and Guest Street intersection require construction of new traffic signals, installation of new ADA-compliant

pedestrian signals and implementation of transit signal priority measures included in signal operation at both locations in order to enhance the pedestrian, bicycle and vehicle experience. West Street Extension will be constructed from Guest Street southward to the Project Site's boundary with Boston Volvo Village. West Street Extension initially will be used as a private access drive serving Building A, and has been designed to operate as a street in the future if necessary and appropriate. A bus lane will operate between Arthur Street and Everett Street on Guest Street. The Proponent shall comply with the Boston Bicycle Parking Guidelines for provisions of short term and employee/resident bicycle parking, to be reviewed and approved by the Boston Transportation Department ("BTD"). At the Proponent's request, the BPDA may approve changes in the location and/or dimensions of the proposed roadways, bus lane, bicycle and pedestrian paths provided that such changes are consistent with the character of the Master Project. Specific road, sidewalk and bicycle lane locations and layouts will be developed in consultation with the Boston Transportation Department, BPDA and Public Improvement Commission for Building A and, once approved, will be deemed consistent with this Development Plan and the Master Plan.

Pursuant to the Master Transportation Improvement Agreement to be entered into by the Proponent and BTD, the owner of Building A shall enter into a separate Transportation Access Plan Agreement with BTD prior to the issuance of a Certification of Compliance and a Certification of Consistency pursuant to Article 80B and 80C.

9. Proposed Parking and Loading. As currently contemplated, the Building A Project's parking garage will include capacity for the parking of approximately 310 vehicles. As part of the traffic circulation improvements, the Proponent will construct approximately 24 parking spaces along the streets to be constructed together with the Building A Project although such 24 on-street parking spaces shall not be required parking for the Building A Project or any other building within the Master Project. Such on-street parking will be publicly available and used to support the retail, restaurant and other uses in the Master Plan. The location, design and number of such on-street parking spaces is subject to the approval of the BPDA. Building A will have its own loading areas and loading bays. The Building A Project's parking and loading facilities and traffic circulation shall be subject to design review and approval by the BPDA prior to the issuance of a Certification of Compliance and a Certification of Consistency, and the parking and loading facilities and traffic circulation approved for the building as part of such review shall be deemed to be in compliance with this Development Plan upon issuance of a Certification of Compliance and Certification of Consistency pursuant to Sections 80B-6 and 80C-8 of the Code, respectively. All other traffic, loading and circulation requirements of the Code shall not be applicable to the Building A Project and the Building A Site and are superseded by this Development Plan.

10. Access to Public Transportation. The Master Plan PDA Area and Building A Project Site are currently well served by ten (10) Massachusetts Bay Transportation Authority ("MBTA") bus routes and the Boston Landing MBTA commuter rail station. Subject to the approval of the MBTA and other public agencies, the Building A Project will include the slight rerouting of the Route 64 bus down Guest Street extension to Everett Street and the construction of two new bus shelters. A new bus lane will be operational on Guest Street between Arthur Street and Everett Street. As part of development of the Master Project, the Proponent has agreed to install transit signal priority improvements, construct new connections to the Boston Landing MBTA commuter rail station, including a new BlueBike station and secure bike rack along

Braintree Street, and participate in the Allston-Brighton TMA. These improvements will benefit the residents and employees of the Building A Project, Master Project, Boston Landing, and the larger Allston neighborhood that utilize the Boston Landing MBTA commuter rail station, the 64 bus route, and other public transportation serving the area. As described in **Exhibit I**, subject to approval by the MBTA, the Proponent will make a transit subsidy payment to the MBTA to enhance commuter rail and bus route operations in the Allston/Brighton neighborhood.

11. **Housing.** The Building A Project includes the development of up to 176 new residential units (which may include compact units as described in the City's Compact Living Policy dated October 11, 2018), including thirteen (13%) affordable units under the Mayor's Inclusionary Development Policy housing program under the Mayor's Order Relative to Inclusionary Development dated December 9, 2015 (the "IDP"). Pursuant to the Master Affordable Housing Agreement to be entered into by the Proponent and the BPDA with respect to the Master Project, the owner of Building A shall enter into a separate Affordable Housing Agreement with the BPDA prior to the issuance of a Certification of Compliance and a Certification of Consistency pursuant to Article 80B. The required affordable housing units may be provided on-site as required by the IDP, or subject to the approval of the BPDA may be redistributed to other buildings within the Master Plan PDA Area.

12. **Signage.** The signage program for the Building A Project shall be subject to design review by the BPDA, and any "Sign" that is approved by the BPDA shall be deemed to be in compliance with this Development Plan.

13. **Public Benefits.**

The following public benefits will be provided with the construction of the Building A Project.

- a. Public realm improvements including open space and transportation infrastructure improvements described in Section 14.a of the Master Plan and **Exhibit I**.
- b. \$1,250,000.00 contribution to fund the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability.
- c. Contribution to Parks Department. Building A will contribute \$40,000 to the Parks Department for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood.
- d. Public Realm Fund. Building A will contribute \$400,000.00 to programs and initiatives to advance improvements to the Allston/Brighton community including:
 - (i) \$100,000.00 to a Public Realm Fund managed by the Public Realm Fund Management Entity, as defined in the Master Plan, with funds

made available on a grant basis to local non-profits and organizations or governmental entities for public realm improvements and programs in the Allston/Brighton community;

- (ii) \$300,000.00 to the Alston-Brighton TMA as a capital commitment to augment and fund shuttle and shuttle services provided by the Allston-Brighton TMA.

e. Sustainable Design/Green Building

- (i) Green Building. The Building A Project will incorporate sustainable/green building design, construction, and operational measures so that the Building A Project is LEEDv4 Silver certifiable, in compliance with Article 37, Green Buildings of the Code.3. The Proponent has developed pathways to potentially achieve higher levels of LEED certifiability, and intends to continue exploring the opportunities for the grocery store to achieve the LEED Commercial Interior Gold level, and one or more of the three residential buildings (Building A, C, and D) to achieve the LEED New Construction Gold level.
- (ii) Stormwater. The Building A Project will capture and infiltrate a volume of rainwater equal to 1.25” of rainwater over the impervious area of the Block, in compliance with the BPDA Smart Utilities Policy and Boston Water and Sewer Commission requirements.
- (iii) Energy Conservation/GHG Emissions Reductions. The Building A Project will undertake various energy conservation and GHG emission reduction strategies:
 - a) Reduction of overall annual energy consumption through the implementation of energy optimizing building design and systems, which would result in a reduction in stationary source CO2 emissions when compared to a building design that meets the minimum building code requirements.
 - b) Compliance with the Massachusetts Stretch Energy Code requirement to be 10 percent better than ASHRAE 90.1-2013.
 - c) Provide 10% Electric Vehicle (EV) charging stations for non-short term uses. An additional 15% of such space will be EV ready (for a total of 25%), to further reduce GHG emissions associated with vehicles. The project’s Transportation Access Plan Agreement will incorporate annual monitoring that informs when, and how many, of the EV charging stations should be installed.

- d) Continue to evaluate building design and alternative energy options throughout design.
- e) Study the feasibility of a District Energy Microgrid system and incorporation of alternative energy options, including the use of fuel cell for the new grocery store in Building A.
- f) The Proponent will evaluate implementation of passive housing principles into the design of Building A.
- g) On-Site Generation (Solar PV) Study and Roofs Constructed PV-Ready.
- h) Install rooftop Solar PV on Building A.

In addition to the above listed benefits, a comprehensive list of specific mitigation measures for the Building A Project is attached as **Exhibit I**.

14. **Development Review Procedures**. Building A is subject to Large Project Review under Section 80B of the Code. Final plans and specifications for Building A shall be subject to review and approval by the BPDA in accordance with the process described below, which shall include review by the Boston Civic Design Commission, and further review by the BPDA of the schematic design, design development and construction drawings, pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code. Prior to the approval of a Certification of Compliance and a Certification of Consistency for Building A, or portions thereof pursuant to this Development Plans, the BPDA shall complete the following review process. At the time of review and approval of final plans and specifications for Building A, the developer shall provide updates to the noise, wind and shadow studies included in the Draft Project Impact Report for review by the BPDA. If such updated studies require different or additional mitigation, such mitigation will be included in the Cooperation Agreement to be entered into for the Building. Final plans and specifications for Building A will be subject to the following:

- a. there shall be a pre-submission meeting by the Proponent with BPDA staff to initiate the process and review the proposed request,
- b. following the pre-submission meeting, the Proponent shall submit a building design review package for the applicable portion of the Master Project, which shall contain:
 - (i) schematic design documents, including a site plan, schematic building plans, open space and landscaping plans, and schematic roadway designs,
 - (ii) studies with respect to wind, shadow, solar glare, and daylight/skydome,
 - (iii) the most recent traffic monitoring reports for traffic generated by the Master Project,
 - (iv) a LEED checklist for each building,
 - (v) drainage plans,

- (vi) updated information regarding relevant utility infrastructure,
 - (vii) a description of the mitigation that will be provided with respect to each building in accordance with the approved mitigation schedule for the applicable building
 - (viii) a construction management plan regarding construction period impacts, and
 - (vi) a fact sheet summarizing the information contained in the building design review package.
- c. copies of the building design review package shall be provided for review to elected officials representing the Master Plan PDA Area, relevant City agencies, the Boston Civic Design Commission, and the Impact Advisory Group (the "IAG"),
 - d. the Proponent shall present the building design review package to the IAG and answer questions from the IAG, and the IAG shall have an opportunity to provide comments to the BPDA,
 - e. the time period for IAG members and community members to provide comments to the BPDA shall be at least 30 days following the IAG meeting, and
 - f. the BPDA shall complete its review of the schematic design and other submitted materials pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code.

The BPDA shall not approve issuance of the requested Certification of Consistency and Certification of Compliance until the foregoing process has been completed. The issuance of the Certification of Consistency and Certification of Compliance shall also be subject to further review by the BPDA of the design development and construction drawings for individual buildings pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code. Aspects of the Master Project may also require approvals of other governmental agencies, such as the City of Boston's Public Improvement Commission and the Boston Conservation Commission. No permits for any phase of the Master Project, as the same may be amended, shall be required from the Zoning Board of Appeals.

The Proponent may seek to modify Building A. Proposed minor modifications to Building A will be subject only to the approval of the BPDA's Director under this Development Plan through issuance of a Certification of Consistency, without an amendment of this Development Plan or Master Plan or further BPDA action, unless the Director determines that the changes are not consistent with this Development Plan and Master Plan. Changes to the amounts and/or timing of the funding contributions described in Section 15, or to the initiatives that those contributions will fund, shall be subject to the approval of the BPDA but shall not require an amendment to this Plan.

The Building A Project is subject to Large Project Review under Section 80B of the Code. Final plans and specifications for any portion of the Building A Project shall be subject to review and approval by the BPDA in accordance with its Development Review Procedures.

15. The BPDA has approved the conceptual plans attached hereto as **Exhibit C**. The BPDA's approval of final plans and specifications shall confirm their consistency with this Development Plan. Proposed minor modification to the Building A Project, including but not limited to, minor modifications to improvements, exterior façades, roofscapes, dimensions, massing, architectural features, public spaces, roadway and transit mitigation, or parking and loading, are allowed subject only to BPDA Design Review approval, without requiring an amendment to this Development Plan or further BPDA action, unless the Director determines that the changes are not consistent with this Development Plan. Changes to the amounts and/or timing of the funding contributions described in Section 14, or to the initiatives that those contributions will fund, shall be subject to the approval of the BPDA but shall not require an amendment to this Plan.

Applicability. Upon issuance of a Certification of Compliance and Certification of Consistency or partial certificates pursuant to Sections 80B-6 and 80C-8 of the Code, the buildings and other improvements subject to the same shall be deemed to be in compliance with the dimensional, design and environmental requirements as set forth in this Development Plan and constitutes compliance with the requirements of the Code to the extent such requirements have been addressed in this Plan. To the extent that any aspect of proposed uses and proposed structures addressed in this Plan are in conflict with any requirement of the Code or Master Plan, this Plan shall govern.

In order to implement the Building A Project, new legal lots in the area constituting the Master Plan PDA Area may be created and one or more may be leased or conveyed to be in separate ownership. Notwithstanding that legal lots may be in separate legal ownership and/or separated by streets, each separate Building shall be eligible for and may receive a Certification of Compliance and Certification of Consistency. Noncompliance of any Building in the Master Plan PDA Area shall not affect compliance of any other Building for which a Certificate of Consistency has been issued, or the right to construct any other Building contemplated by this Plan.

A Certificate of Occupancy can issue once construction of Building A has been completed, but prior to the completion of the public realm improvements associated with Building A, provided that Guest Street Extension has been constructed.

16. Amendment of Plan. The owner of the Building A Project may seek to amend this Plan in accordance with the procedures prescribed by the Code without the consent of any other owner of land within the Master Plan PDA Area, provided, however, that no such amendment shall affect the obligations of any other owner of land within the Master Plan PDA Area under the Master Plan or any agreements between the Proponent and the BPDA or other City agencies. In the event that any amendment to this Plan proposed by the owner of Building A is approved, and such amendment affects the overall compliance of the Building A Project with this Plan, this 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 Plan.

17. Miscellaneous. Unless otherwise set forth herein, all references to terms set forth in the Code shall have the meaning set forth in the Code, as amended to the effective date hereof, and not as the same may be amended hereafter, as affected herein.

Exhibit A

Legal Description of Building A Site

[see attached]

Exhibit B

Building A Project Site Plan¹

[see attached]

¹ The Building A Project Site is an approximately 127,600 sq. ft. (2.93 acres) lot. The exact size, boundaries and dimensions of the Building A Project Site may change as the Building A Project is further refined and implemented in accordance with and subject to further design, environmental and other development review by the BPDA. The lot may include adjacent sidewalks and streets. Without limiting the foregoing, the development of the Building A Project Site or as refined and implemented in accordance with such further review shall be deemed in compliance with this Development Plan upon issuance of a Certificate of Consistency.

Exhibit C

CONCEPTUAL PLAN OF
LOCATION AND APPEARANCE OF BUILDING A

[see attached]

Exhibit D

Max. Build Out (sf of GFA) and Maximum Height

Building	Maximum Build Out (SF of GFA)	Maximum Building Height (ft)**	Maximum FAR***
A	240,000*	85	N/A

*The approximate SF of GFA by use in Building A are as follows:

- Residential use 152,800 SF of GFA
- Retail/Entertainment/Restaurant/Service Uses: 87,200 SF of GFA (of which approximately 67,000 SF of GFA is grocery store use)

The uses may be reallocated among Buildings in the Master Project and the GFA of uses may be increased, lowered or reallocated in each Building subject to the Maximum Build Out as affected by Section 6 of this Plan.

* Maximum Building Height shall be measured in accordance with Article 2A of the Code. Roof structures, decks, penthouses, penthouse mechanicals and equipment may be located on the roof of buildings (including for the purpose of implementing solar and green energy concepts such as solar panels and green roof areas) above the Maximum Building Height of such Building, subject to design review and approval by the BPDA.

** When calculating maximum FAR, the denominator shall be the PDA Area and the numerator shall be the GFA on the entire Master Project Site calculated excluding below-grade spaces, parking, loading, ramps, mechanical and storage space.

Exhibit E

Planned Streets and Sidewalk Dimensions

[see attached]

Exhibit F

Approved Uses for Building A Project

<u>Building</u>	<u>Approved Uses²</u>
Building A	Residential Uses
	Retail/Entertainment/Restaurant/Service Uses
	Educational/Cultural Uses/Place of Worship
	Office and Research Uses
	Open Space Uses
	Parking Uses

² For the purposes of this Exhibit F, the Approved Uses listed below may include Accessory and Ancillary Uses listed on Exhibit G. This Exhibit F governs the Allowed Uses for Building A. Any changes to the uses for this Building shall be subject to an amendment to this Development Plan and the Master Plan for such Building.

Exhibit G

List of Allowed Uses in the PDA Area

Office and Research Uses

Office Uses

- Office of professional persons, not accessory to a main use;
- Real estate, insurance, financial service institution, or other agency or government office;
- Office building, post office, bank or similar establishment;
- Medical office, which includes walk-in clinic and/or urgent care
- Office/High-Tech/Research & Development/Lab including
 - Laboratories, small business incubators, and/or facilities for teaching and for theoretical, basic and applied research, product development and testing, prototype fabrication or production of experimental products; vivarium; the keeping of marine life or laboratory animals incidental to a research or development use; storage and office use accessory to a research or development use
 - Design, development, manufacture, compounding, packaging, processing, fabrication, altering, assembly, repairing, servicing, renting, testing, handling, or transfer of products as would be included in research and development uses or light industrial
- Flexible, communal, or short-term office space
- Incubator or maker space

Provided, however, that no laboratory classified by the U.S Centers for Disease Control as Biosafety Level 3 or 4 (“BSL-3” or “BSL-4”) shall be permitted.

