

The Boston Garden Project Chapter 121A Application



FACT SHEET
CHAPTER 121A APPLICATION
Boston Garden Development

Applicants: The Applicants are Boston Garden Development Corp., a Massachusetts corporation, and Boston Properties Limited Partnership, a Delaware limited partnership.

Project: The Project is divided into the following Project components (each a “Project Component” and collectively, the “Project Components”):

- (i) 187,500 +/- square feet of retail space on the west side of a podium containing four stories plus one level below grade (the “**West Podium Retail Component**”);
- (ii) 47,500 +/- square feet of retail space on the east side of the podium referred to above containing two stories plus one level below grade (the “**East Podium Retail Component**”); and
- (iii) 142,000 +/- square feet of flex office/retail space on the east side of the podium referred to above containing four stories (the “**Flex Office/Retail Component**”).

The West Podium Retail Component, East Podium Retail Component and the Flex Office/Retail Component together comprise the “**Podium Building**”.

- (iv) a connection, partially enclosed, of between 10,000 and 25,000 square feet and to be known as “Champion’s Row”, connecting Causeway Street to North Station and the TD Garden (the “**Atrium Hall**”);
- (v) a 20 +/- story hotel tower above the Podium Building containing approximately 200,000 square feet for approximately 306 rooms (the “**Hotel Tower**”);
- (vi) a 45 +/- story residential tower above the Podium Building containing approximately 560,000 square feet for approximately 497 residential units (the “**Residential Tower**”);
- (vii) a 25 +/- story tower with approximately 668,000 square feet of additional office space (the “**Office Tower**”);
- (viii) an expansion of the accessory space within TD Garden on levels three through seven containing approximately 40,000 square feet for additional circulation areas, amenities and accessory space (no additional seating) (the “**Garden Improvements**”); and

- (ix) a four-level below grade parking facility for approximately 800 parking spaces which will be integrated with the existing garage under North Station (the “**Garage Expansion**”).

It is anticipated that (i) the Project will be developed in multiple phases, with each phase consisting of the construction of one or more Project Components; (ii) separate 121A entities will own one or more of the Project Components; and (iii) individual Project Components may be developed concurrently, separately or in combination, and/or in any order. As of the date hereof, the Applicants contemplate that the first phase of the Project will consist of development of the following Project Components: the West Podium Retail Component; East Podium Retail Component; Flex Office/Retail Component; Atrium Hall; Garden Improvements; and Garage Expansion (collectively, “**Phase One**”). It is anticipated that development of the other three Project Components, and Hotel Tower, Residential Tower and Office Tower, will be constructed subsequent to completion of Phase One.

Financing: Based upon current construction cost estimates, the Project will cost approximately \$946,300,000 to construct. Each phase of the Project, and related undertakings, will initially be financed with a construction loan or loans which total, in the aggregate, up to 90% of the cost of the applicable phase of the Project, with the remaining financing being provided as equity by one or more affiliates of the Applicants. Wells Fargo Bank is expected to serve as the lender. If and to the extent other banks, financial institutions and/or other entities participate in the construction loan, it is expected that Wells Fargo Bank will serve as a lead lender and as the administrative agent for the other lenders.

Construction: The Applicants propose that commencement of construction of Phase One would begin immediately upon the initial closing of the mortgage loan for Phase One. The period of construction of Phase One will be approximately 30 to 36 months. Subsequent phases will commence in response to market demand and have a construction period of approximately 24 to 36 months each.

Board Action: The Applicants seek the Authority’s approval to: (i) undertake the Project subject to and with the benefits of Chapter 121A; (ii) form separate Chapter 121A entities to acquire the real estate upon which one or more Project Components will be constructed; and (iii) through the 121A entities, ground lease the real estate upon which one or more Project Components is to be constructed to affiliated entities who will secure financing for and develop, own, operate and maintain the various Project Components.

APPLICATION BY BOSTON GARDEN DEVELOPMENT CORP. AND BOSTON
PROPERTIES LIMITED PARTNERSHIP AS CO-APPLICANTS FOR AUTHORIZATION
AND APPROVAL OF A PROJECT UNDER CHAPTER 121A OF THE GENERAL LAWS OF
THE COMMONWEALTH OF MASSACHUSETTS AND CHAPTER 652 OF THE ACTS OF
1960, EACH AS AMENDED

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1960, EACH AS AMENDED

December 6, 2013

The undersigned Boston Garden Development Corp., a Massachusetts corporation (“**BGDC**”) and Boston Properties Limited Partnership, a Delaware limited partnership (“**BP**,” together with BGDC referred to herein as the “**Applicants**”), hereby apply to the Boston Redevelopment Authority (the “**Authority**”) pursuant to Chapter 652 of the Acts of 1960, as amended (“**Chapter 652**”) and Chapter 121A of the Massachusetts General Laws, as amended (together with Chapter 652, “**Chapter 121A**”) and the Rules and Regulations Governing Chapter 121A Projects in the City of Boston, as adopted by the Authority on June 22, 1978, as amended (the “**Regulations**”), for authorization and approval by the Authority to the undertaking and carrying out of the Project, as hereinafter defined, under Chapter 121A, as hereinafter provided.

The proposed project is a mixed-use development to be constructed in the City of Boston on the site of the old Boston Garden, adjacent to North Station. The Project Area and the Project are more particularly described below.

1. Applicant Information.

- a. The names and addresses of the Applicants are:

Boston Garden Development Corp.
100 Legends Way
Boston, MA 02114
Attention: Christopher Maher, Vice President

Boston Properties Limited Partnership
800 Boylston Street, 19th Floor
Boston, MA 02199
Tel: (617) 236-3491
Attention: Michael A. Cantalupa, Senior Vice President- Development

The bank references for the Applicants are:

Wells Fargo Bank, National Association
Commercial Real Estate
Institutional and Metro Markets Group
101 Federal Street, 28th Floor
Boston, MA 02110
Attention: Douglas S. Novitch, Senior Vice President

US Bank
One Federal Street
Boston, MA 02110
Tel: (617) 603-7657
Attention: David Heller, Senior Vice President

All notices and requests to the Applicants should be sent to the addresses set forth below:

Boston Garden Development Corp.
100 Legends Way
Boston, MA 02114
Tel: (617) 624-3051
Fax: (617) 624-3061
Attention: Christopher Maher, Vice President

with copies to:

Boston Properties Limited Partnership
800 Boylston Street, 19th Floor
Boston, MA 02199
Tel: (617) 236-3491
Attention: Michael A. Cantalupa, Senior Vice President- Development

and

Goodwin Procter LLP
Exchange Place
Boston, MA 02109
Tel: (617) 570-1371
Attention: Martin R. Healy, Esq.

and

Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Attention: Barry D. Green, Esq.

b. Attorney for Applicants. The name, address and telephone number of the attorney representing the Applicants is:

Goodwin Procter LLP
Exchange Place
Boston, MA 02109
Tel: (617) 570-1371
Attention: Martin R. Healy, Esq.

c. Project Consultants. The names, business addresses and telephone numbers of the consultants working with the Applicants in connection with the Project are:

Architect:	Elkus Manfredi Architects, LTD 300 A Street Boston, MA 02210 (617) 426-1300 David P. Manfredi
Structural:	LeMessurier Consultants 1380 Soldiers Field Road Boston, MA 02135 (617) 868-1200 William Lovallo, P.E.
Environmental Permitting:	Epsilon Associates, Inc. 150 Main Street, P.O. Box 700 Maynard, MA 01754-0700 (978) 461-6219 Contact: Peggy Briggs
Transportation:	Vanasse & Associates, Inc. 10 New England Business Center Dr. Suite 314 Andover, MA 01810 (508) 414-7924 Contact: Jeffrey S. Dirk, P.E.
Civil Engineer:	Vanasse Hangen Brustlin, Inc. 99 High Street, 10 th Floor Boston, MA 02110 (617) 728-7777 Howard Moshier
MEP Engineer:	Consentini Associates Building 200, 2nd Floor One Kendall Square, Suite B2204 Cambridge, MA 02139-1571 (617) 494-9090 Robert Leber

Landscape: Copley Wolff Design Group
160 Boylston Street
3rd Floor
Boston, MA 02116
(617) 654-9000
Lynn Wolff and John Copley

Code Consultant: Hughes Associates
5 Mount Royal Avenue
3rd Floor
Marlborough, MA 01752-1900
(508) 624-7766
Eric Cote, P.E.

Geotechnical: GZA GeoEnvironmental, Inc.
249 Vanderbilt Avenue
Norwood, MA 02062
(781) 278-3700
Terese Kwiatkowski

Tax Consultant: Tax Consultants, LLC
155 Chestnut Street
Providence, RI 02903
(401) 454-0800
Scot E. Butcher

Community Outreach: Exclusive Real Estate
10 Derne Street
Boston, MA 02114
(617) 263-1157
Harry R. Collings

Sustainability Consultant: The Green Engineer
50 Beharrell Street
Concord, MA 01742
(978) 369-8978
Christopher Schaffner

Wind Consultant: RWDI
650 Woodlawn Road West
Guelph, Ontario, Canada N1K 1B8
(519) 823-1311
Derek R. Kelly

Legal: Goodwin Procter LLP
53 State Street
Boston, MA 02109
(617) 570-1371
Martin R. Healy

d. Description of the proposed 121A entity for which the consent of the Authority is sought.

The following defined terms are used in this Application:

- (1) the term "**Entity**" shall mean a general partnership, limited partnership, corporation, limited liability company, limited liability partnership, joint venture, trust, business trust, cooperative or association or other comparable business entity.
- (2) the term "**Boston Properties Affiliated Entity**" shall mean an Entity that, directly or indirectly, is Controlled by Boston Properties Limited Partnership and not less than 25% beneficially owned by Boston Properties Limited Partnership.
- (3) the term "**Boston Garden Affiliated Entity**" shall mean an Entity that, directly or indirectly, is Controlled by Boston Garden Development Corp. and not less than 25% beneficially owned by Boston Garden Development Corp.
- (4) the term "**Control**" shall mean when used with respect to any Entity, the power to direct the management and policies of such Entity, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract, or otherwise (and the terms "**Control**," "**Controlling**" and "**Controlled**" shall have the meanings correlative to the foregoing). An Entity shall be deemed to have Control of another Entity notwithstanding that a third party may have veto or approval rights over certain defined actions of that Entity.
- (5) The term "**Developer**" is defined in this Section 1.d.
- (6) The term "**Ground Lease**" as used in this Application shall mean any ground lease between an Owner and a Developer covering its respective Project Component Area(s), as more particularly provided below.
- (7) The term "**Owner**" as used in this Application shall mean any 121A entity which becomes the owner of the real estate parcel or parcels on which one or more of the Project Components will be constructed. Specifically excluded from the term "Owner" are the current owners of the Project Area named in Section 2.e below, and any ground lessee or sublessee of any portion of the Project Area described in Section 2 below.

- (8) The term “**Project**” is defined in Section 3(a) below.
- (9) The term “**Project Area**” is defined in Section 2(a) below.

As of the date of this Application it is anticipated that five 121A entities will be formed for the purpose of owning the real estate parcels on which the Project will be constructed: Podium Owner, LP (the “**Podium Owner**”); Garage Expansion Owner, LP (the “**Garage Expansion Owner**”); Hotel Tower Owner, LP (the “**Hotel Tower Owner**”); Residential Tower Owner, LP (the “**Residential Tower Owner**”); and Office Tower Owner, LP (the “**Office Tower Owner**”). The Podium Owner, Garage Expansion Owner, Hotel Tower Owner, Residential Tower Owner and Office Tower Owner shall each be an “Owner” as defined above and shall collectively be referred to herein as the “**Owners**”. It is anticipated that:

- (i) the Podium Owner will own the real estate parcels upon which the West Podium Retail Component, East Podium Retail Component, Flex Office/Retail Component, Atrium Hall and Garden Improvements will be constructed (collectively, the “**Podium Project Area**”);

- (ii) the Garage Expansion Owner will own the real estate parcel(s) upon which the Garage Expansion will be constructed (the “**Garage Expansion Project Area**”);

- (iii) the Hotel Tower Owner will own the real estate parcel(s) upon which the Hotel Tower will be constructed (the “**Hotel Tower Project Area**”);

- (iv) the Residential Tower Owner will own the real estate parcel(s) upon which the Residential Tower will be constructed (the “**Residential Tower Project Area**”) and

- (v) the Office Tower Owner will own the real estate parcel(s) upon which the Office Tower will be constructed (collectively, the “**Office Tower Project Area**”).

The real estate development parcels described above, including the Podium Project Area, Garage Expansion Project Area, Hotel Tower Project Area, Residential Tower Project Area and Office Tower Project Area, are referred to herein as the “**Project Component Area(s)**”.

Consent of the Authority is sought for the Owners to acquire title to the Project Component Areas described above and to carry out the construction of the Project in phases under Chapter 121A in accordance with the Authority’s approval, as more particularly described in Section 3.a. below.

It is anticipated that each Owner will enter into a Ground Lease covering its respective Project Component Area(s) with an Entity (respectively, the “**Podium Developer**”; the “**Garage Expansion Developer**”; the “**Hotel Tower Developer**”; the “**Residential Tower Developer**”; and the “**Office Tower Developer**”) which directly or indirectly shall Control, be under the Control of, or be under common Control with the corresponding Owner. The Podium Developer, the Garage Expansion Developer, the Hotel Tower Developer, the Residential Tower Developer, and the Office Tower Developer are individually referred to herein as a “**Developer**” and collectively referred to herein as the “**Developers**”. Each respective Ground Lease will obligate the applicable Developer to secure financing for and to develop, operate and maintain its

respective Project Component(s) as more particularly provided below. Only the rent paid to the Owner as landlord under the applicable Ground Lease will constitute the gross income of the Owner from all sources under Section 10 of Chapter 121A.

Each Owner shall be either (i) a Boston Properties Affiliated Entity; (ii) a Boston Garden Affiliated Entity; (iii) an Entity under the common Control of Boston Properties Limited Partnership and/or Boston Garden Development Corp., or (iv) any combination of the foregoing. The Entities in clauses (i), (ii), (iii) and (iv) are individually referred to herein as an “**Affiliated Entity**” and are collectively referred to herein as “**Affiliated Entities.**” The Owners may admit other members and may transfer interests to other persons or other Entities without prior approval of the Authority, so long as (A) after such transfer, such Owner remains an Affiliated Entity, and (B) any such transferee is not engaged in any dealings or transactions, directly or indirectly, (a) in contravention of any U.S., international or other economic sanctions or anti-money laundering legislation, orders, regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, the Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), any foreign asset control regulations administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”) (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the “**Patriot Act**”), or (b) in contravention of Executive Order No. 13224 issued by the President of the United States on September 24, 2001 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time (“**Executive Order 13224**”) or (c) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time. The conditions set forth in clauses (A) and (B) above are referred to herein as the “Transfer Conditions”.

It is hereby requested that the Authority (i) grant approval under Section 18C of Chapter 121A and Section 13A of Chapter 652 for the Owners to acquire title to the real estate development parcels within the Project Area described above and to ground lease it to an Affiliated Entity which will be responsible for securing financing for and for developing, operating and maintaining its respective Project Component, all as more particularly described above; and (ii) acknowledge and agree that only the rent paid to the Owner of each Project Component, as landlord under the Ground Lease, will constitute the gross income of the Owner from all sources under Section 10 of Chapter 121A.

e. Tax Arrears. The Applicants do not own real estate in Boston on which real estate tax payments are in arrears.

f. Legal Judgments. The Applicants are not aware of any legal judgment or pending action that concerns the proposed Project.

g. Previous 121A Agreements. The Applicants currently do not own any property in the City of Boston subject to Chapter 121A agreements.

2. The Project Area.

a. Description of the Project Area.

The Project Area is comprised of (i) a parcel of land with a legal address of 80 Causeway Street containing of 2.035 acres (88,645± square feet) shown as a lot marked “N/F New Boston Garden Corporation, a Delaware North Corporation, LC Confirmation 35699A” on a plan entitled “Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation,” dated September 15, 1992, revised October 20, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners, recorded with the Suffolk County Registry of Deeds, in Book 17881, Page End; and (ii) the parcel of land known as “Legends Way” containing 33,022 square feet, shown on a plan entitled “Subdivision Plan of Land” prepared by Vanasse Hangen Brustlin, Inc. dated May 17, 2012, recorded with the Suffolk County Registry of Deeds, in Book 2012 Page 174. A plan of the Project Area is attached in **Appendix A-1**. Copies of the subdivision plans referred to above and the legal descriptions of the two parcels of land included in the Project Area are attached in **Appendix A-2**.

The Project Area is located adjacent to TD Garden and North Station and is bounded by Causeway Street to the south, the TD Garden to the north, the pedestrian connection from Causeway Street to the TD Garden and North Station to the west and Interstate 93 to the east. The Project Area is the former site of the original Boston Garden before the arena’s demolition in 1998. The Project Area is currently being utilized as a paved surface parking lot with access directly from Causeway Street. Plans showing the location of the Project Area are attached in **Appendix A-3**.

It is anticipated that the Project Area will be subdivided into the following Project Component Areas: the Podium Project Area, the Garage Expansion Project Area, the Hotel Tower Project Area, the Residential Tower Project Area, and the Office Tower Project Area as described in Section 1.d. above. Each Project Component Area shall contain those property interests required for development of the applicable Project Component(s) as defined in Section 3.a. below. Notwithstanding the foregoing, the Podium Project Area may be further subdivided into separate real estate development parcels that correspond to one or more of the Project Components included within the Podium Project Area.

b. Statement of facts showing Project Area to be a blighted open area.

(i) Historical Information:

Planning efforts for the redevelopment of the North Station area began as early as 1960 by area merchants. By 1977, the BRA had become a leading proponent for economic redevelopment within the North Station area and was responsible for the preparation of

numerous studies and reports for various development alternatives. One of the reports, the “North Station Final Project Report, Application for Project Execution, Submitted to Executive Office of Communities and Development, Commonwealth of Massachusetts” led to the adoption, in August of 1980, of the North Station Urban Renewal Plan.

The Project Area is located within the boundaries of Sub-Area I of the North Station Urban Renewal Plan. As such, the BRA has already made a determination that the Project Area is a decadent, substandard or blighted open area. The North Station Urban Renewal Plan has a term of forty (40) years and will expire in August 2020. The planning and design objectives of the North Station Urban Renewal Plan included the development of a program of uses, including office space (1,000,000 square feet), retail commercial space (200,000 square feet), and parking (1,500 spaces) within Sub-Area I.

In 1985, the City issued a request for proposals in the form of a document entitled, “Design Development Guidelines: Nashua Street Parking Lot, North Station, City of Boston Public Facilities Department” (the “**RFP**”). This document requested proposals for a multi-use development on the City-owned Nashua Street parking lot at North Station, including a new or substantially renovated arena, office and retail space, a hotel, housing, and parking. A few years later, in 1989, the BRA adopted Article 39 of the Boston Zoning Code, which established the zoning for the North Station Economic Development Area (EDA).

Three separate development proposals were submitted to the City in response to the RFP, but none were acceptable to the City. In 1987, New Boston Garden Corp. (“**NBGC**”) submitted its own development proposal to the City in response to the RFP. In June of 1988, NBGC received notice of the City's intent to grant NBGC tentative designation to redevelop Boston Garden/North Station. In January 1989, a Memorandum of Agreement (“**MOA**”) was reached between the City, the BRA, and NBGC establishing the terms and conditions of the development program. The MOA permitted NBGC to construct a new arena on city-owned air rights behind the old Boston Garden and to develop a total of 2,300,000 square feet of commercial space on the site of the old Boston Garden and adjacent parcels. In February of 1989, a MOA was reached between NBGC and the Massachusetts Bay Transportation Authority (“**MBTA**”), the owners of the commuter rail facilities at North Station. Together, these two agreements provided that NBGC, the City, the BRA, and the MBTA would cooperate in the development efforts for the North Station/Boston Garden area as part of a unique public and private partnership, including construction of a new arena in air rights over the MBTA's North Station commuter rail facilities and underground parking garage.

As described in the Draft Project Impact Report/Draft Environmental Impact Report (“**DPIR/DEIR**”) for the redevelopment of the Boston Garden/North Station, the area was proposed to include the construction of a new multi-purpose arena near the existing Boston Garden site, a commercial component of three buildings containing 2,300,000 square feet of office and retail space, a public concourse containing a minimum of 16,000 square feet, and an underground parking garage for 1,100 vehicles (the “**Original Proposal**”). Several phases of the public/private development efforts for the North Station/Boston Garden area have already been

completed, including (i) construction of the underground North Station Garage, which contains parking for 1,275 vehicles; (ii) relocation of the MBTA Green Line; (iii) creation of a new underground rapid transit station serving both the MBTA Orange and Green Lines; (iv) extension of the MBTA North Station commuter rail platforms; (v) construction of the 16,000 square foot public concourse; and (vi) construction of the TD Garden (the “**New Arena**”). Another phase of the development, consisting of a residential project known as the “**Nashua Street Residences**”, is expected to begin construction soon. The final phase, consisting of the proposed Project, will complete the City’s vision for the Boston Garden/North Station area, and create long-awaited synergies with the New Arena and North Station, and with Causeway Street, that will combine to make the heart of this district a vibrant and exciting place to live, work, visit and shop.

(ii) Factors that contributed to the determination of the Project Area as a “**Blighted open area**”

The definition of “**Blighted open area**” as set forth in Section 1 of Chapter 121A is as follows:

“Blighted open area”, a predominantly open area which is detrimental to the safety, health, morals, welfare or sound growth of a community because it is unduly costly to develop it soundly through the ordinary operations private enterprise by reason of the existence of ledge, unsuitable soil, or other physical conditions, or by reason of the necessity for unduly expensive excavation, fill or grading, or by reason of the need for unduly expensive foundations, retaining walls or unduly expensive measures for waterproofing structures or for draining the area or for the prevention of the flooding thereof or for the protection of adjacent properties and the water table therein or for unduly expensive measures incident to building around or over right of way through the area, or for otherwise making the area appropriate for sound development, or by reason of obsolete inappropriate or otherwise faulty platting or subdivision, deterioration of site improvements or facilities, division of the area by rights of way, diversity of ownership of plots, or inadequacy of transportation facilities or other utilities, or by reason of tax and special assessment delinquencies, or because there has been a substantial change in business or economic conditions or practices, or an abandonment or cessation of a previous use or of work on improvements begun but not feasible to complete without the aids provided by this chapter, or by reason of any combination of the foregoing or other conditions; or a predominantly open area which by reason of any condition or combination of conditions which are not being remedied by the ordinary operations of private enterprise is of such a character that in essence it is detrimental to the safety health, morals, welfare or sound growth of the community in which it is situated.”

The Project Area meets several of the elements of the definition of “**Blighted open area**”, including the following:

The Project Area is open area which is detrimental to the ... sound growth of a community.

The Project Area is and has been used, since the demolition of the old Boston Garden in 1998, as a surface parking lot for 193 vehicles. The Project Area is located along Causeway Street,

directly in front of the TD Garden, a world class sports and entertainment arena, and North Station, a multi-modal transportation hub. As mentioned above, several phases of the development efforts for the North Station/Boston Garden area have already been completed. The Project Area, consisting of a surface parking lot, takes away from the life and vitality of the neighborhood, and creates a hole in the urban fabric, rather than contributing to it.

The Project Area is unduly costly to develop ... soundly through the ordinary operations private enterprise by reason of the existence of ... other physical conditions, or by reason of the necessity for unduly expensive excavation, fill or grading... or unduly expensive measures incident to building around or over right of way through the area, or for otherwise making the area appropriate for sound development...

Soils under the Project Area include urban fill, as well as the remnant foundations of the old Boston Garden which once occupied most of the Project Area.

The Project Area is subject to a high water table which will make deep excavations for the Garage Expansion expensive. In addition, special precautions and shoring will be required to protect North Station, the TD Garden, the MBTA Green Line and Orange Line tunnels, and the Federal Building during the construction process.

The Project Area is encumbered by an Activity and Use Limitation (“AUL”) imposed in connection with remediation of the Project Area under the provisions of the Massachusetts Contingency Plan and G. L. c. 21E (the “MCP”). Soils excavated during construction will need to be handled and disposed of in accordance with the MCP.

The Project Area is also subject to easements to the MBTA for the Orange and Green line tunnels which run beneath the Project Area, and is also subject to an easement for the MBTA head house, which is located on the surface of the Project Area. The Applicant intends to reconfigure the head house in connection with the construction of the proposed Project.

Photographs of the Project Area showing it to be a blighted open area are attached hereto in **Appendix B-1**. Engineering Reports showing the blighted open condition of the Project Area are attached hereto as **Appendix B-2**.

c. Statement that the Project Area is not in the path of the Massachusetts Turnpike.
The Project Area does not include land located within any extension of the Massachusetts Turnpike in the City of Boston.

d. Names and addresses of owners of and abutters to the Project Area according to the most recent City of Boston tax list maintained by the Assessing Department, and other parties who may be substantially affected by the Project.

(i) The owner of 80 Causeway Street is:

Boston Garden Development Corp.
100 Legends Way
Boston, MA 02114

The owner of Legends Way is:

120 Nashua Street, LLC,
a Massachusetts limited liability company (“**Legends**”)
100 Legends Way
Boston, MA 02114

(ii) The owners of land which abuts the Project Area, or is across a public or private street or way from the Project Area, are listed in **Appendix C** attached hereto.

(iii) The Applicants are not aware of any others who will be substantially affected by the Project.

e. Owner of the Project Area. Boston Garden Development Corp. owns 80 Causeway Street. 120 Nashua Street, LLC, an affiliate of Boston Garden Development Corp., owns a portion of the Project Area referred to as “**Legends Way.**”

3. The Project.

a. Project Description. The Project is divided into the following Project components (each a “**Project Component**” and collectively, the “**Project Components**”):

- (i) 187,500 +/- square feet of retail space on the west side of a podium containing four stories plus one level below grade (the “**West Podium Retail Component**”);
- (ii) 47,500 +/- square feet of retail space on the east side of the podium referred to above containing two stories plus one level below grade (the “**East Podium Retail Component**”); and
- (iii) 142,000 +/- square feet of flex office/retail space on the east side of the podium referred to above containing four stories (the “**Flex Office/Retail Component**”).

The West Podium Retail Component, East Podium Retail Component and the Flex Office/Retail Component together comprise the “**Podium Building**”.

- (iv) a connection, partially enclosed, of between 10,000 and 25,000 square feet and to be known as “Champion’s Row”, connecting Causeway Street to North Station and the TD Garden (the “**Atrium Hall**”). The Atrium Hall will include a multi-level entrance off Causeway Street that will draw visitors and commuters through all of the new commercial activities approaching the TD Garden and North Station. The Atrium Hall will facilitate the movement of Project patrons and members of the public into and through the Project, and a weather protected connection will bring visitors traveling on the Orange and Green Lines into the Project or through it on their way to the TD Garden or North Station;

- (v) a 20 +/- story hotel tower above the Podium Building containing approximately 200,000 square feet for approximately 306 rooms (the “**Hotel Tower**”);
- (vi) a 45 +/- story residential tower above the Podium Building containing approximately 560,000 square feet for approximately 497 residential units (the “**Residential Tower**”);
- (vii) a 25 +/- story tower with approximately 668,000 square feet of additional office space (the “**Office Tower**”);
- (viii) an expansion of the accessory space within TD Garden on levels three through seven containing approximately 40,000 square feet for additional circulation areas, amenities and accessory space (no additional seating) (the “**Garden Improvements**”); and
- (ix) and a four-level below grade parking facility for approximately 800 parking spaces which will be integrated with the existing garage under North Station (the “**Garage Expansion**”). The Garage Expansion will be integrated with the existing garage under North Station and TD Garden (the “**North Station Garage**”). The North Station Garage is leased to Boston Garden Development Corp. pursuant to a long term lease, and the two parking facilities will operate as a unified garage. A ramp connecting Causeway Street to the North Station Garage is currently under construction, and access to and egress from the Garage Expansion will be via the two entrances and exits to and from the North Station Garage

Appendix D contains a diagram illustrating the Project Components described above, a Site Plan, building elevations and renderings of the Project, a typical tower floor plan and floor plans of the basement through the third floor of the Project, a typical parking level plan and floor plans of parking levels P-2 through P-5, and outline specifications (collectively, the “**Architectural Materials**”). As construction drawings for the Project progress, it will be determined whether footings and/or overhangs that protrude into the adjacent public way and/or public property will be required, and if so, appropriate permissions for such footings and overhangs will be sought.