Residential Uses

Residential Uses

- Multi-family residential uses (which may include compact units as defined by and pursuant to the Compact Unit Pilot (or whatever the valid governing policy is at the time of final design approval)); townhouses.
- Artists’ live-work use, which may include smaller unit sizes, flexible unit layouts, combined living and working spaces, and common space shared by residents occupying different units.
- Compact units, which may be included in any other type of residential use.
- Convalescent, nursing, or rest home.

Retail/Entertainment/Restaurant/Service Uses

Local Retail/Services Uses

- Store primarily serving the local retail business or service needs of the neighborhood, including but not limited to chandlery, barber shop, beauty shop, shoe repair shop, self-

service laundry, pick-up and delivery station of laundry or dry cleaner, tailor shop, hand laundry;

- Store retailing one or more of the following, but not limited to: food, baked goods, groceries, drugs, tobacco products, beer/wine/liquor, clothing, dry goods, books, film, video, art, flowers, paint, hardware, and small household appliances.
- Fitness Center, health club, gymnasium, tennis courts, swimming pool, or other recreational or fitness uses.
- Bank branch, post office.
- Sales office for Retail/Entertainment/Restaurant/Service Uses or Residential Uses allowed on the same Block or another Block.
- Maker space.

General Retail Uses

- Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- Grocery store, including e-commerce grocery uses such as but not limited to pick-up facilities, distribution facilities, subject to BPDA design review and approval (i.e., Peapod) or wareroom uses.

Restaurant Uses

- Lunchroom, restaurant, cafeteria, brew-pub and brewery, or other place for the service or sale of food or drink for on-premises consumption, including outdoor cafes;
- Place for sale and consumption of food and beverages (other than drive-in restaurants) providing dancing, live music, entertainment or all three;
- In a structure, sale over the counter, not wholly incidental to a local retail business or restaurant use, of food or drink prepared on premises for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out (other than drive-in restaurants).
- Pushcart food vendors.
- Alcoholic Beverage Manufacturing: including breweries, distilleries, wineries and attendant tasting rooms, bars, brew pubs or other on-premise or off-premise alcoholic beverage retail uses, with or without food service.

Entertainment Uses

- Movie theater
- Bowling alley
- Ice or roller skating rink
- Live music performance
- Recorded music performance
- Theatre
- Video game lounge
- Sports bar

Education/Cultural Uses/Place of Worship

Civic/Community Uses and Cultural Facilities

- Museum, gallery or historical exhibit open to public generally;
- Community center, community service facility, visitors' center;
- Daycare center.
- Exhibition hall, conference center, meeting facilities, auditorium.
- Place of Worship; monastery; convent; parish house.
- Artist's studio, Art Uses, Artists' Mixed Use.
- Library
- Community garden

Educational Uses

- Elementary, middle or high school;
- College, university or trade school;
- Education or instructional institution;
- Adult education uses.

Open Space Uses

Open Space/Recreational Uses

- Open space for active or passive recreational use or dedicated to the conservation of natural resources, including but not limited to parks, public gardens, dog parks and playgrounds; public recreational facilities; publicly accessible garden conservatories or botanical gardens.
- Parks, esplanades, boardwalks, and other pedestrian facilities that promote public use and enjoyment of the water and are located at or near the water's edge;
- Cultural, educational, research, or training facilities focused on open space uses;
- Pavilions open to the public and containing uses accessory to open space uses;
- Sale of food, beverage, and other products accessory to open space uses;
- Art, graphics, sculpture, and signage installations accessory to open space uses;
- Recreational events and other programming accessory to open space uses including fitness classes, movie screenings, music concerts, theatre performances, pop-up retail and restaurant uses and public market.

Interim Uses

Interim Uses: After demolition of the Existing Interim Uses, the following interim uses are allowed:

- Parking to serve other Buildings in the Master Plan, which may exist pending redevelopment of a Building on the land which such parking is located.
- Construction/laydown space to facilitate construction of other Buildings in the Master Plan
- Temporary event activation uses, including
 - Markets
 - Pop-Up Events, Retail and Restaurant Uses
- Temporary Signage
- Open Space Uses

Public Infrastructure Uses

Infrastructure Uses

- One or more co facilities for the generation of electricity, heat, and/or cooling.
- Public Services Uses
- Public service substation, automatic telephone exchange, fire station, police station;
- Cable conduit, pipeline crossing, stormwater outlet, or other similar utility structure.
- Transportation Uses.
- Public transportation facility, bus station, subway or trolley station.

Parking Uses

- Public parking
- Parking garage, including car-sharing and or bicycle-sharing service
- Parking to serve other Buildings in the Master Plan, notwithstanding the limitations and restrictions of Article 10

Accessory and Ancillary Uses

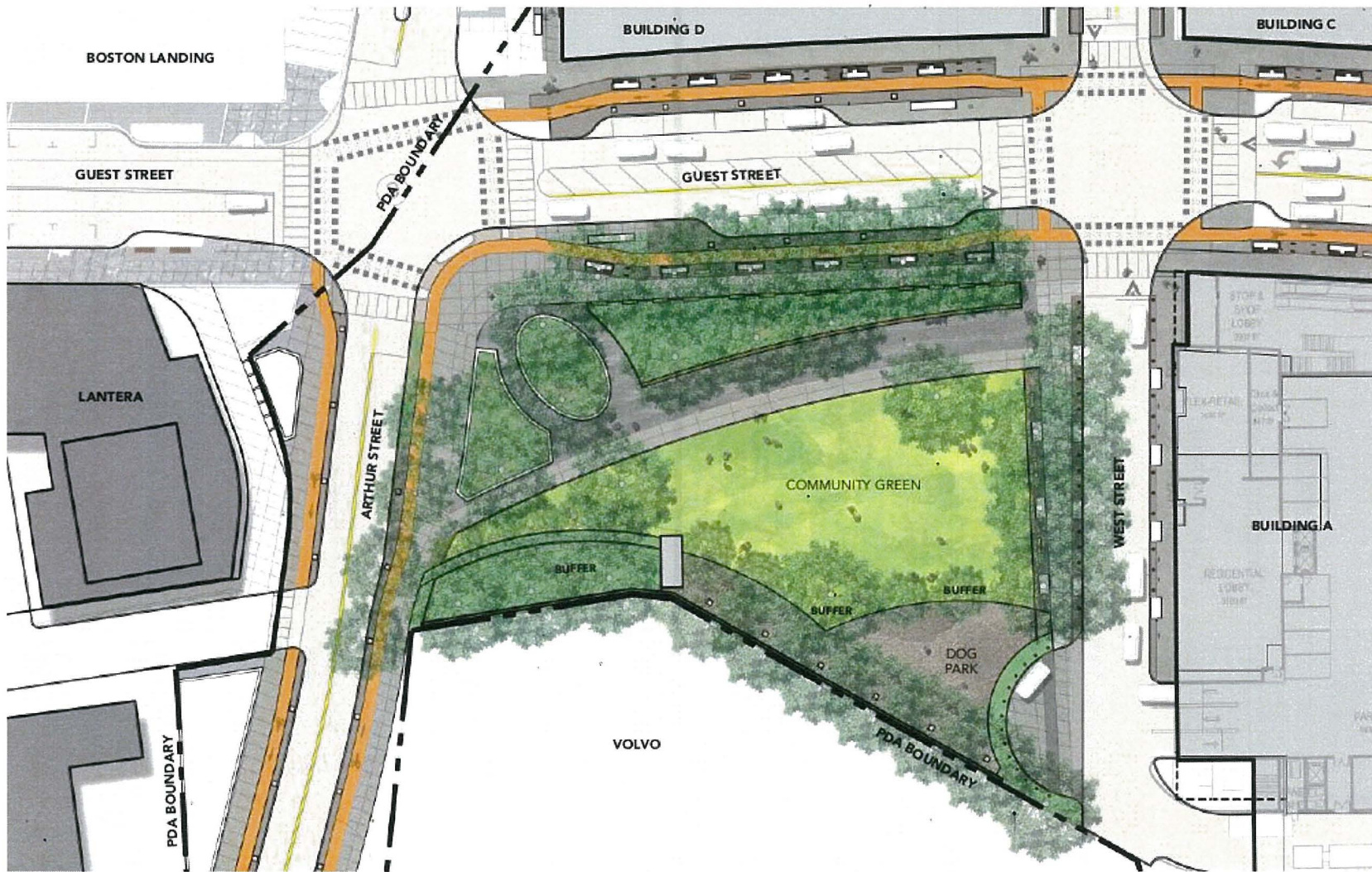
- Any of the following uses accessory or ancillary to an allowed use, subject to the limitations and restrictions of Article 10:
 - any use accessory or ancillary to, and ordinarily incident to, a lawful main use; provided that such use is not specifically forbidden in the district; and provided further that any such use shall be subject to the same restrictions, conditions, limitations, provisos and safeguards as the use to which it is accessory;
 - an office, within a main building, of an accountant, architect, attorney, dentist, physician, real estate agent, or other professional person who resides in such building;
 - an occupation for profit customarily carried on in a dwelling unit by a person residing therein provided that such occupation is carried on in a main building and requires only equipment ordinarily incident to a dwelling unit and that no nonresident help is employed and that there is no trading in merchandise;
 - the keeping of marine life or laboratory animals incidental to a lawful educational, research center, aquarium, or institutional use;
 - as accessory uses to office uses, restaurants, cafeterias, conference or meeting facilities for use by employees, visitors, and others and incidental to the operation of the office use;

- as accessory to residential uses, leasing, maintenance, recreational or entertainment facilities for use by residents, visitors, and others and incidental to the operation of the residential use.
- the storage of flammable liquids and gases incidental to a lawful use;
- permanent dwellings for personnel required to be resident on a Lot for the safe and proper operation of a lawful main use;
- day care center;
- health club facility, tennis court, swimming pool;
- roof deck or outdoor terrace;
- Storage lockers, bike storage, parcel pick-up areas.
- Parking garage, including car-sharing and/or bicycle-sharing service.
- On-street parking.
- Valet parking operations.

Exhibit H

Community Green

[see attached]



*The final design of the Community Green and public realm improvements associated with the Building A Project are subject to refinement based on review and approval of the BPDA and appropriate regulatory authorities.

NEW ENGLAND
DEVELOPMENT



ELKUS | MANFREDI
ARCHITECTS



COMMUNITY GREEN

Error! Unknown document property name.

Exhibit H-1

Exhibit I

Mitigation Measures for Building A

Building	Mitigation
Building A	<ul style="list-style-type: none">• 13% on-site affordable IDP units• Development Impact Project Exactions (if and to the extent 100,000 SF of Development Impact Project Uses have previously been constructed in the Master Project)• New Public Street Grid³• New Everett/Guest Intersection• New Arthur/Guest Intersection• New Guest Street Extension, Braintree Street Extension, New East and West Streets, including bicycle and pedestrian infrastructure• Widened sidewalk on Everett Street• New municipal water, sewer, stormwater, lighting and other infrastructure• Enhanced connections to Boston Landing Station• New bus stops for Route 64 bus and transit signal priority• Bluebike Station• Total MBTA Operational Subsidy of approximately \$288,393 commencing upon issuance of building permit payable over 15 years• Participation in Allston-Brighton TMA, including shuttle and shuttle service commitments noted below• Electric Vehicle Spaces as described in Section 14(d)(iii)(c)

³ The New Public Street Grid and Community Green are estimated to cost approximately \$20,000,000.00 to construct.

	<ul style="list-style-type: none">• Approximately one-acre Community Green with dog park• Contribution of \$40,000.00 to the Parks Department at issuance of the Certificate of Occupancy for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood• Total \$1,650,000 contribution to programs and initiatives to advance improvements in the Allston/Brighton community as follows:<ul style="list-style-type: none">○ \$100,000 contribution to Public Realm Fund payable over 10 years commencing upon issuance of the Certificate of Occupancy○ \$1,250,000.00 contribution to fund the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability.○ \$300,000 contribution to the Allston-Brighton TMA upon issuance of the Certificate of Occupancy to augment and fund shuttle and shuttle services.• Fuel cell for Stop & Shop• I/I payment to BWSC estimated at \$288,805
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Exhibit J

Building A Project Phasing

The Building A Project, as depicted on **Exhibit C**, is anticipated to be constructed with the following phasing, each of which phases may have sub-phases. Each phase and, if applicable, sub-phase, is subject to adjustment based on the review and approval of project plans by the BPDA and other regulatory agencies.

1. Phase IA: Construct Building A; Guest Street Extension; Guest Street and Everett Street intersection; Guest Street and Arthur Street intersection; West Street Extension; and new Braintree Street and Old Everett Street intersection.
2. Phase IB: Construct Community Green; landscaping, sidewalks and multi-use path along Arthur Street; and sidewalk and multi-use path along the northerly PDA Area lot line with the MBTA. Construction of Phase IB shall commence within sixty (60) days of issuance of a Certificate of Occupancy for Building A, subject to force majeure and provided it is the appropriate construction season to commence construction (i.e., if such 60 days would end between November 1st and March 15th, the construction commencement shall be March 15th).
3. Phase IC: Construct Braintree Street Extension; East Street and West Street when the Existing Interim Uses are demolished and the next Master Project phase is to commence.

**BOSTON REDEVELOPMENT AUTHORITY
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY**

**BUILDING B DEVELOPMENT PLAN
FOR
PLANNED DEVELOPMENT AREA NO. []**

ALLSTON YARDS, 60 EVERETT STREET, ALLSTON

DATED: OCTOBER 4, 2019

1. Development Plan. In accordance with Section 3-1A, Sections 51-44 through 51-49, and Article 80C of the Boston Zoning Code (as in effect on the date hereof; the “**Code**”), and that certain Master Plan for Planned Development Area No. [] (the “**Master Plan**”), for the proposed redevelopment (the “**Master Project**”) at an existing site commonly known as 60 Everett Street in the Allston neighborhood of Boston (the “**Master Plan PDA Area**”), this Development Plan for Planned Development Area No. [] (the “**Development Plan**”) sets forth the proposed location and appearance of structures, densities and dimensions of structures, proposed uses, open spaces and landscaping, proposed traffic circulation, parking and loading facilities, and access to public transportation for Building B of the Master Project (the “**Building B Project**”) within an approximately 84,400 sq. ft. (1.94 acre) portion of the larger Master Plan PDA Area, (the “**Building B Project Site**”) as described in the legal description attached as Exhibit A hereto, and as shown on the plan attached hereto as Exhibit B. This Development Plan also describes proposed public benefits, sustainability measures and green building designs, and signage for the Building B Project.

The Master Project, including the Building B Project, has completed review under Article 80B of the Code and will follow the Development Review Procedures outlined in Section 15 of this Development Plan. A Project Notification Form for the Master Project was filed with the Boston Redevelopment Authority, doing business as the Boston Planning & Development Agency (the “**BPDA**”) on January 22, 2018. The BPDA issued a Scoping Determination for the Master Project (including the Building B Project) under Section 80B of the Code on August 3, 2018. A joint Expanded Environmental Notification Form/Draft Project Impact Report for the Master Project (including the Building B Project) was subsequently filed with the BPDA on February 22, 2019 (the “**DPIR**”). A response to comments on the DPIR was filed with the BPDA on October 4, 2019. A Preliminary Adequacy Determination waiving the requirement for a Final Project Impact Report was issued by the BPDA on [_____, 2019]. Following the public review process and the BPDA’s approval of the Master Project pursuant to Article 80B of the Code, and based upon that process and the approval of this Development Plan, final plans and specifications for the Building B 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 and compliance with this Development Plan.

This Development Plan consists of [] ([]) pages of text and Exhibits []. All references herein to this Development Plan refer to such pages and exhibits.

2. The Proponent. The proponent of this Master Plan is Stop & Shop Supermarket Company LLC (“**Stop & Shop**”) with New England Development as Master Developer (together,

as appropriate, and collectively with its affiliates and their respective successors and assigns, the “Proponent”). An affiliate of Stop & Shop, WJG Realty Company, LLC is the current owner of the PDA Area and the entire Master Project.

3. General Description of the Project. This Development Plan sets forth information regarding the Building B Project, which includes construction of up to 368,500 square feet (“SF”) of gross floor area (“GFA”) including but not limited to Office and Research Uses (up to 350,000 SF of GFA) with retail, entertainment, restaurant and/or service uses, and accessory uses, including parking. Building B will include approximately 550 parking spaces.

The Building B Project is anticipated to be a phase of the Master Plan which has been reviewed and approved by the BPDA. The Master Plan contemplates the construction of four (4) buildings and related infrastructure, as part of a phased redevelopment of the Master Plan PDA Area. The Building B Project may be constructed in phases, each of which may have subphases. The Proponent intends to redevelop a site currently occupied by a Stop & Shop and other retail uses, approximately 450 parking spaces and no open space with a transit-oriented development consisting of residential, office, restaurant, fitness and retail uses and the Community Green and other public amenities. At full build, the approved Master Project will include up to 868 residential units; up to 350,000 SF of GFA of office use; up to 67,000 SF of GFA of grocery use; and up to 50,000 SF of GFA of retail/entertainment/restaurant/service uses.

4. Proposed Location and Appearance of Structure. The location and appearance of the building that will be constructed as part of the Building B Project (“**Building B**”) will be generally consistent with the schematic plans attached hereto as **Exhibit C**, but the architectural details of Building B will be presented as part of the BPDA’s design review as described in Section 15. Final plans and specifications for the Building B Project will be submitted to the BPDA for certification as to consistency with this Development Plan.

5. Densities and Dimensions of Structure. The Building B Project consists of Building B as shown on **Exhibit C**, which shall have the maximum building height and Gross Floor Area as more specifically set forth in **Exhibit D**. In acknowledgement of the likelihood that parking demand may decrease over the life of Building B, in the event that the Proponent converts space within the parking garage to uses constituting Gross Floor Area, or uses accessory thereto, the maximum Gross Floor Area shown on **Exhibit D** for the Building B Project shall be deemed automatically increased by the area of such converted space, and the total permitted Gross Floor Area for the Building B Project Site and for the Master Plan PDA Area shall be increased accordingly.

At the Proponent’s request, with the approval of the BPDA through issuance of a Certification of Consistency, unused Gross Floor Area allowed as part of any other phase of the Master Project may be included in the Building B Project and any unused Gross Floor Area of the Building B Project may be reallocated to and included as part of any other phase of the Master Project, provided that the Total GFA in any Building may not be increased by more than 10% above the Maximum Build Out shown on **Exhibit D** without an amendment of the Master Plan and this PDA Development Plan as may be determined by the BPDA. Provided further that any change of use within Building B by more than 10% of the total GFA may also require an Amendment to this Development Plan as determined by the BPDA. Building B shall be in

compliance with this Plan provided that the Gross Floor Area of Building B does not exceed by more than ten percent (10%) the maximum Gross Floor Areas approved by this Plan. Overall PDA Area-wide Gross Floor Area will not exceed 1,212,500 SF nor a Floor Area Ratio (“FAR”) for the full Master Project of up to 2.64, except as affected by the conversion of garage space to usable space as provided herein or in the Master Plan. Proposed changes to Gross Floor Area that exceed the above-referenced 10% for the Building B Project will require an amendment to this Plan. “**Gross Floor Area**” (or GFA as used herein) shall have the meaning set forth in Article 2A of the Code and also shall exclude below-grade space, parking, loadings, ramps, mechanical and elevator space and shafts, and storage space. This Development Plan shall supersede the otherwise applicable dimensional, design and other requirements of the Code (including without limitation the provisions set out in Sections 51-19 to 21 and 51-51 to 57), which shall not be applicable to the Building B Project Site.

6. Proposed Uses. All or portions of the Building B Project Site are currently used for surface parking, access drives and signage, and such uses on Building B Project Site will be allowed until development commences on the Building B Project Site in accordance with this Plan. Notwithstanding anything herein to the contrary, the Existing Interim Uses, as such term is defined in Section 19 of the Master Plan, shall be allowed as set forth in such Section.

The Project is being developed as a mixed-use project. Exhibit E lists the approved uses for the Building B Project. In addition to the uses described on Exhibit E, uses allowed by underlying zoning are allowed within the Building B Project Site. Exhibit F lists the allowed uses and use categories for the Master Plan PDA Area, which uses are allowed as either main, accessory, ancillary or interim uses, provided that the uses are approved pursuant to Exhibit E or as otherwise provided in this paragraph. The Accessory, Ancillary and Interim Uses listed on Exhibit F are allowed for the Building B Project if they are accessory or ancillary to a main use allowed by Exhibit E or otherwise provided in this paragraph. Material deviations from the uses listed on Exhibit E shall require the approval of the BPDA’s Board of Directors and an amendment to this Plan. The placement and maintenance of rooftop wireless communications and other telecommunications equipment such as antennae, dishes, equipment mounting, and equipment mounting structures and rooftop energy equipment such as solar panels and equipment shall be allowed, subject only to design review by the BPDA.

7. Open Space and Landscaping. The Building B Project is part of the Master Project, which includes the construction of an approximately one-acre Community Green in connection with Building A, as described in the Master Plan. The Building B Project may contain private-use rooftop amenity areas, subject to final building design. The Building B Project may provide landscaping within the hardscaped plazas and sidewalks adjacent to the Building B Project site. Specific improvements within such areas, if proposed by the Building B Project, will be developed in connection with the Boston Transportation Department, BPDA and Public Improvement Commission and, once approved, will be deemed consistent with the Development Plan and the Master Plan.

8. Traffic Circulation. The Building B Project will be accessed via Guest Street Extension, East Street and Braintree Street Extension. Parking and loading access is anticipated to be provided off of Braintree Street Extension. These roadways are anticipated to be constructed by the Building A Project developer, however, certain aspects of such roadways and sidewalks

may be constructed, modified or completed by the Building B Project in consultation with the Boston Transportation Department (“BTD”), the BPDA and the Public Improvement Commission. The Proponent shall comply with the Boston Bicycle Parking Guidelines for provisions of short term and employee/resident bicycle parking, to be reviewed and approved by the Boston Transportation Department (“BTD”). In connection with this, at the Proponent’s request, the BPDA may approve changes in the location and/or dimensions of the proposed roadways, bus lane and bicycle and pedestrian paths provided that such changes are consistent with the character of the Master Project. In such case, specific road, sidewalk and bicycle lane locations and layouts will be developed in consultation with the Boston Transportation Department, BPDA and Public Improvement Commission and, once approved, will be deemed consistent with this Development Plan and the Master Plan.

Pursuant to the Master Transportation Improvement Agreement to be entered into by the Proponent and BTD, the owner of Building B shall enter into a separate Transportation Access Plan Agreement with BTD prior to the issuance of a Certification of Compliance and a Certification of Consistency pursuant to Article 80B and 80C.

9. Proposed Parking and Loading. As currently contemplated, the Building B Project’s parking garage will include capacity for the parking of approximately 550 vehicles. The Building B Project will have its own loading areas and loading bays internal to the Building. The Building B Project’s parking and loading facilities, including bicycle facilities and traffic circulation shall be subject to design review and approval by the BPDA prior to the issuance of a Certification of Compliance and a Certification of Consistency, and the parking and loading facilities and traffic circulation approved for the Building as part of such review shall be deemed to be in compliance with this Development Plan upon issuance of a Certification of Compliance and Certification of Consistency pursuant to Sections 80B-6 and 80C-8 of the Code, respectively. All other traffic, parking, loading and circulation requirements of the Code shall not be applicable to the Building B Project and the Building B Site and are superseded by this Development Plan.

10. Access to Public Transportation. The Master Plan PDA Area and Building B Project Site are currently well served by ten (10) Massachusetts Bay Transportation Authority (“MBTA”) bus routes and the Boston Landing MBTA commuter rail station. Subject to the approval of the MBTA and other public agencies, the Building A Project will include the slight rerouting of the Route 64 bus down Guest Street extension to Everett Street and the construction of two new bus shelters. A new bus lane will be operational on Guest Street between Arthur Street and Everett Street. As part of development of the Building A Project, the Building A Project Proponent has agreed to install transit signal priority improvements and construct new connections to the Boston Landing MBTA commuter rail station, including a new BlueBike station and secure bike rack along Braintree Street. These improvements are not the obligation of the Building B Project but will benefit the residents and employees of the Building B Project, Master Project, Boston Landing, and the larger Allston neighborhood that utilize the Boston Landing MBTA commuter rail station, the 64 bus route, and other public transportation serving the area. Subject to approval by the MBTA, the Proponent will make a transit subsidy payment to the MBTA to enhance commuter rail and bus route operations in the Allston/Brighton neighborhood. The Proponent will also join the Allston-Brighton TMA.

11. Housing. The Building B Project is not anticipated to include any housing units. If and to the extent Building B is modified to include the development of any new residential units (which may include compact units as described in the City's Compact Living Policy dated October 11, 2018), it will then include thirteen percent (13%) affordable units under the Mayor's Inclusionary Development Policy housing program under the Mayor's Order Relative to Inclusionary Development dated December 9, 2015 (the "IDP"). In addition to thirteen percent (13%) affordable IDP units, five percent (5%) of the residential units will be affordable units at 80%-120% of Area Median Income. Pursuant to the Master Affordable Housing Agreement to be entered into by the Proponent and the BPDA with respect to the Master Project, if the Building B Project is modified to include housing units, the owner of Building B shall enter into a separate Affordable Housing Agreement with the BPDA prior to the issuance of a Certification of Compliance and a Certification of Consistency pursuant to Article 80B. The required affordable housing units may be provided on-site as required by the IDP, or subject to the approval of the BPDA may be redistributed to other buildings within the Master Plan PDA Area.

12. Signage. The signage program for the Building B Project shall be subject to design review by the BPDA, and any "Sign" that is approved by the BPDA shall be deemed to be in compliance with this Development Plan.

13. Public Benefits.

The following public benefits will be provided with the construction of the Building B Project.

- a. Contribution to Parks Department. Building B will contribute \$40,000 to the Parks Department for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood.
- b. \$1,250,000.00 contribution to fund the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability.
- c. Public Realm Fund. Building B will contribute \$400,000.00 to programs and initiatives to advance improvements to the Allston/Brighton community including:
 - (i) \$100,000.00 to a Public Realm Fund managed by the Public Realm Fund Management Entity as defined in the Master Plan, with funds made available on a grant basis to local non-profits and organizations or governmental entities for public realm improvements and programs in the Allston/Brighton community;

- (ii) \$300,000.00 to the Allston-Brighton TMA as a capital commitment to augment and fund shuttle and shuttle services provided by the Allston-Brighton TMA.

d. Sustainable Design/Green Building

- (i) Green Building. The Building B Project will incorporate sustainable/green building design, construction, and operational measures so that the Building B Project is LEEDv4 Silver certifiable, in compliance with Article 37, Green Buildings of the Code. The Proponent has developed pathways to potentially achieve higher levels of LEED certifiability, and intends to continue exploring the opportunities for Building B to achieve the LEED Core and Shell Gold or Platinum level certifiability.

- (ii) Stormwater. The Building B Project will capture and infiltrate a volume of rainwater equal to 1.25” of rainwater over the impervious area of the Block, in compliance with the BPDA Smart Utilities Policy and Boston Water and Sewer Commission requirements.

- (iii) Energy Conservation/GHG Emissions Reductions. The Building B Project will undertake various energy conservation and GHG emission reduction strategies:

- a) Reduction of overall annual energy consumption through the implementation of energy optimizing building design and systems, which would result in a reduction in stationary source CO2 emissions when compared to a building design that meets the minimum building code requirements.
- b) Compliance with the Massachusetts Stretch Energy Code requirement to be 10% better than ASHRAE 90.1-2013.
- c) Provide 10% Electric Vehicle (EV) charging stations for non-short term parking spaces. An additional 15% of such space will be EV ready (for a total of 25%), to further reduce GHG emissions associated with vehicles. The project's Transportation Access Plan Agreement will incorporate annual monitoring that informs when, and how many, of the EV charging stations should be installed.
- d) Continue to evaluate building design and alternative energy options throughout design.
- e) Study the feasibility of a District Energy Microgrid system and incorporation of alternative energy options.
- f) The Proponent will evaluate implementation of passive housing principles into the design of Building B.

g) On-Site Generation (Solar PV) Study and Roofs
Constructed PV-Ready.

In addition to the above listed benefits, a comprehensive list of specific mitigation measures for the Building B Project is attached as **Exhibit G**.

14. **Development Review Procedures**. Building B is subject to Large Project Review under Section 80B of the Code. Final plans and specifications for Building B shall be subject to review and approval by the BPDA in accordance with the process described below, which shall include review by the Boston Civic Design Commission, and further review by the BPDA of the schematic design, design development and construction drawings, pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code. Prior to the approval of a Certification of Compliance and a Certification of Consistency for Building B, or portions thereof pursuant to this Development Plans, the BPDA shall complete the following review process. At the time of review and approval of final plans and specifications for Building B, the developer shall provide updates to the noise, wind and shadow studies included in the Draft Project Impact Report for review by the BPDA. If such updated studies require different or additional mitigation, such mitigation will be included in the Cooperation Agreement to be entered into for the Building. Final plans and specifications for Building B will be subject to the following:

- a. there shall be a pre-submission meeting by the Proponent with BPDA staff to initiate the process and review the proposed request,
- b. following the pre-submission meeting, the Proponent shall submit a building design review package for the applicable portion of the Master Project, which shall contain:
 - (i) schematic design documents, including a site plan, schematic building plans, open space and landscaping plans, and schematic roadway designs,
 - (ii) studies with respect to wind, shadow, solar glare, and daylight/skydome,
 - (iii) the most recent traffic monitoring reports for traffic generated by the Master Project,
 - (iv) a LEED checklist for each building,
 - (v) drainage plans,
 - (vi) updated information regarding relevant utility infrastructure,
 - (vii) a description of the mitigation that will be provided with respect to each building in accordance with the approved mitigation schedule for the applicable building
 - (viii) a construction management plan regarding construction period impacts, and

(vi) a fact sheet summarizing the information contained in the building design review package.

c. copies of the building design review package shall be provided for review to elected officials representing the Master Plan PDA Area, relevant City agencies, the Boston Civic Design Commission, and the Impact Advisory Group (the "IAG"),

d. the Proponent shall present the building design review package to the IAG and answer questions from the IAG, and the IAG shall have an opportunity to provide comments to the BPDA,

e. the time period for IAG members and community members to provide comments to the BPDA shall be at least 30 days following the IAG meeting, and

f. the BPDA shall complete its review of the schematic design and other submitted materials pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code.

The BPDA shall not approve issuance of the requested Certification of Consistency and Certification of Compliance until the foregoing process has been completed. The issuance of the Certification of Consistency and Certification of Compliance shall also be subject to further review by the BPDA of the design development and construction drawings for Building B pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code. Aspects of the Project may also require approvals of other governmental agencies, such as the City of Boston's Public Improvement Commission and the Boston Conservation Commission. No permits for any phase of the Master Project, as the same may be amended, shall be required from the Zoning Board of Appeals.

The Proponent may seek to modify the Building B. Proposed minor modifications to the Project will be subject only to the approval of the BPDA's Director under this Development Plan and Master Plan through issuance of a Certification of Consistency, without an amendment of this Development Plan or Master Plan or further BPDA action, unless the Director determines that the changes are not consistent with this Development Plan and Master Plan. Changes to the amounts and/or timing of the funding contributions described in Section 15, or to the initiatives that those contributions will fund, shall be subject to the approval of the BPDA but shall not require an amendment to this Plan. The Building B Project is subject to Large Project Review under Section 80B of the Code. Final plans and specifications for any portion of the Building B Project shall be subject to review and approval by the BPDA in accordance with its Development Review Procedures.

The BPDA has approved the schematic plans attached hereto as **Exhibit C**. The BPDA's approval of final plans and specifications shall confirm their consistency with this Development Plan. Proposed minor modification to the Building B Project, are allowed subject only to BPDA Design Review approval, without requiring an amendment to this Development Plan or further BPDA action, unless the Director determines that the changes are not consistent with this Development Plan. Changes to the amounts and/or timing of the funding contributions described in Section 14,

or to the initiatives that those contributions will fund, shall be subject to the approval of the BPDA but shall not require an amendment to this Plan.

Applicability. Upon issuance of a Certification of Compliance and Certification of Consistency or partial certificates pursuant to Sections 80B-6 and 80C-8 of the Code, the buildings and other improvements subject to the same shall be deemed to be in compliance with the dimensional, design and environmental requirements as set forth in this Development Plan and constitutes compliance with the requirements of the Code to the extent such requirements have been addressed in this Plan. To the extent that any aspect of proposed uses and proposed structures addressed in this Plan are in conflict with any requirement of the Code or Master Plan, this Plan shall govern.