It is anticipated that the Project will be developed in four (4) phases as more particularly described below. The Applicants contemplate that the first phase of the Project will consist of the concurrent development of the following Project Components: the West Podium Retail Component; East Podium Retail Component; Flex Office/Retail Component; Atrium Hall; Garden Improvements; and Garage Expansion (collectively, “**Phase One**”). It is anticipated that the subsequent phases of the Project will consist of the Hotel Tower (“**Phase Two**”), Residential Tower (“**Phase Three**”) and Office Tower (“**Phase Four**”). Phase One, Phase Two, Phase Three and Phase Four are individually referred to herein as a “**Project Phase**” and are collectively referred to herein as the “**Project Phases**”. Notwithstanding the foregoing, apart from the fact that Garage Expansion, which physically underlies the other Project Components,

must be constructed first: (a) Project Phases may be developed in sub-phases and/or in any order (e.g., the Project Components included in Phase One may be developed as separate sub-phases); (b) Project Components may be developed concurrently, separately or in combination, and/or in any order; and (c) nothing contained in this Application shall be deemed to obligate the Applicants and/or Owner(s) to develop the Project Area (or any portion thereof), or, if the Applicants and/or Owner(s) elect to develop the Project Area (or any portion thereof), to do so in any particular sequence or order. If the Applicants and/or Owner(s) proceed with any Project Phase, the Applicants and/or Owner(s) may include one or more Project Components within such Project Phase. In addition, the Applicants and/or Owners reserve the right to withdraw from the Project Area any portion or portions of the Project Area upon which, at the time of said withdrawal, no buildings, infrastructure or other improvements have been constructed, provided that (i) such withdrawal will not violate the provisions of Chapter 121A as now in effect, the 6A Contract, and the approvals by and agreements with the City of Boston and the Authority under Chapter 121A relating thereto; and (ii) owners, tenants and other occupants of any previously completed phase of the Project shall continue to have the right to use any infrastructure or other common areas and facilities located on the portion of the Project Area to be withdrawn. Notwithstanding the foregoing, any deviations and/or permissions granted in the Approval, as the same may hereinafter be amended, with respect to those Project Components, shall remain in full force and effect in perpetuity.

The Applicants seek the Authority's approval, without amendment of this Application:

- A. To allow the Owner(s) to grant and/or acquire, from time to time, on terms not inconsistent with this Application, such easements, leases, utility easements and other property rights as are necessary for the development, operation and maintenance of the Project. Upon any such grant and notice thereof to the Authority, the property or interest therein granted by the Owner(s) shall, without further action by the Authority, be excluded from the Project and the Project Area. Conversely, upon any such acquisition by the Owner(s) and notice thereof to the Authority, the acquired property or interest therein shall, without further action by the Authority, be included as part of the Project or the Project Area, as the case may be. Without limiting the foregoing, adjustments of the boundaries of Project Component Areas that do not expand the boundary of the Project Area, shall require notice to the Authority but shall not be subject to Authority approval. Notwithstanding the foregoing, expansion of any boundary of the Project Area by acquisition of a fee interest in property shall require Authority review and at the discretion of the Director, Authority approval.
- B. To the extent that any Owner hereafter desires to modify the Project in a manner not permitted by the Report and Decision adopted by the Authority in response to this Application (the "**Report and Decision**") the Owner shall notify the Authority of such proposed change. So long as the proposed change is not one which would require treatment as a new full application within the meaning of Chapter 121A, the Authority agrees to consider such requested change expeditiously and further agrees, to the extent such change is not otherwise addressed in this Application, to allow the Director of the Authority to determine whether such change is consistent with the Authority approval requested herein

(in which case, further Authority approval shall not be required), or whether such change requires further Authority approval.

b. Statement that the Project will not conflict with the Master Plan for the City of Boston. The Project Area is part of the North Station Urban Renewal Plan. The planning and design objectives of the North Station Urban Renewal Plan, adopted in August of 1980, included the development of a program of uses, including office space, retail commercial space, and parking within Sub-Area 1, which includes the Project Area. The request for proposals process resulted in a public/ private partnership agreement between the New Boston Garden Corporation, the City, the BRA, and the MBTA.

Several phases of the public/private development efforts for the North Station/Boston Garden area have already been completed, including (i) construction of the underground North Station Garage, which contains parking for 1,275 vehicles; (ii) relocation of the MBTA Green Line; (iii) creation of a new underground rapid transit station serving both the MBTA Orange and Green Lines; (iv) extension of the MBTA North Station commuter rail platforms; (v) construction of the 16,000 square foot public concourse; and (vi) construction of the TD Garden (the “**New Arena**”). Another phase of the development, consisting of a residential project known as the “Nashua Street Residences”, is expected to begin construction soon. The proposed Project will complete the final phase of the City’s vision for the Boston Garden/North Station area, and create long-awaited synergies with the New Arena and North Station, and with Causeway Street, that will combine to make the heart of this district a vibrant and exciting place to live, work, visit and shop.

c. Multiple Phases and Buildings. The Project will proceed on multiple phases and is expected to be comprised of separate buildings for State Building Code purposes.

d. Statement concerning schools, hospitals, churches. The Project Area is not located within five hundred feet of any schools, hospitals or churches.

e. Minimum standards for financing, construction, maintenance and management. **Appendix E** sets forth the minimum standards applicable to the Project for financing, construction, maintenance and management of the Project (the “**Minimum Standards**”).

f. Documentation/statement of fact as to whether project is in any way detrimental to the best interest of the public or City of Boston or to the public safety and convenience or inconsistent with the most suitable development of the neighborhood. The Applicants believe that the Project is (i) in the best interest of the public and the City of Boston and will enhance public safety, (ii) consistent with the most suitable development of this parcel of the North Station neighborhood. The Project will transform this underutilized parcel into an attractive development with a safer and greatly enhanced pedestrian environment and will contribute to the vibrancy of the neighborhood. The new residential housing will bring more residents to the area, improving safety. The Project will include the introduction of a new, weather-protected pedestrian connection between the MBTA Orange and Green Lines to the Commuter Rail and Amtrak that will promote the use of public transit, helping to improve public safety.

g. Statement of reasons why the Project is necessary and desirable. The Project Area is part of a larger redevelopment area that has a permitting history dating back over several decades. The planning and design objectives of the North Station Urban Renewal Plan, adopted in August of 1980, included the development of a program of uses, including office space, retail commercial space, and parking within Sub-Area I, which includes the Project Area. Several phases of the public/private development efforts for the North Station/Boston Garden area have already been completed, and the proposed Project will complete the final phase of the City's vision for the Boston Garden/North Station area, and create long-awaited synergies with the New Arena and North Station, and with Causeway Street, that will combine to make the heart of this district a vibrant and exciting place to live, work, visit and shop.

h. Relocation. The development of the Project will not involve the destruction or rehabilitation of any buildings. Accordingly, no relocation plan is required.

i. Environmental Impacts/Article 80 Approval

(i) Environmental Impacts: The environmental impacts of the Project and the associated mitigation are described in the following documents, which are incorporated herein by reference:

(A) Environmental Notification Form submitted to the Executive Office of Economic and Environmental Affairs (“EEA”) on May 15, 2013 (the “ENF”);

(B) Draft Environmental Impact Report and Phase One Waiver Request, submitted to EEA on September 30, 2013 (the “DEIR”); and

(C) Final Record of Decision, expected to be issued by EEA on or about December 11, 2013 allowing Phase One of the Project to proceed.

(ii) Article 80 Approvals: The Project is subject to Large Project Review pursuant to Article 80 of the Zoning Code. A Project Notification Form was submitted to the Authority on September 6, 2013. The Project is undergoing design approval before the Boston Civic Design Commission. The Project is undergoing design review pursuant to the Authority Development Review Guidelines (2006).

(iii) Environmental Documents: **Appendix F** contains copies of the ENF submitted to EEA on May 15, 2013; the DEIR submitted to the EEA on September 30, 2013, and the Project Notification Form submitted to the Authority on September 6, 2013.

4. Financial Information.

a. General. Chapter 121A designation is essential to the feasibility of the Project. As detailed above, the Project Area is burdened by a series of factors, including an easement for the MBTA Orange and Green Line tunnels which are located beneath the Project Area, and an easement for the MBTA Head House, which is located on the Project Area, which factors

combine to make development of the Project Area unduly costly. Overcoming these conditions requires the assistance which this Application seeks under Chapter 121A.

The Project (including the Garage Expansion for 800 motor vehicles, the Atrium Hall, streetscape improvements and a new weather protected connection from the MBTA Green and Orange Lines to North Station) is estimated to cost approximately \$946,300,000. This estimate is outlined in the budget attached hereto and incorporated herein as **Appendix G**. On the basis of the discussion below, the Applicant believes, and requests the Authority to determine, that the Project is practicable under the provisions of Chapter 121A.

b. Method of Financing.

(i) Proposed Ownership and Operating Structure. After the Project has been approved as a 121A Project and the vote of the Authority and the approval of the Mayor of the City have been filed with the office of the City Clerk:

(A) The Podium Owner will acquire title to the Podium Project Area, and as more particularly described in Section 1.d above, the Podium Owner will enter into a Ground Lease of the Podium Project Area (the "**Podium Ground Lease**") with the Podium Developer who will secure the necessary financing and equity for construction of the Podium Building, the Atrium Hall and the Garden Improvements. The Podium Ground Lease will obligate the Podium Developer to develop the Podium Building, Atrium Hall, and Garden Improvements, and to operate and maintain the Podium Building and Atrium Hall. It is anticipated that promptly after completion of construction, the Garden Improvements will be conveyed to the owner of TD Garden and that the owner of TD Garden will cause the Garden Improvements to be operated and maintained; and

(B) The Garage Expansion Owner will acquire title to the Garage Expansion Project Area, and as more particularly described in Section 1.d above, the Garage Expansion Owner will enter into a Ground Lease of the Garage Expansion Project Area (the "**Garage Expansion Ground Lease**") with the Garage Expansion Developer who will secure the necessary financing and equity for construction of the Garage Expansion. The Garage Expansion Ground Lease will obligate the Garage Expansion Developer to develop, operate and maintain the Garage Expansion.

Prior to commencement of construction of any Project Phase other than Phase One, the Hotel Tower Owner, Residential Tower Owner and/or Office Tower Owner, as applicable, will be required to enter into a 6A Contract, Regulatory Agreement, and Agreement not to Dispose of Interests on substantially the same terms as those attached hereto as **Appendix H**, **Appendix I** and **Appendix J**, respectively (collectively, the "**Phase One 121A Agreements**"), except that: (i) the financial terms of the 6A Contract will be revised as mutually agreed upon by the Authority and the Hotel Tower Owner, Residential Tower Owner and/or Office Tower Owner, as applicable; (ii) all three agreements shall terminate on the same date that the Phase One 121A

Agreements terminate; and (iii) such other changes shall be made to the agreements as may be necessary or required to accurately reflect other factual matters pertaining to the development of the Hotel Tower, Residential Tower and/or Office Tower, as applicable. In addition, the Hotel Tower Owner, Residential Tower Owner and/or Office Tower Owner, as applicable, will be required to submit a Statement Concerning Beneficial Interest to the Authority in the form of **Appendix K** attached hereto. The Hotel Tower Owner, Residential Tower Owner and/or Office Tower Owner, as applicable, will ground lease the Hotel Tower Project Area, Residential Tower Project Area and/or Office Tower Project Area, respectively, to affiliated entities that will secure financing for and develop, own, operate and maintain the Residential Tower and/or Office Tower, as applicable.

In the event that the Applicant or Owner(s) elect to construct the Project or any Phase of the Project in sub-phases as provided in Section 3(a) above:

(w) separate Chapter 121A entities will be formed to acquire the real estate development parcels upon which the applicable Project Component(s) included in the sub-phase will be constructed;

(x) each separate 121A entity will enter into a 6A Contract, Regulatory Agreement, and Agreement not to Dispose of Interests on substantially the same terms as the Phase One 121A Agreements, except that: (A) the financial terms of the 6A Contract will be revised as mutually agreed upon by the Authority and the applicable 121A entity; (B) all three agreements shall terminate on the same date that the Phase One 121A Agreements terminate; and (C) such other changes shall be made to the agreements as may be necessary or required to accurately reflect other factual matters pertaining to the development of the Project Component(s) included in the sub-phase, as applicable; and

(y) the 121A entity or entities will ground lease the real estate upon which the Project Component(s) included in the applicable sub-phase will be constructed to affiliated entities who will secure financing for and develop, own, operate and maintain the applicable Project Component(s), as more particularly provided with respect to Phase One described above. In addition, the applicable 121A entity will be required to submit a Statement Concerning Beneficial Interest to the Authority in the form of **Appendix K** attached hereto.

(ii) Financing/Lending Institution.

The Project construction cost is estimated at approximately \$946,300,000. Construction of Phase One of the Project is estimated to cost approximately \$276,000,000. It is anticipated that Phase One of the Project will initially be financed with a construction loan of up to \$248,400,000, with the remaining \$39,840,000 or more being provided as equity from the Developer. Wells Fargo Bank, National Association and/or US Bank (“**Lender**”) is expected to serve as the lender. Copies of the Lender letters are attached in **Appendix L**. If and to the extent other banks, financial institutions and/or other entities participate in the construction loan, Lender will serve as both lead lender and administrative agent for the other lenders. As required by Chapter 121A, such construction loan financing will not, in the aggregate, exceed ninety percent (90%) of the cost of the Project. If and when the participation of such other banks, financial institutions and/or other entities is secured, the Owner(s) and/or Developer(s) shall

provide notice thereof to the Authority. The Developer(s) may borrow money and such borrowing may be secured, in whole or in part, by a leasehold mortgage on its or their interest in the applicable Ground Lease, but such financing shall not be subject to regulation under Chapter 121A nor to the approval of the Authority. The Owner(s) may be guarantors of or co-borrowers under any such financing by the applicable Developer, which guaranty or co-borrowing may be secured by a mortgage on the interest of the Owner in the applicable Project Area, and any such guaranty or co-borrowing shall not be subject to regulation under Chapter 121A nor to the approval of the Authority.

(iii) Amounts to be contributed to equity capital and by whom. The Applicants and/or Affiliates expect to contribute as equity any amounts required for project financing not borrowed from the Lender or other institutional lenders.

(iv) Limits on Return of Investment.

Consistent with Section 18C of Chapter 121A, the partners of any Owner in their sole capacity as such (and not in their individual capacity nor in their capacity as partners or members in any lessee, sublessee or any other entity having any interest in the Project or any other entity, including without limitation, any Developer), shall not receive or accept as net income from the Project, any sum in excess of an annual cumulative eight percent (8%) return on amounts invested in the Project by the Applicants or a Boston Properties Affiliated Entity or Boston Garden Affiliated Entity through the Owner for so long as the Project is subject to Chapter 121A. The eight percent (8%) return will be based upon the total amount of equity invested in the Project by the Owner, as such equity may be increased from time to time (the “**Equity**”). If at any time there are repayments of all or any portion of the Equity, for purposes of calculating the eight percent (8%) return on Equity, the Equity shall not be reduced. Nothing in this Section 4(b)(iv) shall be applicable to the distribution of proceeds from the sale of capital assets of the Applicant, including without limitation, the applicable Project Component Area and/or the Project (or applicable Project Component thereof).

(v) Other amounts to be raised. Apart from institutional loans and equity contributions by the Applicants or Affiliates, it is not currently anticipated that other amounts will be raised to fund construction of the Project.

(vi) Amount of stock or other securities of a corporation, if any, or shares or other financial interest in a JV, P/S, LP/S or trust to be issued, created or transferred in payment for services, together with description and statement of value of services. No ownership interest in any of the Owners is to be issued, created or transferred in exchange for services.

(vii) Listing of persons with beneficial interest in the Project. See **Appendix K** attached hereto.

c. Municipal Liens. The Applicants are not aware of any unpaid municipal charges with respect to the Project or the Project Area.

d. Section 6A Contract Terms. A draft of the contract proposed to be entered into by the Podium Owner with the City of Boston with respect to Podium Building, Atrium Hall and Garden Improvements under Section 6A of Chapter 121A is attached hereto as **Appendix H-1**

(the “**Podium 6A Contract**”). A draft of the contract proposed to be entered into by the Garage Expansion Owner with the City of Boston with respect to Garage Expansion under Section 6A of Chapter 121A is attached hereto as **Appendix H-2** (the “**Garage Expansion 6A Contract**”). The Podium 6A Contract and the Garage Expansion 6A Contract are collectively referred to herein as the “**6A Contracts**”. In accordance with the formulas set forth in the 6A Contracts, the Owners will pay in each calendar year during the term of the 6A Contracts, the annual excise payable with respect to such year under Section 10 of Chapter 121A. Before a building permit is issued for any subsequent phase of the Project, subject to the prior approval of the Authority, the Applicant will enter into a separate contract under Section 6A of Chapter 121A to govern real estate taxes for such subsequent phase. If the Section 6A contract is not entered into before a building permit is issued for such subsequent phase, said subsequent phase and the land and/or air rights to be occupied by such subsequent phase shall automatically be deemed withdrawn from the Project Area, and shall no longer have the benefits or be subject to the restrictions and limitations imposed by Chapter 121A. Notwithstanding the foregoing, any deviations and/or permissions granted in the Approval, as the same may hereinafter be amended, with respect to those Project Components, shall remain in full force and effect in perpetuity.

e. Requests for Extensions to the period of property tax exemption. The proposed anchor tenant of the Podium Building is a 45,000± square foot supermarket. The supermarket tenants with whom the Applicants have negotiated insist, among other things, on a lease term of twenty years commencing upon occupancy of the premises. One of the basic needs for the 6A Contract is to make the real estate tax component of the lease payments sufficiently attractive to secure a commitment to lease from a supermarket entity. Because financing, construction, and achieving full occupancy of the Podium Building is expected to take approximately four years to complete and because the Applicant must provide a real estate tax agreement that encompasses the twenty-year term of the anchor tenant, a Chapter 121A tax exemption of twenty-five years is necessary. Chapter 121A, Section 10, allows the Authority to grant extensions of the base 15-year Chapter 121A period if the Project includes community public facilities. Section (4)(e) of the Authority Regulations in turn allow for a ten year extension of the Chapter 121A period if the Project provides community public facilities. In this case, the Project will include the Atrium Hall described above which will include a new connection for access and egress to and from the North Station public transportation facilities and the MBTA Orange Line and Green Line. Accordingly, the Applicants respectfully request an extension of the 15-year tax exemption period for an additional ten years.

f. Other Financial Information. Additional financial information concerning the Project and the Applicants has been provided under separate cover.

5. Development Schedule.

The construction financing closing for Phase One of the Project is expected to occur within six months following Authority approval of the Application. Construction of Phase One of Project is expected to be completed within 36 months following the construction loan closing, with occupancy of the Phase One of the Project to occur in stages. Construction of the remainder of the Project will occur in multiple phases, with completion of each subsequent phase taking approximately 24 to 36 months.

6. Public Use and Benefits.

The Applicants believe that the carrying out of the Project constitutes a public use and benefit for the reasons set forth below and in Section 3(g) hereof. The Project and development associated with the Project will provide myriad public benefits, as described below:

Housing and Jobs Contribution Grants. Contributing approximately \$9,000,000 in housing linkage funds and approximately \$1,800,000 in jobs linkage funds in accordance with the provisions of Section 80B-7 of the Boston Zoning Code.

Construction Employment. The Project is anticipated to create approximately 2,000 construction jobs. The Proponent will make reasonable good-faith efforts to have at least 50% of the total employee work hours be for Boston residents, at least 25% of total employee work hours be for minorities and at least 10% of the total employee work hours be for women. The Proponent will enter into a jobs agreement with the City of Boston.

Permanent Employment. The Project is anticipated to create approximately 5,000 permanent jobs.

Urban Design.

- Creating a more prominent and convenient entrance to North Station and TD Garden from Causeway Street via the public concourse described in Chapter 2.
- Infilling a vacant site in a growing neighborhood of Boston, and creating of a new, attractive gateway to the City of Boston.
- Activating the TD Garden/North Station area with a vibrant, mixed-use development with a focus on the site as a sports and entertainment hub.
- Maximizing ground floor retail opportunities for businesses to serve the needs of local residents in and around the Project Area, while minimizing the impacts of loading activity by placing loading docks internally on the site.
- Creating a new, weather-protected pedestrian connection between the MBTA Orange and Green Lines to the Commuter Rail and Amtrak.
- Improving the streetscape on Causeway Street with an enhanced walkable, pedestrian-friendly environment.
- Filling in a missing link within the North Station neighborhood.

Transit-oriented Development and Smart Growth. The Project Area is located at the northern hub of the MBTA's integrated public transportation system at the North Station, providing direct, convenient access to Commuter Rail service to the north of Boston, as well as access to the MBTA Orange and Green Line's on the subway system. Public bus service, an extensive and interconnected sidewalk network and a kiosk for the City's Hubway bike sharing program are located immediately adjacent to the Project Area. These amenities, coupled with a

carefully balanced parking program and an aggressive Transportation Demand Management (TDM) Program, will serve to reduce the impact of the Project on the transportation infrastructure. Further, the Project itself has been designed to include complementary uses that will create synergy between the individual elements to reduce off-site trips. Additionally, the proposed uses will offer services that are currently not available to the residents of the North and West End neighborhoods and the growing Bulfinch Triangle neighborhood area, all of which are within walking distance of the Project Area.

Green Building. Utilizing sustainable design and green building features to promote energy conservation, and to comply with the provisions of Article 37 of the Boston Zoning Code.

New Atrium Hall Connecting Causeway Street to North Station. The Project presents an opportunity to enhance pedestrian access to North Station and the TD Garden with a new entrance on Causeway Street on axis with Canal Street and a new public concourse. The new entrance is acknowledged with a bold architectural and graphic composition.

New Weather Protected Connection from MBTA Green and Orange Lines to North Station. The Project includes a new connection from the MBTA Green and Orange Lines portion of North Station to the Commuter Rail and Amtrak platforms.

Tax Revenues. The Project will generate significant new real estate, retail, and hotel related tax revenues for the City of Boston.

- a. Whether Project is in line with overall planning and development objectives of the City. The Project Area is part of a larger redevelopment area that has a permitting history dating back over several decades starting with area merchants in the 1960s, with a focus by the BRA starting in the late 1970s. Several phases of the public/private development efforts for the North Station/Boston Garden area have already been completed, including the underground North Station Garage; relocation of the MBTA Green Line; creation of the underground rapid transit station serving both the MBTA Orange and Green Lines; extension of the MBTA North Station commuter rail platforms; construction of a new passenger waiting area and ticketing facility and construction of the new arena, known as the TD Garden. Another phase of the development, consisting of a residential project known as the Nashua Street Residences, is expected to begin construction soon. The proposed Project will be the final piece of the redevelopment of the area conceived in the 1970s and 1980s. As described in Section 2.b.1 above, the proposed Project is generally consistent with the planning and design objectives of the North Station Urban Renewal Plan, yet certain zoning deviations listed in **Appendix M** attached will be required.
- b. Extent to which Project will eliminate the blighted, open conditions in the Project Area and surrounding neighborhood. This long awaited Project will develop the vacant site currently used for parking along Causeway Street into a vibrant, mixed-use development that will further activate the area, especially during the times when the adjacent TD Garden is not in use. The Project will fill the gap on Causeway Street between the West End and North End neighborhoods.

- c. Whether the Project has the support of the community and/or is perceived as being beneficial for the neighborhood or the City. The Proponent is undergoing public review through Article 80B of the Boston Zoning Code, through which it will undergo an extensive process with the City of Boston and the community.
- d. Whether the impact anticipated from the Project is sufficient to warrant 121A status. The impacts of the Project are being fully addressed by the City design review process, and the beneficial effects of the Project warrant 121A status.
- e. The environmental impact of the Project on traffic and parking in the Project Area and surrounding neighborhood or district. The Project Area is located at the northern hub of the MBTA's integrated public transportation system at North Station, providing direct, convenient access to Commuter Rail service to the north of Boston, as well as access to the MBTA Orange and Green Line's on the subway system. Public bus service, an extensive and interconnected sidewalk network and a kiosk for the City's Hubway bike sharing program are located immediately adjacent to the Project Area. These amenities coupled with a carefully balanced parking program and an aggressive Transportation Demand Management (TDM) Program will serve to reduce the impact of the Project on the environment and the transportation and parking infrastructure serving the Project area, the Bulfinch Triangle, and the proximate North and West End neighborhoods. Further, the Project itself has been designed to include complimentary uses that will create synergy between the individual elements to reduce off-site trips. Additionally, the proposed uses will offer services that are currently not available to the residents of the North and West End neighborhoods and the growing Bulfinch triangle neighborhood area, all of which are within walking distance of the Project Area, serving to reduce the parking demands of the Project and potential parking impact on the adjoining neighborhood street system. The Project represents the fulfillment of the overall redevelopment of North Station and the former Boston Garden site that was contemplated as a part of the 1989 Urban Renewal Plan for the North Station Economic Development Area and was reflected in the traffic volume projections that formed the basis of the constructed elements of the Central Artery/Tunnel (CA/T) project and the Bulfinch Triangle surface street network. As such, the planned and constructed transportation system that serves the North Station area presents the central elements to support this transit oriented development project without overburdening the roadway network serving the Project Area or the surrounding neighborhoods. Additional enhancements to Causeway Street to support access to the Project Area and to integrate the Project into the pedestrian environment will be developed, including the expansion and rehabilitation of the sidewalk infrastructure along the Project frontage in the context of the City's Crossroads initiative for Causeway Street will be a central piece of the Project's improvement program. Additional improvements are contemplated to the City's coordinated traffic signal systems along Causeway Street, North Washington Street, Nashua Street, New Chardon Street and within the Bulfinch Triangle area to accommodate the additional traffic and pedestrian demands are also contemplated as a part of the overall transportation improvement program for the Project. The

Project has also been designed to be integrated into the event traffic management plan that is coordinated with the Boston Transportation Department (BTD), the Boston Police Department and the Massachusetts State Police for event conditions at TD Garden.

7. Why the Project Needs Chapter 121A Aids.

The Project requires Chapter 121A aids because the Project Area could not be developed, and the public benefits to be provided in connection with the Project would not be possible, without designation and approval under Chapter 121A. The significant costs associated with construction of the Project without adversely affecting the Green Line and Orange Line tunnels, the TD Garden, North Station, and the Federal Building, and the costs of reconfiguring the MBTA Head House, must be accounted for in the Project's financing. The permanent and comprehensive elimination of the blighted and decadent conditions of the Project Area require the aids of Chapter 121A. Photographs of the Project Area showing it to be a blighted open area are attached hereto as Appendix B-1. Engineering Reports showing the blighted open condition of the Project Area are attached hereto as Appendix B-2.

8. Boston Residents Jobs Policy.

The Developer shall be responsible for causing compliance with the Boston Residents Jobs Policy with respect to the construction of the Project. The Boston Residents Construction Employment Plan ("BRCEP") as applicable to the Project, provides that the general contractor, and those engaged by the general contractor for construction of the Project, must use good faith efforts to meet, on a craft by craft basis, the following Boston Residents Construction Employment standards: (1) at least 50% of the total employee worker hours in each trade shall be by Boston Residents; (2) at least 25% of the total employer worker hours in each trade shall be by minorities; and (3) at least 10% of the total employee worker hours shall be by women.

In connection with the approval of the Project, the Owner will enter into a Boston Permanent Employment Project for the Project, which agreement shall require that good faith efforts be used by the Owner to pursue a goal that at least 50% of certain construction employment opportunities created by the Project will be made available to Boston residents.

9. Non-Discrimination.

The Owner will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, gender identity, sex or sexual orientation, and the contractors and subcontractors for the construction of the Project will be required not to so discriminate.