In order to implement the Building B Project, new legal lots in the area constituting the Master Plan PDA Area may be created and one or more may be leased or conveyed to be in separate ownership. Notwithstanding that legal lots may be in separate legal ownership and/or separated by streets, each separate Building shall be eligible for and may receive a Certification of Compliance and Certification of Consistency. Noncompliance of any Building in the Master Plan PDA Area shall not affect compliance of any other Building for which a Certificate of Consistency has been issued, or the right to construct any other Building contemplated by this Plan.

15. Amendment of Plan. The owner of Building B Plan may seek to amend this Plan in accordance with the procedures prescribed by the Code without the consent of any other owner of land within the Master Plan PDA Area, provided, however, that no such amendment shall affect the obligations of any other owner of land within the Master Plan PDA Area under the Master Plan or any agreements between the Proponent and the BPDA or other City agencies. In the event that any amendment to this Plan proposed by the owner of Building B is approved, and such amendment affects the overall compliance of the Building B Project with this Plan, this 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 Plan.

16. Miscellaneous. Unless otherwise set forth herein, all references to terms set forth in the Code shall have the meaning set forth in the Code, as amended to the effective date hereof, and not as the same may be amended hereafter, as affected herein.

Exhibit A

Legal Description of Building B Site

[see attached]

Legal Description –Allston Yards PDA “B”

A certain PDA parcel “B” over land, consisting of five lots, both registered and unregistered, owned now or formerly WJG Realty Company LLC, located north of North Beacon Street and west of Everett Street in the City of Boston (Allston), in the County of Suffolk, and the Commonwealth of Massachusetts, bounded and described as follows:

S 14°44'23" W	a distance of Twenty Two and Ninety Nine Hundredths feet (22.99') to a point; thence
S 11°01'37" W	a distance of Two Hundred Thirty Nine and Twenty Hundredths feet (239.20') to a point, the last two (2) courses by the westerly sideline of Everett Street; thence
Southwesterly	and curving to the right along the arc of a curve having a radius of Twenty Five and No Hundredths feet (25.00'), a length of Forty Two and Fifty Five Hundredths feet (42.55') to a point; thence
Northwesterly	and curving to the right along the arc of a curve having a radius of Three Hundred Sixty Seven and No Hundredths feet (367.00'), a length of One Hundred Eight and Forty Four Hundredths feet (108.44') to a point; thence
Northwesterly	and curving to the left along the arc of a curve having a radius of Seven Hundred Ninety Three and No Hundredths feet (793.00'), a length of One Hundred Thirty Eight and Twenty Three Hundredths feet (138.23') to a point; thence
Northerly	and curving to the right along the arc of a curve having a radius of Ten and No Hundredths feet (10.00'), a length of Nine and Ninety Five Hundredths feet (9.95') to a point, the last four (4) courses by the northerly sideline of Guest Street Extension; thence
N 10°57'44" E	a distance of Two Hundred Sixty Four and Fifty Five Hundredths feet (264.55') by the easterly sideline of East Street to a point; thence
Northeasterly	and curving to the right along the arc of a curve having a radius of Fifteen and No Hundredths feet (15.00'), a length of Twenty Three and Twenty Seven Hundredths feet (23.27') to a point; thence
S 79°05'17" E	a distance of Ninety Seven and Eighty Eight Hundredths feet (97.88') to a point; thence
Southeasterly	and curving to the right along the arc of a curve having a radius of One Hundred Seventy Nine and No Hundredths feet (179.00'), a length of One Hundred Twenty Nine and Ninety Eight Hundredths feet (129.98') to a point; thence
S 37°28'56" E	a distance of Thirty Two and Forty Two Hundredths feet (32.42') to a point; thence

S 39°33'35" E

a distance of Sixteen and Sixty Five Hundredths feet (16.65') to the point of beginning. The last five (5) courses by the southerly sideline of Braintree Street Extension.

Said parcel "B" contains 84,394 square feet or 1.937 acres more or less.

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Exhibit B

Building B Project Site Plan

[see attached]

Exhibit C

SCHEMATIC PLANS

[see attached]

Exhibit D

Max. Build Out (sf of GFA) and Maximum Height

Building	Maximum Build Out (SF of GFA)	Maximum Building Height (ft)**	Maximum FAR***
B	368,500*	188	N/A

*The approximate SF of GFA by use in Building B are as follows:

- Office and Research Uses: 350,000 SF of GFA
- Retail/Entertainment/Restaurant/Service; Education/Cultural Uses/Place of Worship: 18,500 SF of GFA

The uses may be reallocated among Buildings in the Master Project and the GFA of uses may be increased, lowered or reallocated in each Building subject to the Maximum Build Out as affected by Section 6 of this Plan.

** Maximum Building Height shall be measured in accordance with Article 2A of the Code. Roof structures, decks, penthouses, penthouse mechanicals and equipment may be located on the roof of buildings (including for the purpose of implementing solar and green energy concepts such as solar panels and green roof areas) above the Maximum Building Height of such Building, subject to design review and approval by the BPDA.

*** When calculating maximum FAR, the denominator shall be the PDA Area and the numerator shall be the GFA on the entire Master Project Site calculated excluding below-grade spaces, parking, loading, ramps, mechanical and storage space.

Exhibit E

Approved Uses for Building B Project

<u>Building</u>	<u>Approved Uses¹</u>
Building B	Office and Research Uses
	Residential Uses
	Retail/Entertainment/Restaurant/Service Uses
	Educational/Cultural Uses/Place of Worship
	Open Space Uses
	Interim Uses
	Parking Uses

¹ For the purposes of this Exhibit E, the Approved Uses listed below may include Accessory and Ancillary Uses listed on Exhibit F. This Exhibit E governs the Allowed Uses for Building B. Any changes to the uses for this Building shall be subject to an amendment to this Development Plan and the Master Plan for such Building.

Exhibit F

List of Allowed Uses in the PDA Area

Office and Research Uses

Office Uses

- Office of professional persons, not accessory to a main use;
- Real estate, insurance, financial service institution, or other agency or government office;
- Office building, post office, bank or similar establishment;
- Medical office, which includes walk-in clinic and/or urgent care
- Office/High-Tech/Research & Development/Lab including
 - Laboratories, small business incubators, and/or facilities for teaching and for theoretical, basic and applied research, product development and testing, prototype fabrication or production of experimental products; vivarium; the keeping of marine life or laboratory animals incidental to a research or development use; storage and office use accessory to a research or development use
 - Design, development, manufacture, compounding, packaging, processing, fabrication, altering, assembly, repairing, servicing, renting, testing, handling, or transfer of products as would be included in research and development uses or light industrial
- Flexible, communal, or short-term office space
- Incubator or maker space

Provided, however, that no laboratory classified by the U.S Centers for Disease Control as Biosafety Level 3 or 4 (“BSL-3” or “BSL-4”) shall be permitted.

Residential Uses

Residential Uses

- Multi-family residential uses (which may include compact units as defined by and pursuant to the Compact Unit Pilot (or whatever the valid governing policy is at the time of final design approval)); townhouses.
- Artists’ live-work use, which may include smaller unit sizes, flexible unit layouts, combined living and working spaces, and common space shared by residents occupying different units.
- Compact units, which may be included in any other type of residential use.
- Convalescent, nursing, or rest home.

Retail/Entertainment/Restaurant/Service Uses

Local Retail/Services Uses

- Store primarily serving the local retail business or service needs of the neighborhood, including but not limited to chandlery, barber shop, beauty shop, shoe repair shop, self-

service laundry, pick-up and delivery station of laundry or dry cleaner, tailor shop, hand laundry;

- Store retailing one or more of the following, but not limited to: food, baked goods, groceries, drugs, tobacco products, beer/wine/liquor, clothing, dry goods, books, film, video, art, flowers, paint, hardware, and small household appliances.
- Fitness Center, health club, gymnasium, tennis courts, swimming pool, or other recreational or fitness uses.
- Bank branch, post office.
- Sales office for Retail/Entertainment/Restaurant/Service Uses or Residential Uses allowed on the same Block or another Block.
- Maker space.

General Retail Uses

- Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- Grocery store, including e-commerce grocery uses such as but not limited to pick-up facilities; distribution facilities subject to design review and approval by the BPDA (i.e., Peapod) or wareroom uses.

Restaurant Uses

- Lunchroom, restaurant, cafeteria, brew-pub and brewery, or other place for the service or sale of food or drink for on-premises consumption, including outdoor cafes;
- Place for sale and consumption of food and beverages (other than drive-in restaurants) providing dancing, live music, entertainment or all three;
- In a structure, sale over the counter, not wholly incidental to a local retail business or restaurant use, of food or drink prepared on premises for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out (other than drive-in restaurants).
- Pushcart food vendors.
- Alcoholic Beverage Manufacturing: including breweries, distilleries, wineries and attendant tasting rooms, bars, brew pubs or other on-premise or off-premise alcoholic beverage retail uses, with or without food service.

Entertainment Uses

- Movie theater
- Bowling alley
- Ice or roller skating rink
- Live music performance
- Recorded music performance
- Theatre
- Video game lounge
- Sports bar

Education/Cultural Uses/Place of Worship

Civic/Community Uses and Cultural Facilities

- Museum, gallery or historical exhibit open to public generally;
- Community center, community service facility, visitors' center;
- Daycare center.
- Exhibition hall, conference center, meeting facilities, auditorium.
- Place of Worship; monastery; convent; parish house.
- Artist's studio, Art Uses, Artists' Mixed Use.
- Library
- Community garden

Educational Uses

- Elementary, middle or high school;
- College, university or trade school;
- Education or instructional institution;
- Adult education uses.

Open Space Uses

Open Space/Recreational Uses

- Open space for active or passive recreational use or dedicated to the conservation of natural resources, including but not limited to parks, public gardens, dog parks and playgrounds; public recreational facilities; publicly accessible garden conservatories or botanical gardens.
- Parks, esplanades, boardwalks, and other pedestrian facilities that promote public use and enjoyment of the water and are located at or near the water's edge;
- Cultural, educational, research, or training facilities focused on open space uses;
- Pavilions open to the public and containing uses accessory to open space uses;
- Sale of food, beverage, and other products accessory to open space uses;
- Art, graphics, sculpture, and signage installations accessory to open space uses;
- Recreational events and other programming accessory to open space uses including fitness classes, movie screenings, music concerts, theatre performances, pop-up retail and restaurant uses and public market.

Interim Uses

Interim Uses: After demolition of the Existing Interim Uses, the following interim uses are allowed:

- Parking to serve other Buildings in the Master Plan, which may exist pending redevelopment of a Building on the land which such parking is located.
- Construction/laydown space to facilitate construction of other Buildings in the Master Plan
- Temporary event activation uses, including
 - Markets
 - Pop-Up Events, Retail and Restaurant Uses
- Temporary Signage
- Open Space Uses

Public Infrastructure Uses

Infrastructure Uses

- One or more co facilities for the generation of electricity, heat, and/or cooling.
- Public Services Uses
- Public service substation, automatic telephone exchange, fire station, police station;
- Cable conduit, pipeline crossing, stormwater outlet, or other similar utility structure.
- Transportation Uses
- Public transportation facility, bus station, subway or trolley station.

Parking Uses

- Public parking
- Parking garage, including car-sharing and or bicycle-sharing service
- Parking to serve other Buildings in the Master Plan, notwithstanding the limitations and restrictions of Article 10

Accessory and Ancillary Uses

- Any of the following uses accessory or ancillary to an allowed use, subject to the limitations and restrictions of Article 10:
 - any use accessory or ancillary to, and ordinarily incident to, a lawful main use; provided that such use is not specifically forbidden in the district; and provided further that any such use shall be subject to the same restrictions, conditions, limitations, provisos and safeguards as the use to which it is accessory;
 - an office, within a main building, of an accountant, architect, attorney, dentist, physician, real estate agent, or other professional person who resides in such building;
 - an occupation for profit customarily carried on in a dwelling unit by a person residing therein provided that such occupation is carried on in a main building and requires only equipment ordinarily incident to a dwelling unit and that no nonresident help is employed and that there is no trading in merchandise;
 - the keeping of marine life or laboratory animals incidental to a lawful educational, research center, aquarium, or institutional use;
 - as accessory uses to office uses, restaurants, cafeterias, conference or meeting facilities for use by employees, visitors, and others and incidental to the operation of the office use;

- as accessory to residential uses, leasing, maintenance, recreational or entertainment facilities for use by residents, visitors, and others and incidental to the operation of the residential use.
- the storage of flammable liquids and gases incidental to a lawful use;
- permanent dwellings for personnel required to be resident on a Lot for the safe and proper operation of a lawful main use;
- day care center;
- health club facility, tennis court, swimming pool;
- roof deck or outdoor terrace;
- Storage lockers, bike storage, parcel pick-up areas.
- Parking garage, including car-sharing and/or bicycle-sharing service.
- On-street parking.
- Valet parking operations.

Exhibit G

Mitigation Measures for Building B

Building	Mitigation
Building B	<ul style="list-style-type: none">• 13% on-site affordable IDP units, if and to the extent Building B contains residential units• In addition to 13% on-site affordable IDP units, 5% on-site affordable units at 80%-120% AMI for any residential units located in such Building, if and to the extent Building B contains residential units• Development Impact Project Exactions (if and to the extent 100,000 SF of Development Impact Project Uses have previously been constructed in the Master Project)• Total MBTA Operational Subsidy of approximately \$726,206 commencing upon issuance of building permit payable over 15 years• Participation in Allston-Brighton TMA, including shuttle and shuttle service commitments noted below• Electric Vehicle Spaces as described in Section 14(d)(iii)(c)• Contribution of \$40,000.00 to the Parks Department at issuance of the Certificate of Occupancy for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood• Total \$1,650,000 contribution to programs and initiatives to advance improvements in the Allston/Brighton community as follows:<ul style="list-style-type: none">○ \$100,000 contribution to Public Realm Fund payable over 10 years commencing upon issuance of the Certificate of Occupancy○ \$1,250,000.00 contribution to fund the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified

	<p>individuals and families to support ownership housing availability, affordability and stability.</p> <ul style="list-style-type: none">○ \$300,000 contribution to the Allston -Brighton TMA upon issuance of the Certificate of Occupancy to augment and fund shuttle and shuttle services● I/I payment to BWSC estimated at \$319,566
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**BOSTON REDEVELOPMENT AUTHORITY
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY**

**BUILDING C DEVELOPMENT PLAN
FOR
PLANNED DEVELOPMENT AREA NO. []**

ALLSTON YARDS, 60 EVERETT STREET, ALLSTON

DATED: OCTOBER 4, 2019

1. Development Plan. In accordance with Section 3-1A, Sections 51-44 through 51-49, and Article 80C of the Boston Zoning Code (as in effect on the date hereof, the “Code”), and that certain Master Plan for Planned Development Area No. [] (the “Master Plan”), for the proposed redevelopment (the “Master Project”) at an existing site commonly known as 60 Everett Street in the Allston neighborhood of Boston (the “Master Plan PDA Area”), this Development Plan for Planned Development Area No. [] (the “Development Plan”) sets forth the proposed location and appearance of structures, densities and dimensions of structures, proposed uses, open spaces and landscaping, proposed traffic circulation, parking and loading facilities, and access to public transportation for Building C of the Master Project (the “Building C Project”) within an approximately 52,700 sq. ft. (1.21 acre) portion of the larger Master Plan PDA Area, (the “Building C Project Site”) as described in the legal description attached as Exhibit A hereto, and as shown on the plan attached hereto as Exhibit B. This Development Plan also describes proposed public benefits, sustainability measures and green building designs, and signage for the Building C Project.

The Master Project, including the Building C Project, has completed review under Article 80B of the Code and will follow the Development Review Procedures outlined in Section 15 of this Development Plan. A Project Notification Form for the Master Project was filed with the Boston Redevelopment Authority, doing business as the Boston Planning & Development Agency (the “BPDA”) on January 22, 2018. The BPDA issued a Scoping Determination for the Master Project (including the Building C Project) under Section 80B of the Code on August 3, 2018. A joint Expanded Environmental Notification Form/Draft Project Impact Report for the Master Project (including the Building C Project) was subsequently filed with the BPDA on February 22, 2019 (the “DPIR”). A response to comments on the DPIR was filed with the BPDA on October 4, 2019. A Preliminary Adequacy Determination waiving the requirement for a Final Project Impact Report was issued by the BPDA on [_____, 2019]. Following the public review process and the BPDA’s approval of the Master Project pursuant to Article 80B of the Code, and based upon that process and the approval of this Development Plan, final plans and specifications for the Building C 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 and compliance with this Development Plan.