10. Additional Determinations, Findings and Approvals.

By its approval of this Application, the Authority:

a. Specifically waives any requirements of the Authority's Regulations with which this Application is not in conformity, and grants all approvals needed for the Project to be undertaken as herein set forth.

b. Agrees that (i) neither the Applicants, the Owners, the Developers, nor any of their respective partners, members, managers, venturers, shareholders, officers, directors, employers or agents or of any of their respective successors and assigns (including, without limitation, mortgagees) or any person or entity directly or indirectly holding any interest in any of the foregoing, shall have any personal liability hereunder or under any agreement or undertaking related hereto specifically set out in this Application or in any agreements entered into as required hereby; (ii) the Owners shall be subject to the obligations of Chapter 121A, and enjoy the rights and privileges thereunder, and shall be subject to the terms, conditions and obligations of the approval of this Application from the date on which the vote of the Authority approving this Application shall be final, the Mayor's approval is obtained and the Authority has filed such vote as approved with the City Clerk (such filing date with the City Clerk being the "**Approval Date**"), but such approval shall not become effective until January 1, 2014 (the "**Effective Date**") and shall continue subject to the terms hereof for the twenty-five (25) year period from the Effective Date, and the Owners shall not thereafter be subject to the obligations of Chapter 121A, nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions and obligations of the approval of this Application (*provided*, however, that any deviations and the permissions granted in the Approval, as the same may hereinafter be amended, shall survive and remain in effect in perpetuity); (iii) all of the provisions hereof shall be binding upon and inure to the benefit of the Owners and their successors and assigns; and (iv) whenever in the future any notice, agreement, consent or any other action is required of the Owners hereunder, the same shall be treated as authorized and sufficient if given or taken by the Owners hereunder or their successors or assigns. Upon the occurrence of the Effective Date, the Authority and the Owners shall enter into a memorandum specifying the Effective Date and provide a copy thereof to the City of Boston's Commissioner of Assessing.

c. Hereby approves (x) the Minimum Standards attached hereto as **Appendix E** for all Project Phases; and (y) the proposed 6A Contracts for Phase One attached hereto as **Appendix H-1, H-2, and H-3**, respectively, subject to any changes to the 6A Contracts as the Commissioner of Assessing shall determine to be necessary or desirable.

d. Hereby approves the proposed Regulatory Agreement attached hereto as **Appendix I** (the "**Regulatory Agreement**") for Phase One.

e. Agrees that the Owner(s), except as otherwise allowed herein, will not voluntarily transfer, assign, convey or sell in any manner, or hypothecate its or their interest in the Project without the express consent and approval of the Authority. For the purposes of this Application, the terms "**transfer**," "**assigns**," "**convey**," "**sell**" and "**hypothecate**" shall be deemed to mean (x) a change in beneficial interests in the Owner (whether direct or indirect) which results in a change of Control (as defined in Section 1.d above) in the Owner, (y) the sale or transfer of all or substantially all of the assets of the Owner in one or more transactions into one or more separate entities that is not an Affiliated Entity (as defined in Section 1.d above); or (z) the merger or consolidation of the Owner into or with another entity that is not an Affiliated Entity. However, in no event shall the covenant and agreement set forth in the first sentence of this subsection be

applicable to transfers of interests in the Project (or any Project Component thereof) or in the Owner to the Developer, to any Affiliated Entity, or to the ground lease, any sublease by the ground lessee, or financing related to any Phase of the Project or any transfer to the holder of any such financing. Any Owner may admit other members and may transfer interests in the Owner Entity to other persons or other Entities without prior approval of the Authority, so long as the Transfer Conditions set forth in Section 1.d. above are satisfied.

All transfers of an interest in an Owner permitted pursuant to the preceding paragraph shall be effective upon the filing of written notice of such transfers with the Authority (such notice to include a disclosure of those having direct interests in the Affiliated Entity). Whenever the Authority's consent is required by the terms of its approval of this Application, such consent shall not be (A) unreasonably delayed or withheld, nor (B) conditioned on the payment of consideration and/or the expansion of the Owner's obligations or liability under any agreement with the Authority with respect to the Project. The provisions of clause (B) of the immediately preceding sentence shall not be applicable where the Authority has been requested to approve the expansion of the gross floor area of the Project (to the extent amounts are payable to the Authority or any other City of Boston entity pursuant to any Development Impact Project Agreement or Cooperation Agreement for the Project entered into pursuant to the provisions of Article 80B of the Zoning Code), or any change of use or increase in the dimensions of the Project not consistent with the Authority approval granted pursuant to this Application and thus requiring Authority approval. Upon application of the Applicant for transfer of the Project requiring Authority approval, the Director shall within thirty (30) days thereafter, submit such application to the Authority for its consideration with a favorable recommendation if the transferee shall agree to assume in writing all of the obligations of the Owner under Chapter 121A, the 6A Contract, and the approvals by and agreements with the City of Boston and the Authority under Chapter 121A relating thereto. Upon approval by the Authority, any such entity shall be subject to the burdens and receive the benefits of Chapter 121A and any approval granted pursuant to this Application. The foregoing provisions shall not limit or impair the rights and privileges of parties providing financing for the Project (or parties claiming by or through such lenders) (i) as provided in Section 16A of Chapter 121A; (ii) as otherwise provided in this Application or in any approval granted pursuant hereto; or (iii) by applicable law. Further, nothing herein shall restrict, nor require Authority approval for, the transfer, assignment, conveyance, sale or other hypothecation of an interest, in whole or in part, in the Developer or in any entity other than the Owner. In addition, and without derogation of the foregoing, the Authority agrees that the organization, re-organization, transfer, conveyance, sale, assignment, pledge or hypothecation of the Developer, or of the entire or any partial interest or beneficial interest in the Developer, shall not be subject to regulation under Chapter 121A, nor to the approval of the Authority. Only the rent paid to the Owner as landlord under the Ground Lease will constitute the gross income of the Owner from all sources under Section 10 of Chapter 121A.

f. Agrees that the obligations of any Owner pursuant to this Application are conditioned in all respects upon (i) the acquisition by the Owner of fee simple ownership of its respective Project Component Area(s) and the execution and delivery of a ground lease to the Developer of the applicable Project Component Area, and (ii) the gross income of the Owner for purposes of Section 10 of Chapter 121A being limited to gross income actually received by the Owner under the ground lease. If the condition set forth in clause (ii) of the preceding sentence

is not met at any time during the term of the Owner's designation under Chapter 121A pursuant to this Application, then the Owner shall have the right to seek the termination of the designation of the applicable Project Component(s) and the Project Component Area under Chapter 121A, and the Director shall, within thirty (30) days of such application, recommend to the Authority that it approve such termination. In any event, and in addition to any provisions regarding termination available to any Owner, if any of the conditions set forth in this Section 10 (f) are not met at any time during the term of the Owner's designation under Chapter 121A pursuant to this Application, the Owner shall have the right to seek such remedies as may be available at law or in equity, including, without limitation, the right to bring an action for mandamus or specific performance. As set forth in the 6A Contract, if notwithstanding such remedies, any Owner is ever required to pay a different or additional tax resulting from the replacement of the current method of assessment of real estate taxes, in whole or in part, by a different method or type of tax or the imposition of an additional type of tax to supplement the current method of assessing real estate taxes, in either case upon the Owner, the Developer under the Ground Lease or subleases thereof or the Project in excess of the sums contemplated by the 6A Contract, the Owner shall have the right to offset any such excess payments against other sums payable to the City in respect of such 6A Contract. In addition, in the event that the Owner concludes that the amount of payments due under the 6A Contract with respect to any applicable Project Component(s) will exceed, by ten percent (10%) or more, the amount of real estate taxes that would be due and payable under Massachusetts General Laws Chapter 59, the Owner shall have the right to terminate the applicable 6A Contract with respect to the applicable Project Component(s). In such event, the applicable Project Component(s) shall automatically be deemed withdrawn from the Project Area, and shall no longer have the benefits or be subject to the restrictions and limitations imposed by Chapter 121A. Notwithstanding the foregoing, any deviations and/or permissions granted in the Approval, as the same may hereinafter be amended, with respect to those Project Components, shall remain in full force and effect in perpetuity.

g. Agrees that any Owner shall not be held in any way liable for delays which may occur in the construction, repair and maintenance of the Project (or applicable Project Component thereof) or failure to perform its obligations under this Application or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the reasonable control of the Owner. The Owner shall use due diligence to secure all such permissions, variances, permits and licenses and to overcome all such delays. Subject to the provisions hereof regarding transfers of interests by the Owner in and to the Project (or applicable Project Component thereof) and the Project Area, the approvals granted to, and the obligations of, the Owner pursuant to this Application shall inure to the benefit of, and shall be binding upon, the Owner and its successors and assigns.

11. Miscellaneous:

By approval of this Application, the Authority agrees that:

a. Upon the expiration of the term of any Owner's designation under Chapter 121A pursuant to the Authority's approval of this Application, the Owner shall pay or cause to be paid a pro-forma tax to cover the time period between such expiration or termination and the date upon which the Project becomes taxable pursuant to Massachusetts General Laws Chapter 59, which pro-forma tax shall be as set forth in the 6A Contract.

b. If any provisions of this Application or the approval granted pursuant to this Application or of any of the agreements entered into in connection therewith are held invalid, the remainder of such provisions shall not be affected thereby.

c. The respective rights and remedies of the parties hereunder or under the approval granted pursuant to this Application or under any of the agreements entered into in connection therewith or at law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other such rights or remedies.

d. To the extent set forth in the Regulatory Agreement and/or the 6A Contract, any provision of this Application or the approval granted pursuant hereto or of any of the agreements entered into in connection therewith may be waived in writing by the party having the benefit of such provision without the necessity of amendment or modification hereof or thereof.

e. Recognizing that the parties may find it necessary to establish to third parties the then-current status of performance under the approval granted pursuant hereto or under any of the agreements entered into in connection with such approval, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to such performance.

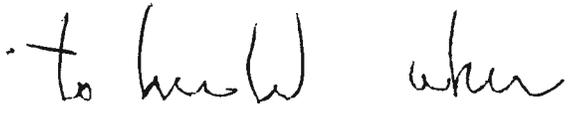
12. List of Appendices.

Appendix A-1	Plan of Project Area (80 Causeway Street and Legends Way)
Appendix A-2	Subdivision Plans and Legal Descriptions of Parcels Included in Project Area
Appendix A-3	8½ x 11 Site Location Plans
Appendix B-1	Photographs of Project Area
Appendix B-2	Engineering Reports regarding Evidence of Blight, Substandard Conditions, Decadence
Appendix C	Abutters List as described in Section 2.d.(ii)
Appendix D	Site Plan and Architectural Materials
Appendix E	Minimum Standards
Appendix F	Environmental Documents
Appendix G	Project Budget
Appendix H-1	Proposed Phase One 6A Contract

Appendix H-2	Proposed Phase Two 6A Contract
Appendix I	Proposed Regulatory Agreement
Appendix J	Proposed Agreement Not to Dispose of Interests
Appendix K	Statement Concerning Beneficial Interests
Appendix L	Proof of Financial Commitment
Appendix M	List of Deviations Requested

EXECUTED as of the 5th day of December, 2013.

Boston Garden Development Corp.

By: 
Christopher W. Maher
Vice President Development

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 5th day of December, 2013, before me, the undersigned notary public, personally appeared Christopher W. Maher, Vice President-Development, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

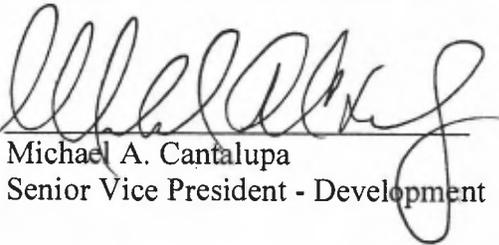


Notary Public

My Commission expires: 1/01/2018

EXECUTED as of the 5th day of December, 2013.

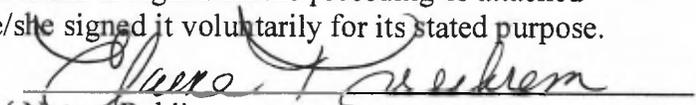
Boston Properties Limited Partnership

By: 
Michael A. Cantalupa
Senior Vice President - Development

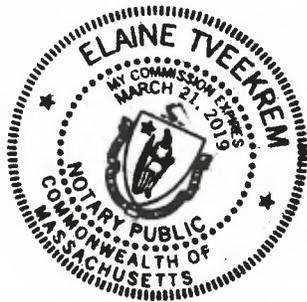
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 5th day of December, 2013, before me, the undersigned notary public, personally appeared Michael A. Cantalupa, Senior Vice President - Development, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public

My Commission expires: 3-21-19



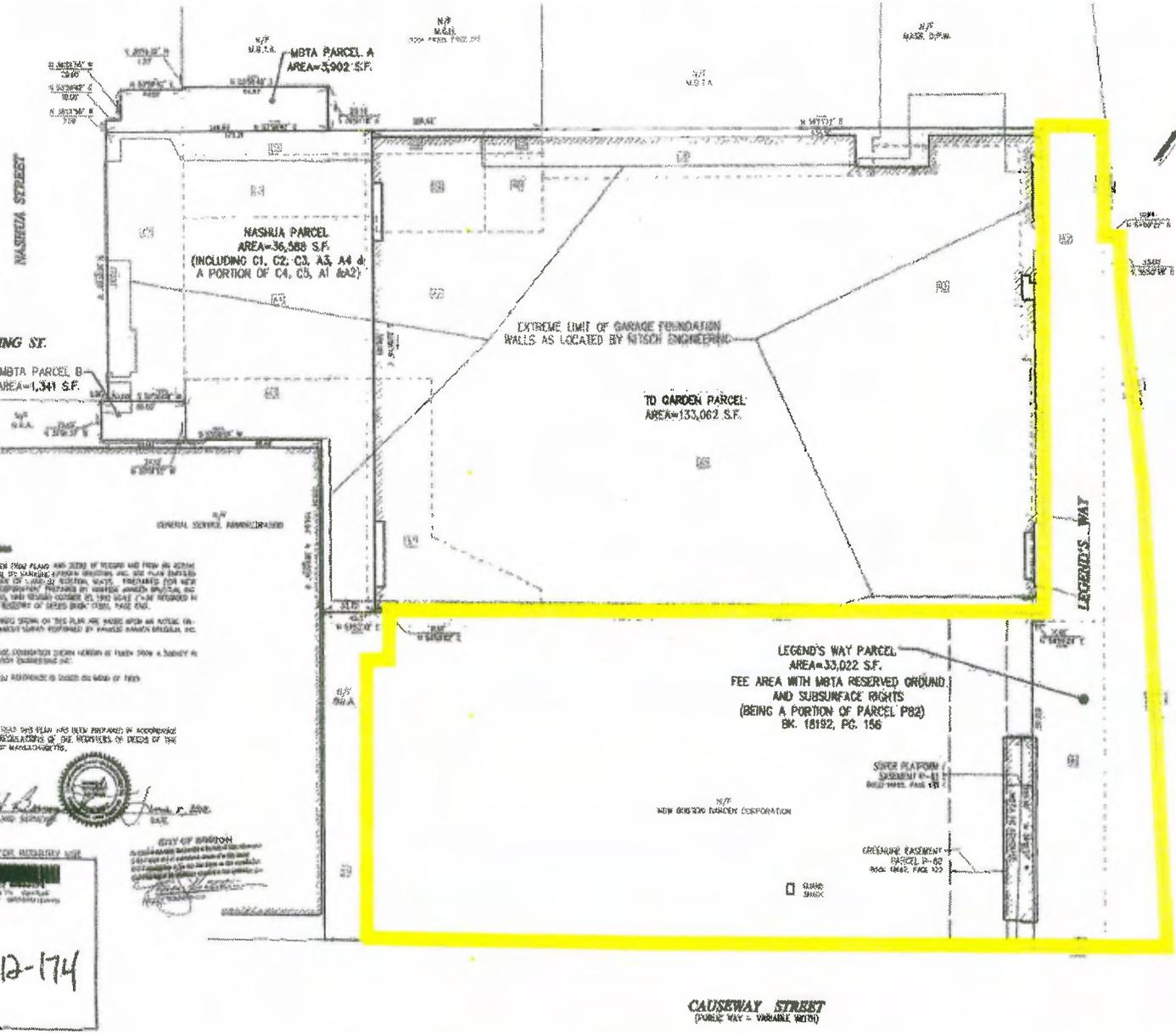
APPENDIX A-1
Plan of Project Area (80 Causeway Street and Legends Way)



Village Morgan Bennett, Inc.

Transportation
Land Development
Environmental Services

100 Walnut Street, P.O. Box 511
Waltham, Massachusetts 02451-0511
ALT 617 770-6343 FAX 617 934-2286



General Notes
1. PROPERTY LINE SHOWN FROM PLANS AND RECORDS AND FROM AN ADJACENT SURVEY DONE BY DANIEL, JOHNSON, AND ASSOCIATES, INC. FOR THE CITY OF BOSTON. THE CITY OF BOSTON HAS REVIEWED THIS PLAN AND RECORDS FOR CONFORMANCE WITH THE CITY OF BOSTON SUBDIVISION MAPS ACT AND THE CITY OF BOSTON SUBDIVISION MAPS REGULATIONS. THE CITY OF BOSTON DOES NOT GUARANTEE THE ACCURACY OF THE SURVEY OR THE RECORDS OF THE CITY OF BOSTON.
2. THE EXISTING BUILDING FOOTPRINTS ON THIS PLAN ARE BASED UPON AN ADJACENT SURVEY DONE BY DANIEL, JOHNSON, AND ASSOCIATES, INC. FOR THE CITY OF BOSTON.
3. THE EXISTING CURB, SIDEWALK, AND DRIVEWAY ARE SHOWN AS TAKEN FROM A SURVEY BY DANIEL, JOHNSON, AND ASSOCIATES, INC. FOR THE CITY OF BOSTON.
4. THE EXISTING UTILITY LOCATIONS ARE SHOWN AS TAKEN FROM THE CITY OF BOSTON RECORDS.

RESERVED FOR RECORDS USE
2012-174



CITY OF BOSTON
SUBDIVISION MAPS ACT
SUBDIVISION MAPS REGULATIONS

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

TD Garden
100 Legends Way

Boston, Massachusetts

Subdivision Plan of
Land

Sv-2

CAUSEWAY STREET
(PUBLIC WAY - VARIABLE WIDTH)

APPENDIX A-2

Subdivision Plans and Legal Descriptions of Parcels Included in Project Area



2013 00067715
Bk: 51708 Pg: 307 Page: 1 of 4
Recorded: 06/28/2013 01:23 PM
ATTEST: Francis M. Roache, Register
Suffolk County Registry of Deeds

After recording return to:

Christopher J. Reale, Esq.
Goodwin Procter LLP
Exchange Place
Boston MA 02109

QUITCLAIM DEED

DELAWARE NORTH COMPANIES, INC. - BOSTON, formerly known as New Boston Garden Corporation, a Massachusetts corporation (the "Grantor"), with an address of 100 Legends Way, Boston, MA 02114, for consideration of One Hundred Dollars (\$100.00) paid, grants to **BOSTON GARDEN DEVELOPMENT CORP.**, a Massachusetts corporation, with an address of 100 Legends Way, Boston, MA 02114 (the "Grantee"),

with **quitclaim covenants**

The land, with buildings and improvements thereon, situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts, being more particularly described in Exhibit A, attached hereto and made a part hereof.

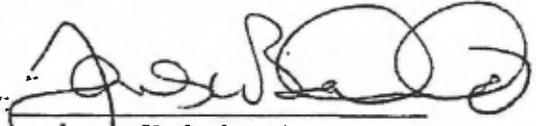
This conveyance is made subject and together with rights and easements of record, so far as in force and applicable.

This conveyance is not the sale of all or substantially all of the assets of the Grantor located in the Commonwealth.

For Grantor's title see: (i) Deed of Robert C. Linnell and Arthur G. Carlsons, Jr., Trustees of the 120 Trust, which deed is dated May 25, 1973 and recorded with the Suffolk County Registry of Deeds in **Book 8631, Page 181**; and (ii) Deed from the Boston Redevelopment Authority dated March 21, 2003, recorded with the Suffolk County Registry of Deeds in **30967, Page 147**.

EXECUTED as a sealed instrument this 27th day of June, 2013.

**DELAWARE NORTH COMPANIES, INC. -
BOSTON**

By: 

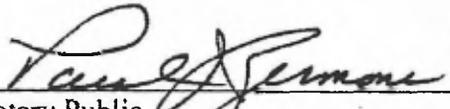
Name: James K. Bednarek

Title: Vice President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

County of SUFFOLK, ss.

On this 27 day of June, 2013, before me, the undersigned notary public, personally appeared James K. Bednarek, proved to me through satisfactory identification, which were [driver's license] or [based on the undersigned's personal knowledge of the identity of the principal], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Vice President and Treasurer for Delaware North Companies, Inc. – Boston.



Notary Public
Name: PAUL J. ZIERMANI
My Commission Expires: 9/15/17

EXHIBIT A

Legal Description

The land with the buildings and improvements thereon, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

LAND COURT CONFIRMATION PARCEL

SOUTHEASTERLY	by Causeway Street, four hundred thirty-three and 51/100 (433.51) feet;
SOUTHWESTERLY	by Parcel D1, as shown on a plan hereinafter mentioned, one hundred seventy-three and 84/100 (173.84) feet;
NORTHWESTERLY	by Parcel D1, as shown on said plan, fourteen and 75/100 (14.75) feet;
SOUTHEASTERLY	by Parcel D1, as shown on said plan, thirty-one and 45/100 (31.45) feet;
NORTHWESTERLY	by Parcel A1 and Parcel A2, as shown on said plan, four hundred eighteen and 46/100 (418.46) feet;
NORTHEASTERLY	by Parcel B1, as shown on said plan, two hundred five and 95/100 (205.95) feet.

Containing 2.035 acres, according to said plan, and being shown as a lot marked "N/F **New Boston Garden Corporation, a Delaware North Corporation, LC Confirmation 35699A**" on a plan entitled "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, revised October 20, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners, recorded with the Suffolk County Registry of Deeds, at **Book 17881, Page End**.

Attested hereto

Francis M. Roache

Francis M. Roache
Register of Deeds



Bk: 49634 Pg: 228 Doc: DED
Page: 1 of 5 06/07/2012 12:37 PM

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
DEED

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body public and corporate and a political subdivision of the Commonwealth of Massachusetts (hereinafter, the "Grantor"), duly established and existing under Chapter 161A of the General Laws of the Commonwealth of Massachusetts, with an address at Ten Park Plaza, Boston, Massachusetts, for consideration of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to 120 Nashua Street, LLC, a Massachusetts limited liability company, with a notice address of c/o Boston Garden Development Corporation, 100 Legends Way, Boston, MA 02114 (the "Grantee"), with quitclaim covenants, all of its right, title and interest in and to the land known as the "Legend's Way Parcel" (the "Parcel"), as shown on that certain plan entitled, "Subdivision Plan of Land", prepared by Vanasse Hangen Brustlin, Inc., dated May 17, 2012, which has been recorded with the Suffolk County Registry of Deeds herewith, and more particularly described on Exhibit A attached hereto and incorporated herein.

This conveyance is made subject to, and with the benefit of (i) all of the exceptions listed on Exhibit B attached hereto and incorporated herein, insofar as they are now in force and applicable to the Parcel herein conveyed; and (ii) provisions of existing building and local zoning laws; (iii) any encroachments, parties-in-possession, leases, licenses and occupancies; and (iv) that certain Easement Agreement between Grantor and Grantee dated as of the date hereof and recorded herewith.

Any and all of the improvements presently located within the Parcel related to the operation of the Garage and the Orange Line Tunnel are hereby expressly excluded from this Deed and shall be retained by Grantor in fee simple and have the benefit of that certain Easement Agreement dated as of the date hereof and recorded herewith.

Grantee (and its successors in title) shall defend (with counsel reasonably acceptable to Grantor), indemnify and hold harmless the Grantor, and its directors, officers, employees, and agents, from and against all claims, costs, fees, expenses, losses, liabilities, obligations, litigation, demands, judgments, suits, proceedings, fines, and penalties (including, without limitation reasonable attorneys' and experts' fees and expenses, costs of investigation and litigation, clean-up costs, and waste disposal costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any of the aforementioned indemnified persons or entities, and arising out of or related to the presence or release of "Hazardous Materials" (as hereinafter defined) which (i) are released by the Grantee or any successor in title to the Grantee, or any party claiming by, through or under the Grantee or any such successor in title, within the Parcel, or (ii) are present on or under the surface of the Parcel as of the date of this Agreement unless such presence was caused by the act of the Grantor or any of its directors, officer, contractors, employees or agents, or (iii) first become present on or under the surface of the Parcel at any time after the date of this Deed unless such presence is caused by the act or omission of the Grantor or any of its directors, officers, contractors, employees or agents. The term "Hazardous Materials" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, and chemical, biological

LEGENDS WAY BOSTON

6

ANGUS
PO BOX 511
MEDFORD, MA
02155

and radioactive wastes, or any other similar materials which are regulated by any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, or regulating the generation, storage, containment or disposal of any Hazardous Materials, or providing for the protection, preservation or enhancement of the natural environment, or any amendments, modifications or supplements thereto, or any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments.

{Signatures on Following Page}

FOR TITLE SEE BOOK 15121, PAGE 247

IN WITNESS WHEREOF, on the 6 day of JUNE, 2012, the Grantor has caused this deed to be executed by its Acting General Manager and Rail & Transit Administrator, duly authorized.

GRANTOR:

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts

By: [Signature]
Jonathan R. Davis
Acting General Manager and Rail & Transit Administrator

Approved as to Form:
By: [Signature]
Rachael S. Rollins
General Counsel

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 4th day of JUNE, 2012, before me, the undersigned notary public, personally appeared Jonathan R. Davis, proved to me through satisfactory identification, which were [driver's license] or [based on the undersigned's personal knowledge of the identity of the principal], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Acting General Manager and Rail & Transit Administrator of Massachusetts Bay Transportation Authority.



Nancy E. Cotter
(Official Signature and Seal of Notary)
My Commission Expires: 9-13-2013

EXHIBIT ALEGAL DESCRIPTION

A certain parcel of land situated northerly of Causeway Street, easterly of Nashua Street and at the private right-of-way known as Legend's Way in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the northerly sideline of Causeway Street and the westerly sideline of Legend's Way, being the southwesterly corner of the described parcel; thence

- N 36° 01' 51" W a distance of two hundred one and fifty-five hundredths feet (201.55') to a point, by land now or formerly the New Boston Garden Corp.; thence
- N 54° 09' 24" E a distance of seven and forty-five hundredths feet (7.45') to a point; thence
- N 35° 50' 25" W a distance of three hundred nine and fifty-seven hundredths feet (309.57') to a point; thence
- N 54° 15' 12" E a distance of thirty-nine and seven hundredths feet (39.07') to a point, the last (3) courses over the westerly side of Legend's Way; thence
- S 35° 50' 36" E a distance of sixty-nine and thirty-four hundredths feet (69.34') to a point; thence
- N 54° 09' 22" E a distance of ten and ninety-four hundredths feet (10.94') to a point; thence
- S 35° 50' 38" E a distance of thirty-three and no hundredths feet (33.00') to a point; thence
- S 42° 04' 38" E a distance of one hundred twenty-five and sixty-eight hundredths feet (125.68') to a point; thence
- S 38° 46' 43" E distance of two hundred eighty-three and ninety-seven hundredths feet (283.97') to a point, the last (6) courses by land now or formerly MassDOT; thence
- S 54° 02' 31" W a distance of eighty-five and no hundredths feet (85.00') to the point of beginning, by the northerly sideline of Causeway Street.

The above described parcel contains 33,022 square feet and is shown on a plan entitled "Subdivision Plan of Land" prepared by Vanasse Hangen Brustlin, Inc., at a scale of 1"=30', dated May 17, 2012.