This Development Plan consists of [] ([]) pages of text and Exhibits []. All references herein to this Development Plan refer to such pages and exhibits.

2. The Proponent. The proponent of this Master Plan is Stop & Shop Supermarket Company LLC (“Stop & Shop”) with New England Development as Master Developer (together,

as appropriate, and collectively with its affiliates and their respective successors and assigns, the “**Proponent**”). An affiliate of Stop & Shop, WJG Realty Company, LLC is the current owner of the PDA Area and the entire Master Project.

3. General Description of the Project. This Development Plan sets forth information regarding the Building C Project, which includes construction of up to 340,000 square feet (“**SF**”) of gross floor area (“**GFA**”) including but not limited to Residential Uses with retail, entertainment, restaurant and/or service uses, and accessory uses, including parking. Building C will include up to 386 residential units and 200 parking spaces.

The Building C Project is anticipated to be a phase of the Master Plan which has been reviewed and approved by the BPDA. The Master Plan contemplates the construction of four (4) buildings and related infrastructure, as part of a phased redevelopment of the Master Plan PDA Area. The Building C Project may be constructed in phases, each of which may have subphases. The Proponent intends to redevelop a site currently occupied by a Stop & Shop and other retail uses, approximately 450 parking spaces and no open space with a transit-oriented development consisting of residential, office, restaurant, fitness and retail uses and the Community Green and other public amenities. At full build, the approved Master Project will include up to 868 residential units; up to 350,000 SF of GFA of office use; up to 67,000 SF of GFA of grocery use; and up to 50,000 SF of GFA of retail/entertainment/restaurant/service uses.

4. Proposed Location and Appearance of Structure. The location and appearance of the building that will be constructed as part of the Building C Project (“**Building C**”) will be generally consistent with the schematic plans attached hereto as Exhibit C, but the architectural details of Building C will be presented as part of the BPDA’s design review as described in Section 15. Final plans and specifications for the Building C Project will be submitted to the BPDA for certification as to consistency with this Development Plan.

5. Densities and Dimensions of Structure. The Building C Project consists of Building C as shown on Exhibit C, which shall have the maximum building height and Gross Floor Area as more specifically set forth in Exhibit D. In acknowledgement of the likelihood that parking demand may decrease over the life of Building C, in the event that the Proponent converts space within the parking garage to uses constituting Gross Floor Area, or uses accessory thereto, the maximum Gross Floor Area shown on Exhibit D for the Building C Project shall be deemed automatically increased by the area of such converted space, and the total permitted Gross Floor Area for the Building C Project Site and for the Master Plan PDA Area shall be increased accordingly.

At the Proponent’s request, with the approval of the BPDA through issuance of a Certification of Consistency, unused Gross Floor Area allowed as part of any other phase of the Master Project may be included in the Building C Project and any unused Gross Floor Area of the Building C Project may be reallocated to and included as part of any other phase of the Master Project, provided that the Total GFA in any Building may not be increased by more than 10% without an amendment of the Master Plan and this PDA Development Plan as may be determined by the BPDA. Provided further that any change of use within Building C by more than 10% of the total GFA may also require an Amendment to this Development Plan as determined by the BPDA. Building C shall be in compliance with this Plan provided that the Gross Floor Area of Building

C does not exceed by more than ten percent (10%) above the Maximum Build Out shown on **Exhibit D** the maximum Gross Floor Areas approved by this Plan. Overall PDA Area-wide Gross Floor Area will not exceed 1,212,500 SF nor a Floor Area Ratio (“**FAR**”) for the full Master Project of up to 2.64, except as affected by the conversion of garage space to usable space as provided herein or in the Master Plan. Proposed changes to Gross Floor Area that exceed the above-referenced 10% for the Building C Project will require an amendment to this Plan. “**Gross Floor Area**” (or GFA as used herein) shall have the meaning set forth in Article 2A of the Code and also shall exclude below-grade space, parking, loadings, ramps, mechanical and elevator space and shafts, and storage space. This Development Plan shall supersede the otherwise applicable dimensional, design and other requirements of the Code (including without limitation the provisions set out in Sections 51-19 to 21 and 51-51 to 57), which shall not be applicable to the Building C Project Site.

6. Proposed Uses. All or portions of the Building C Project Site are currently used for surface parking, access drives and signage, and such uses on Building C Project Site will be allowed until development commences on the Building C Project Site in accordance with this Plan. Notwithstanding anything herein to the contrary, the Existing Interim Uses, as such term is defined in Section 19 of the Master Plan, shall be allowed as set forth in such Section.

The Project is being developed as a mixed-use project. **Exhibit E** lists the approved uses for the Building C Project. In addition to the uses described on **Exhibit E**, uses allowed by underlying zoning are allowed within the Building C Project Site. **Exhibit F** lists the allowed uses and use categories for the Master Plan PDA Area, which uses are allowed as either main, accessory, ancillary or interim uses, provided that the uses are approved pursuant to **Exhibit E** or as otherwise provided in this paragraph. The Accessory, Ancillary and Interim Uses listed on **Exhibit F** are allowed for the Building C Project if they are accessory or ancillary to a main use allowed by **Exhibit E** or otherwise provided in this paragraph. Material deviations from the uses listed on **Exhibit E** shall require the approval of the BPDA’s Board of Directors and an amendment to this Plan. The placement and maintenance of rooftop wireless communications and other telecommunications equipment such as antennae, dishes, equipment mounting, and equipment mounting structures and rooftop energy equipment such as solar panels and equipment shall be allowed, subject only to design review by the BPDA.

7. Open Space and Landscaping. The Building C Project is part of the Master Project, which includes the construction of an approximately one-acre Community Green in connection with Building A, as described in the Master Plan. The Building C Project may contain private-use rooftop amenity areas, subject to final building design. The Building C Project may provide landscaping within the hardscaped plazas and sidewalks adjacent to the Building C Project site. Specific improvements within such areas, if proposed by the Building C Project, will be developed in connection with the Boston Transportation Department, BPDA and Public Improvement Commission and, once approved, will be deemed consistent with the Development Plan and the Master Plan.

8. Traffic Circulation. The Building C Project, will be accessed via Guest Street Extension, East Street, West Street and Braintree Street Extension. Parking and loading access is anticipated to be provided off of Braintree Street Extension. These roadways are anticipated to be constructed by the Building A Project developer, however, certain aspects of such roadways and

sidewalks may be constructed, modified or completed by the Building C Project, in consultation with the Boston Transportation Department (“BTD”), the BPDA and the Public Improvement Commission. The Proponent shall comply with the Boston Bicycle Parking Guidelines for provisions of short term and employee/resident bicycle parking, to be reviewed and approved by the Boston Transportation Department (“BTD”). In connection with this, at the Proponent’s request, the BPDA may approve changes in the location and/or dimensions of the proposed roadways, bus lane and bicycle and pedestrian paths provided that such changes are consistent with the character of the Master Project. In such case, specific road, sidewalk and bicycle lane locations and layouts will be developed in consultation with the Boston Transportation Department, BPDA and Public Improvement Commission and, once approved, will be deemed consistent with this Development Plan and the Master Plan.

Pursuant to the Master Transportation Improvement Agreement to be entered into by the Proponent and BTD, the owner of Building C shall enter into a separate Transportation Access Plan Agreement with BTD prior to the issuance of a Certification of Compliance and a Certification of Consistency pursuant to Article 80B and 80C.

9. Proposed Parking and Loading. As currently contemplated, the Building C Project’s parking garage will include capacity for the parking of approximately 200 vehicles. The Building C Project will have its own loading areas and loading bays internal to the Building. The Building C Project’s parking and loading facilities, including bicycle facilities, and traffic circulation shall be subject to design review and approval by the BPDA prior to the issuance of a Certification of Compliance and a Certification of Consistency, and the parking and loading facilities and traffic circulation approved for the Building as part of such review shall be deemed to be in compliance with this Development Plan upon issuance of a Certification of Compliance and Certification of Consistency pursuant to Sections 80B-6 and 80C-8 of the Code, respectively. All other traffic, parking, loading and circulation requirements of the Code shall not be applicable to the Building C Project and the Building C Site and are superseded by this Development Plan.

10. Access to Public Transportation. The Master Plan PDA Area and Building C Project Site are currently well served by ten (10) Massachusetts Bay Transportation Authority (“MBTA”) bus routes and the Boston Landing MBTA commuter rail station. Subject to the approval of the MBTA and other public agencies, the Building A Project will include the slight rerouting of the Route 64 bus down Guest Street extension to Everett Street and the construction of two new bus shelters. A new bus lane will be operational on Guest Street between Arthur Street and Everett Street. As part of development of the Building A Project, the Building A Project Proponent has agreed to install transit signal priority improvements and construct new connections to the Boston Landing MBTA commuter rail station, including a new BlueBike station and secure bike rack along Braintree Street. These improvements are not the obligation of the Building C Project but will benefit the residents and employees of the Building C Project, Master Project, Boston Landing, and the larger Allston neighborhood that utilize the Boston Landing MBTA commuter rail station, the 64 bus route, and other public transportation serving the area. Subject to approval by the MBTA, the Proponent will make a transit subsidy payment to the MBTA to enhance commuter rail and bus route operations in the Allston/Brighton neighborhood. The Proponent will also join the Allston-Brighton TMA.

11. Housing. The Building C Project includes the development of any new residential units (which may include compact units as described in the City's Compact Living Policy dated October 11, 2018), including thirteen (13%) affordable units under the Mayor's Inclusionary Development Policy housing program under the Mayor's Order Relative to Inclusionary Development dated December 9, 2015 (the "IDP"). In addition to thirteen percent (13%) affordable IDP units, five percent (5%) of the residential units will be affordable units at 80%-120% of Area Median Income. Pursuant to the Master Affordable Housing Agreement to be entered into by the Proponent and the BPDA with respect to the Master Project, the owner of Building C shall enter into a separate Affordable Housing Agreement with the BPDA prior to the issuance of a Certification of Compliance and a Certification of Consistency pursuant to Article 80B. The required affordable housing units may be provided on-site as required by the IDP, or subject to the approval of the BPDA may be redistributed to other buildings within the Master Plan PDA Area.

12. Signage. The signage program for the Building C Project shall be subject to design review by the BPDA, and any "Sign" that is approved by the BPDA shall be deemed to be in compliance with this Development Plan.

13. Public Benefits.

The following public benefits will be provided with the construction of the Building C Project.

- a. Contribution to Parks Department. Building C will contribute \$40,000 to the Parks Department for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood.
- b. \$750,000.00 contribution to fund the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability.
- c. Public Realm Fund. Building C will contribute \$400,000.00 to programs and initiatives to advance improvements to the Allston/Brighton community including:
 - (i) \$100,000.00 to a Public Realm Fund managed by the Public Realm Fund Management Entity as defined in the Master Plan, with funds made available on a grant basis to local non-profits and organizations or governmental entities for public realm improvements and programs in the Allston/Brighton community;
 - (ii) \$300,000.00 to the Allston-Brighton TMA as a capital commitment to augment and fund shuttle and shuttle services provided by the Allston-Brighton TMA.

d. Sustainable Design/Green Building

- (i) Green Building. The Building C Project will incorporate sustainable/green building design, construction, and operational measures so that the Building C Project is LEEDv4 Silver certifiable, in compliance with Article 37, Green Buildings of the Code. The Proponent has developed pathways to potentially achieve higher levels of LEED certifiability, and intends to continue exploring the opportunities one or more of the three residential buildings (Building A, C and D) to achieve the LEED New Construction Gold level certifiability.
- (ii) Stormwater. The Building C Project will capture and infiltrate a volume of rainwater equal to 1.25" of rainwater over the impervious area of the Block, in compliance with the BPDA Smart Utilities Policy and Boston Water and Sewer Commission requirements.
- (iii) Energy Conservation/GHG Emissions Reductions. The Building C Project will undertake various energy conservation and GHG emission reduction strategies:
 - a) Reduction of overall annual energy consumption through the implementation of energy optimizing building design and systems, which would result in a reduction in stationary source CO2 emissions when compared to a building design that meets the minimum building code requirements.
 - b) Compliance with the Massachusetts Stretch Energy Code requirement to be 10% better than ASHRAE 90.1-2013.
 - c) Provide 10% Electric Vehicle (EV) charging stations for non-short term parking spaces. An additional 15% of such space will be EV ready (for a total of 25%), to further reduce GHG emissions associated with vehicles. The project's Transportation Access Plan Agreement will incorporate annual monitoring that informs when, and how many, of the EV charging stations should be installed.
 - d) Continue to evaluate building design and alternative energy options throughout design.
 - e) Study the feasibility of a District Energy Microgrid system and incorporation of alternative energy options.
 - f) The Proponent will evaluate implementation of passive housing principles into the design of Building C.
 - g) On-Site Generation (Solar PV) Study and Roofs Constructed PV-Ready.

In addition to the above listed benefits, a comprehensive list of specific mitigation measures for the Building C Project is attached as **Exhibit G**.

14. **Development Review Procedures**. Building C is subject to Large Project Review under Section 80B of the Code. Final plans and specifications for Building B shall be subject to review and approval by the BPDA in accordance with the process described below, which shall include review by the Boston Civic Design Commission, and further review by the BPDA of the schematic design, design development and construction drawings, pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code. Prior to the approval of a Certification of Compliance and a Certification of Consistency for Building C, or portions thereof pursuant to this Development Plans, the BPDA shall complete the following review process. At the time of review and approval of final plans and specifications for Building C, the developer shall provide updates to the noise, wind and shadow studies included in the Draft Project Impact Report for review by the BPDA. If such updated studies require different or additional mitigation, such mitigation will be included in the Cooperation Agreement to be entered into for the Building. Final plans and specifications for Building C will be subject to the following:

- a. there shall be a pre-submission meeting by the Proponent with BPDA staff to initiate the process and review the proposed request,
- b. following the pre-submission meeting, the Proponent shall submit a building design review package for the applicable portion of the Master Project, which shall contain:
 - (i) schematic design documents, including a site plan, schematic building plans, open space and landscaping plans, and schematic roadway designs,
 - (ii) studies with respect to wind, shadow, solar glare, and daylight/skydome,
 - (iii) the most recent traffic monitoring reports for traffic generated by the Master Project,
 - (iv) a LEED checklist for each building,
 - (v) drainage plans,
 - (vi) updated information regarding relevant utility infrastructure,
 - (vii) a description of the mitigation that will be provided with respect to each building in accordance with the approved mitigation schedule for the applicable building
 - (viii) a construction management plan regarding construction period impacts, and
 - (vi) a fact sheet summarizing the information contained in the building design review package.

- c. copies of the building design review package shall be provided for review to elected officials representing the Master Plan PDA Area, relevant City agencies, the Boston Civic Design Commission, and the Impact Advisory Group (the "IAG"),
- d. the Proponent shall present the building design review package to the IAG and answer questions from the IAG, and the IAG shall have an opportunity to provide comments to the BPDA,
- e. the time period for IAG members and community members to provide comments to the BPDA shall be at least 30 days following the IAG meeting, and
- f. the BPDA shall complete its review of the schematic design and other submitted materials pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code.

The BPDA shall not approve issuance of the requested Certification of Consistency and Certification of Compliance until the foregoing process has been completed. The issuance of the Certification of Consistency and Certification of Compliance shall also be subject to further review by the BPDA of the design development and construction drawings for Building C pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code. Aspects of the Project may also require approvals of other governmental agencies, such as the City of Boston's Public Improvement Commission and the Boston Conservation Commission. No permits for any phase of the Master Project, as the same may be amended, shall be required from the Zoning Board of Appeals.

The Proponent may seek to modify the Building C. Proposed minor modifications to the Project will be subject only to the approval of the BPDA's Director under this Development Plan and Master Plan through issuance of a Certification of Consistency, without an amendment of this Development Plan or Master Plan or further BPDA action, unless the Director determines that the changes are not consistent with this Development Plan and/or Master Plan. Changes to the amounts and/or timing of the funding contributions described in Section 15, or to the initiatives that those contributions will fund, shall be subject to the approval of the BPDA but shall not require an amendment to this Plan.. The Building C Project is subject to Large Project Review under Section 80B of the Code. Final plans and specifications for any portion of the Building C Project shall be subject to review and approval by the BPDA in accordance with its Development Review Procedures.