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

1. Conditions and easements set forth in a certain MHD Deed and Easement dated April 15, 1993 and recorded with the Suffolk County Registry of Deeds at Book 18192, Page 156.
2. Terms and provisions of the MBTA Easement dated April 16, 1993 and recorded with said Deeds at Book 18193, Page 15.
3. Terms and provisions of the Order of Taking recorded with said Deeds at Book 21645, Page 153
4. Terms and provisions of the Order of Taking recorded with said Deeds at Book 8075, Page 1
5. Terms and provisions of the Easement Agreement dated as of the date hereof and recorded herewith.
6. City of Boston Sewer Easement Plan No. 1754

APPENDIX A-3
8 ½ by 11 Site Location Plans



bing

The Boston Garden Boston, Massachusetts

psilon

Image courtesy of Microsoft © 2011 Microsoft Corporation

Aerial Locus Map



The Boston Garden Boston, Massachusetts

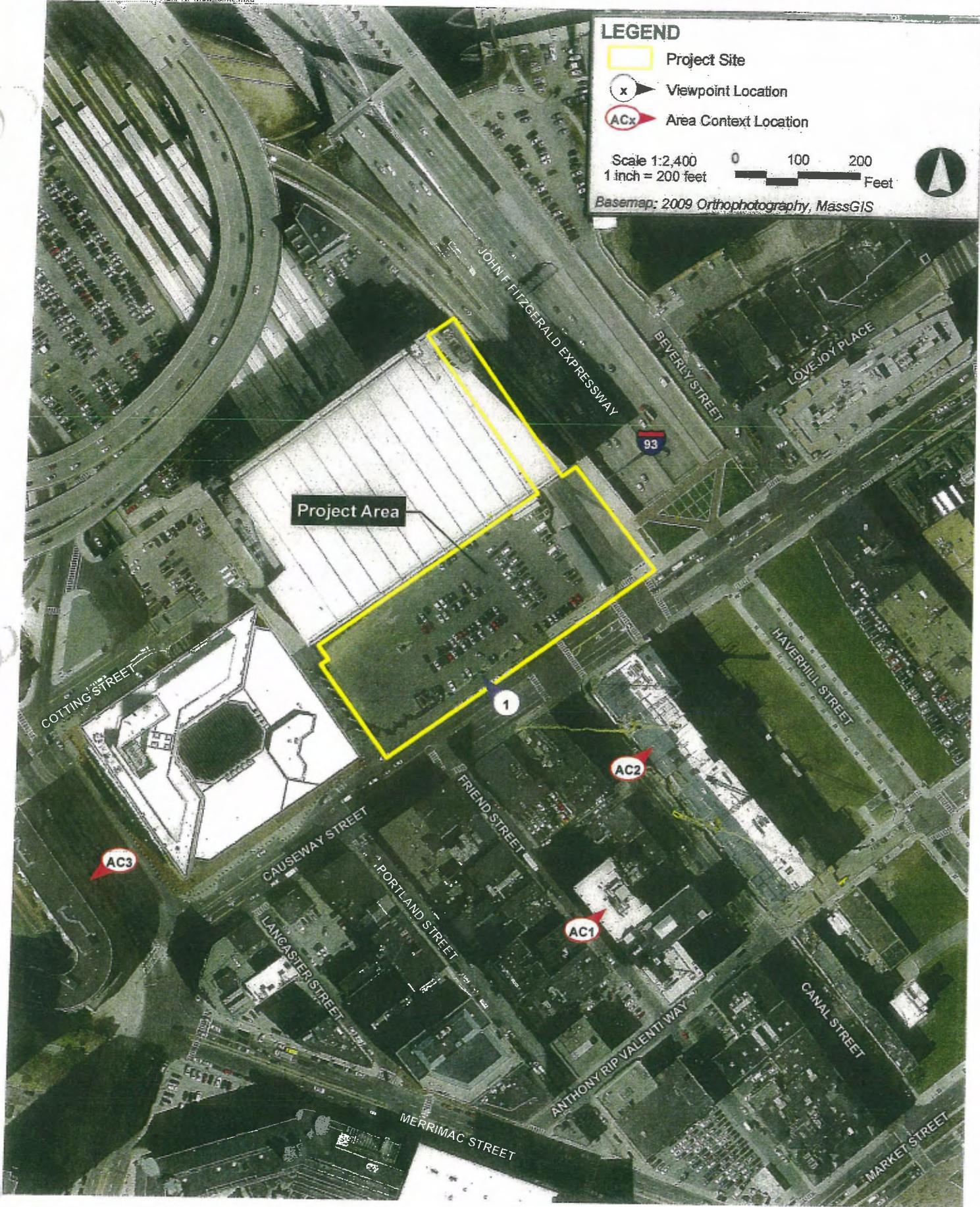
APPENDIX B-1
Photographs of Project Area

LEGEND

-  Project Site
-  Viewpoint Location
-  Area Context Location

Scale 1:2,400 0 100 200
 1 inch = 200 feet Feet

Basemap: 2009 Orthophotography, MassGIS



The Boston Garden Boston, Massachusetts

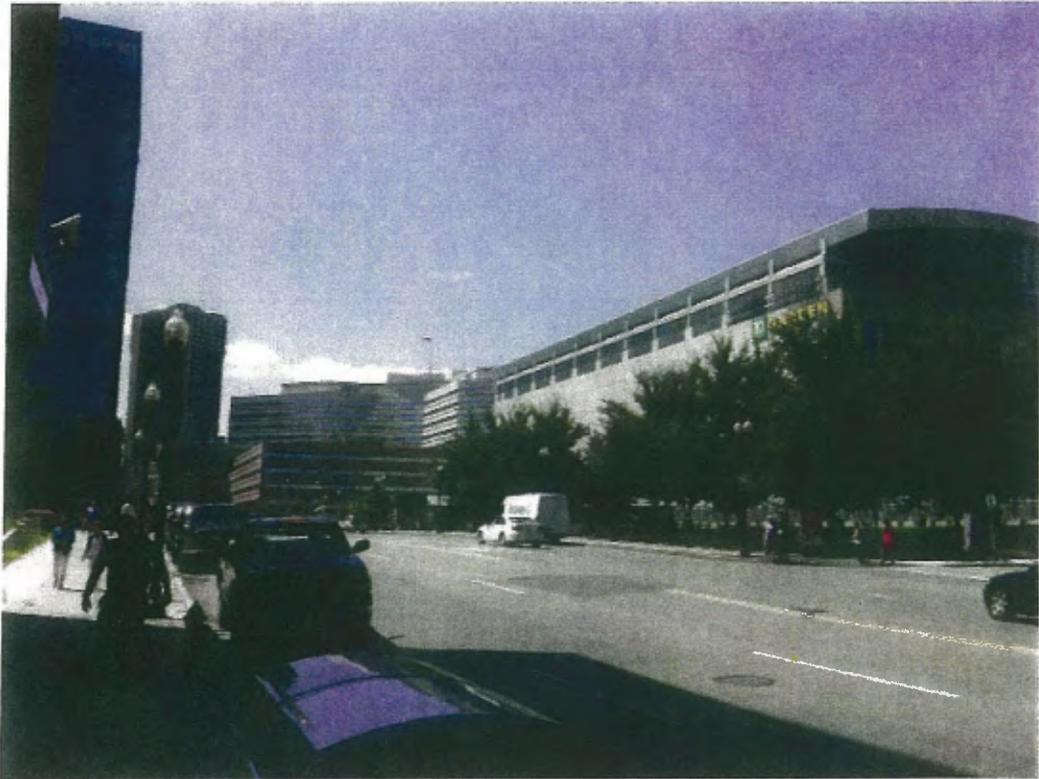




View toward Causeway Street on Canal Street



View from Canal Street & Causeway Street



View West on Causeway Street



View East on Causeway Street

APPENDIX B-2

Engineering Reports regarding Evidence of Blight, Substandard Conditions, Decadence

GZA
GeoEnvironmental, Inc.

*Engineers and
Scientists*

September 13, 2013
File No. 01.P000068.14/171419.3



249 Vanderbilt Avenue
Norwood
Massachusetts
02062
781-278-3700
FAX 781-278-5701
<http://www.gza.com>

Mr. Kevin Sheehan
Senior Project Manager Development
Boston Properties
800 Boylston Street, Suite 1900
Boston, Massachusetts 02199

Re: Geotechnical and Environmental Site Conditions
The Boston Garden
Boston, Massachusetts

Dear Mr. Sheehan:

GZA GeoEnvironmental, Inc. (GZA) is pleased to submit this letter report summarizing geotechnical and environmental conditions related to design and construction of the proposed redevelopment of the former Boston Garden site and expansion of the TD Garden. Specific recommendations for design and construction of the proposed building such as foundation systems, earth support systems, and handling and disposal of soil and groundwater will be provided under separate cover.

PROPOSED CONSTRUCTION

Our understanding of the proposed project is based on:

- Drawings prepared by Elkus Manfredi Architects and annotated by LeMessurier Consultants entitled "Level -1 North Station" with annotation "North Station Development – Design and Feasibility Study for Boston Properties – Preliminary Design Foundation Loads", annotation dated 12-10-12.
- A meeting at with Boston Properties attended by GZA in April 2013 and previous meetings and correspondence with you and LeMessurier in 2011.
- Correspondence with LeMessurier and a meeting at LeMessurier attended by GZA on March 21, 2013.
- Boring logs and other subsurface data obtained from GZA's previous design work associated with various TD Garden and MBTA Green Line projects (such as July 1988 Geotechnical Data Report Final Design Phase for NSTIP – Green Line Relocation; March 1991 Subsurface Information New Boston Garden; March 2001 New Boston Garden Development Parcel, and previous work on the proposed Nashua Street Development Parcel); as well as from adjacent projects, including the Central Artery/Tunnel (CA/T) Project, particularly Design Contract D015A.
- Construction records prepared by GZA during installation of the drilled shafts and slurry wall panels for the TD Garden Arena and underground parking facility.



- Preliminary structural drawings prepared by LeMessurier dated June 7, 2013, Sheet Nos. S-01 through S-09.

The proposed site occupies the footprint of the former Boston Garden building. The site is bounded to the north by TD Garden, which has 5 levels of underground parking, the underground MBTA Orange Line Subway to the east below Legends Way (formerly Accolon Way), and the General Services Administration (GSA) building to the west. Causeway Street is located on the south side of the site. The site is relatively flat and paved and is currently being used for TD Garden employee parking. We understand that portions of foundations, including underground vaults, from the former structure were left in place following demolition of the Boston Garden in 1998. Historical records also indicate an abandoned approximately 4-foot wide sewer line passing through the middle of the site in a north to south direction.

There is an approximately 54-foot-wide below-grade easement on the east side of the site, which is granted to the MBTA. The former elevated Green Line subway located above Causeway Street was rerouted underground within this easement tying into and passing through the existing tunnel that extends through the TD Garden below-grade parking garage.

HISTORICAL BACKGROUND

The area of the proposed development was tidal flats during colonial times and was known as Mill Cove. Between 1804 and 1835, this area was filled to Causeway Street. In approximately 1835, the area to the north of Causeway Street (The Boston Garden parcel) was filled. Union Station was then constructed on that site. Old plans and records dated 1875 indicate that trains came all the way into Causeway Street. This area was used as both a railroad freight and passenger terminal.

A portion of the train station (North Station) was developed into a sports arena (Boston Garden) in the 1920s. The Boston Garden was supported on cast-in-place concrete (Simplex) piles with a slab-on-grade. The Boston Garden remained on site until the late 1997-1998, when it was demolished following construction of the new sports arena, Fleet Center (now known as TD Garden), including the below-grade MBTA parking garage.

In the early 1970's, the Orange Line tunnel was constructed immediately adjacent to the east side of the Garden along Legends Way. In fact, the east end of the Garden was underpinned using jacked-in-place steel pipe piles prior to start of construction of the tunnel. The tunnel adjacent to The Boston Garden parcel is supported on 20-ton timber piles, 4-feet on-center. The bottom of the tunnel is approximately 40 feet below the existing grade of Legends Way. The sheeting installed for construction of the tunnel on either side of Legends Way was left in place. Sheeting typically extended at least 10 feet below the bottom of the tunnel.

In the 1990s, the existing TD Garden was constructed as an air-rights structure above the five-level below-grade MBTA parking garage. The garage construction included slurry walls used as temporary support as well as the walls of the permanent structure, and internal load bearing elements were installed to provide interior column support.

In the early 2000s, the elevated Green Line structure and surface stations were razed and a new below-grade station and platform was constructed along the east side of the footprint of the former Boston Garden. Excavation for the station and platform was completed using slurry walls and internal bracing.



At present, a new vehicular ramp is being constructed that extends from Causeway Street to the east side, first level of the parking garage on the east side of TD Garden.

SUBSURFACE CONDITIONS

The generalized subsurface conditions at the site, in descending order from ground surface based on available boring data, consist of miscellaneous fill, organic soils, glacial till and bedrock. Some of the borings encountered a silty sand/sand and gravel layer and/or silty clay layer above the glacial till. The fill is generally granular and contains varying amounts of sand, gravel, silt, cinders and fragments of brick, wood, shells, and miscellaneous building rubble, which are typical of fill conditions in Boston. Obstructions such as granite blocks, concrete and steel are also expected to be present as a result of random filling and from the previously existing Union Station. The foundations from the former Boston Garden structure still remain in place. The organic soils and silty clay are compressible and are susceptible to settlement due to groundwater drawdown. Bedrock is Cambridge Argillite, with localized intrusions of diabase and basalt. The Argillite is typically weathered and fractured at the top.

Groundwater

Groundwater levels at the site generally range between approximately 7 and 11 feet below existing ground surface. Fluctuations in the groundwater occur mainly due to rainfall, temperature, and other seasonal changes. Tidal fluctuations in the groundwater are not expected because the Charles River locks and dam maintain a fairly constant elevation of the river.

Based on measured piezometric levels in the glacial till and bedrock during construction of the TD Garden and MBTA garage, and the nearby Central Artery/Tunnel project, the piezometric levels in the glacial till and bedrock are typically depressed relative to groundwater levels in the fill.

GEOTECHNICAL DESIGN & CONSTRUCTION CONSIDERATIONS

This section presents geotechnical engineering issues related to design and construction of the New Development Parcel.

Foundation Support and Below-Grade Construction

An excavation support system is required to support the sides of the excavation and to limit ground movements that could impact adjacent structures, streets and utilities. To support the required excavation that is anticipated to extend up to 65 feet below existing grade, it is anticipated that a relatively rigid support system will be installed (i.e. concrete diaphragm walls constructed using slurry methods – slurry walls).

The slurry walls will be installed into the bedrock to provide adequate stability for earth support as well as to provide a groundwater cut-off. Groundwater levels in the fill and organic soils should be maintained during construction to limit settlement associated with consolidation of the organic and silty clay layers, and also to limit downdrag on timber piles that support some of the older structures near the site in the Bulfinch Triangle. Decay of the tops of timber piles is also a concern if the groundwater levels in the fill and organic soils are lowered such that the top of timber piles are exposed. It is anticipated that groundwater will be controlled during construction primarily by pumping from relief wells installed in the glacial till and bedrock. Upon completion of



construction, it is anticipated that the foundation for the permanent structure will be designed to resist hydrostatic uplift pressure.

It is anticipated that interior building columns will be supported on drilled shaft foundations. The sequence of construction will determine the timing of installation of the drilled shafts, but it is anticipated that the shafts will be installed immediately following installation of the slurry walls and prior to performing excavation to final subgrade.

Prior to installation of the slurry walls and drilled shaft foundations, pre-excavation will be required to remove the former pile caps from foundations that supported the former Boston Garden. The existing pile foundations can be removed as excavation progresses to final subgrade. New foundation elements will be located to avoid conflict with existing below-grade structures, including the Green Line tunnel, station and platform; TD Garden and MBTA garage and garage ramp; and the Orange Line tunnel.

It is anticipated that construction methods will be similar to that used to construct the TD Garden, which utilized a "top-down" construction technique. "Top-down" construction provides many benefits because it limits ground movements (settlement) and lowering of groundwater levels in areas surrounding the construction site. This method of construction allows the erection of the superstructure while simultaneously constructing the building substructure. This shortens the construction schedule, eliminates the need for tiebacks for wall support, and reduces noise and dust. "Top-down" involves construction of the slurry walls and drilled shaft foundations first, followed by installation of the ground floor slab. Erection of the superstructure can then begin simultaneously with excavation down for below-grade levels.

Construction Monitoring Program

Since excavation for the Project is located adjacent to existing structures and active utilities and streets, a geotechnical instrumentation and monitoring program will be required. The purpose of the program is to establish baseline data prior to construction and then during construction to monitor the performance of the excavation support system and evaluate the effects of construction on:

- Groundwater levels in the fill and organics and piezometric levels in the glacial till and bedrock,
- Adjacent buildings, and
- Streets, sidewalks, and utilities surrounding the excavation that must remain active during and following construction

There are a number of instruments and techniques available to monitor construction. A program will be selected based on site geology and proposed construction methods and sequencing. Instruments will be selected to monitor performance of the earth support system, ground movements, horizontal and vertical building movement, vibrations, water levels and pore pressures. Such instruments could include observation wells, piezometers, surface reference points, building reference points, vibration monitors, and inclinometers. The wells and piezometers will be installed outside the excavation to monitor groundwater levels adjacent to the excavation at adjacent structures. We will coordinate the locations of the wells and piezometers with the Boston Groundwater Trust, who already have several wells near the Project site. Inclinometers will be installed adjacent to the earth support system to monitor for lateral soil and wall movement. The instruments will be installed prior to excavation to establish baseline data and then read



periodically throughout construction to monitor geotechnical conditions during construction. A program of response actions will be developed to mitigate ground movements or lowering of groundwater levels that may adversely affect surrounding structures. Response values for the instruments will be developed and incorporated into the Project specifications so that the contractor can be prepared to implement remedial measures should the response values be reached. The Project will coordinate with MBTA, BWSC, Boston Groundwater Trust, area land and utility owners, and City of Boston in the implementation of the geotechnical monitoring program.

ENVIRONMENTAL CONSIDERATIONS

This section presents the results of GZA's review of available information relative to potential contamination at or near the former Boston Garden site.

Regulatory Review

Based on a review of the Massachusetts Department of Environmental Protection (MassDEP) Searchable Sites Database (updated through July 9, 2013), five releases of oil or hazardous materials have been reported at property listed as 150 Causeway Street and/or as the Boston Garden or TD Banknorth Garden, as summarized below.

MassDEP Release Tracking Number (RTN)	Site Address/ Name	Notification Date; Reporting Category	Current Status/ Status Date	Comments
3-10179	150 Causeway St./ Adj. to Boston Garden & MBTA Station	10/12/93; 2-hour	Class A-2 RAO, 6/30/00	Release of 60 gallons of No. 2 fuel oil
3-18960	Causeway St./ Old Boston Garden	11/10/99; 120-day	Class A-3 RAO, 6/10/05	PAHs in soil
3-19557	Causeway St./ Old Boston Garden Brown Fill	5/17/00; 120-day	RAO, 6/10/05	PAHs in soil; RTN 3-19557 linked to RTN 3-18960
3-26309	Causeway Street/TD Bank North Garden	10/18/06; 2-hour	Class A-1 RAO; 12/22/06	Release of 20 gallons of hydraulic oil
3-26308	150 Causeway St./North Sta. Track 7 Motor Oil Release	10/18/06; 2-hour	Class A-2 RAO, 2/16/07	Release of 100 gallons of motor oil from locomotive engine

Three of these Release Tracking Numbers (RTNs) are related to discrete releases of petroleum products. Class A-1 or Class A-2 Response Action Outcomes, indicating that a Permanent Solution has been achieved, have been issued for these three releases, and no Activity and Use Limitations (AULs), ongoing monitoring or treatment, or other follow-up activities are required.

RTNs 3-18960 and 3-19557 pertain to the detection of polynuclear aromatic hydrocarbons (PAHs) and metals in fill materials at the Site. PAHs, which are byproducts of the combustion of fuel, and metals are common constituents of historic urban fill. Reportable concentrations of oil and hazardous material were not detected in groundwater samples collected from the site. RTNs 3-18906 and 3-19557 were linked in accordance with the provisions of the Massachusetts Contingency Plan (MCP), and a single Class A-3 RAO was issued for them on June 10, 2005. The



Class A-3 RAO is dependent on the implementation of an AUL, a deed notice prohibiting certain activities on the site (e.g., residential use, the growing of food crops).

The MCP specifies that post-RAO soil management activities at a site with an AUL must be carried out as a Release Abatement Measure. One post-RAO RAM has already been completed at this site: landscaping improvements made in late 2009 involved the management of site soils. Excavation activities carried out in conjunction with the construction of a building foundation at this site will also require the filing of a RAM Plan, a RAM Completion Report, and, if necessary, RAM status reports. A Health and Safety Plan and a Soil Management Plan will be prepared as part of the RAM Plan.

Whether an AUL will still be necessary following building foundation construction will depend on the extent of excavation. If PAH- contaminated historic fill is left on the site within 15 feet of the ground surface – either outside the footprint of the building or beneath the building slab – then the AUL will need to be maintained. If, on the other hand, all contaminated fill within 15 feet of the ground surface is removed during construction, then the AUL could be removed.

Soil and Groundwater Sampling and Testing

Prior to construction, a subsurface boring program will need to be performed to install groundwater observation wells and obtain soil samples. Groundwater sampling and laboratory testing will be required to obtain a temporary groundwater discharge permit during construction. Soil samples will be required to evaluate off-site disposal options relative to excavated soil during construction. Typically, Massachusetts landfills require one composite sample be collected for every 500 cy. Within the recent year, most of the landfills in Massachusetts were not accepting soil due to volume restrictions. Therefore, additional samples may be required because out-of-state landfills typically require one composite sample be collected for every 250 tons.

ANTICIPATED CHALLENGES TO CONSTRUCTION ASSOCIATED WITH EXISTING GEOTECHNICAL AND ENVIRONMENTAL ISSUES

As noted above, the site is located in an urbanized area of Boston that was developed before the 1900s. Formerly a marsh, the site was filled and used primarily for railroad operations until being developed by the former Boston Garden sports arena, which was demolished in the 1990s. As identified above, the previous use of this site pose geotechnical, structural, and environmental challenges for the currently proposed development. These challenges can be resolved through the design and construction process, but may incur a premium cost to the owner. Examples of these challenges:

Obstructions

- Pre-excavation to remove obstructions (i.e. existing building foundations) will be required in advance of earth support wall and foundation systems.
- There may be possible (minor) schedule delays incurred during construction due to extra time needed to remove obstructions that extend below the depth of pre-excavation and to remove boulders encountered in the glacial till.



Groundwater Control

- Groundwater discharge permits will need to be obtained and frequent sampling and testing of the discharge will be required to evaluate permit compliance. Premium costs associated with permit compliance will be the installation and maintenance of a groundwater treatment and filtering system during construction.

Soil Disposal

- A pre-characterization soil sampling and testing program will need to be performed prior to construction to evaluate disposal options during construction. Soil borings will be performed to obtain the soil samples, including installation of groundwater observation wells (to obtain water samples for testing associated with submitting a request for a groundwater discharge permit). Ideally, soil excavated for the development can be disposed of at Massachusetts landfills; however, it may be possible that some quantity of soil may need to be disposed of out-of-state either due to volume restrictions at Massachusetts landfills or due to levels of contaminants that exceed in-state disposal facility limits.
- If contaminants are detected in the soil during the pre-characterization program that preclude soil from certain areas of the site from being disposed in-state, the owner will need to engage environmental personnel during excavation to screen soil and allow for appropriate segregation for disposal at an appropriate off-site facility.

Protection of Existing Adjacent Structures

- Structural design will need to incorporate appropriate framing to span above the below-grade MBTA Green Line and Orange Line subway structures, as well as between the Orange Line subway and new ramp and between the new ramp and east property line. Special framing and special procedures are anticipated to install foundations at these locations.
- The owner will need to implement a geotechnical instrumentation monitoring program during construction to protect the MBTA structures, the existing TD Garden, the GSA building, adjacent streets and utilities, and nearby historic building structures supported on foundations that are sensitive to groundwater lowering and ground movement.

CLOSING

We trust that the geotechnical and environmental information presented herein is sufficient for your current needs. We look forward to providing further recommendations related to structural design of the foundation system and environmental guidance as the design evolves.

Very truly yours,
GZA GEOENVIRONMENTAL, INC.

Terese M. Kwiatkowski

Terese M. Kwiatkowski, P.E.
Principal

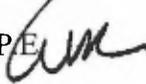
Cc: Sara Hanna, Robert Palermo, Lawrence Feldman

LeMessurier Consultants

1380 Soldiers Field Road
Tel: (617)868-1200

Boston, MA 02135
Fax: (617)661-7520

TO: Mr. Chris Maher
Boston Garden Development Corporation

FROM: William D. Lovallo, PE 

DATE: 20 September 2013

SUBJECT: The Boston Garden Development
Boston, Massachusetts
LeM File No. 33043

REFERENCE: Site Construction Encumbrances

At your request LeMessurier Consultants prepared the following list of the site development encumbrances that we are encountering as we assist you in the design of the Subject Project.

1. Original Boston Garden building foundations in ground including pile capes and piles extending approximately 40 feet below grade must be removed prior to placing new foundations in the ground
2. Obstructions to excavation such as old granite sea wall sections are buried below grade must be removed prior to placing new foundations in the ground
3. Site traversed by active Green Line and Orange Line subway tunnels limits types of foundation systems that can be used
4. Ground water encountered approximately 8 to 10 feet below grade must be managed during construction
5. Excavation of soils at south side of TD Garden for below grade levels will require that garage walls below TD Garden be temporarily braced for building stability
6. Excavation of soils at west side of Green Line subway tunnel for below grade levels will require that west tunnel wall be temporarily braced for tunnel stability
7. Development to be constructed over existing MBTA head house, active service roadway and TD Garden garage ramp will require staged design and construction
8. Locations for installation of new foundation elements is limited and in some places restricted due to below-grade structures including Orange Line and Green Line subway tunnels, MBTA head house, and TD Garden garage ramp

LeMessurier Consultants

Ms. Chris Maher
20 September 2013

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9. Poor ground soil conditions require that deep foundation systems be utilized to support building loads
10. High ground water elevation requires use of deep perimeter foundation wall system keyed into bedrock to create dry below-grade space
11. Poor soil conditions under and adjacent to building amplifies seismic effects on building requiring higher than regional average seismic design forces to be resisted by building structure.
12. Urban soil contamination conditions require regulatory disposal procedures when excavation spoils are transported off site

APPENDIX C

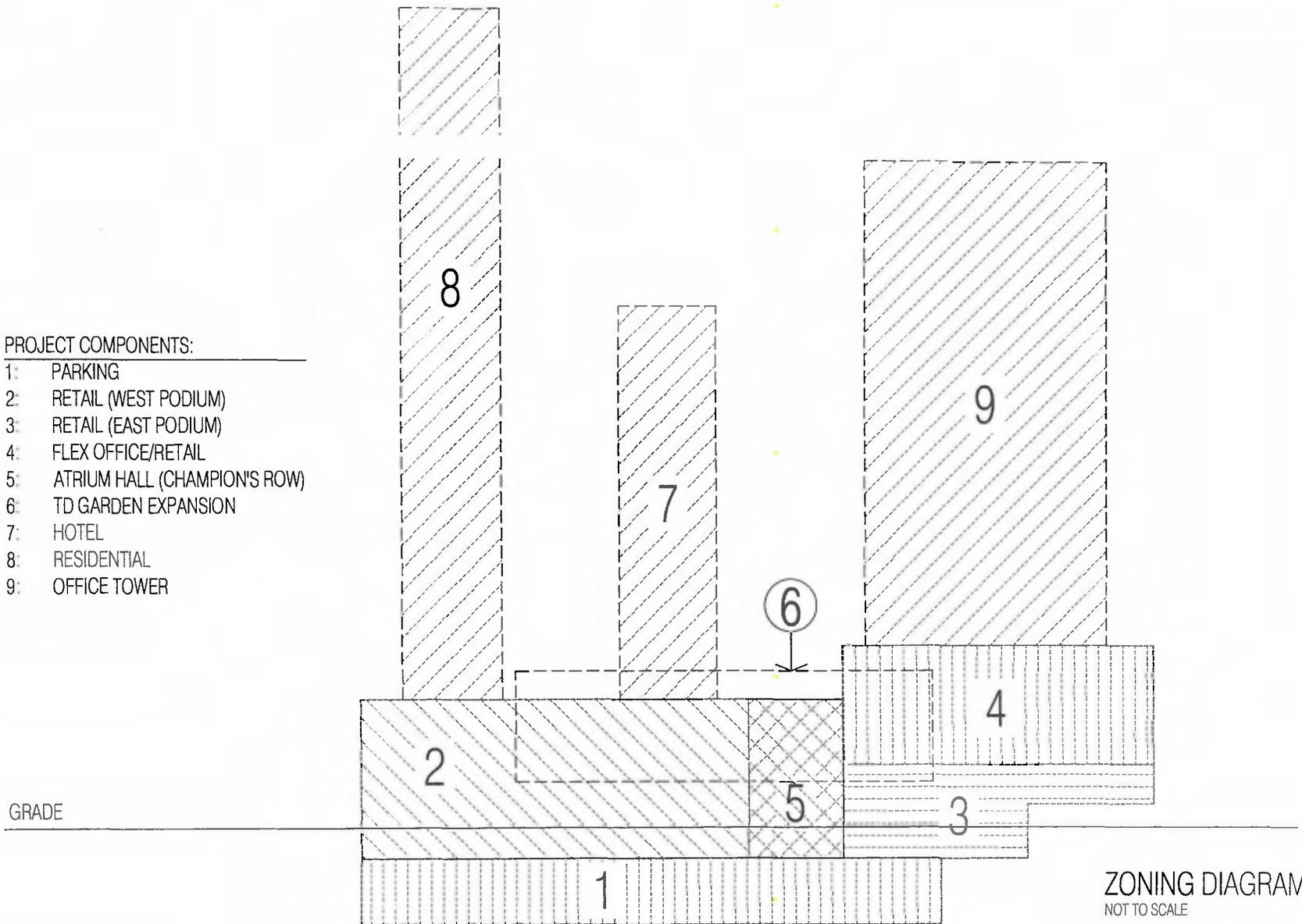
Ward/Parcel No.	Location	Owner	Care of/Mailing Address
0301911010	Causeway St	Massachusetts Bay Transportation Authority	Causeway St Boston, MA 02114
0301918000	80 -120 Fleet Center	Boston Garden-Arena Corp	c/o Boston Garden Finance Dept 100 Legends Way Boston, MA 02114
0301919000	Causeway St	Boston Redevelopment Authority	Causeway St Boston, MA 02114
0301920000	10 Causeway	United States Of America	Causeway St Boston, MA 02114
0301925000	121 Nashua St	Garden Parking Corporation	Garden Parking Corporation 100 Legends Way Boston, MA 02114
0301925100	100 Legends Way	Garden Corporation	c/o Garden Corp Finance Dept 100 Legends Way Boston, MA 02114
0301911000	Fleet Center 150 Causeway	Commonwealth of Mass	122 Beverly Street Boston, MA 02114
0301913000	Causeway St	Mass Bay Transportation Authority	Accolon Way Boston, MA 02114
0301669000	41 Lancaster St	Causeway Group LLC	10 Mead St #3 Allston, MA 02134
0301670000	69 Causeway St	Causeway Group LLC	10 Mead St #3 Allston, MA 02134
0301671000	73 Causeway St	Lancaster Parking LLC Simon B. Gottlieb	76 Seattle St Allston, MA 02134
0301672000	81 Causeway St	Two Hundred Portland St LLC	65 Franklin St Boston, MA 02110
0301651000	203 Portland St	Two-05 Portland Street LLC	93 Union St, Suite 315 Newton, MA 02459