The BPDA has approved the schematic plans attached hereto as **Exhibit C**. The BPDA's approval of final plans and specifications shall confirm their consistency with this Development Plan. Proposed minor modifications to the Building C Project, are allowed subject only to BPDA Design Review approval, without requiring an amendment to this Development Plan or further BPDA action, unless the Director determines that the changes are not consistent with this Development Plan. Changes to the amounts and/or timing of the funding contributions described in Section 14, or to the initiatives that those contributions will fund, shall be subject to the approval of the BPDA but shall not require an amendment to this Plan.

15. Applicability Plan. Applicability. Upon issuance of a Certification of Compliance and Certification of Consistency or partial certificates pursuant to Sections 80B-6 and 80C-8 of the Code, the buildings and other improvements subject to the same shall be deemed to be in compliance with the dimensional, design and environmental requirements as set forth in this Development Plan and constitutes compliance with the requirements of the Code to the extent such requirements have been addressed in this Plan. To the extent that any aspect of proposed uses and proposed structures addressed in this Plan are in conflict with any requirement of the Code or Master Plan, this Plan shall govern.

In order to implement the Building C Project, new legal lots in the area constituting the Master Plan PDA Area may be created and one or more may be leased or conveyed to be in separate ownership. Notwithstanding that legal lots may be in separate legal ownership and/or separated by streets, each separate Building shall be eligible for and may receive a Certification of Compliance and Certification of Consistency. Noncompliance of any Building in the Master Plan PDA Area shall not affect compliance of any other Building for which a Certificate of Consistency has been issued, or the right to construct any other Building contemplated by this Plan.

16. Amendment of Plan. The owner of Building C Plan may seek to amend this Plan in accordance with the procedures prescribed by the Code without the consent of any other owner of land within the Master Plan PDA Area, provided, however, that no such amendment shall affect the obligations of any other owner of land within the Master Plan PDA Area under the Master Plan or any agreements between the Proponent and the BPDA or other City agencies. In the event that any amendment to this Plan proposed by the owner of Building C is approved, and such amendment affects the overall compliance of the Building C Project with this Plan, this 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 Plan.

17. Miscellaneous. Unless otherwise set forth herein, all references to terms set forth in the Code shall have the meaning set forth in the Code, as amended to the effective date hereof, and not as the same may be amended hereafter, as affected herein.

Exhibit A

Legal Description of Building C Site

[see attached]

Legal Description –Allston Yards PDA “C”

A certain PDA parcel “C” over land, consisting of five lots, both registered and unregistered, owned now or formerly WJG Realty Company LLC, located north of North Beacon Street and west of Everett Street in the City of Boston (Allston), in the County of Suffolk, and the Commonwealth of Massachusetts, bounded and described as follows:

S 10°57'44" W a distance of Two Hundred Fifty and Forty Hundredths feet (250.40') by the westerly sideline of East Street to a point; thence

Southwesterly and curving to the right along the arc of a curve having a radius of Nine and Ninety One Hundredths feet (9.91'), a length of Fourteen and No Hundredths feet (14.00') and a chord length of Twelve and Eighty Seven Hundredths feet (12.87') with a chord bearing of S 51°11'12" W to a point; thence

Westerly and curving to the left along the arc of a curve having a radius of Five Hundred Eight and No Hundredths feet (508.00'), a length of Thirty Three and Seventy Eight Hundredths feet (33.78') and a chord length of Thirty Three and Seventy Seven Hundredths feet (33.77') with a chord bearing of N 71°48'17" W to a point; thence

Westerly and curving to the left along the arc of a curve having a radius of Two Thousand Six Hundred Three and No Hundredths feet (2603.00'), a length of One Hundred Thirty Six and Ninety Three Hundredths feet (136.93') to a point; thence

Westerly and curving to the left along the arc of a curve having a radius of One Thousand One Hundred Fifty and Fifty Hundredths feet (1150.50'), a length of Thirteen and Two Hundredths feet (13.02') to a point; thence

Northwesterly and curving to the right along the arc of a curve having a radius of Nine and Ninety Seven Hundredths feet (9.97'), a length of Twelve and Twenty Hundredths feet (12.20') and a chord length of Eleven and Forty Five Hundredths feet (11.45') with a chord bearing of N 24°01'12" W to a point , the last five (5) courses by the northerly sideline of Guest Street Extension; thence

N 10°57'44" E a distance of Two Hundred Thirty Six and Eighty Six Hundredths feet (236.86') by the easterly sideline of West Street to a point; thence

Northeasterly and curving to the right along the arc of a curve having a radius of Fifteen and No Hundredths feet (15.00'), a length of Twenty Three and Fifty Five Hundredths feet (23.55') to a point; thence

S 79°05'17" E a distance of One Hundred Sixty Eight and No Hundredths feet (168.00') to a point; thence

Southeasterly and curving to the right along the arc of a curve having a radius of Fifteen and No Hundredths feet (15.00'), a length of Twenty Three and Fifty Eight Hundredths

feet (23.58') to the point of beginning. The last three (3) courses by the southerly sideline of Braintree Street Extension.

Said parcel "C" contains 52,714 square feet or 1.210 acres more or less.

Exhibit B

Building C Project Site Plan

[see attached]

Exhibit C

SCHEMATIC PLANS

[see attached]

Exhibit D

Max. Build Out (sf of GFA) and Maximum Height

Building	Maximum Build Out (SF of GFA)	Maximum Building Height (ft)**	Maximum FAR***
C	340,000*	232	N/A

*The approximate SF of GFA by use in Building C are as follows:

- Residential Uses: 330,400 SF of GFA
- Retail/Entertainment/Restaurant/Service and Accessory Uses: 9,600 SF of GFA

The uses may be reallocated among Buildings in the Master Project and the GFA of uses may be increased, lowered or reallocated in each Building subject to the Maximum Build Out as affected by Section 6 of this Plan.

** Maximum Building Height shall be measured in accordance with Article 2A of the Code. Roof structures, decks, penthouses, penthouse mechanicals and equipment may be located on the roof of buildings (including for the purpose of implementing solar and green energy concepts such as solar panels and green roof areas) above the Maximum Building Height of such Building, subject to design review and approval by the BPDA.

*** When calculating maximum FAR, the denominator shall be the PDA Area and the numerator shall be the GFA on the entire Master Project Site calculated excluding below-grade spaces, parking, loading, ramps, mechanical and storage space.

Exhibit E

Approved Uses for Building C Project

<u>Building</u>	<u>Approved Uses¹</u>
Building C	Office and Research Uses
	Residential Uses
	Retail/Entertainment/Restaurant/Service Uses
	Educational/Cultural Uses/Place of Worship
	Open Space Uses
	Interim Uses
	Parking Uses

¹ For the purposes of this Exhibit E, the Approved Uses listed below may include Accessory and Ancillary Uses listed on Exhibit F. This Exhibit E governs the Allowed Uses for Building C. Any changes to the uses for this Building shall be subject to an amendment to this Development Plan and the Master Plan for such Building.

Exhibit F

List of Allowed Uses in the PDA Area

Office and Research Uses

Office Uses

- Office of professional persons, not accessory to a main use;
- Real estate, insurance, financial service institution, or other agency or government office;
- Office building, post office, bank or similar establishment;
- Medical office, which includes walk-in clinic and/or urgent care
- Office/High-Tech/Research & Development/Lab including
 - Laboratories, small business incubators, and/or facilities for teaching and for theoretical, basic and applied research, product development and testing, prototype fabrication or production of experimental products; vivarium; the keeping of marine life or laboratory animals incidental to a research or development use; storage and office use accessory to a research or development use
 - Design, development, manufacture, compounding, packaging, processing, fabrication, altering, assembly, repairing, servicing, renting, testing, handling, or transfer of products as would be included in research and development uses or light industrial
- Flexible, communal, or short-term office space
- Incubator or maker space

Provided, however, that no laboratory classified by the U.S Centers for Disease Control as Biosafety Level 3 or 4 (“BSL-3” or “BSL-4”) shall be permitted.

Residential Uses

Residential Uses

- Multi-family residential uses (which may include compact units as defined by and pursuant to the Compact Unit Pilot (or whatever the valid governing policy is at the time of final design approval)); townhouses.
- Artists’ live-work use, which may include smaller unit sizes, flexible unit layouts, combined living and working spaces, and common space shared by residents occupying different units.
- Compact units, which may be included in any other type of residential use.
- Convalescent, nursing, or rest home.

Retail/Entertainment/Restaurant/Service Uses

Local Retail/Services Uses

- Store primarily serving the local retail business or service needs of the neighborhood, including but not limited to chandlery, barber shop, beauty shop, shoe repair shop, self-

service laundry, pick-up and delivery station of laundry or dry cleaner, tailor shop, hand laundry;

- Store retailing one or more of the following, but not limited to: food, baked goods, groceries, drugs, tobacco products, beer/wine/liquor, clothing, dry goods, books, film, video, art, flowers, paint, hardware, and small household appliances.
- Fitness Center, health club, gymnasium, tennis courts, swimming pool, or other recreational or fitness uses.
- Bank branch, post office.
- Sales office for Retail/Entertainment/Restaurant/Service Uses or Residential Uses allowed on the same Block or another Block.
- Maker space.

General Retail Uses

- Department store, furniture store, general merchandise, mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- Grocery store, including e-commerce grocery uses such as but not limited to pick-up facilities, distribution facilities (i.e., Peapod) or wareroom uses.

Restaurant Uses

- Lunchroom, restaurant, cafeteria, brew-pub and brewery, or other place for the service or sale of food or drink for on-premises consumption, including outdoor cafes;
- Place for sale and consumption of food and beverages (other than drive-in restaurants) providing dancing, live music, entertainment or all three;
- In a structure, sale over the counter, not wholly incidental to a local retail business or restaurant use, of food or drink prepared on premises for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out (other than drive-in restaurants).
- Pushcart food vendors.
- Alcoholic Beverage Manufacturing: including breweries, distilleries, wineries and attendant tasting rooms, bars, brew pubs or other on-premise or off-premise alcoholic beverage retail uses, with or without food service.

Entertainment Uses

- Movie theater
- Bowling alley
- Ice or roller skating rink
- Live music performance
- Recorded music performance
- Theatre
- Video game lounge
- Sports bar

Education/Cultural Uses/Place of Worship

Civic/Community Uses and Cultural Facilities

- Museum, gallery or historical exhibit open to public generally;
- Community center, community service facility, visitors' center;
- Daycare center.
- Exhibition hall, conference center, meeting facilities, auditorium.
- Place of Worship; monastery; convent; parish house.
- Artist's studio, Art Uses, Artists' Mixed Use.
- Library
- Community garden

Educational Uses

- Elementary, middle or high school;
- College, university or trade school;
- Education or instructional institution;
- Adult education uses.

Open Space Uses

Open Space/Recreational Uses

- Open space for active or passive recreational use or dedicated to the conservation of natural resources, including but not limited to parks, public gardens, dog parks and playgrounds; public recreational facilities; publicly accessible garden conservatories or botanical gardens.
- Parks, esplanades, boardwalks, and other pedestrian facilities that promote public use and enjoyment of the water and are located at or near the water's edge;
- Cultural, educational, research, or training facilities focused on open space uses;
- Pavilions open to the public and containing uses accessory to open space uses;
- Sale of food, beverage, and other products accessory to open space uses;
- Art, graphics, sculpture, and signage installations accessory to open space uses;
- Recreational events and other programming accessory to open space uses including fitness classes, movie screenings, music concerts, theatre performances, pop-up retail and restaurant uses and public market.

Interim Uses

Interim Uses: After demolition of the Existing Interim Uses, the following interim uses are allowed:

- Parking to serve other Buildings in the Master Plan, which may exist pending redevelopment of a Building on the land which such parking is located.

- Construction/laydown space to facilitate construction of other Buildings in the Master Plan
- Temporary event activation uses, including
 - Markets
 - Pop-Up Events, Retail and Restaurant Uses
- Temporary Signage
- Open Space Uses

Public Infrastructure Uses

Infrastructure Uses

- One or more co facilities for the generation of electricity, heat, and/or cooling.
- Public Services Uses
- Public service substation, automatic telephone exchange, fire station, police station;
- Cable conduit, pipeline crossing, stormwater outlet, or other similar utility structure.
- Transportation Uses
- Public transportation facility, bus station, subway or trolley station.

Parking Uses

- Public parking
- Parking garage, including car-sharing and or bicycle-sharing service
- Parking to serve other Buildings in the Master Plan, notwithstanding the limitations and restrictions of Article 10

Accessory and Ancillary Uses

- Any of the following uses accessory or ancillary to an allowed use, subject to the limitations and restrictions of Article 10:
 - any use accessory or ancillary to, and ordinarily incident to, a lawful main use; provided that such use is not specifically forbidden in the district; and provided further that any such use shall be subject to the same restrictions, conditions, limitations, provisos and safeguards as the use to which it is accessory;
 - an office, within a main building, of an accountant, architect, attorney, dentist, physician, real estate agent, or other professional person who resides in such building;
 - an occupation for profit customarily carried on in a dwelling unit by a person residing therein provided that such occupation is carried on in a main building and requires only equipment ordinarily incident to a dwelling unit and that no nonresident help is employed and that there is no trading in merchandise;
 - the keeping of marine life or laboratory animals incidental to a lawful educational, research center, aquarium, or institutional use;
 - as accessory uses to office uses, restaurants, cafeterias, conference or meeting facilities for use by employees, visitors, and others and incidental to the operation of the office use;
 - as accessory to residential uses, leasing, maintenance, recreational or entertainment facilities for use by residents, visitors, and others and incidental to the operation of the residential use.

- the storage of flammable liquids and gases incidental to a lawful use;
- permanent dwellings for personnel required to be resident on a Lot for the safe and proper operation of a lawful main use;
- day care center;
- health club facility, tennis court, swimming pool;
- roof deck or outdoor terrace;
- Storage lockers, bike storage, parcel pick-up areas.
- Parking garage, including car-sharing and/or bicycle-sharing service.
- On-street parking.
- Valet parking operations.

Exhibit G

Mitigation Measures for Building C

Building	Mitigation
Building C	<ul style="list-style-type: none">• 13% on-site affordable IDP units• In addition to 13% on-site affordable IDP units, 5% on-site affordable units at 80%-120% AMI for any residential units located in such Building• Unless constructed as part of a prior phase and if the final residential Building, units in the Building (if any) will be designated as for-sale units, with 70% of such units restricted of record for owner-occupancy in the amount of the lesser of 110 units or 12% of the total units previously constructed and/or planned for the Master Project• Development Impact Project Exactions (if and to the extent 100,000 SF of Development Impact Project Uses have previously been constructed in the Master Project)• Total MBTA Operational Subsidy of approximately \$752,967 commencing upon issuance of building permit . payable over 15 years• Participation in Allston-Brighton TMA, including shuttle and shuttle service commitments noted below• Electric Vehicle Spaces as described in Section 14(d)(iii)(c)• Contribution of \$40,000.00 to the Parks Department at issuance of the Certificate of Occupancy for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood• Total \$1,150,000 contribution to programs and initiatives to advance improvements in the Allston/Brighton community as follows:<ul style="list-style-type: none">○ \$100,000 contribution to Public Realm Fund payable over 10 years commencing upon issuance of the Certificate of Occupancy

	<ul style="list-style-type: none">○ \$750,000.00 contribution to fund the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability.○ \$300,000 contribution to the Allston-Brighton TMA upon the issuance of the Certificate of Occupancy to augment and fund shuttle and shuttle services● I/I payment to BWSC estimated at \$626,793
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**BOSTON REDEVELOPMENT AUTHORITY
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY**

**BUILDING D DEVELOPMENT PLAN
FOR
PLANNED DEVELOPMENT AREA NO. []**

ALLSTON YARDS, 60 EVERETT STREET, ALLSTON

DATED: OCTOBER 4, 2019

1. Development Plan. In accordance with Section 3-1A, Sections 51-44 through 51-49, and Article 80C of the Boston Zoning Code (as in effect on the date hereof, the “**Code**”), and that certain Master Plan for Planned Development Area No. [] (the “**Master Plan**”), for the proposed redevelopment (the “**Master Project**”) at an existing site commonly known as 60 Everett Street in the Allston neighborhood of Boston (the “**Master Plan PDA Area**”), this Development Plan for Planned Development Area No. [] (the “**Development Plan**”) sets forth the proposed location and appearance of structures, densities and dimensions of structures, proposed uses, open spaces and landscaping, proposed traffic circulation, parking and loading facilities, and access to public transportation for Building D of the Master Project (the “**Building D Project**”) within an approximately 54,900 sq. ft. (1.26 acre) portion of the larger Master Plan PDA Area, (the “**Building D Project Site**”) as described in the legal description attached as Exhibit A hereto, and as shown on the plan attached hereto as Exhibit B. This Development Plan also describes proposed public benefits, sustainability measures and green building designs, and signage for the Building D Project.