0301652000	101 Causeway St	Gemini 280 Friend St MT LLC	200 Park Ave South, Suite 1305 Manhattan, NY 10003
0301598000	261 Friend Street	Pasquale Family Limited Partnership	23 Clark St Boston, MA 02019
0301599000	123 Causeway St	McDonald's Corp	P. O. Box 182571 Columbus, Ohio 43218
0301600000	125 Causeway St	KT Canal LLC	222 Third Street Cambridge, MA 02142
0301570000	89 Canal St	Mass Bay Transportation Authority	155 Federal Street, #700 Boston, MA 02110
0301536000	95 Haverhill St	191 II Simpson Bulfinch LLC Mass Turnpike Authority (fee owner)	8110 East Union Ave, Suite 20 Denver, CO 80237
0301523001	Anthony R. Valenti Way	City of Boston	Taverse Boston, MA 02114

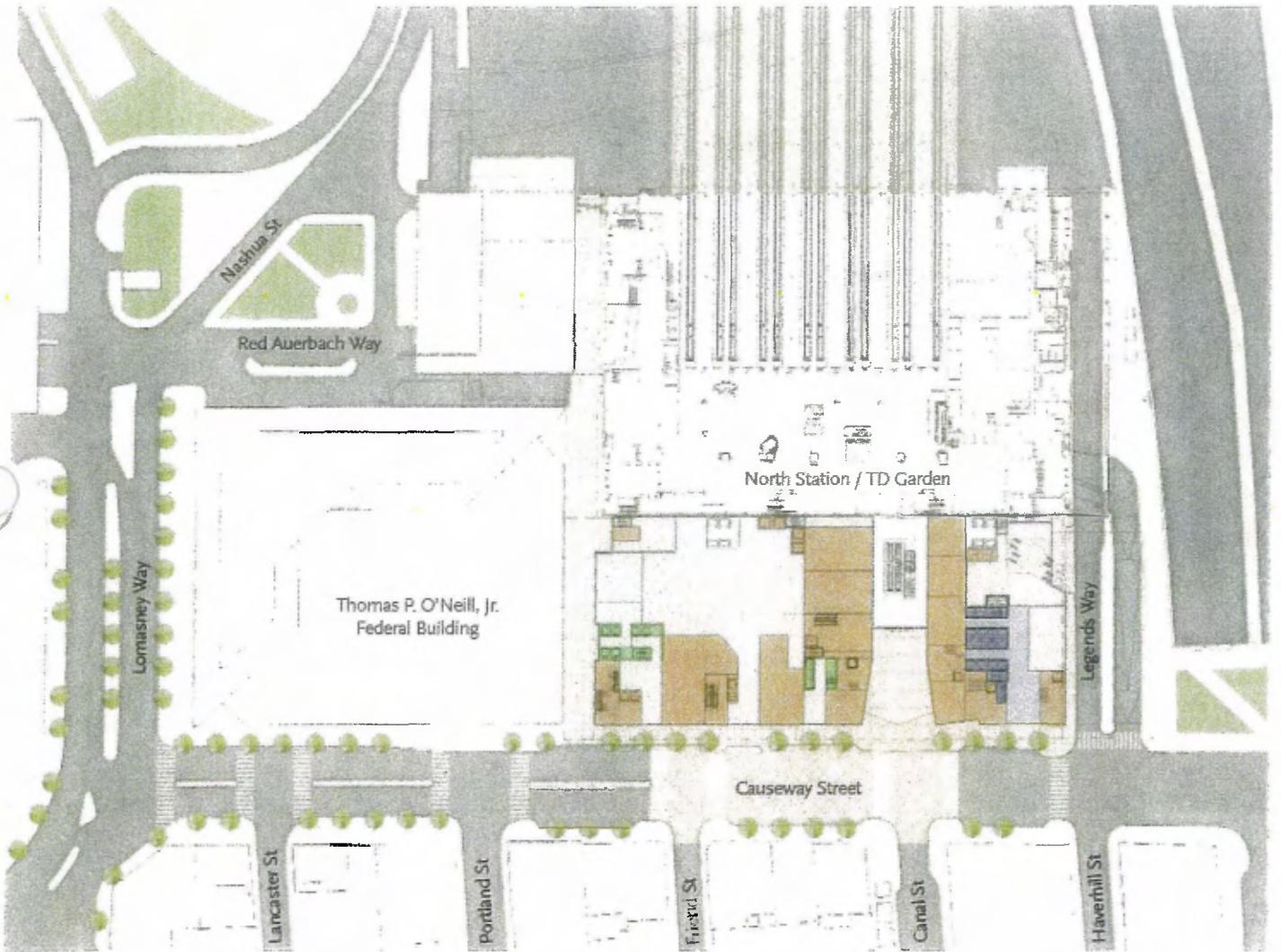
APPENDIX D
Site Plans and Architectural Materials

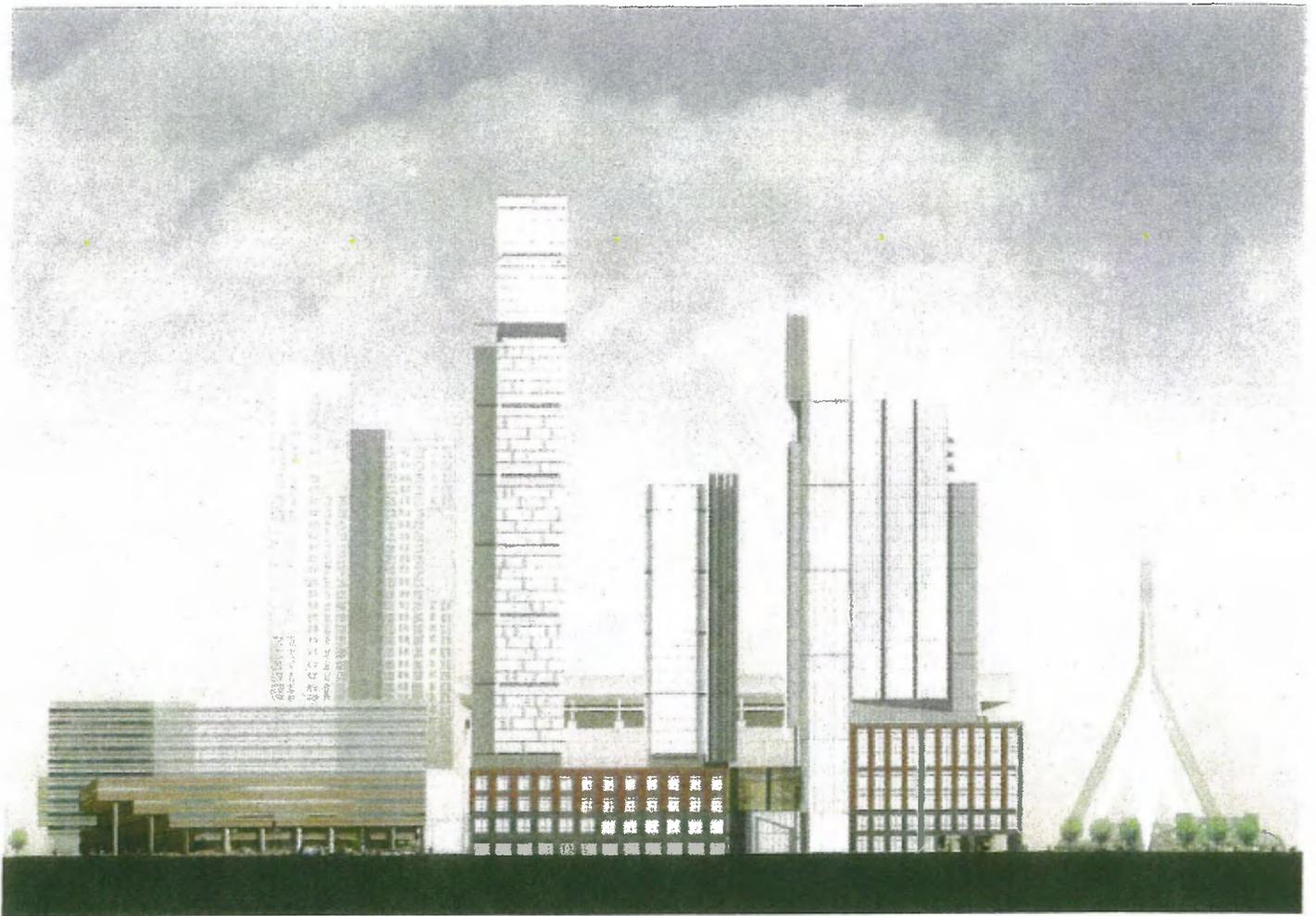
PROJECT COMPONENTS:

- 1: PARKING
- 2: RETAIL (WEST PODIUM)
- 3: RETAIL (EAST PODIUM)
- 4: FLEX OFFICE/RETAIL
- 5: ATRIUM HALL (CHAMPION'S ROW)
- 6: TD GARDEN EXPANSION
- 7: HOTEL
- 8: RESIDENTIAL
- 9: OFFICE TOWER



ZONING DIAGRAM
NOT TO SCALE

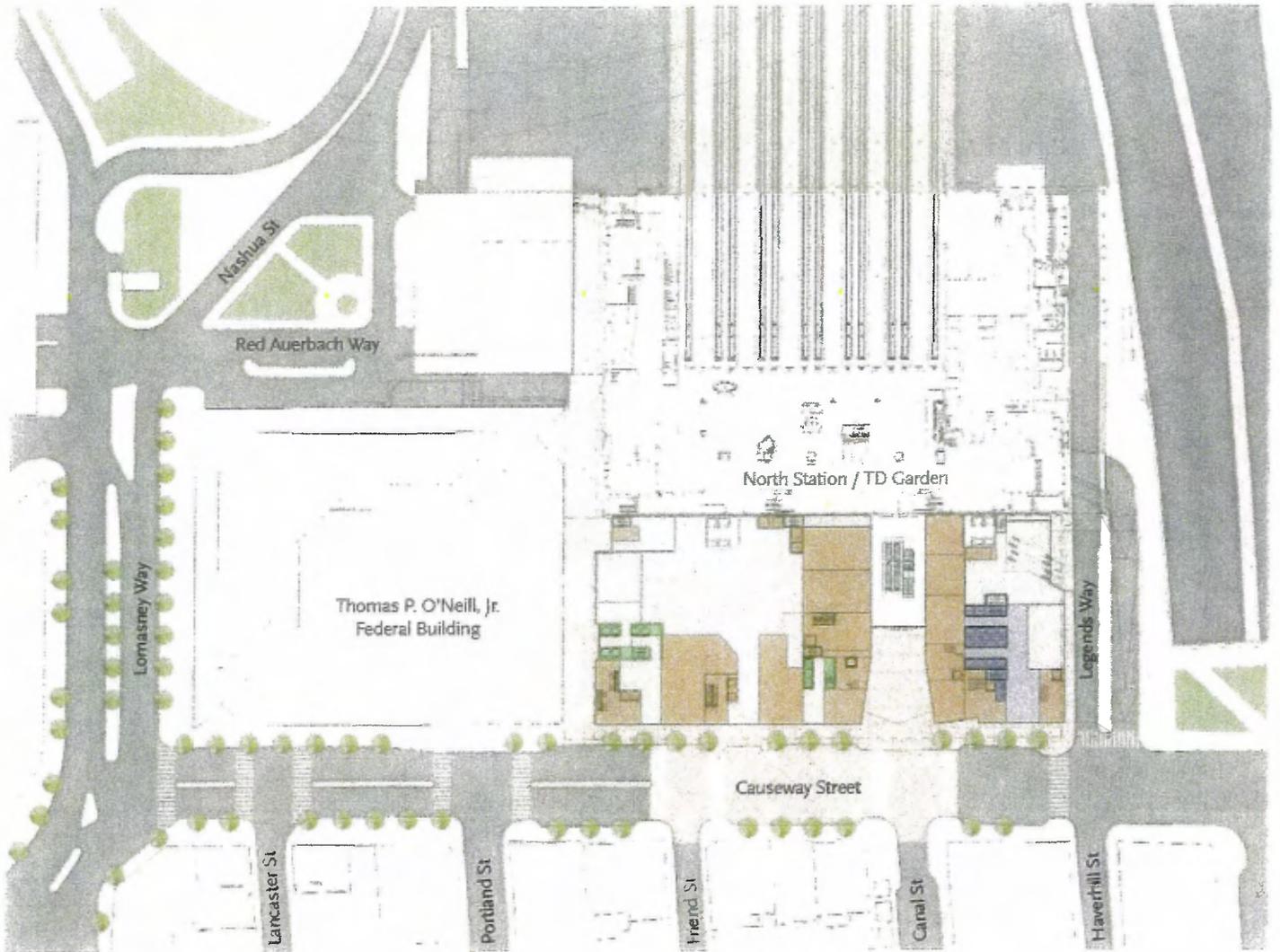




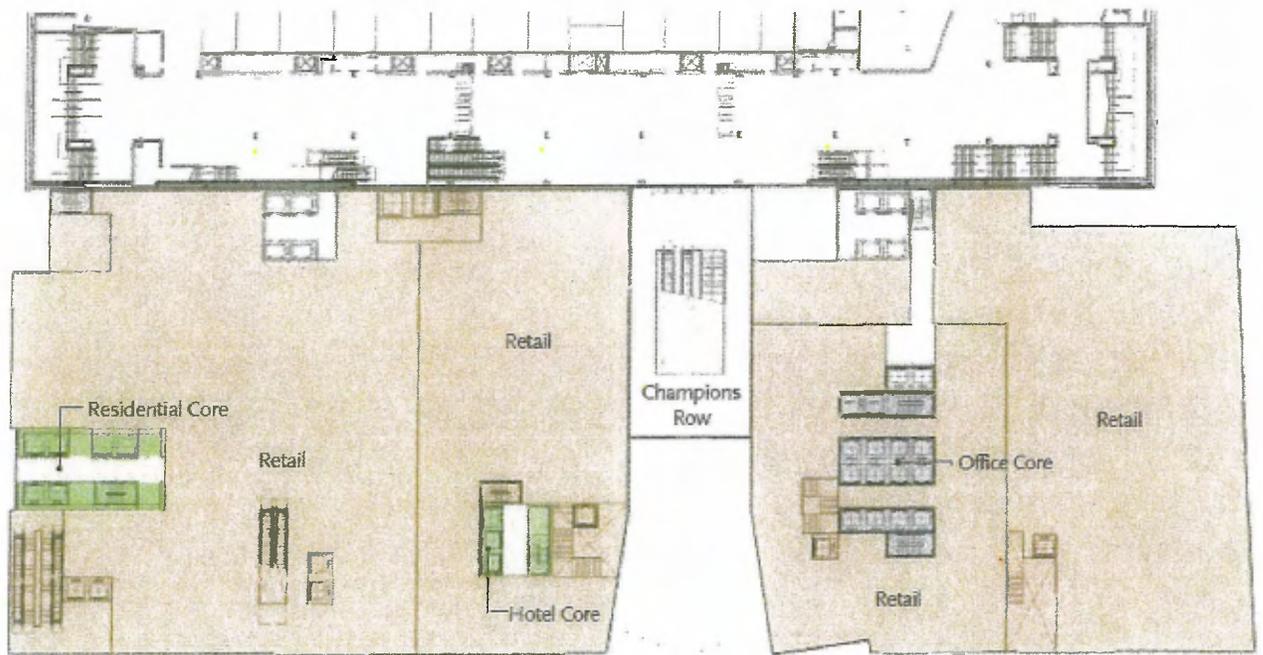


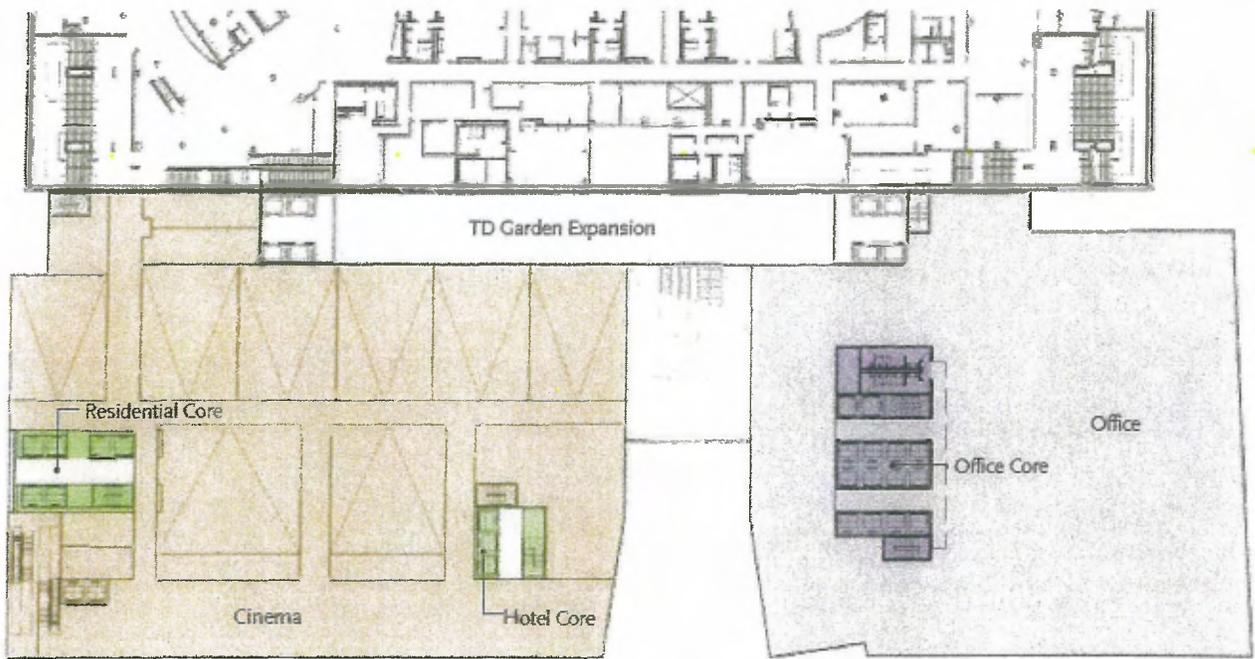


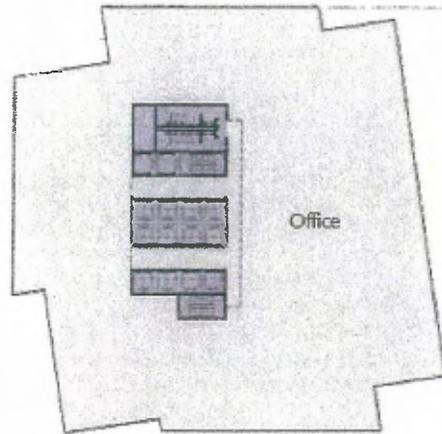
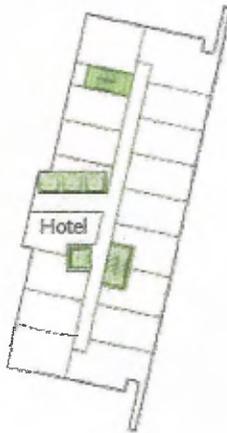
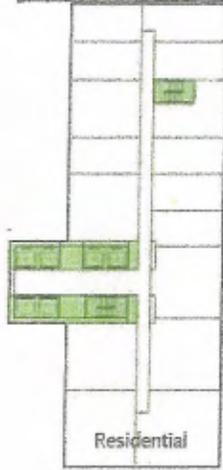
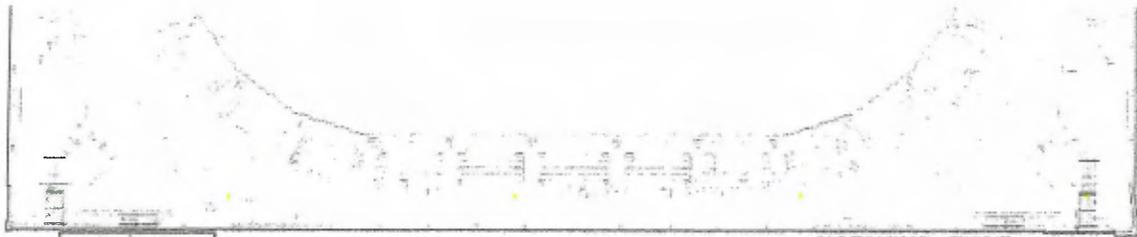


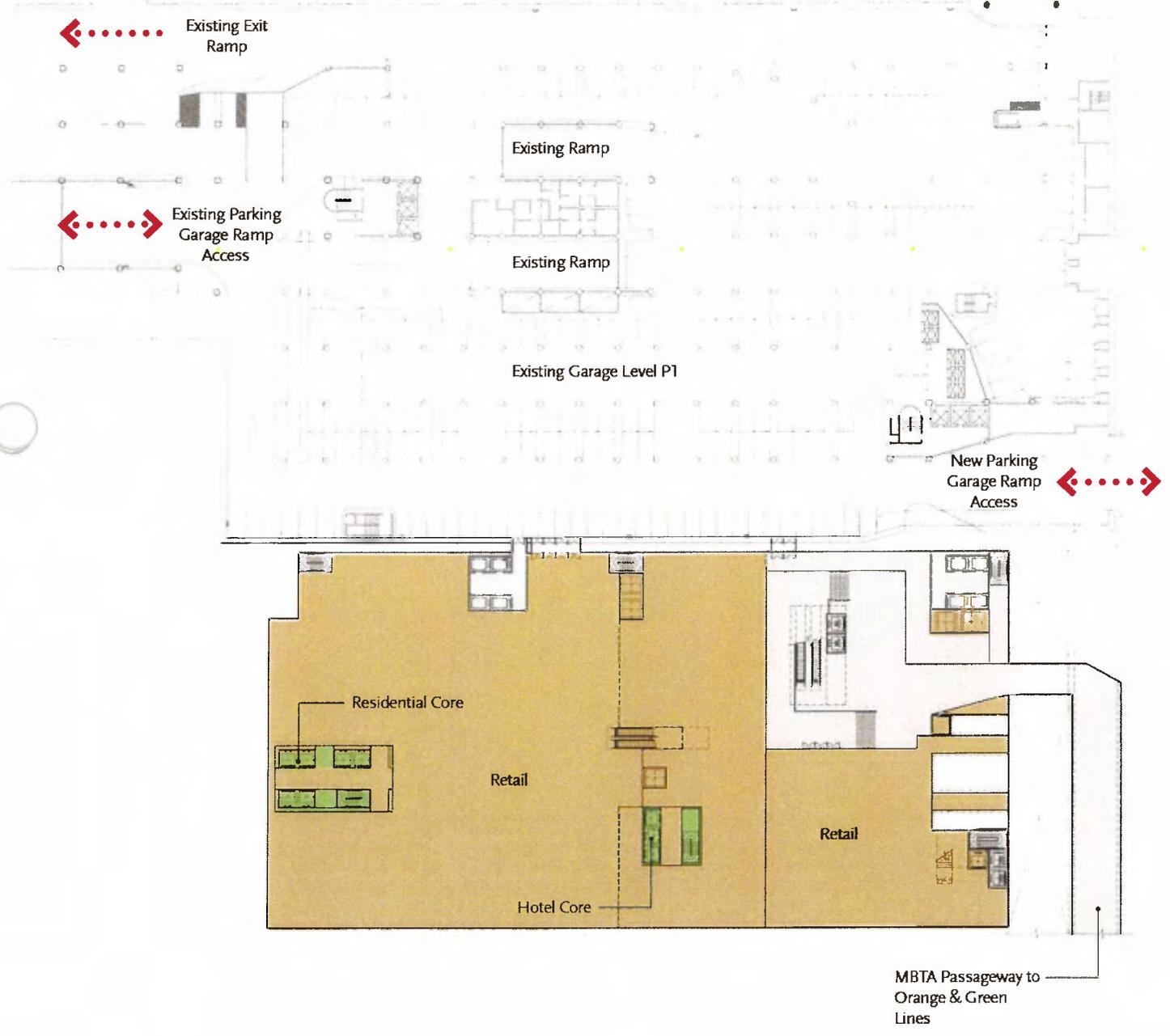




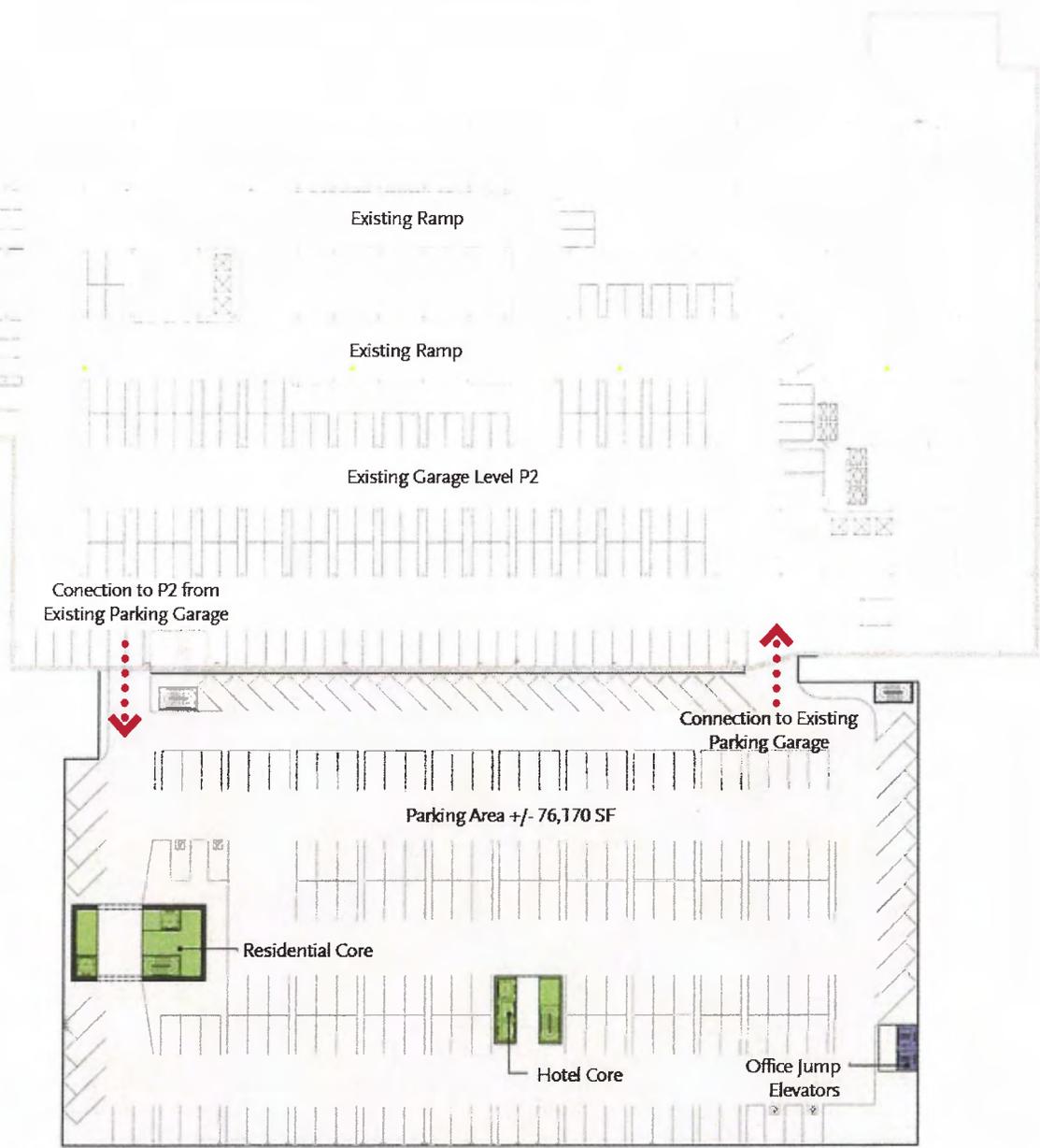








 Vehicular Access To/ From Parking Garage



Parking Summary

Level	Area	Spaces
P2	76,170 sf	200
P3	76,170 sf	200
P4	76,170 sf	200
P5	76,170 sf	200
Total	304,680 sf	800

 Vehicular Access To/
From Parking Garage



 Vehicular Access To/
From Parking Garage



 Vehicular Access To/
From Parking Garage

Existing Ramp

Existing Ramp

Existing Garage Level P5

Connection to P5 from
Existing Parking Garage



Connection to Existing
Parking Garage



Parking Area +/- 76,170

Hotel Core

Office Jump
Elevators

 Vehicular Access To/
From Parking Garage

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To be Determined.