The Master Project, including the Building D Project, has completed review under Article 80B of the Code and will follow the Development Review Procedures outlined in Section 15 of this Development Plan. A Project Notification Form for the Master Project was filed with the Boston Redevelopment Authority, doing business as the Boston Planning & Development Agency (the “**BPDA**”) on January 22, 2018. The BPDA issued a Scoping Determination for the Master Project (including the Building D Project) under Section 80B of the Code on August 3, 2018. A joint Expanded Environmental Notification Form/Draft Project Impact Report for the Master Project (including the Building D Project) was subsequently filed with the BPDA on February 22, 2019 (the “**DPIR**”). A response to comments on the DPIR was filed with the BPDA on October 4, 2019. A Preliminary Adequacy Determination waiving the requirement for a Final Project Impact Report was issued by the BPDA on [_____, 2019]. Following the public review process and the BPDA’s approval of the Master Project pursuant to Article 80B of the Code, and based upon that process and the approval of this Development Plan, final plans and specifications for the Building D 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 and compliance with this Development Plan.

This Development Plan consists of [] ([]) pages of text and Exhibits []. All references herein to this Development Plan refer to such pages and exhibits.

2. The Proponent. The proponent of this Master Plan is Stop & Shop Supermarket Company LLC (“**Stop & Shop**”) with New England Development as Master Developer (together, as appropriate, and collectively with its affiliates and their respective successors and assigns, the “**Proponent**”). An affiliate of Stop & Shop, WJG Realty Company, LLC is the current owner of the PDA Area and the entire Master Project.

3. General Description of the Project. This Development Plan sets forth information regarding the Building D Project, which includes construction of approximately 264,000 square feet (“**SF**”) of gross floor area (“**GFA**”) including but not limited to Residential Uses with retail, entertainment, restaurant and/or service uses, and accessory uses, including parking. Building B will include approximately 306 units and 150 parking spaces.

The Building D Project is anticipated to be a phase of the Master Plan which has been reviewed and approved by the BPDA. The Master Plan contemplates the construction of four (4) buildings and related infrastructure, as part of a phased redevelopment of the Master Plan PDA Area. [The Building D Project may be constructed in phases, each of which may have subphases. The Proponent intends to redevelop a site currently occupied by a Stop & Shop and other retail uses, up to 450 parking spaces and no open space with a transit-oriented development consisting of residential, office, restaurant, fitness and retail uses and the Community Green and other public amenities. At full build, the approved Master Project will include up to 868 residential units; up to 350,000 SF of GFA of office use; up to 67,000 SF of GFA of grocery use; and up to 50,000 SF of GFA of retail/entertainment/restaurant/service uses.

4. Proposed Location and Appearance of Structure. The location and appearance of the building that will be constructed as part of the Building D Project (“**Building D**”) will be generally consistent with the schematic plans attached hereto as Exhibit C, but the architectural details of Building D will be presented as part of the BPDA’s design review as described in Section 15. Final plans and specifications for the Building D Project will be submitted to the BPDA for certification as to consistency with this Development Plan.

5. Densities and Dimensions of Structure. The Building D Project consists of Building D as shown on Exhibit C, which shall have the maximum building height and Gross Floor Area as more specifically set forth in Exhibit D. In acknowledgement of the likelihood that parking demand may decrease over the life of Building D, in the event that the Proponent converts space within the parking garage to uses constituting Gross Floor Area, or uses accessory thereto, the maximum Gross Floor Area shown on Exhibit D for the Building D Project shall be deemed automatically increased by the area of such converted space, and the total permitted Gross Floor Area for the Building D Project Site and for the Master Plan PDA Area shall be increased accordingly.

At the Proponent’s request, with the approval of the BPDA through issuance of a Certification of Consistency, unused Gross Floor Area allowed as part of any other phase of the Master Project may be included in the Building D Project and any unused Gross Floor Area of the Building D Project may be reallocated to and included as part of any other phase of the Master Project, provided that the Total GFA in any Building may not be increased by more than 10% above the Maximum Build Out shown on Exhibit D without an amendment of the Master Plan and this PDA Development Plan as may be determined by the BPDA. Provided further that any

change of use within Building D by more than 10% of the total GFA may also require an Amendment to this Development Plan as determined by the BPDA. Building D shall be in compliance with this Plan provided that the Gross Floor Area of Building D does not exceed by more than ten percent (10%) the maximum Gross Floor Areas approved by this Plan. Overall PDA Area-wide Gross Floor Area will not exceed 1,212,500 SF nor a Floor Area Ratio (“**FAR**”) for the full Master Project of up to 2.64, except as affected by the conversion of garage space to usable space as provided herein or in the Master Plan. Proposed changes to Gross Floor Area that exceed the above-referenced 10% for the Building D Project will require an amendment to this Plan. “**Gross Floor Area**” (or GFA as used herein) shall have the meaning set forth in Article 2A of the Code and also shall exclude below-grade space, parking, loadings, ramps, mechanical and elevator space and shafts, and storage space. This Development Plan shall supersede the otherwise applicable dimensional, design and other requirements of the Code (including without limitation the provisions set out in Sections 51-19 to 21 and 51-51 to 57), which shall not be applicable to the Building D Project Site.

6. Proposed Uses. All or portions of the Building D Project Site are currently used for surface parking, access drives and signage, and such uses on Building D Project Site will be allowed until development commences on the Building D Project Site in accordance with this Plan. Notwithstanding anything herein to the contrary, the Existing Interim Uses, as such term is defined in Section 19 of the Master Plan, shall be allowed as set forth in such Section.

The Project is being developed as a mixed-use project. Exhibit E lists the approved uses for the Building D Project. In addition to the uses described on Exhibit E, uses allowed by underlying zoning are allowed within the Building D Project Site. Exhibit F lists the allowed uses and use categories for the Master Plan PDA Area, which uses are allowed as either main, accessory, ancillary or interim uses, provided that the uses are approved pursuant to Exhibit E or as otherwise provided in this paragraph. The Accessory, Ancillary and Interim Uses listed on Exhibit F are allowed for the Building D Project if they are accessory or ancillary to a main use allowed by Exhibit E or otherwise provided in this paragraph. Material deviations from the uses listed on Exhibit E shall require the approval of the BPDA’s Board of Directors and an amendment to this Plan. The placement and maintenance of rooftop wireless communications and other telecommunications equipment such as antennae, dishes, equipment mounting, and equipment mounting structures and rooftop energy equipment such as solar panels and equipment shall be allowed, subject only to design review by the BPDA.

7. Open Space and Landscaping. The Building D Project is part of the Master Project, which includes the construction of an approximately one-acre Community Green in connection with Building A, as described in the Master Plan. The Building D Project may contain private-use rooftop amenity areas, subject to final building design. The Building D Project may provide landscaping within the hardscaped plazas and sidewalks adjacent to the Building D Project site. Specific improvements within such areas, if proposed by the Building D Project, will be developed in connection with the Boston Transportation Department, BPDA and Public Improvement Commission and, once approved, will be deemed consistent with the Development Plan and the Master Plan.

Traffic Circulation. The Building D Project will be accessed via Guest Street Extension, West Street and Braintree Street Extension. Parking and loading access are anticipated to be

provided off of Braintree Street Extension. These roadways are anticipated to be constructed by the Building A Project developer, however, certain aspects of such roadways and sidewalks may be constructed, modified or completed by the Building D Project in consultation with the Boston Transportation Department ("BTD"), the BPDA and the Public Improvement Commission. The Proponent shall comply with the Boston Bicycle Parking Guidelines for provisions of short term and employee/resident bicycle parking, to be reviewed and approved by the Boston Transportation Department ("BTD"). In connection with this, at the Proponent's request, the BPDA may approve changes in the location and/or dimensions of the proposed roadways, bus lane and bicycle and pedestrian paths provided that such changes are consistent with the character of the Master Project. Specific road, sidewalk and bicycle lane locations and layouts will be developed in consultation with the Boston Transportation Department, BPDA and Public Improvement Commission and, once approved, will be deemed consistent with this Development Plan and the Master Plan.

Pursuant to the Master Transportation Improvement Agreement to be entered into by the Proponent and BTD, the owner of Building D shall enter into a separate Transportation Access Plan Agreement with BTD prior to the issuance of a Certification of Compliance and a Certification of Consistency pursuant to Article 80B and 80C.

8. Proposed Parking and Loading. As currently contemplated, the Building D Project's parking garage will include capacity for the parking of approximately 150 vehicles. The Building D Project will have its own loading areas and loading bays internal to the Building. The Building D Project's parking and loading facilities, including bicycling facilities, and traffic circulation shall be subject to design review and approval by the BPDA prior to the issuance of a Certification of Compliance and a Certification of Consistency, and the parking and loading facilities and traffic circulation approved for the Building as part of such review shall be deemed to be in compliance with this Development Plan upon issuance of a Certification of Compliance and Certification of Consistency pursuant to Sections 80B-6 and 80C-8 of the Code, respectively. All other traffic, parking, loading and circulation requirements of the Code shall not be applicable to the Building D Project and the Building D Site and are superseded by this Development Plan.

9. Access to Public Transportation. The Master Plan PDA Area and Building D Project Site are currently well served by ten (10) Massachusetts Bay Transportation Authority ("MBTA") bus routes and the Boston Landing MBTA commuter rail station. Subject to the approval of the MBTA and other public agencies, the Building A Project will include the slight rerouting of the Route 64 bus down Guest Street extension to Everett Street and the construction of two new bus shelters. A new bus lane will be operational on Guest Street between Arthur Street and Everett Street. As part of development of the Building A Project, the Building A Project Proponent has agreed to install transit signal priority improvements, construct new connections to the Boston Landing MBTA commuter rail station, including a new BlueBike station and secure bike rack along Braintree Street. These improvements are not the obligation of the Building D Project but will benefit the residents and employees of the Building D Project, Master Project, Boston Landing, and the larger Allston neighborhood that utilize the Boston Landing MBTA commuter rail station, the 64 bus route, and other public transportation serving the area. Subject to approval by the MBTA, the Proponent will make a transit subsidy payment to the MBTA to enhance commuter rail and bus route operations in the Allston/Brighton neighborhood. The Proponent will also join the Allston-Brighton TMA.

10. Housing. The Building D Project includes the development of any new residential units (which may include compact units as described in the City's Compact Living Policy dated October 11, 2018), including thirteen (13%) affordable units under the Mayor's Inclusionary Development Policy housing program under the Mayor's Order Relative to Inclusionary Development dated December 9, 2015 (the "IDP"). In addition to thirteen percent (13%) affordable IDP units, five percent (5%) of the residential units will be affordable units at 80%-120% of Area Median Income. Pursuant to the Master Affordable Housing Agreement to be entered into by the Proponent and the BPDA with respect to the Master Project, the owner of Building D shall enter into a separate Affordable Housing Agreement with the BPDA prior to the issuance of a Certification of Compliance and a Certification of Consistency pursuant to Article 80B. The required affordable housing units may be provided on-site as required by the IDP, or subject to the approval of the BPDA may be redistributed to other buildings within the Master Plan PDA Area.

11. Signage. The signage program for the Building D Project shall be subject to design review by the BPDA, and any "Sign" that is approved by the BPDA shall be deemed to be in compliance with this Development Plan.

12. Public Benefits.

The following public benefits will be provided with the construction of the Building D Project.

- a. Contribution to Parks Department. Building D will contribute \$40,000.00 to the Parks Department for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood.
- b. \$750,000.00 contribution to fund the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability.
- c. Public Realm Fund. Building D will contribute \$400,000.00 to programs and initiatives to advance improvements to the Allston/Brighton community including:
 - (i) \$100,000.00 to a Public Realm Fund managed by the Public Realm Fund Management Entity as defined in the Master Plan, with funds made available on a grant basis to local non-profits and organizations or governmental entities for public realm improvements and programs in the Allston/Brighton community.
 - (ii) \$300,000 to the Allston-Brighton TMA as a capital commitment to augment and fund shuttle services provided by the Allston-Brighton TMA.
- d. Sustainable Design/Green Building

- (i) Green Building. The Building D Project will incorporate sustainable/green building design, construction, and operational measures so that the Building D Project is LEEDv4 Silver certifiable, in compliance with Article 37, Green Buildings of the Code. The Proponent has developed pathways to potentially achieve higher levels of LEED certifiability, and intends to continue exploring the opportunities for one or more of the three residential buildings (Building A, C and D) to achieve the LEED New Construction Gold level certifiability.
- (ii) Stormwater. The Building D Project will capture and infiltrate a volume of rainwater equal to 1.25" of rainwater over the impervious area of the Block, in compliance with the BPDA Smart Utilities Policy and Boston Water and Sewer Commission requirements.
- (iii) Energy Conservation/GHG Emissions Reductions. The Building D Project will undertake various energy conservation and GHG emission reduction strategies:
 - a) Reduction of overall annual energy consumption through the implementation of energy optimizing building design and systems, which would result in a reduction in stationary source CO2 emissions when compared to a building design that meets the minimum building code requirements.
 - b) Compliance with the Massachusetts Stretch Energy Code requirement to be 10% better than ASHRAE 90.1-2013.
 - c) Provide 10% Electric Vehicle (EV) charging stations for non-short term parking spaces. An additional 15% of such space will be EV ready (for a total of 25%), to further reduce GHG emissions associated with vehicles. The project's Transportation Access Plan Agreement will incorporate annual monitoring that informs when, and how many, of the EV charging stations should be installed.
 - d) Continue to evaluate building design and alternative energy options throughout design.
 - e) Study the feasibility of a District Energy Microgrid system and incorporation of alternative energy options.
 - f) The Proponent will evaluate implementation of passive housing principles into the design of Building D.
 - g) On-Site Generation (Solar PV) Study and Roofs Constructed PV-Ready.

In addition to the above listed benefits, a comprehensive list of specific mitigation measures for the Building D Project is attached as Exhibit G.

13. Development Review Procedures. Building D is subject to Large Project Review under Section 80B of the Code. Final plans and specifications for Building D shall be subject to review and approval by the BPDA in accordance with the process described below, which shall include review by the Boston Civic Design Commission, and further review by the BPDA of the schematic design, design development and construction drawings, pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code. Prior to the approval of a Certification of Compliance and a Certification of Consistency for Building D, or portions thereof pursuant to this Development Plans, the BPDA shall complete the following review process. At the time of review and approval of final plans and specifications for Building D, the developer shall provide updates to the noise, wind and shadow studies included in the Draft Project Impact Report for review by the BPDA. If such updated studies require different or additional mitigation, such mitigation will be included in the Cooperation Agreement to be entered into for the Building. Final plans and specifications for Building D will be subject to the following:

- a. there shall be a pre-submission meeting by the Proponent with BPDA staff to initiate the process and review the proposed request,
- b. following the pre-submission meeting, the Proponent shall submit a building design review package for the applicable portion of the Master Project, which shall contain:
 - (i) schematic design documents, including a site plan, schematic building plans, open space and landscaping plans, and schematic roadway designs,
 - (ii) studies with respect to wind, shadow, solar glare, and daylight/skydome,
 - (iii) the most recent traffic monitoring reports for traffic generated by the Master Project,
 - (iv) a LEED checklist for each building,
 - (v) drainage plans,
 - (vi) updated information regarding relevant utility infrastructure,
 - (vii) a description of the mitigation that will be provided with respect to each building in accordance with the approved mitigation schedule for the applicable building
 - (viii) a construction management plan regarding construction period impacts, and
 - (vi) a fact sheet summarizing the information contained in the building design review package.
- c. copies of the building design review package shall be provided for review to elected officials representing the Master Plan PDA Area, relevant City agencies,

the Boston Civic Design Commission, and the Impact Advisory Group (the "IAG"),

d. the Proponent shall present the building design review package to the IAG and answer questions from the IAG, and the IAG shall have an opportunity to provide comments to the BPDA,

e. the time period for IAG members and community members to provide comments to the BPDA shall be at least 30 days following the IAG meeting, and

f. the BPDA shall complete its review of the schematic design and other submitted materials pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code.