DIVISION 2: EXISTING CONDITIONS**SECTION 01 11 00: SUMMARY OF WORK****SCOPE**

- A. Project Identification: Boston Garden Project
Boston, Massachusetts
- B. Project Summary: The proposed project is a mixed-use development and consists of the following components:
1. A four-level below-grade parking facility for 800 motor vehicles (the "Garage Expansion"), which will be integrated with the existing garage under North Station and TD Garden (the "Boston Garden Garage"). The Boston Garden Garage is leased to Boston Garden Development Corp. pursuant to a long term lease, and the two parking facilities will operate as a unified garage. A ramp connecting Causeway Street to the Boston Garden Garage is currently under construction, and access to and egress from the Garage Expansion will be via the two entrances and exits to and from the Boston Garden Garage.
 2. A retail podium, containing approximately 235,000 square feet, containing five levels, beginning at the basement level directly above the top floor of the Garage Expansion, extending up to the fourth floor (the "Retail Podium").
 3. A hotel containing approximately 200,000 square feet (306± rooms)
 4. A residential tower, containing approximately 560,000 square feet (497± units).
 5. An office tower containing approximately 810,000 square feet.
 6. A public concourse/passageway from Causeway Street to North Station containing approximately 25,000 square feet.
 7. A 40,000 square foot expansion of the TD Garden.
 8. The major building systems are as follows:

Architectural: Masonry veneer cavity wall system with metal stud back-up at podium; single ply roofing on flat sections of roof; Custom aluminum curtain wall and storefront glazing at retail; fixed and operable aluminum windows in masonry openings.

Structural: Steel columns, beams, and joists. Concrete slab-on-grade, concrete on metal form deck for intermediate levels, and metal roof deck.

Plumbing: Sanitary drains; domestic water supply; domestic water heating; and plumbing fixtures with trim.

Fire Protection: Automatic sprinkler system for entire building.

HVAC:

Electrical: Building electrical service, building lighting systems (interior and exterior); site lighting; telephone service; fire alarm service.

SECTION 01 15 00: SPECIAL REQUIREMENTS

SCOPE

A. Includes but may not be limited to the following items of work:

- Permits, inspection and testing
- Pre-construction conference
- Project Meetings
- Protection of property and the public
- Occupancy prior to acceptance
- Conduct of the Work
- Occupational health and safety

SECTION 01 25 00: SUBSTITUTIONS AND PRODUCT OPTIONS

SCOPE

- A. Includes, but may not be limited to requirements for proposing and evaluating substitutions.
- B. If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, he shall inform the architect in writing of the nature of such deviations at the time the material is submitted for approval.
- C. Submit requests for Substitutions on Architect's "Request for Substitution Form" within 30 days of Contract Award. Submit three copies, fully identified for product or process being replaced by substitution, including related specification section and drawing numbers, and fully documented to comply with the following requirements:

Include product data/drawings, description of methods, samples where applicable,

Contractor's detailed comparison of significant qualities between specified time and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information on proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal to or better than work indicated.

- D. The Contract Documents are intended to produce a Project of consistent character and quality of design. All components of the Project, including visible items of mechanical and electrical equipment, have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect shall judge the design and appearance of the proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits.
- E. Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or architect.

SECTION 01 31 13: COORDINATION

SCOPE

- A. Includes, but may not be limited to the following requirements:

Measurements.

Cutting and patching.

Mechanical and Electrical Coordination Drawings.

Equipment furnished and installed by Owner.

Equipment furnished by Owner, installed by Contractor.

SECTION 01 32 00: PROGRESS SCHEDULE

SCOPE

- A. Includes, but may not be limited to the procedures and requirements for submission and review of Progress Schedules
- B. Within two (2) weeks after execution of the Contract, the Contractor shall submit to the Owner through the Architect a progress Schedule in the form of a Critical Path Diagram designed to indicate the rate of progress and the necessary dates of all significant events which will ensure Substantial Completion of the Work within the time specified.
- C. The CPM Schedule shall be established by the Contractor in collaboration with qualified programmers skilled and experienced in construction programming of this type. The CPM schedule shall be presented in a form acceptable to the Architect using Primavera or MS Project software. The Schedule shall be brought up to date not less often than

once each month. All work in establishing and maintaining the CPM Schedule shall be paid for by the General Contractor and is included in the Contract Sum.

SECTION 01 33 00: SUBMITTALS

SCOPE

- A. Includes, but may not be limited to requirements for submission and review of Shop Drawings, product data, samples and manufacturer's certificates.
- B. Type and Number of Submittals:
 - 1. Prepare submission schedule within two weeks of execution of Contract.
 - 2. Drawings and schedules: Reproducible and two copies.
 - 3. Samples: Two, plus additional if specified.
 - 4. Product Data: Four copies.
 - 5. Warranties: Four copies.
 - 6. Project Photographs: (5) 5.0 mega pixel digital files each month, and at project closeout.

SECTION 01 33 29: SUSTAINABLE DESIGN (LEED) SUBMITTALS

- A. This Section specifies administrative and procedural requirements intended to achieve a Silver Rating, measured and documented according to the LEED Green Building Rating System of the US Green Building Council.
- B. LEED Certification Plan: Submit to Architect a written plan for achieving the specified LEED Credit Certification requirements within 14 calendar days of Notice to Proceed. Plan shall include:
 - 1. LEED Letter Template as appropriate to submittal content with projected values input.
 - 2. Written narrative describing proposed procedures to be implemented.
- C. LEED Submittal Requirements: Submit LEED Certification items listed in the Submittal article of each specification Section. LEED Submittals include, but are not limited to the following:
 - 1. Submit a completed MATERIALS CREDITS DOCUMENTATION SHEET. Information to be supplied for this form includes:

- a. Cost breakdowns for the materials for each trade on the MATERIALS CREDITS DOCUMENTATION SHEET.
 - b. The amount of recycled content in the supplied products, with percentages broken down to indicated post-consumer and post-industrial percentages.
 - c. The manufacturing location for the supplied products.
 - d. The location (source) of the raw materials used to manufacture the supplied products.
 - e. Document the amount of "FSC Certified" wood products used. Provide chain-of-custody documentation, per Forest Stewardship Council criteria.
2. Submit letters of certification, provided from the product manufacturer on the manufacturer's letterhead, to verify the product information supplied for the MATERIALS CREDITS DOCUMENTATION SHEET.
 3. Submit product Cut Sheets for all materials that meet the LEED Building Performance criteria identified in each specification Section.
 4. Submit certification required for Construction Waste Management, Construction IAQ Management, and Construction Pollution Controls.
 5. Submit Material Safety Data Sheets for all applicable products, only when specifically requested.

SECTION 01 35 00: SPECIAL PROJECT PROCEDURES

SCOPE

Special Project Procedures includes phasing requirements.

SECTION 01 35 50: CONSTRUCTION WASTE MANAGEMENT

SCOPE

- A. Salvage/Recycle Requirements: Owner's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible including the following materials:
 1. Demolition Waste:
 - a. Asphaltic concrete paving.
 - b. Concrete and concrete reinforcing steel.
 - c. Brick and concrete masonry units.
 - d. Wood studs, wood joists, plywood, oriented strand board, paneling and trim.
 - e. Casework and cabinetry.

- f. Structural steel, miscellaneous steel and rough hardware.
 - g. Roofing.
 - h. Insulation.
 - i. Doors, door frames and door hardware.
 - j. Windows and glazing.
 - k. Metal studs.
 - l. Gypsum board (new unpainted scrap).
 - m. Acoustical tile and panels.
 - n. Carpet and carpet pad.
 - o. Demountable partitions.
 - p. Equipment.
 - q. Plumbing fixtures, piping, supports, hangers, valves and sprinklers.
 - r. Mechanical equipment and refrigerants.
 - s. Electrical conduit, copper wiring, lighting fixtures, lamps, and ballasts.
 - t. Electrical devices, switchgear, panelboards and transformers.
2. Construction Waste:
- a. Site-clearing waste.
 - b. Concrete and concrete reinforcing steel.
 - c. Masonry and CMU.
 - d. Lumber, wood sheet materials and wood trim.
 - e. Metals.
 - f. Roofing.
 - g. Insulation.
 - h. Carpet and pad.
 - i. Gypsum board.
 - j. Piping.
 - k. Wire and cable
 - l. Electrical conduit.
 - m. Packaging: 100 percent of the following uncontaminated packaging materials: Paper, cardboard, boxes, plastic sheet and film, polystyrene packaging, wood crates, plastic pails.

SECTION 01 43 10: MATERIALS AND EQUIPMENT

SCOPE

- A. Includes, but may not be limited to administrative and procedural requirements including the following:
- 1. Material and equipment incorporated into the Work.
 - 2. Product standards.
 - 3. Transportation and handling.
 - 4. Storage and protection.
 - 5. Manufacturer's installation requirements.
 - 6. Identifying markings.

SECTION 01 50 00: TEMPORARY FACILITIES AND CONTROLS

SCOPE

- A. Includes, but may not be limited to the following:

Temporary utilities and services.
Staging, scaffolding and protection.
Temporary fire protection.
Field office.
Project sign.

SECTION 01 57 15: RODENT CONTROL

SCOPE

- A. Provide suitable rodent control on the construction site during all construction activities. Rodent control shall include, but not be limited to, elimination of potential rodent habitats, provision of sufficient, acceptable trash receptacles to control food supply, frequent and scheduled trash removal, keeping the construction site free of trash and garbage on a daily basis, and reduction of available sources of water.

SECTION 01 77 00: CONTRACT CLOSEOUT

SCOPE

- A. Includes, but may not be limited to the following requirements:

Establishment of Substantial Completion and punch list.
Certification of Final Completion.
Final cleaning.
Record documents.
Systems demonstration.
Submission of warranties and bonds.

SECTION 01 81 13: SUSTAINABLE DESIGN REQUIREMENTS

SCOPE

- A. The proposed project, as described in the Contract Documents, is designed to be a sustainable or "Green" building.
- B. Sustainable Design Intent: Comply with project requirements intended to achieve a Silver Rating, measured and documented according to the LEED Green Building Rating System, of the US Green Building Council (USGBC).

1. Comply with LEED Green Building Rating System Version 2.2 for a certified rating.
 2. Refer to LEED checklist/Scorecard attached at the end of this Specification.
- C. Contractor is responsible for completion and transmittal of documents required for LEED Certification according to the USGBC requirements, except as follows:
1. Owner will pay application fee and costs of interpretations by USGBC.
 2. Owner will register project with the USGBC.
- D. Additional requirement information is available from:
- US Green Building Council (USGBC)
1015 18th Street, NW, Suite 805
Washington, DC 20036
www.usgbc.org
- E. Environmental Goals for the Project: The following goals are general in nature; refer to specific specification sections for more detailed requirements. Notify Owner and Architect if conflicts arise between performance of the work and environmental goals.
1. Use resources efficiently:

Reuse existing materials.
Use construction practices that achieve the most efficient use of resources and materials.
Recycle or reuse job-site waste.
 2. Avoid scarce, irreplaceable, or endangered resources:

Select materials from abundant, well-managed resources.
Select materials that are replaceable, renewable, or can be replenished.
Select materials that minimize damage to natural habitats.
 3. Use durable materials:

Select materials with the longest usable life.
Select materials that can be reused.
Select materials with the least burdensome maintenance requirements.
 4. Create spaces that are healthy for occupants:

Select low-toxic products and materials.
Select materials without toxic maintenance requirements.
Specify mechanical equipment that will provide fresh air and will not trap water or pollutants.
 5. Use energy efficiently:

Select materials with low embodied energy.
Select materials that save energy during building operations.
Select products and equipment that save energy during building operations.

6. Use Water efficiently:

Use construction practices that achieve the most efficient use of water.
Select water conserving appliances and equipment.
Landscape for water conservation.
Capture and utilize rainwater.

7. Select materials that generate the least amount of pollution. Consider pollution and toxins generated during harvesting, mining, manufacturing, transport, installation, use and disposal.

SECTION 01 81 19: INDOOR AIR QUALITY (IAQ) REQUIREMENTS

SCOPE

- A. Requirements for minimum indoor air quality (IAQ) performance standards during the construction period.
- B. With regard to these goals the Contractor shall develop, for Owner and Architect review, a Construction Indoor Air Quality Management Plan for this Project.
- C. Sustainable Design Intent: Comply with project requirements intended to achieve a Silver Rating, measured and documented according to the LEED Green Building Rating System, of the US Green Building Council (USGBC).

DIVISION 3: CONCRETE

SECTION 03 31 00: CAST-IN-PLACE CONCRETE

SCOPE

- A. Furnish all labor, materials and equipment required to complete all concrete work including formwork, reinforcing, curing, finishing, testing protection.
- B. Provide plain and reinforced concrete footings, foundation walls, slabs-on-grade, stairs, platforms, fill at slabs and metal decks, underground conduit casings, and all other concrete incidental to a complete job.
- C. Set bars and clearances in accordance with ACI Standards.
- D. All concrete shall be mixed, placed and cured in accordance with ACI Standard 318,

current edition.

- E. Make trial mixes and provide quality control throughout the job. Inspection tests may be taken and paid for by the Owner.
- F. Protect concrete from damage.

PRODUCTS

- A. Portland Cement: Type II conforming to ASTM C150.
- B. Aggregates: Hard, durable material conforming to ASTM C33.
- C. Reinforcing Bars: Comply with ASTM A-615, Grade 60. Epoxy-coat at parking decks.
- D. Welded Wire Fabric: Comply with ASTM A185.
- E. Accessories and inserts shall be galvanized, all chairs shall have plastic tips.
- F. Expansion Joints: Provide preformed, pre-molded fillers.
- G. Corrosion Inhibitor: Provide W.R. Grace "DCI" at parking decks.
- H. Concrete shall have a compressive strength at twenty-eight (28) days as follows:

Footings and slabs on grade:	4,000 psi
Slab over metal deck:	4,000 psi (115 pcf)
Pilasters and foundation walls:	4,000 psi
Exterior Site Concrete, loading dock slab:	4,000 psi, air entrained
- I. Formwork: Plywood or metal panel formwork sufficient for structural and visual requirements.
- J. Flatwork Finishes:
 - Scratch finish for surfaces to receive concrete floor topping or mortar setting bed.
 - Trowel finish for surfaces to be exposed to view or covered with resilient flooring, carpet, or other thin finish system.
 - Trowel and fine broom finish for surfaces to receive thin-set ceramic or quarry tile.
 - Non-slip broom finish for exterior concrete slab-on-grade, steps, and ramps.

SECTION 03 35 50: CONCRETE SEALER/HARDENER

SCOPE

- A. Provide concrete sealer/hardener treatment for unfinished concrete floors in service/loading dock areas and egress stairs.

PRODUCTS

- A. Hardener: provide a colorless, liquid treatment formulated to seal, harden, and dustproof concrete surfaces to which it is applied. Treatment shall be non-film forming, non-combustible and be VOC compliant. Provide "Ashford Formula" by Curecrete Chemical Company, Orem, Utah or equal.

- B. Performance Requirements:

Wear Resistance: Treatment shall produce a 30% increase in concrete abrasion resistance measured according to the Taber Abrasion Test.

Hardness: Treatment shall yield a minimum 35% increase in concrete compressive strength at 28 days when tested according to ASTM C42.

SECTION 03 54 16: CEMENT UNDERLAYMENT

SCOPE

- A. Provide cementitious underlayment to correct existing floors not complying with requirements for floor finishes.
- B. Unless otherwise specified, floors shall be level to within 1/8" in ten feet.

PRODUCTS

- A. Self-leveling: Provide cementitious underlayment compound based on "Ardex K-15" as manufactured by Ardex, Inc., Coraopolis, PA or equal self-leveling cement compound capable of being applied from a feather edge to required thickness in a single pour. Provide only products certified as acceptable substrates by manufacturers of specified resilient flooring.

Underlayment shall contain no gypsum or gypsum compounds, shall have a 28 day compressive strength of 4,100 psi.

- B. Trowel Grade: Provide "Masco Latex Cement" as manufactured by Silpro Masonry Systems Inc. or similar products of one of the following manufacturers as approved by Architect:

Mapei
Ardex, Inc., Coraopolis, PA

Thoro System Products, Inc.

Cement: Provide high density latex modified cement underlayment to correct existing floor irregularities. Material may be troweled or pumped. Cured underlayment shall have the following minimum properties:

Compression (28 days)	7000 psi
Tensile	1040 psi
Density	1.9
Bond Strength to Concrete	Failure in Concrete

- C. Primer: Provide manufacturer's recommended primer.
- D. Sand: Provide clean, washed, uniformly well graded masonry sand conforming to the requirements of ASTM C-144.

DIVISION 4: MASONRY

SECTION 04 20 00: UNIT MASONRY

SCOPE

- A. Provide unit masonry walls and partitions, including:
- Masonry Veneer at Podium
CMU partitions and site walls.
- B. Installation of lintels, sills and trim.

PRODUCTS

- A. Face Brick: Standard modular, as selected by the Architect, conforming to ASTM C-216, Grade SW. Provide special shapes as required. Purchase under an allowance of \$ 1,000.00 per thousand brick.
- B. Concrete Block: Normal weight, Type I, Grade N ASTM C-90 and C-145 as applicable. Provide 75% solid block for rated partitions and special shapes as required.
- Provide bullnose block at corners of interior block partitions.
- B. Reinforcing: hot dipped galvanized, ASTM A153.
- Horizontal reinforcing: truss-pattern 9-gauge galvanized steel placed every other horizontal concrete block joint; Durawall or equal.
- Reinforcing Bars: ASTM A-615, Grade 60.

Ties: Hot dipped galvanized.

- C. Mortar: Portland cement/lime mortar conforming to ASTM C-270, Type N above grade, Type M below grade, colored with inorganic pigments selected by Architect.
- D. Grout: ASTM C-476 "Fine Grout". Use to secure and embed anchors, bolts and the first two (2) cells of concrete block units adjacent to the door and elevator frames.

SECTION 04 40 00 EXTERIOR STONE WORK

SCOPE

- A. The principal items of work specified herein include, but may not be limited to the following:
 - 1. Stone base at podium.
 - 2. Exterior stone cladding.
- B. Granite work shall comply with the standard accepted practices, fabrication and erection as set forth under the National Building Granite Quarries Association, Inc. "Specification for Building Granite," as last amended, except for joint widths specified hereinafter or implied on the Drawings, which shall supersede accepted standards.
- C. Marble work shall comply with requirements established under the American Standard Specifications Exterior and Interior Marble, of the Marble Institute of America, Inc., (MIA), latest revision.
- D. Limestone work shall comply with the requirements of the Indiana Limestone Institute of America, "Indiana Limestone Handbook", latest revision.
- C. Engage the services of a professional engineer, registered in the State of Massachusetts, to prepare complete Shop Drawings and structural design computations of all work of this Section, based on and closely following the layouts and details on the Drawings.

PRODUCTS

- A. Granite: Provide granite with color and finish as approved by Architect, based on the following:

Species: TBD
 Finish: Honed, Thermal, Polished TBD
 Thickness: 1 1/4"
 Source: TBD

Edges where concealed may be smooth sawn.

- B. Anchors, Cramps, Dowels and Trim: Provide all required anchoring devices indicated on

the approved Shop Drawings for proper setting of stone work , fabricated from stainless steel Type 302. Provide a minimum of four (4) anchors for each stone, with four (4) additional anchors for each stone over 12 square feet in surface area

DIVISION 5: METALS**SECTION 05 12 00: STRUCTURAL STEEL****SCOPE**

- A. Provide labor, materials and equipment required for the complete installation of structural steel framing. Include sub-framing, anchors, bases, bearing plates, bracing and detail fittings.
- B. Fabrication and erection: Comply with the provisions of the AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings", the AISC "Code of Standard Practice for Steel Buildings and Bridges", AISC "LRFD Specification for Structural Steel Building" and the Commonwealth of Massachusetts State Building Code (Current Edition as amended to date).

Shop connections and fabrication shall be welded and in accordance with the Structural Welding Code of the American Welding Society.

Field connections shall be in accordance with AISC Specification for Structural Joints using ASTM A-325 bolts or ASTM A-490 bolts.

- C. The Fabricator shall have been engaged in satisfactory manufacture of structural steel of the same magnitude as covered by this Section and shall be certified as an AISC Certified Plant, Category STD.
- D. The Erector shall be a licensed Sub-Contractor in the State of Massachusetts and shall have been engaged in satisfactory erection of structural steel of the same magnitude volume and complexity as that covered by this Section for a period of at least five years. The Erector shall submit to the Architect evidence of qualifications and standards of quality for approval.
- E. The Erector shall submit to the Architect evidence of qualification along with his Proposal.

PRODUCTS

- A. Structural Steel Shapes: ASTM A-36 or A-992, Grade 50.
- B. Pipe: ASTM A-53.
- C. Structural Steel Tubing: ASTM A500, Grade B.

D. Fasteners:

Bolts	ASTM A-325, or ASTM A-490
Rivets	ASTM A-141
Welding Rods	Series E70, AWS D1-1
Anchor bolts	ASTM A-307

E. Shear Connectors: ASTM A108, Grades 1010 through 1020 and Section 7 of AWS D1.1-88.

F. Auxiliary Materials:

Direct Tension Indicators:	ASTM A 959
Welding Electrodes:	AWS E7018 low hydrogen
Non-Metallic Non-Shrink Grout	CE CRD-C621

G. Shop Primer: Tnemec Series 394 Mi-Ox primer or equal with 50% solids zinc.

Before priming, clean all steel in accordance with SSPC Standards using "No. 3 Power Tool" cleaning for concealed work and "White Blast" cleaning where exposed for architectural finish.

Do not paint steel indicated to receive fireproofing.

SECTION 05 12 10: PREPARATION OF ARCHITECTURALLY EXPOSED STEEL

SCOPE

- A. Fabricator Qualifications: In addition to those qualifications listed in Division 5 Section 'Structural Steel', engage a firm experienced in fabricating AESS similar to that indicated for this Project with a record of successful in-service performance, as well as sufficient production capacity to fabricate AESS without delaying the Work.
- B. Erector Qualifications: In addition to those qualifications listed in Division 5 Section 'Structural Steel', engage an experienced Erector who has completed AESS work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- C. Comply with applicable provisions of the AISC "Code of Standard Practice," latest edition, Section 10 as amended herein.
- D. Fabricate and assemble AESS in the shop to the greatest extent possible. Locate field joints in AESS assemblies at concealed locations or as approved by the Architect. Detail AESS assemblies to minimize field handling and expedite erection.
- E. Fabricate AESS with exposed surfaces smooth, square and of surface quality consistent with the approved mock up. Use special care in handling and shipping of AESS both before and after shop painting.

SECTION 05 30 00: METAL DECK**SCOPE**

- A. Provide Shop Drawings, labor, materials and equipment required for the complete installation of structural metal decking as follows:

Roof deck for flat and sloped roofs, including sheet metal accessories.

Form deck for concrete slab at intermediate floors.

Provide flashing, cell closures, closure plates, and sheet metal work required to contain concrete at form deck.

- B. Design: Comply with the provisions of AISI "Specification for the Design of Cold Formed Structural Members", the SDI "Design Manual for Floor Decks and Roof Decks" and AWS "Structural Welding Code" and the Commonwealth of Massachusetts State Building Code (Current Edition as amended to date).
- C. Fabrication and Erection: Comply with Steel Deck Institute Specifications and approved Shop Drawings.

PRODUCTS

- A. Galvanized Metal Deck: ASTM A-446, Grade A, galvanized per ASTM A525, class G60
- B. Accessories: ASTM A-36, commercial quality, G60 galvanized. Include cover plates, metal closure strips, roof sump pans, cant strips, etc.
- C. Flexible closure strips and fillers shall be of materials complying with applicable Building Codes for each class of construction.
- D. Galvanized Repair Paint: Provide one of the following or equal.

Series 90-93, Tnemec Coatings Company

"ZRC Zinc Rich Coating", ZRC Chemical Products Company

SECTION 05 40 00: COLD FORMED METAL FRAMING**SCOPE**

- A. Metal framing and support at gypsum sheathing for metal panel and terra cotta veneer construction.
- B. Engage the services of a professional engineer, registered in the State of Massachusetts, to prepare complete Shop Drawings and structural design computations of all work of this Section based on, and closely following, the layouts and details on the Drawings.

- C. Design wind pressures shall be as defined by the RWDI Wind Study dated April 9, 2012.
- D. Steel framing used as back-up support for exterior walls shall be sized and spaced so as to limit lateral deflection under design wind pressures as follows:

Masonry Back-up:	Span/600.
Stone Back-up:	Span 600.
Metal Panel Back-up:	Span/360.

PRODUCTS

- A. 16-gauge and heavier structural members shall be formed from galvanized steel meeting requirements of ASTM A446, Grade D, 50 ksi minimum yield strength.
- B. 18-gauge and lighter structural members shall be formed from galvanized steel meeting requirements of ASTM A446, Grade A, 33 ksi minimum yield strength steel.
- C. Provide hot-dipped galvanized finish for all framing components in accordance with ASTM A525, G-60.

SECTION 05 50 00: MISCELLANEOUS METAL WORK

SCOPE

- A. Fabricate and install miscellaneous metal work, including but not limited to the following:
 - Loose lintels.
 - Steel Pan Stairs and landings
 - Tubular Handrails and Brackets
 - Steel ladders
 - Grating, floor plates and covers
 - Abrasive Stair nosings
 - Counter and equipment supports
 - Elevator sill angles and other elevator items not carried in Division 14 Sections
 - Suspension for toilet compartments
 - Suspension for ceiling hung equipment
 - Loading Dock angles and guards
- B. Furnish all metal anchors, fastenings and the like for attachment of work of trades to concrete or masonry. Furnish steel lintels for erection by masonry trades.
- C. Exterior steel items and interior items to be embedded in concrete or masonry shall be hot-dip galvanized after fabrication. Other ferrous metal items shall receive one shop coat of primer.
- D. Design and fabricate stairs and railings in strict accordance with the requirements of OSHA Code, Part 1926, Sub-part M, and the Massachusetts State Building Code - current edition, governing resistance requirements and strength.

PRODUCTS

- A. Structural Steel Shapes: ASTM A-36 or A-992, Grade 50.
- B. Pipe: ASTM A-53, schedule 40.
- C. Structural Steel Tubing: ASTM A500, Grade B.
- D. Fasteners (Zinc coated for exterior):
- | | |
|--------------|---------------------------|
| Bolts | ASTM A-325, or ASTM A-490 |
| Rivets | ASTM A-141 |
| Welding Rods | Series E70, AWS D1-1 |
| Anchor bolts | ASTM A-307 |
- E. Formed Stainless Steel: provide Type 316L (exterior) or 304 (interior), finish as further specified herein. Provide #4 finish unless otherwise indicated. Include matching stainless steel bolts and fasteners.
- G. Stainless Steel Cable: Type 316, sized in accordance with Drawings. Cable shall be pre-stretched and load tested. Include stainless steel cable fittings and turnbuckles as indicated or required to complete the work.
- H. Wrought Iron: conform with requirements of ASTM A-189 for "Single and Double Refined Wrought Iron Bars".
- I. Cast Iron: Class 25, conforming to ASTM A-48 Specifications for Grey Iron Castings. Provide machined bearing or contact surfaces for joints and prepare exposed surfaces for finish by shot blast or other approved method.
- J. Shop Primer: Tnemec Series #394 low VOC primer or approved equal MiOx primer with 50% solids zinc.

Clean all steel in accordance with SSPC Standards using "No. 3 Power Tool" cleaning for concealed work and "White Blast" cleaning where exposed for architectural finish.

- K. Shop Finish System:

Prepare ornamental items scheduled to receive paint finish by carefully grinding and filling welds and sandblasting to SSPC SP-6 standards. Apply a two-component epoxy primer, followed with an aliphatic polyurethane finish coat equal to one of the following:

Tnemec "EnduraShield" Series 73
 Porter "Hythane" Series 46
 Dupont "Imron"

Cured paint system shall provide a total dry film thickness of not less than 5 mils, nor more than 7 mils.

- Color shall be as directed by Architect.
- L. Galvanizing: ASTM A-525, hot dip process after fabrication, for ferrous items exposed to weather.
- M. Galvanized Repair Paint:

Series 90-93, Tnemec Coatings Company
"ZRC Zinc Rich Coating", ZRC Chemical Products Co.
- N. Paint to protect dissimilar metals: Provide a Solvent based Coal Tar Solution based on Tnemec Series 46-465.

DIVISION 6: WOOD AND PLASTICS**SECTION 06 10 00: ROUGH CARPENTRY****SCOPE**

- A. Provide general carpentry labor, materials and equipment including, but not limited to the following:

Blocking, nailers and grounds.
Telephone and electrical backing panels.
Pressure treated nailers for roofing work.
Temporary construction and protection and safety.
Rough hardware and fasteners.
Blocking at counters, railings, grab bars, shelving and window treatment.
- B. Pressure treat members in contact with concrete or used in conjunction with roofing work.

PRODUCTS

- A. Wood joists, posts, nailers, blocking, furring, rafters and light framing: Construction grade, finished 4 sides. Moisture content shall not exceed 19% for lumber, 12% for standard plywood and 15% for treated plywood. Moisture content for blocking adjacent to finish millwork shall not exceed 5%.
- B. Provide utility grade boards as required to comply with PS-20.
- C. Plywood: APA trademarked, rated for use and exposure.

Exterior: MDO exposure 1 panels not less than 5/8" thick and complying with PS-1.

Interior: C-D plugged, UL labeled class A, fire retardant treated, exposure 1 panels complying with PS-1. Provide treatment that yields a flame spread rating of not more

than 25 when tested according to ASTM E84. Kiln dry after treatment to maximum moisture content of 15%.

- D. Preservative Treatment: For rough lumber, exterior and interior, which has direct contact with concrete and masonry, and nailers in conjunction with roofing and waterproofing; give waterborne, alkaline copper quaternary (ACQ) preservative system containing no arsenic and no chromium. Retention Rate: 0.25 pcf. Comply with the following standards: AWWA Standard U1 (Category UC1, UC2, UC3A, UC3B, UC4A, UC4B), T1.
- E. Fire Retardant Treatment: Pressure impregnated, complying with AWWA C20 and C27, ASTM E84 Class A. Use as required by governing codes.
- F. Coordinate with PAINTING Section for back priming before installation.

SECTION 06200: FINISH CARPENTRY AND MILLWORK

SCOPE

- A. Provide general finish carpentry labor, materials and equipment including, but not limited to the following:

Standing and running trim.

Shelving.

Custom case and millwork.

Custom Kitchen cabinets and vanities at residential tower.

- B. General Grading Requirements and Standards: Comply with applicable provisions for workmanship specified in AWI "Quality Standards" as follows:

Transparent or stained finish: "Premium Grade"

Opaque or Plastic Laminate finish: "Custom Grade"

- C. Install doors and finish hardware.

PRODUCTS

- A. Wood solid stock: AWI Section 100 and as follows:
 - 1. Solid stock shown for concealed framing or painted finish: No. 2 Poplar or No. 1 Northern White Pine.
 - 2. Solid stock shown for transparent or stained finish: Hardwood TBD.
- C. Panel Products: AWI Section 200 and as follows:
 - 1. Panels for Paint Finish: Medium density overlay (MDO) or paint grade birch veneer plywood, edge banded with minimum 1/4" thick Northern White Pine or

Poplar where exposed.

2. Panels for Transparent or Stained Finish: AWI Premium Grade veneer core plywood in thicknesses indicated with plain sliced "Grade 1" hardwood Veneer (TBD). Edges and ends shall be banded with matching select solid stock. Note: 45 pound density particle board equal to 1-M-3, ANSI 208.1 may be used if approved by the Architect.
 3. Substrates for Plastic Laminates: Substrate for Plastic Laminate counters to receive sinks or other wet appliances shall be "Marine Grade" or exterior grade "A-C" veneer core plywood. Substrate for Plastic Laminates other than sink counters shall be 45 pound density particle board equal to grade 1-M-3, ANSI 208.1.
- D. Plastic Laminate: conform to NEMA standard LD-31990, Section 4. Plastic laminate grades shall be GP50 for horizontal surfaces and GP28 for remaining surfaces except postforming. Postforming laminate shall be PF42. Provide products of one of the following manufacturers in color selected by Architect:

Nevamar
Formica
Wilson

- E. Solid Surfacing: provide plastic countertops and trim of homogenous methyl methacrylate or polyester sheet, "Corian" as manufactured by du Pont de Nemours & Co; "2000SX" manufactured by Formica, or "Fountainhead" as manufactured by Nevamar. Sheet shall be 3/4" thick unless otherwise indicated and continuous wherever possible. Color shall be manufacturer's standard colors selected by Architect.
- F. Hardware: Furnish and install all cabinetwork and millwork hardware required for the work of this Section, including, but not limited to the following types:

Cabinet Shelf brackets: provide Knappe and Vogt No. 346 brackets in nickel plate.

Cantelever Shelf brackets (Heavy Duty): provide Knappe and Vogt No. 87 standards and No. 187 brackets in bright anochrome plate.

Drawer glides shall be full extension Knappe and Vogt No. 1305 or equal with 100 pound capacity.

Pulls: Provide 3-1/2" aluminum wire pulls in finish selected by Architect.

Catches shall be Stanley No. 46 ALD magnetic type.

Locks where required shall be shall bore cylinder type with exterior trim.

Hinges for cabinet doors (Typical): provide Rockford RPC #848 with US 26D finish.

Cabinet Door Hinges: provide Gras #1202, Blum Module 90, or similar by Stanley;

concealed, self-closing type with 170° opening as required.

Provide 2" diameter plastic wiring grommets in color selected by Architect.

Closet shelf and hanging rod brackets: provide Stanley No. 7045 with bright zinc finish for installation of shelf without hook strip.

Closet Rod: provide 1-1/16" outside diameter, stainless steel tube in continuous lengths, based on Knape Vogt #660SS with a minimum .087" wall thickness.

- G. Fire Retardant Treatment: Pressure impregnated, complying with AWPA C20 and C27, ASTM E84 Class A. Use as required by governing codes. Submit a written affidavit signed by an authorized representative of the factory to certify treatment of the millwork in accordance with requirements.

DIVISION 7: THERMAL AND MOISTURE PROTECTION

SECTION 07 13 25: COMPOSITE MEMBRANE WATERPROOFING

SCOPE

- A. Provide membrane waterproofing at foundations.

PRODUCTS

- A. Composite Membrane: Provide a membrane waterproofing system based on 'Bituthene 4000" membrane and accessories as manufactured by W. R. Grace and Company, Cambridge, MA 02140.

Include manufacturer's recommended rubber primer, mastic and sealant to complete the waterproof system.

Provide Bituthene "Preprufe 160" (vertical surfaces) and "Preprufe 300" (horizontal surfaces) membranes as manufactured by W.R. Grace and Co.

SECTION 07 14 20: HOT BITUMEN FLUID-APPLIED WATERPROOFING

SCOPE

- A. Provide a complete plaza deck waterproofing system at concourse.

PRODUCTS

- A. Membrane: Provide a hot fluid applied, rubberized asphalt membrane meeting Canadian Government Standard CGSB-37.50-M89. Total membrane thickness, including fabric

reinforcement shall be 215 mils. Provide "MM6125-FR" membrane and accessories as manufactured by American Hydrotech, Inc.

- B. Primer: provide membrane manufacturer approved surface conditioner.
- C. Flashing/Reinforcing:
 - 1. 60 mil thick, uncured neoprene flashing/reinforcing sheet, AH "Flex Flash UN".
 - 2. Spunbonded polyester fabric reinforcing sheet, AH "Flex Flash F".
- D. Insulation: Provide Dow Styrofoam "Plazamate" extruded polystyrene insulation board with 60 psi 25 psi minimum compressive strength.
- E. Protection Board (deck): provide manufacturer's recommended fiberglass reinforced rubberized asphalt sheet; "Hydroflex 30" by American Hydrotech.
- F. Protection Board (planter walls): provide manufacturer's recommended fiberglass reinforced rubberized asphalt sheet; "Hydroflex 30RB" "Hydroflex 10" by American Hydrotech.
- G. Drainage Mat: Provide deformed drainage mats based on "Hydrodrain 700", manufactured by American Hydrotech.

SECTION 07 16 16: CAPILLARY WATERPROOFING

SCOPE

- A. Provide capillary waterproofing in elevator pits.

PRODUCTS

- A. Capillary Waterproofing: Provide a capillary waterproofing compound, free from calcium chloride and iron oxide, which waterproofs by crystalline growth through the capillary voids in the concrete substrate.

Provide waterproofing as a slurry mix coating for application by brush. Include mortar mix formulation for patching and fillets as recommended by manufacturer to complete the waterproof system.

Provide crystalline, capillary type waterproofing based on products of Xypex Chemical Corp., Richmond, B.C., Canada V6V 2G9 or equal by one of the following:

"Super Seal" by Conproco Coatings, Hookset, NJ
Permaquik, Inc., Plainview, New York 11803
Vandex International

Patch voids and honeycomb surfaces with approved crystalline mortar and apply

waterproofing in two brush coats.

SECTION 07 18 16: TRAFFIC DECK COATING

SCOPE

- A. Provide a fluid applied, elastomeric membrane to concrete garage deck surfaces:
- Elevated Parking Decks (whole Floor)
 - Service Drive Level 1 - Heavy Duty system
 - Entry/exit lanes and vehicle ramps.
 - Loading Docks
- B. Provide "Blastrac" or equal shot blast preparation of concrete surfaces prior to application.
- C. Include detail coats and compatible caulking at cold joints and cracks. Provide an 8" upturn at all vertical edges and interruptions.
- D. Provide a five year joint and several warranty that the system be free from defects, and include scheduled maintenance performed on an annual basis.

PRODUCTS

- A. Provide coating system based on one of the following or equal polyurethane systems approved by the Architect:
- "AutoGard", Neogard Corporation
 - "Kelmar", Master Builders Inc.
 - "Sonoguard Heavy Duty" by Sonneborne
 - "Vulkem 350/345/346 NF", Tremco Inc.
- B. Deck coating shall consist of a moisture cured polyurethane waterproofing membrane with aggregate filled topcoat. System shall include a primer coat, flashing/detail coats, base coat, membrane coat, top coat and all sealants, reinforcing, aggregates and miscellaneous materials as required to complete the system.

Provide topcoat in color selected by Architect.

SECTION 07 19 10: TRAFFIC DECK SEALER

SCOPE

- A. Provide clear, water repellant sealer for concrete parking deck on grade.

PRODUCTS

- A. Traffic deck sealer shall be a clear, penetrating waterproofing/chloride ion screen specifically formulated for exposed horizontal concrete surfaces. Properly applied, sealer shall not produce a surface build-up, darkening or other effect on the natural color or texture of the surface. Provide one of the following products or equal:

Hydrozo 100 by Hydrozo
 Dynasylan BH-N by Huls
 Iso-flex 618-100 CRS by Lyntal

- B. Provide manufacturer's five (5) year warranty for work under this Section.

Specifically, warrant that the sealed concrete surfaces will not absorb more than 2% by weight of water nor more than 250 parts per million of chloride at the 1" to 1-1/2" level over the established baseline for a period of five years from date of application.

SECTION 07 21 00: BUILDING INSULATION**SCOPE**

- A. Provide insulation required to comply with applicable codes and satisfy heating/ventilating system criteria. In general, provide the following types:

Cavity Walls:	Semi-rigid Mineral wool
Exterior Framing/furring:	Mineral blanket.
Spandrel panels:	Curtain wall insulation
Foundation Insulation:	Rigid, extruded polystyrene board
Loading Dock Ceilings:	Sprayed fiberglass insulation

- B. Roof insulation is specified in ROOFING Sections.

PRODUCTS

- A. Foundation Insulation: closed cell extruded polystyrene foam insulation conforming to ASTM C578, Type 4 with a density of 2 lbs. and a compressive strength of 35 psi (ASTM D1621). Insulation shall be square edged and have a minimum R-value of 5.0 per inch thickness.

- B. Semi-Rigid Mineral Insulation

1. At Rain Screen, Composite Panels and Masonry veneer: Provide square edge, semi-rigid mineral fiber board insulation based on one of the following:

Roxul CavityRock DD
 Thermabfiber Rainbarrier 45

2. At Light Framing: Provide square edge, mineral fiber batt or board insulation conforming to ASTM C-665, based on one of the following:

Roxul ComfortBatt
Thermabfiber Versaboard 40
 3. At Curtain Wall: Provide foil faced, square edge, semi-rigid mineral fiber board insulation based on one of the following:

Roxul CurtainRock 40
Thermabfiber Firespan 40
- C. Insulating Foam Sealant (For insulation gaps): Provide low density, one component polyurethane or acrylic foam sealant designed to expand while curing but not exert undue force against adjacent window or door frames. Expansion shall not exceed a maximum of 50%. Provide one of the followings or equal:
- "Touch 'n Foam window & Door Sealant" by Touch 'N Foam, Fenton, MO
Geocel #3824 Minimal Expanding Foam Sealant by Geocel Corp, Elkhart, IN
"Great Stuff Pro" minimal expanding foam sealant by Dow Chemical Company
- D. Sprayed Insulation: Provide sprayed-on fiberglass insulation based on "Monoglass White" as manufactured by Monoglass Incorporated, or equal.
- Provide manufacturer's pre-conditioner and adhesive binder.
- Apply the sprayed insulation to an average thickness of 3-1/2", providing an R value of 12.5.

SECTION 07 25 00: AIR AND MOISTURE BARRIER MEMBRANE

SCOPE

- A. Provide continuous membrane over sheathing at exterior wall construction:
- Stone and Masonry veneer walls
Formed metal panel walls.

PRODUCTS

- A. Fire Resistant Self Adhesive Membrane: Provide aluminum faces butyl membrane based on one of the following complying with NFPA 285:
- WR Grace "Perm-a-Barrier Aluminum Wall Membrane"
Carlisle "Fire Resist 705FR"

SECTION 07 42 15: FORMED ALUMINUM PANELS

SCOPE

- A. Provide aluminum cladding panels where indicated.

PRODUCTS

- A. Provide a pre-finished metal panel system engineered and manufactured by one of the following or equal:

Linel Architectural Glass and Metal, Mooresville, IN
Firestone Metal Products
Pohl Inc. of America

- B. Design wind pressures shall be as defined by the Massachusetts Building Code.

- C. Aluminum: Aluminum sheet material, consisting of alloy 3003-H14 (paint quality), in accordance with ASTM B 209.

Thickness: .125" minimum typical.

Provide smooth, perforated, and embossed panels where indicated.

- D. Finish: Finish all exposed metal surfaces with factory applied, oven baked, 70% fluoropolymer resin finish exceeding AAMA 2605 and ASCA 96 (Architectural Spray Coaters Association) performance specifications. Provide a two-coat finish system based on one of the following:

PPG "Duranar"
Valspar "Fluoropon"
Akzo-Nobel "Trinar"
Lilly Industries "Nubelar"

SECTION 07 54 10: THERMOPLASTIC (TPO) MEMBRANE ROOFING

SCOPE

- A. Provide mechanically fastened membrane roofing system.
- B. Provide manufacturer's 10 year warranty for complete, water-tight system.
- C. Design wind pressures shall be as defined by the Massachusetts Building Code.

- D. As a condition for final acceptance, submit specified warranty certificate and manufacturer's three signed inspection reports as follows:

Pre-installation
During Installation
Final Inspection

PRODUCTS

- A. Membrane: Provide .060" thick, uncured Ethylene Propylene thermoplastic sheet, reinforced with polyester fabric. Membrane color shall be white. Provide products from one of the following manufacturer's systems:

Verico "Versiweld" TPO
Carlisle Syntec "Sureweld" TPO
Firestone "Ultraply" TPO

- B. Provide .055" thick compatible unreinforced sheet, as furnished by membrane manufacturer.
- C. Vapor Retarder: Provide 6 mil polyethylene sheet with taped joints.
- C. Adhesives and Accessories: Mechanical fastening devices, flashing and bonding adhesives, water cut-off mastic, seam caulk, night sealant, and prefabricated accessories shall be as furnished by membrane manufacturer and shall be compatible with membrane system and all materials to which membrane, flashing and roofing are applied. Include stainless steel clamping rings for compression at pipe flashings.
- D. Seam Cleaner: provide manufacturer's surface cleaner for cleaning contaminated membranes prior to heat welding operations.
- E. Membrane Clad Metal Flashing: G-90 galvanized, .023" thick steel sheet clad with .020" membrane coating. Color to match field membrane.
- F. Roof Insulation: 2 pound density, square-edged extruded polystyrene foam insulation board, in thickness to achieve values required. Provide tapered board where required.
- G. Seam Fasteners and Plates: Provide two inch diameter, 22 gauge metal plates, furnished or approved by membrane manufacturer.
- Provide fluoropolymer coated, zinc plated fasteners recommended by manufacturer as appropriate for the substrate. Fasteners shall be FM approved.
- H. Walkway Protection: Provide manufacturer's approved membrane traffic pads, fully adhered to membrane.

SECTION 07 65 00: FLASHING AND SHEET METAL

SCOPE

- A. Provide through-wall and exposed flashings.
- B. Include at masonry weeps, windows, angles, parapets and where indicated.
- C. Transition Flashing at curtain wall and glazing.

PRODUCTS

- A. Flexible Self-adhering Flashing: Provide 40 mil polyethylene backed, synthetic rubber adhesive tape sheet flashing where indicated. Provide "Perm-a-Barrier" Wall Flashing manufactured by W. R. Grace Company, Cambridge, MA.

Include manufacturer's recommended latex based liquid conditioner for surface preparation; "Perm-a-Barrier Surface Conditioner" by W.R. Grace or equal.

- B. Metal Flashing: Provide ASTM 666, Type 302/304, stainless steel with 2D or 2B finish; dead soft temper, fully annealed; .015" thick.

Provide products of one of the following:

Cheney Flashing Company, Trenton, New Jersey.
Keystone Flashing Company, Philadelphia, PA 19120
Wolkow Industries, Brooklyn, NY 11222-9061

- C. Transition Flashing: Provide silicone transition membrane based on one of the following:

Dow "12,3" silicone sheet flashing
Tremco "Proglaze ETA"

Provide low modulus silicone (Dow 791 or 795) sealant for edge sealant (pending acceptable pre-construction adhesion test results).

SECTION 07 81 30: SPRAYED-ON FIREPROOFING

SCOPE

- A. Provide sprayed-on cementitious type fireproofing for protection of structural steel columns, beams, decks and joists.

Low density, high bond for concealed applications - high rise.
Medium density for exposed, exterior and high rise applications.
High density for exposed or exterior applications.

PRODUCTS

- A. Low Density, High Bond Type: Provide gypsum cementitious-setting type, completely free of asbestos material. Provide materials based on "Monokote MK-10HB" manufactured by Construction Products Division, W.R. Grace & Co. with a bond strength exceeding 430 psf.
- B. Medium Density: Provide Portland Cement cementitious-setting type, completely free of asbestos material. Provide materials based on one of the following:
- "Zonolite 106" manufactured by W.R. Grace Inc.
 - "Type 7GP" by Southwest Fireproofing Products
 - "PYROK-MD", by Pyrok Inc., Brooklyn, NY.
- C. High density materials specified herein and indicated on the Drawings shall be based on one of the following:
- "Zonolite Type Z146" by W.R. Grace, Cambridge, MA.
 - "Mandolite Fendolite M-II" by Mandoval Vermiculite Products, Inc.
 - "PYROK-HD", by Pyrok Inc., Brooklyn, NY.
- Materials shall be classified under UL 263 for "Exterior Use". Such classification shall not rely on metal reinforcing of any kind.
- C. Certify that materials, procedures for application, dry densities, and thicknesses necessary for required protection have been tested in accordance with ASTM E-119 and approved by UL for the indicated uses.

SECTION 07 84 00: FIRE STOPS AND SMOKE SEALS

SCOPE

- A. Provide specified materials in form and quantities necessary to maintain the integrity of all rated construction, whether specifically indicated on Drawings or not. All penetrations in fire rated construction shall be fire stopped in a manner to meet or exceed the fire rating of the assembly. All firestops must incorporate a continuous smoke barrier.

PRODUCTS

- A. Safing Insulation: Provide 4 pound minimum density mineral fiber insulation designed for use as fire stops; "Fibrex Safing Insulation", U.S. Gypsum "Thermafiber Safing Insulation".
- B. Firestop Sealant: Provide a gun-grade silicone sealant classified for both flame (F) and temperature (T) ratings under ASTM E 814-83; Tremco "Fyre-Sil Sealant", Bio Fireshield "Biotherm", General Electric "Pensil 100" (non-moving joints), General Electric "Pensil 300" (expansion joints).

- C. **Foam Firestopping:** Provide a two part liquid silicone foam capable of expanding three times its liquid volume when cured. Material shall be UL classified as fire-retardant, meeting all fire tests and hose stream test requirements of ASTM E 119-73 and shall conform to Article 300-21 of the National Electric Code. Dow Corning "Firestop Foam", Chase "CTC PR-855", General Electric "Pensil RTV 851.
- D. **Fire Stop Mortar:** Provide fast-setting mortar classified for both flame (F) and temperature (T) ratings under ASTM E 814-83. In addition, mortar shall have a flame spread of 0 and smoke developed of 0 when tested under ASTM E84. "Novasit K-10" manufactured by Bio Fireshield, "Fire-Halt" manufactured by Domtar Gypsum, "Trem-Stop M" manufactured by Tremco.

SECTION 07 90 00: SEALANTS

SCOPE

- A. Provide sealants for interior and exterior control and expansion joints, and at the junction of dissimilar materials.
- B. Provide caulking at door frame casings, bathroom mirror perimeters and acoustically rated construction.

PRODUCTS

- A. **General Interior Sealant:** Except for interior expansion joints, provide a gun-grade, one part acrylic latex compatible with latex and oil-base paints. Tremco Acrylic Latex Caulk, Pecora Acrylic Latex AC-20 or Sonneborn Sonolac.
- B. **Control and Expansion Joint Sealant:** provide a neutral cured, silicone liquid sealant with movement capability of +/- 50%, meeting ASTM C920 Type S, Class 25, Grade NS; and Federal Specification TT-S-1543a, Class A. Color shall be as selected by the Architect from manufacturer's full range of standard colors.

Provide one of the following or equal:

"795" manufactured by Dow Corning Corporation.

"864" manufactured by Pecora.

"Spectrum 2" manufactured by Tremco.

"SilPruf SCS2000" manufactured by General Electric.

- C. **Horizontal Deck Sealant:** provide self-leveling type, two-part polyurethane sealant, pourable grade, with Shore A hardness of 40-50, and conforming to ASTM C 920, Type M, Grade P, Class 25, Use T. "Iso-Flex 814 by H.S. Peterson Company, "Vulkem 255" by Mameco, Sikaflex 2C" by Sika, "Urexpan NR-200" by Pecora.
- D. **Mildew resistant Sealant:** For use at sink counters, back splashes, plumbing fixtures and related work provide one of the following or equal:

Dow Corning "Bathub Caulk"
 Rhone-Poulenc "Rhodorsil 6B"
 General Electric "Sanitary 1700"

- E. Sealant Colors: selected by Architect from manufacturer's available colors.
- F. Sealant Primers: liquid type recommended by the manufacturer of sealants used.
- G. Filler: provide pre-molded, closed-cell, polyethylene foam or a similar plastic foam recommended by the sealant manufacturer.

SECTION 07 95 00: EXPANSION CONTROL

SCOPE

- A. Provide preformed metal expansion joint covers where indicated.

PRODUCTS

- A. Joint Covers: Provide preformed expansion joint covers based on products of Metalines, MM Systems, Construction Specialties or equal for joint dimensions required. Provide heavy-duty cover plates to withstand heavy wheeled equipment traffic. Finish shall be mill aluminum.
- B. Flexible Fire Shield: Fire stops for use in conjunction with joint covers specified herein shall be proprietary, UL rated flexible barriers capable of withstanding the design movement of the joint, while preserving the integrity of the fire rated assembly of which it is a part. Provide one of the following, compatible with the selected joint cover:

"Pyro-flex Shield"	MM Systems corp.
"FB-83 Fire Barrier"	Construction Specialties
"Metaflex Fire Barrier"	Metalines, Inc.



SECTION 08 11 13: STEEL DOORS AND FRAMES

SCOPE

- A. Provide interior and exterior steel doors, hollow metal door frames, sidelights, borrowed lights and transom framing.

PRODUCTS

- A. Doors: Seamless flush doors, 1-3/4" thick.

Interior doors: 18 gauge ASTM A366 cold rolled steel.

Exterior doors: 16 gauge ASTM A526 steel, galvanized to ASTM A525, grade G60 standard. Insulate to develop a "U" factor (overall coefficient of heat transfer) not exceeding 0.45.

- B. Frames: Welded construction with mitered corners, gage as follows:

Frames: Welded construction with mitered corners at concrete or masonry walls and exterior openings. Knock-down construction with mitered corners for remaining interior drywall construction.

Interior Frames: 16 gauge ASTM A366 cold rolled steel up to 5'-0" wide, 14 gauge over 5'-0" wide.

Exterior Frames: 14 gauge ASTM A526 steel, galvanized to ASTM A525, grade G60 standard.

- C. Glazing: Doors and frames to receive glass shall have integral fixed stops. Provide removable channel stops for fixed glass.
- D. Fire Ratings: Doors and frames at rated openings shall bear the UL label as scheduled on Drawings.
- E. Finish: Rust inhibiting shop primer.

SECTION 08 14 00: WOOD DOORS

SCOPE

- A. Solid Core Flush doors.
- B. Pressed fiber faced doors at Residential unit interiors.
- C. Prepare doors and frames for hardware.

PRODUCTS

- A. Solid Core Flush Doors: particle core, Type "PC" in accordance with Architectural Woodwork Institute Standards, conforming to Section 1300, Architectural Flush Doors", latest edition.

Painted Finish: AWI Custom Grade, Hardboard or MDO veneer.

Transparent Finish: AWI Premium Grade hardwood veneer.

- B. Fire Rated Flush Doors: solid mineral core, Type "FD" in accordance with Architectural Woodwork Institute Standards, conforming to Section 1300, Architectural Flush Doors", latest edition.

Painted Finish: AWI Custom Grade, Hardboard or MDO veneer.

Transparent Finish: AWI Premium Grade hardwood veneer.

- C. Pressed fiber doors shall be first quality, constructed in accordance with plans and specifications. Provide products of one of the following manufacturers or equal approved by the Architect:

Masonite Division, International Paper Company, Chicago, IL.
Mohawk Flush Doors Inc., Northumberland, PA.

Provide flush and two panel styles where indicated.

- D. Glazed Openings: Glass stops and frames shall be flush hardwood. Match species of veneer for natural finish doors.
- E. Louvers: Provide flush premium solid stock hardwood louvers. Match wood species of door faces for natural finish doors.
- F. Lumber: All door components shall be dried to an average moisture content of 12% before assembly and treatment.
- G. Adhesives: Waterproof Resorcinol or melamine type.
- H. Hardware: Coordinate with hardware supplier for hardware items indicated on hardware schedule. Coordinate keying with Owner.
- I. Where wood frames are indicated or scheduled, provide doors pre-hung in "solid-jamb" rabbeted frames constructed from "A" grade Ponderosa Pine. Include stain grade casings in profiles and species indicated.

SECTION 08 31 00: ACCESS PANELS AND HATCHES

SCOPE

- A. Provide all metal access panels, including those required by Mechanical and Electrical Trades. Coordinate all access panel locations with the Architect prior to installation.
- B. Fire Rated floor access door.