The BPDA shall not approve issuance of the requested Certification of Consistency and Certification of Compliance until the foregoing process has been completed. The issuance of the Certification of Consistency and Certification of Compliance shall also be subject to further review by the BPDA of the design development and construction drawings for Building D pursuant to the BPDA's Development Review Guidelines and Article 80B of the Code. Aspects of the Project may also require approvals of other governmental agencies, such as the City of Boston's Public Improvement Commission and the Boston Conservation Commission. No permits for any phase of the Master Project, as the same may be amended, shall be required from the Zoning Board of Appeals.

14. The Proponent may seek to modify the Building D. Proposed minor modifications to the Project will be subject only to the approval of the BPDA's Director under this Development Plan and Master Plan through issuance of a Certification of Consistency, without an amendment of this Development Plan or Master Plan or further BPDA action, unless the Director determines that the changes are not consistent with this Development Plan and/or Master Plan. Changes to the amounts and/or timing of the funding contributions described in Section 15, or to the initiatives that those contributions will fund, shall be subject to the approval of the BPDA but shall not require an amendment to this Plan Development Review Procedures. The Building D Project is subject to Large Project Review under Section 80B of the Code. Final plans and specifications for any portion of the Building D Project shall be subject to review and approval by the BPDA in accordance with its Development Review Procedures.

The BPDA has approved the schematic plans attached hereto as **Exhibit C**. The BPDA's approval of final plans and specifications shall confirm their consistency with this Development Plan. Proposed minor modification to the Building D Project, are allowed subject only to BPDA Design Review approval, without requiring an amendment to this Development Plan or further BPDA action, unless the Director determines that the changes are not consistent with this Development Plan. Changes to the amounts and/or timing of the funding contributions described in Section 14, or to the initiatives that those contributions will fund, shall be subject to the approval of the BPDA but shall not require an amendment to this Plan.

Applicability. Upon issuance of a Certification of Compliance and Certification of Consistency or partial certificates pursuant to Sections 80B-6 and 80C-8 of the Code, the buildings

and other improvements subject to the same shall be deemed to be in compliance with the dimensional, design and environmental requirements as set forth in this Development Plan and constitutes compliance with the requirements of the Code to the extent such requirements have been addressed in this Plan. To the extent that any aspect of proposed uses and proposed structures addressed in this Plan are in conflict with any requirement of the Code or Master Plan, this Plan shall govern.

In order to implement the Building D Project, new legal lots in the area constituting the Master Plan PDA Area may be created and one or more may be leased or conveyed to be in separate ownership. Notwithstanding that legal lots may be in separate legal ownership and/or separated by streets, each separate Building shall be eligible for and may receive a Certification of Compliance and Certification of Consistency. Noncompliance of any Building in the Master Plan PDA Area shall not affect compliance of any other Building for which a Certificate of Consistency has been issued, or the right to construct any other Building contemplated by this Plan.

15. Amendment of Plan. The owner of Building D Plan may seek to amend this Plan in accordance with the procedures prescribed by the Code without the consent of any other owner of land within the Master Plan PDA Area, provided, however, that no such amendment shall affect the obligations of any other owner of land within the Master Plan PDA Area under the Master Plan or any agreements between the Proponent and the BPDA or other City agencies. In the event that any amendment to this Plan proposed by the owner of Building D is approved, and such amendment affects the overall compliance of the Building D Project with this Plan, this 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 Plan.

16. Miscellaneous. Unless otherwise set forth herein, all references to terms set forth in the Code shall have the meaning set forth in the Code, as amended to the effective date hereof, and not as the same may be amended hereafter, as affected herein.

Exhibit A

Legal Description of Building D Site

[see attached]

Legal Description –Allston Yards PDA “D”

A certain PDA parcel “D” over land, consisting of five lots, both registered and unregistered, owned now or formerly WJG Realty Company LLC, located north of North Beacon Street and west of Everett Street in the City of Boston (Allston), in the County of Suffolk, and the Commonwealth of Massachusetts, bounded and described as follows:

- S 79°05'17" E a distance of One Hundred Ninety Two and Fifty Two Hundredths feet (192.52') to a point; thence
- Southeasterly and curving to the right along the arc of a curve having a radius of Fifteen and No Hundredths feet (15.00'), a length of Twenty Three and Fifty Eight Hundredths feet (23.58') to a point, the last two (2) courses by the southerly sideline of Braintree Street Extension; thence
- S 10°57'44" W a distance of Two Hundred Thirty Six and Fifty Nine Hundredths feet (236.59') by the westerly sideline of West Street to a point; thence
- Southwesterly and curving to the right along the arc of a curve having a radius of Ten and No Hundredths feet (10.00'), a length of Twelve and Twenty One Hundredths feet (12.21') to a point; thence
- Westerly and curving to the left along the arc of a curve having a radius of One Thousand One Hundred Fifty and Fifty Hundredths feet (1150.50'), a length of Twenty Nine and Ninety Eight Hundredths feet (29.98') and a chord length of Twenty Nine and Ninety Eight Hundredths feet (29.98') with a chord bearing of N 81°03'50" W to a point; thence
- N 81°48'37" W a distance of One Hundred Sixty and Fifty One Hundredths feet (160.51') to a point; thence
- Northwesterly and curving to the right along the arc of a curve having a radius of Twenty and No Hundredths feet (20.00'), a length of Twelve and Seventy Hundredths feet (12.70') and a chord length of Twelve and Forty Nine Hundredths feet (12.49') with a chord bearing of N 63°36'46" W to a point; thence
- N 45°24'55" W a distance of Fourteen and Forty Five Hundredths feet (14.45') to a point, the last five (50 courses by the northerly sideline of Guest Street Extension; thence
- N 44°35'05" E a distance of Twenty Eight and Forty Seven Hundredths feet (28.47') to a point; thence
- N 10°23'05" E a distance of Two Hundred Thirty Four and Sixty Two Hundredths feet (234.62') to the point of beginning. The last two (2) courses by existing parcel boundary.

Said parcel “D” contain 54,886 square feet or 1.260 acres more or less.

Exhibit B

Building D Project Site Plan

[see attached]

Exhibit C

SCHEMATIC PLANS

[see attached]

Exhibit D

Max. Build Out (sf of GFA) and Maximum Height

Building	Maximum Build Out (SF of GFA)	Maximum Building Height (ft)**	Maximum FAR***
D	264,000*	167	N/A

*The approximate SF of GFA by use in Building D are as follows:

- Residential Uses: 255,300 SF of GFA
- Retail/Entertainment/Restaurant/Service and Accessory Uses: 8,700 SF of GFA

The uses may be reallocated among Buildings in the Master Project and the GFA of uses may be increased, lowered or reallocated in each Building subject to the Maximum Build Out as affected by Section 6 of this Plan.

** Maximum Building Height shall be measured in accordance with Article 2A of the Code. Roof structures, decks, penthouses, penthouse mechanicals and equipment may be located on the roof of buildings (including for the purpose of implementing solar and green energy concepts such as solar panels and green roof areas) above the Maximum Building Height of such Building, subject to design review and approval by the BPDA.

*** When calculating maximum FAR, the denominator shall be the PDA Area and the numerator shall be the GFA on the entire Master Project Site calculated excluding below-grade spaces, parking, loading, ramps, mechanical and storage space.

Exhibit E

Approved Uses for Building D Project

<u>Building</u>	<u>Approved Uses¹</u>
Building D	Office and Research Uses
	Residential Uses
	Retail/Entertainment/Restaurant/Service Uses
	Educational/Cultural Uses/Place of Worship
	Open Space Uses
	Interim Uses
	Parking Uses

¹ For the purposes of this Exhibit E, the Approved Uses listed below may include Accessory and Ancillary Uses listed on Exhibit F. This Exhibit E governs the Allowed Uses for Building D. Any changes to the uses for this Building shall be subject to an amendment to this Development Plan and the Master Plan for such Building.

Exhibit F

List of Allowed Uses in the PDA Area

Office and Research Uses

Office Uses

- Office of professional persons, not accessory to a main use;
- Real estate, insurance, financial service institution, or other agency or government office;
- Office building, post office, bank or similar establishment;
- Medical office, which includes walk-in clinic and/or urgent care
- Office/High-Tech/Research & Development/Lab including
 - Laboratories, small business incubators, and/or facilities for teaching and for theoretical, basic and applied research, product development and testing, prototype fabrication or production of experimental products; vivarium; the keeping of marine life or laboratory animals incidental to a research or development use; storage and office use accessory to a research or development use
 - Design, development, manufacture, compounding, packaging, processing, fabrication, altering, assembly, repairing, servicing, renting, testing, handling, or transfer of products as would be included in research and development uses or light industrial
- Flexible, communal, or short-term office space
- Incubator or maker space

Provided, however, that no laboratory classified by the U.S Centers for Disease Control as Biosafety Level 3 or 4 ("BSL-3" or "BSL-4") shall be permitted.

Residential Uses

Residential Uses

- Multi-family residential uses (which may include compact units as defined by and pursuant to the Compact Unit Pilot (or whatever the valid governing policy is at the time of final design approval)); townhouses.
- Artists' live-work use, which may include smaller unit sizes, flexible unit layouts, combined living and working spaces, and common space shared by residents occupying different units.
- Compact units, which may be included in any other type of residential use.
- Convalescent, nursing, or rest home.

Retail/Entertainment/Restaurant/Service Uses

Local Retail/Services Uses

- Store primarily serving the local retail business or service needs of the neighborhood, including but not limited to chandlery, barber shop, beauty shop, shoe repair shop, self-

service laundry, pick-up and delivery station of laundry or dry cleaner, tailor shop, hand laundry;

- Store retailing one or more of the following, but not limited to: food, baked goods, groceries, drugs, tobacco products, beer/wine/liquor, clothing, dry goods, books, film, video, art, flowers, paint, hardware, and small household appliances.
- Fitness Center, health club, gymnasium, tennis courts, swimming pool, or other recreational or fitness uses.
- Bank branch, post office.
- Sales office for Retail/Entertainment/Restaurant/Service Uses or Residential Uses allowed on the same Block or another Block.
- Maker space.

General Retail Uses

- Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- Grocery store, including e-commerce grocery uses such as but not limited to pick-up facilities, distribution facilities (i.e., Peapod) or wareroom uses.

Restaurant Uses

- Lunchroom, restaurant, cafeteria, brew-pub and brewery, or other place for the service or sale of food or drink for on-premises consumption, including outdoor cafes;
- Place for sale and consumption of food and beverages (other than drive-in restaurants) providing dancing, live music, entertainment or all three;
- In a structure, sale over the counter, not wholly incidental to a local retail business or restaurant use, of food or drink prepared on premises for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out (other than drive-in restaurants).
- Pushcart food vendors.
- Alcoholic Beverage Manufacturing: including breweries, distilleries, wineries and attendant tasting rooms, bars, brew pubs or other on-premise or off-premise alcoholic beverage retail uses, with or without food service.

Entertainment Uses

- Movie theater
- Bowling alley
- Ice or roller skating rink
- Live music performance
- Recorded music performance
- Theatre
- Video game lounge
- Sports bar

Education/Cultural Uses/Place of Worship

Civic/Community Uses and Cultural Facilities

- Museum, gallery or historical exhibit open to public generally;
- Community center, community service facility, visitors' center;
- Daycare center.
- Exhibition hall, conference center, meeting facilities, auditorium.
- Place of Worship; monastery; convent; parish house.
- Artist's studio, Art Uses, Artists' Mixed Use.
- Library
- Community garden

Educational Uses

- Elementary, middle or high school;
- College, university or trade school;
- Education or instructional institution;
- Adult education uses.

Open Space Uses

Open Space/Recreational Uses

- Open space for active or passive recreational use or dedicated to the conservation of natural resources, including but not limited to parks, public gardens, dog parks and playgrounds; public recreational facilities; publicly accessible garden conservatories or botanical gardens.
- Parks, esplanades, boardwalks, and other pedestrian facilities that promote public use and enjoyment of the water and are located at or near the water's edge;
- Cultural, educational, research, or training facilities focused on open space uses;
- Pavilions open to the public and containing uses accessory to open space uses;
- Sale of food, beverage, and other products accessory to open space uses;
- Art, graphics, sculpture, and signage installations accessory to open space uses;
- Recreational events and other programming accessory to open space uses including fitness classes, movie screenings, music concerts, theatre performances, pop-up retail and restaurant uses and public market.

Interim Uses

Interim Uses: After demolition of the Existing Interim Uses, the following interim uses are allowed:

- Parking to serve other Buildings in the Master Plan, which may exist pending redevelopment of a Building on the land which such parking is located.
- Construction/laydown space to facilitate construction of other Buildings in the Master Plan
- Temporary event activation uses, including
 - Markets
 - Pop-Up Events, Retail and Restaurant Uses
- Temporary Signage
- Open Space Uses

Public Infrastructure Uses

Infrastructure Uses

- One or more co facilities for the generation of electricity, heat, and/or cooling.
- Public Services Uses
- Public service substation, automatic telephone exchange, fire station, police station;
- Cable conduit, pipeline crossing, stormwater outlet, or other similar utility structure.
- Transportation Uses
- Public transportation facility, bus station, subway or trolley station.

Parking Uses

- Public parking
- Parking garage, including car-sharing and or bicycle-sharing service
- Parking to serve other Buildings in the Master Plan, notwithstanding the limitations and restrictions of Article 10

Accessory and Ancillary Uses

- Any of the following uses accessory or ancillary to an allowed use, subject to the limitations and restrictions of Article 10:
 - any use accessory or ancillary to, and ordinarily incident to, a lawful main use; provided that such use is not specifically forbidden in the district; and provided further that any such use shall be subject to the same restrictions, conditions, limitations, provisos and safeguards as the use to which it is accessory;
 - an office, within a main building, of an accountant, architect, attorney, dentist, physician, real estate agent, or other professional person who resides in such building;
 - an occupation for profit customarily carried on in a dwelling unit by a person residing therein provided that such occupation is carried on in a main building and requires only equipment ordinarily incident to a dwelling unit and that no nonresident help is employed and that there is no trading in merchandise;
 - the keeping of marine life or laboratory animals incidental to a lawful educational, research center, aquarium, or institutional use;
 - as accessory uses to office uses, restaurants, cafeterias, conference or meeting facilities for use by employees, visitors, and others and incidental to the operation of the office use;

- as accessory to residential uses, leasing, maintenance, recreational or entertainment facilities for use by residents, visitors, and others and incidental to the operation of the residential use.
- the storage of flammable liquids and gases incidental to a lawful use;
- permanent dwellings for personnel required to be resident on a Lot for the safe and proper operation of a lawful main use;
- day care center;
- health club facility, tennis court, swimming pool;
- roof deck or outdoor terrace;
- Storage lockers, bike storage, parcel pick-up areas.
- Parking garage, including car-sharing and/or bicycle-sharing service.
- On-street parking.
- Valet parking operations.

Exhibit G

Mitigation Measures for Building D

Building	Mitigation
Building D	<ul style="list-style-type: none">• 13% on-site affordable IDP units• In addition to 13% on-site affordable IDP units, 5% on-site affordable units at 80%-120% AMI for any residential units located in such Building• Unless constructed as part of a prior phase and if the final residential Building, units in the Building (if any) will be designated as for-sale units, with 70% of such units restricted of record for owner-occupancy in the amount of the lesser of 110 units or 12% of the total units previously constructed and/or planned for the Master Project.• Development Impact Project Exactions (if and to the extent 100,000 SF of Development Impact Project Uses have previously been constructed in the Master Project)• Total MBTA Operational Subsidy of approximately \$624,786 commencing upon issuance of building permit payable over 15 years• Participation in Allston-Brighton TMA, including shuttle and shuttle service commitments noted below• Electric Vehicle Spaces as described in Section 14(d)(iii)(c)• Contribution of \$40,000.00 to the Parks Department at issuance of the Certificate of Occupancy for the operation, maintenance and programming of parks in the Allston/Brighton neighborhood• Total \$1,150,000.00 contribution to programs and initiatives to advance improvements in the Allston/Brighton community as follows:<ul style="list-style-type: none">○ \$100,000.00 contribution to Public Realm Fund payable over 10 years commencing upon issuance of the Certificate of Occupancy

	<ul style="list-style-type: none">○ \$750,000.00 contribution to fund the Allston Brighton Homeowner Fund to fund down payment assistance, homeownership programs with affordability components, home repair loans and/or Homebuyer 101 classes for income qualified individuals and families to support ownership housing availability, affordability and stability.○ \$300,000.00 contribution to the Allston-Brighton TMA upon issuance of the Certificate of Occupancy to augment and fund shuttle and shuttle services● I/I payment to BWSC estimated at \$488,603
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