PRODUCTS

- A. Access panels shall be frameless flush type, 18-gauge minimum, with factory prime finish, as manufactured by Karp, Nystrom, Milcor-Inland Steel, Babcock Davis, or equal

approved by the Architect. Sizes shall be as shown or required. Type shall be designed for respective wall material as follows:

GWB walls, non-rated:	Karp KDW
GWB walls, rated:	Karp KRP-450FR
CMU, non-rated:	Karp DSC-214M
CMU, rated:	Karp KRP-250FR

GWB ceilings, non-rated:	Intex Forms, Intex A (GFRG)
GWB ceilings, rated:	Karp KATR

- B. GFRG Ceiling Panels: Provide glass reinforced gypsum ceiling access doors based on GRG Access Doors (Intex A-Panels) by IntexForms Inc., Gilroy, CA or equal by Chicago Metallic Corporation.
- C. Where special access panels are shown or required they shall be furnished as detailed, and in accordance with approved Shop Drawings. Installation shall be by respective trade in which surface of panels are to be installed.
- D. Panels at fire-rated walls shall be labeled according to ratings indicated for respective areas.
- E. Floor Access Panel: Provide square frames with aluminum checker plate panels based on Model "FCRM" by Nystrom Inc., Minneapolis, MN or equal by Karp Associates, Maspeth, New York.
 - 1. Door Leaf: shall be 1/4" aluminum diamond pattern plate to withstand a live load of 150 pounds per square foot. Door contains 4" of fire rated insulation for thermal rating. Secure panel to frame with flat head stainless steel machine screws.
 - 2. Fire Rating: Testing Standards: ASTM E119 (maximum temperature rise to 250 degrees F in 30 min.) 2-hour rating and NFPA 251 in floor/ceiling assembly. Subjected to hose stream test per NFPA 252, UL10(b), and UBC.

SECTION 08 33 00: COILING DOORS

SCOPE

- A. Provide the following:
 - 1. High Cycle coiling doors.

PRODUCTS

- A. Coiling Doors: Furnish and install electrically operated steel doors as shown on Drawings, based on Cornell Model ESD-10, or comparable by one of the following:

Kinnear Division of Wayne Dalton
Overhead Door
Cookson

- B. Curtain: shall be fabricated of hot-dipped galvanized steel, with 18-gauge interlocking, rolled steel slats of cross section approximately 2-1/2" wide, based on Cornell #5F slat. Endlocks shall be riveted to each end of every slat and shall be of a cross section to provide a continuous flat surface bearing against the sealing and locking rib of the guides. Steel angles shall be furnished to provide stiffness at the bottom of the curtain. Provide continuous bottom astragal seal for reducing infiltration and protection of finishes.

Provide manufacturer's high cycle configuration.

SECTION 08 41 00: ALUMINUM ENTRANCE DOORS AND FRAMES

SCOPE

- A. Provide complete aluminum entrance doors and frames, assembled and tested for proper operation at the factory:

Aluminum Entrance Doors
Entrance Frames, sidelights and transoms.

PRODUCTS

- A. Medium Stile Doors: Glazed, stile and rail type 1-3/4" thick.
- "Medium Stile 350" manufactured by Kawneer Company
"Series 300" manufactured by Atlas Architectural Metals
"Series 300" manufactured by EFCO Corporation
"Series 400" manufactured by US Aluminum Corporation
- B. Interior Frames: Provide non-insulated aluminum frames based on one of the following:
- "Trifab 451" manufactured by Kawneer Company
"System 402" manufactured by EFCO
"Series 3000" manufactured by Vistawall
- C. Exterior Frames: Provide thermally broken aluminum frames based on one of the following:
- "Trifab 451T" manufactured by Kawneer Company Inc.
"System 403" manufactured by EFCO
"Series 3000-S" manufactured by Vistawall
- D. Finish all exposed metal surfaces with factory applied, oven baked, 70% fluoropolymer resin finish exceeding AAMA 2605 and ASCA 96 (Architectural Spray Coaters

Association) performance specifications. Provide a three-coat metallic finish system based on PPG "Duranar XL" or equal by one of the following:

Valspar
Akzo-Nobel
Lilly Industries

SECTION 08 42 15: STAINLESS STEEL ENTRANCES

SCOPE

- A. Provide complete, stainless steel clad balanced entrance doors and frames, assembled and tested for proper operation at the factory. Include all hardware.

PRODUCTS

- A. Manufacturer: Narrow stile balanced doors for single and pair operation as shown shall be based on products of one of the following:

Tajima
Ellison
C.J. Rush, Inc.
Brite Vue

- B. Material: Sections shall be extruded from 6063-T5 aluminum. Major portions of the door stiles shall be .125" in thickness. All exposed metal shall be clad in #8 polished, Type 316 stainless steel.
- C. Hardware: Refer to FINISH HARDWARE Section. Assemble and test in the factory.

SECTION 08 42 30: METAL REVOLVING ENTRANCE DOORS

SCOPE

- A. Provide revolving entrance doors at Lobby.

PRODUCTS

- A. Provide a complete packaged unit, fabricated and assembled and tested for proper operation at the factory. Include wings, enclosure, hardware (except lock cylinder), weatherstripping, collapsing mechanism, speed control, [glass canopy] and other features as detailed.
- B. Provide unit based on "Series 1500" as manufactured by C.J. Rush Inc., Agincourt, Ontario, Canada or equal by one of the following:

"Class III" by Crane Fullview Door Co., Lake Bluff, IL

"Series 9500" by Horton Automatics, Corpus Christi, TX

Include wings, enclosure, hardware (except lock cylinder), weatherstripping, collapsing mechanism, speed control, canopy and other features as detailed.

- C. Materials and construction: All exposed metal for revolving door and enclosure shall be Type 316 stainless steel with #8 polished finish. Enclosure reinforcing shall be hot dipped galvanized mild steel. Glass door wings shall be 1/4" thick tempered clear float glass. Glass for enclosure walls shall be 1/4" clear bent and annealed float glass. Enclosure shall be custom sized in accordance with Architectural Drawings.

SECTION 08 44 13: GLAZED ALUMINUM CURTAIN WALL

SCOPE

- A. Provide high performance thermally broken aluminum curtain wall frames. Provide custom extruded shapes and trim as detailed. Subject to compliance with requirements, provide products of based one of the following or equal approved by Architect.

"1600UT Series" by Kawneer Company, Inc.

"Reliance TC" by Oldcastle Corp.

"YCW 750XT" by YKK America

- B. Installation shall conform to the manufacturer's written instructions and shall also comply with applicable requirements of NAAMM Curtain Wall Manual for materials, fabrication, installation, including testing for air infiltration, water penetration and structural performance.

PRODUCTS

- A. Members: Extrude sections from aluminum 6063 alloy, T5 Temper. Sheet shall be 5005 alloy. Major portions of the frames shall be not less than .125" in thickness. Where moldings and flashings occur, they shall be not less than .050" in thickness.
- B. Construction: Joints between vertical and horizontal mullions shall be compression joints. Members shall be weeped on the exterior for drainage. No screws or fastenings shall be used within the wall or frame system, except to anchor peripheral components to openings; which shall be non-corrosive alloy compatible with aluminum such as stainless steel. All mullions and horizontal rails shall have flexible thermal break. Aluminum cover shall be snapped over pressure plate to produce sharp uninterrupted exterior profile.
- C. Aluminum Sheet Members: shall be bent using .125" thick 5005 aluminum alloy sheet in lengths required. Provide aluminum support clips for alignment of each member.
- D. Aluminum Panels: Construct to detail using .125" thick aluminum alloy.
- E. Exterior Glazing Seals: Provide synthetic polymer tape secured by exterior aluminum

pressure plates. Interior glazing seals shall be of neoprene secured integrally to main grid member. No exposed screws shall be required to secure glass into frame.

- F. Steel: Angles, plates, bars, rods and other steel accessories required to join or reinforce assembly of aluminum components shall conform to ASTM A-36 and ASTM A-283, galvanized and shop painted with zinc-chromed primer after cutting to size.
- G. Finish all exposed metal surfaces with factory applied, oven baked, 70% fluoropolymer resin finish exceeding AAMA 2605 and ASCA 96 (Architectural Spray Coaters Association) performance specifications. Provide a three-coat metallic finish system based on PPG "Duranar XL" or equal by one of the following:

- Valspar
- Akzo-Nobel
- Lilly Industries

SECTION 08 71 00: DOOR HARDWARE

SCOPE

- A. Furnish all building hardware (except at aluminum entrances and casework). All hardware shall be masterkeyed.
- B. Provide construction cores to the Owner's specifications.
- C. To qualify for work under this Section, supplying firm must employ on a full-time basis a regular member of the Society of Architectural Hardware Consultants to prepare detailed schedules, check Shop Drawings, and supervise installation.
- D. Preparation of schedules: Submit to the Architect a complete hardware schedule in three (3) copies within ten (10) days after the receipt of written request from the General Contractor. No materials shall be ordered or templates issued until the hardware schedule has been approved by the Architect.
- E. Hardware Supplier's Consultant shall visit the job site prior to and during the application of hardware and shall confer with the General Contractor to ensure proper installation, location, and adjustment of hardware and shall supply any special tools and instructions required for proper application.
- F. Hardware Supplier shall be responsible for the accuracy of the quantities, sizes, finish and proper hardware to be furnished whether specifically mentioned or not, and shall be responsible for determining all details, such as hand of doors, bevel of locks, etc.
- G. Packaging: Furnish all hardware, complete with all necessary pieces and fasteners, properly wrapped and cushioned in their original container, with each unit clearly marked or numbered in accordance with the hardware schedule.
- H. Storage: The General Contractor shall provide adequate storage facilities for the

hardware so it may be arranged, item by item, in an orderly fashion. The General Contractor takes full responsibility for hardware stored at the job site.

- I. Installation is specified in FINISH CARPENTRY AND MILLWORK Section.

PRODUCTS

- A. Fasteners: Furnish all finish hardware with all necessary screws, bolts and other fasteners of suitable size and type to anchor the hardware in position for long life under hard use. All fasteners shall harmonize with the hardware as to material and finish.
- B. Templates: When directed by the General Contractor, templates, covering all hardware applied to metal work, together with the hardware schedule, shall be furnished to the respective subcontractors requiring same to make proper provisions in their work to receive hardware.
- C. Keying: The Contractor shall provide construction cores, final keying by Owner.
- D. Butts: Provide full mortise, ball bearing type of height and width specified. All exterior butts shall be NRP (Non-removable pin). Provide 1-1/2 pair per door. Provide hinges based on Stanley CB Series. Include an additional top pivot for service corridor doors.
- E. Locksets and Latchsets: Lock and latchsets shall be heavy duty units with lever handles; Schlage D Series or equal by Falcon, Yale, with functions as noted in hardware sets. Provide Best lock cylinders.
- F. Panic Exit Bolts: with surface mounted vertical rods, based on VonDuprin Series 88, 89 or equal.
- G. Closers: Provide at all UL labeled doors. Provide units with hold-opens, based on one of the following:
- | | |
|------|-------------------|
| LCN | 4000 Series |
| Yale | 3300, 3500 Series |
- H. Door Stops: Provide floor mounted stops for all interior doors.
- I. Push Plate and deadlocks: Provide at closets and toilet room doors.
- J. Kickplates: Provide at all doors without latch or locksets, and on all exterior metal doors.
- K. Astragals: Provide concealed mortise type at pairs of metal doors.
- L. Finish: US32D Satin Stainless/US26D Dull Chrome.

SECTION 08 80 00: GLASS AND GLAZING**SCOPE**

- A. Provide glass and glazing as required throughout the project, including entrances, curtain wall, aluminum windows, interior doors and sidelights.

Storefront / Curtain Wall Glazing: 1" insulating units, clear float.
 Entrance/Sidelights: 1" insulating unit, clear tempered.
 Interior Glazing: 1/4" tempered float

PRODUCTS

- A. Clear Glass: glazing quality float glass conforming to ASTM C1036-85, Type 1, Class 1, Quality 3.
- B. Tempered Glass: float glass conforming to ASTM C1048-85.
- C. Low Emissivity Glass: provide sputter coated, clear float glass based on Viracon "VE1-2M, Solarscreen 2000" Low E glass. Glass shall conform to ASTM C1036-85, Type 1, Class 1, Quality 3, and have a vacuum deposited coating to provide the following performance on 1/4" clear glass in a 1" insulating unit (coated surface #2):

% Transmittance	70 (Visible Light)
% Reflectance Outdoors	10 (Visible Light)
% Reflectance Indoors	11 (Visible Light)
Shading Coefficient	.44

- J. Frameless Mirrors: shall be 1/4" thick, No. 1 quality clear polished float glass conforming to Federal Specification DD-M-411 with ground, polished edges. Guarantee for 5 years.
- K. Insulated Glass: 1" thick, constructed of 1/4" thick float glazing quality lights separated by a desiccant-filled metal spacer, forming a 1/2" dehydrated air space hermetically sealed with a dual seal. Provide manufacturer's 10-year guarantee.

SECTION 08 90 00: LOUVERS**SCOPE**

- A. Provide louvers and vents as follows:

Stormproof exterior louvers.

PRODUCTS

- A. Aluminum Louvers: Extruded aluminum, stormproof stationary continuous blade with insect screens. Construction Specialties, Airolite Company or equal.

- B. Backing Panels: Where necessary for ventilating requirements, provide sandwich panel constructed of semi-rigid non-combustible insulation core and face sheets laminated to core made of .030" aluminum.
- C. Finish: thermosetting Kynar (PVF2 resin enamel based on PPG " Duranar XL".

DIVISION 9: FINISHES**SECTION 09 29 00: GYPSUM WALLBOARD SYSTEM**

SCOPE

- A. Provide gypsum partitions and ceilings where indicated, including:
 - Metal support and framing systems.
 - Gypsum drywall construction.
 - Joint preparation and finishing.
 - Gypsum Sheathing
 - Shaft wall systems.
 - Reveal moldings.
- B. Provide metal framing for partitions and ceilings to receive veneer plaster base board as well.
- C. Provide materials of one (1) manufacturer throughout the work. Products supplied by different manufacturers may be used only after approval by the Architect.
- D. Joint Treatment "levels" indicated on Drawings refer to joint standards adopted by the following associations:
 - Association of the Wall and Ceiling Industries (AWCI)
 - Ceilings and Interior Systems Construction Association (CISCA)
 - Gypsum Association (GA)
 - Painting and Decorating Contractors of America (PDCA)
 1. Provide Level 5 finish at all double height walls, two story walls, lobby and corridor ceilings, lobby and corridor walls not indicated to receive veneer plaster finish, and elsewhere as indicated.
 2. Provide Level 2 for Trash Rooms, Storage areas and under ceramic tile finishes.
 3. Provide Level 4 for all surfaces in remaining spaces not scheduled to receive level 2 or level 5 finish.
- E. Use mold-resistant gypsum board at exterior perimeter walls, bathrooms and areas to receive ceramic tile.

PRODUCTS

- A. Regular Board: Provide 5/8" thick tapered-edge boards, in lengths as required to minimize end-joint conditions, conforming to ASTM C-36.
- B. Mold Resistant Wallboard: Provide mold and moisture resistant gypsum board based on "DensGuard DensArmor Interior Guard Plus" as manufactured by Georgia Pacific Company, Atlanta, GA. Use mold-resistant board at shafts, exterior perimeter walls, bathrooms and areas to receive ceramic tile.

At his option, Contractor may substitute "Humitek" gypsum board as manufactured by United States Gypsum Corporation.

- C. Tile Backer Board: Provide a nominal 1/2" thick, portland cement based wall board; "Wonder-Board" manufactured by Glas-Crete, "Durock" manufactured by US Gypsum or equal. Use at all metal framed wall areas to receive ceramic tile.
- D. Impact Resistant Wallboard (ASTM C1629): Refer to Drawings for extent of these products.

1. Grade 2 Soft Body Damage Resistance: Provide 5/8" grade 2 damage resistant wallboard at high rise shafts (with standard joint finishing).

Acceptable products for Grade 2 Damage Resistant Wall board:

"Mold Tough AR Firecode" 5/8" wallboard by United States Gypsum Co.
"Mold Tough VHI" 5/8" wallboard by United States Gypsum Co.

2. Grade 3 Soft Body and Hard Body Damage Resistance: Provide 5/8" grade 3 damage resistant wallboard at high rise shafts (with standard joint finishing).

Acceptable products for Grade 3 Damage Resistant Wall board:

"Mold Tough VHI" 5/8" wallboard by United States Gypsum Co.

- E. Gypsum Sheathing: Provide gypsum sheathing board core which complies with applicable portions of ASTM C79 and FS SS-L-30 and is faced with fiberglass mat on both surfaces, based on "Dens-Glass", manufactured by Georgia Pacific Corporation, "Securock" by USG or "GlasRoc" by CertainTeed.

Grade: W, exterior, water repellent core.
Type: Regular. Provide type X where indicated.
Size: 4'-0" x 8'-0" x 5/8" thick.

- E. Shaft Wall System: Provide C-H studs, E-studs or J-studs as required for framing openings of gauge as recommended by manufacturer for each span using 25-gauge minimum. All framing shall be galvanized steel. Fasteners shall be as required by manufacturer, code agency and UL, for two-hour rated assembly.

- F. Steel Drywall Studs: Studs shall be screw stud, formed of electro-galvanized steel, in sizes required to meet performance requirements. Splicing of studs will not be permitted.

Limit allowable deflection (based on a 5 psf load) as follows:

Standard Partitions	L/240
Shaft Wall	L/360
Stone/Ceramic Tile	L/360
Ground floor lobbies:	L/360

- G. Floor and Ceiling Track: Roll-formed, 20-gauge electro-galvanized steel channel track, width to match studs.
- H. Steel Carrying Channels: provide 1-1/2" cold-rolled 16-gauge channels and primed with rust-inhibiting paint.
- I. Hanger Clips: Use manufacturer's standard recommended clips for attachment to structural framing. Powder-driven eye pins will be permitted, but each pin shall be tested after installation for 150 pound load (weight of one workman).
- J. Steel Drywall Furring Channels: shall be 7/8" x 2-3/4" hat section, formed of 25-gauge electro-galvanized steel.
- K. Resilient Furring Channels: Provide standard 26 gauge minimum hot-dip galvanized steel channels based on U.S. Gypsum "RC-1". Use single flange, resilient channels for acoustical partition and ceiling assemblies.
- L. Z-Furring: Provide standard 26 gauge minimum hot-dip galvanized steel Z-shaped furring with depth indicated. Use to mechanically fasten rigid insulation to interior surfaces of concrete or masonry.
- M. Direct Suspension Ceiling System: Provide standard modular direct hung ceiling grid system for screw application of gypsum ceiling panels. Provide main beams, cross furring channels, wall angles and cross beams to support ceiling systems, fixtures and equipment.
- N. Hanger Wire: Provide 9 gauge minimum ASTM A 641 Class 1 galvanized, soft drawn steel wire.
- O. Corner Bead: 1-1/8" x 1-1/8" galvanized steel with perforated flanges for all outside corners.
- P. Casing Beads: galvanized steel at junction of wallboard and dissimilar materials, and at all exposed edges of wallboard, based on USG No. 200SA. Finish with joint compound.
- Q. Tape and Compound: Joint treatment for finish drywall shall be regular tape. Joint compound shall conform to ASTM C-475 as recommended by the wallboard manufacturer.

- R. Reveal Moldings: provide extruded aluminum trim as detailed. Provide products of one of the following or equal:
- "Final Forms" as manufactured by Gordon Inc., Shreveport, LA
 - "Softforms" by Pittcon Industries, Riverdale, Maryland
 - "Dura-Trim", by MM Systems Inc.
- S. Texture Finish for Soffits: Provide an aggregated non-asbestos powder mixed with water, based on USG Imperial QT Texture Finish. Provide "E-Z Spray polystyrene aggregates in sizes required to match Architects approved samples.

SECTION 09 30 00: TILE WORK

SCOPE

- A. Provide tile finishes for public toilet, bath and powder rooms.
- B. Include coved, corner, bullnose and all other shapes required to complete the work, whether or not such special shapes are specifically.

PRODUCTS

- A. Tile: Provide wall and floor tiles - to be selected.
- Include special shapes for cove base, corner pieces, bullnose and all other integral shapes required to complete the work, whether or not such special shapes are specifically called for or shown.
- Colors shall be as selected by Architect from manufacturer's full standard and premium lines.
- B. Marble Thresholds: provide 7/8" thick Grade A domestic with honed surfaces in full lengths, cut to fit profile of door frames selected from Domestic Group A. Chamfer exposed edges to allow handicapped access.
- C. Thin-set Mortar:
- Floor Tile: Provide acrylic-latex modified mortar, factory premixed in a single dry package requiring only the addition of water at the job site. Provide one of the following or equal complying with ANSI A 118.4 and ISO 13007 C2EP1.
- Mapei "Ultra/Flex 3"
 - Laticrete "#254"
 - Custom Building Products "Flexbond"
- Wall Tile: Provide polymer modified, slip resistant mortar, factory premixed in a single dry package requiring only the addition of water at the job site. Provide the following or equal complying with ISO 13007 C2TES1P1.

Mapei "Ultralite Mortar"
Laticrete "#255 MultiMax"
Custom Building Products "ProLite"

- D. Medium-set Mortar Bed: Setting mortar required for interior stone flooring shall consist of latex modified Portland cement/sand mortar designed for medium bed application.

Provide one of the following:

"Ultra/Flor" medium bed mortar gauged with "Keraply" latex by Mapei Inc.
"Medium Bed Mortar #220" gauged with "#4237" latex by Laticrete
"Medium Bed Mortar" gauged with "PCI Acrylic Additive" by ChemRex PCI-USA

- E. Tile Setting Waterproof Membrane: Provide trowelable polyurethane membrane based on one of the following:

"Hydroment Ultraset" manufactured by Bostik Corporation
"Planicrete W" manufactured by Mapei Corporation.
"Laticrete 9235" by Laticrete International Inc.

- F. Mud Setting Bed: Mix and apply mortar bed in accordance with Tile Council of America Specifications for Conventional Cement Mortar and ANSI A108.1, 1976.

- G. Grouts:
General: Hydraulic Grout
Showers, kitchens and wet areas: Epoxy Resin Grout

SECTION 09 45 00: INTERIOR STONE WORK

SCOPE

- A. Kitchen counters.
- B. Toilet room vanities.
- C. Lobby floors.

PRODUCTS

- A. Granite Type A: Species: To Be Determined
Finish: Polished
Source:
- B. Granite Type B: Species: To Be Determined
Finish: Polished
Source:

- C. All granite and marble shall be of standard grade, free of cracks, seams or starts which

may impair its structural integrity or function. Inherent variations characteristic of the quarry from which it is obtained will be acceptable.

- D. Mud Setting Bed: Mix and apply mortar bed in accordance with Tile Council of America Specifications for Conventional Cement Mortar and ANSI A108.1, 1976.

SECTION 09 51 00: ACOUSTICAL CEILINGS

SCOPE

- A. Provide acoustical ceilings, trim and suspension systems in accordance with ASTM C635 and C636.
- B. Provide 2' x 2' and 2' x 4' acoustic panels.
- C. Provide moisture resistant ceiling panels in garage with wind uplift restraints.

PRODUCTS

- A. Acoustic Panel Types: Provide the products to be scheduled. Substitutions must comply with specification requirements and match scheduled products for color and design.
- B. Medium Duty Suspension Systems: for acoustical panels and tile shall be as manufactured by Armstrong World Industries, National Rolling Mills Company, Donn Products, Inc.; Chicago Metallic Company or equal approved by the Architect. Provide compatible "Exposed Tee" system for panels and "Concealed Access" system for tiles.
- C. Hanger Attachment to Structure: submit proposed attachment system to Architect for approval. Hangers shall be supported only from building structural members. Hanger connections shall be sized for five times the design load as per ASTM C635, Table 1 and as approved by the Architect.

At garage ceilings provide wind uplift clips and compression posts to resist wind uplift pressure.

SECTION 09 65 00: RESILIENT FLOORING

SCOPE

- A. Provide vinyl composition tile floors and vinyl base molding where indicated.
- B. Install each product in strict compliance with manufacturer's written instructions.
- D. Scrub Vinyl Composition Tile floors with neutral detergent and a single disc floor machine equipped with a 3M green or blue pad. Rinse and let dry. Apply three coats of

cross-linked acrylic floor polish.

PRODUCTS

- A. Vinyl Composition Tile: 1/8" thick, 12" x 12" factory waxed, conforming to ASTM F1066, Composition 1, Class 2. Pattern and color shall be as selected by the Architect.
- B. Vinyl Base: shall be covered with molded top, 1/8" thick, 4" high, in 4'-0" lengths, color selected from manufacturer's standard range, conforming to Federal Specification SS-W-0040, Class 2, Style A or B. Corners shall be Factory wrapped. Use straight base for carpeted areas.
- C. Adhesives, Underlayments, Crack Fillers and Primers: shall be type and brand recommended by manufacturer for each of the various conditions and flooring materials. Use waterproof (non-latex) adhesive in areas subject to spills.

SECTION 09 67 13: MEMBRANE FLOORING

SCOPE

- A. Provide seamless waterproof floor system specifically formulated for mechanical room applications.
- B. Provide integrally formed cove bases.

PRODUCTS

- A. Provide liquid membrane floor coating system composed of liquid latex rubber system, based on Dex-O-Tex "M-E Floor" manufactured by Crossfield Products Inc. or equal products of one of the following manufacturers:
 - "RD Elasto-Deck" RD Coatings
 - "Strongfloor" SF-112-MR by Strongcoat Industries, Inc.
 - Harris Specialty Chemicals "Selbadex"
- B. Deck coating shall consist of a water based synthetic rubber waterproofing membrane with fabric reinforcing and integral base at perimeter. System shall include a primer coat as required, fabric reinforced base coat, traffic surface coat, color coat, and all sealants, flashings, aggregates and miscellaneous materials as required to complete the system.

Coating materials shall be low VOC latex. Top coat shall be colored as required to match Architect's sample.

SECTION 09 67 16: SEAMLESS EPOXY FLOORING

SCOPE

- A. Provide seamless epoxy floor system specifically formulated for electrical room/transformer room and fuel storage room applications.
- B. Provide integrally formed cove bases.

PRODUCTS

- A. Seamless flooring shall be based on Series 222 Deco-Tread Epoxy Flooring System as manufactured by Tnemec Products or equal. Flooring shall be a complete system of high solids, low solvent epoxy applied in homogeneous layers bonded to the concrete substrate. System shall consist of primer, Intermediate coat, and topcoat.
- B. Primer: for each substrate shall be as recommended by the manufacturer.
- C. Basecoat: shall incorporate pigments selected by the Architect and finely graded silica aggregate.
- D. Topcoat: Colored Top coat shall be squeegeed over the cured base coat, undercoat and aggregate to produce a 1/4" thick seamless coating.

SECTION 09 68 00: CARPETING

SCOPE

- A. Broadloom Carpet adhered to floor.
- A. Broadloom Carpet installed over padding.

PRODUCTS

- A. Carpet: Provide the products to be scheduled. Substitutions must comply with specification requirements and match scheduled products for color and design.
- B. Provide modified prime urethane carpet cushion as manufactured by Scottdel Inc., Swanton, OH or equal. Padding shall be uniform in thickness and shall be free from holes, tears, lumps, wrinkles and imperfections which would interfere with its serviceability.
- C. Installation: Installation of all carpet shall comply with applicable recommendations of "Modern Carpet Installation" and the American Carpet Institute.

At padded installations, lay padding perpendicular to carpet.

SECTION 09 72 00: WALL COVERING

SCOPE

- A. Wall liner fabric.
- B. Vinyl wall covering.
- C. Installation of vinyl wall fabric.

PRODUCTS

- A. Wall Covering: TBD.
- B. Adhesive: Provide a heavy bodied, water soluble paste sold by the wall covering manufacturer to compliment the surface to which it is applied. No substitution of adhesive other than recommended by the manufacturer of wall covering shall be used by this applicator. Provide adhesive with integral mildew inhibitor.
- C. Installation:

All seams, whether in field or adjacent to dissimilar materials, must be closely and neatly butted.

Make seams at least 6" from inside and outside corners.

Horizontal seams will not be accepted.

Remove and replace hardware, accessories, plates and similar items to allow fabric to be installed.

SECTION 09 90 00: PAINTING

SCOPE

- A. It is the intent that all exposed surfaces of the work not finished under the work of another Section be painted; including, but not limited to the following:

Interiors of closets.

Items furnished without finish painting, except as specifically noted otherwise. Shop primed equipment and specialties.

Back priming of interior woodwork surfaces which will be concealed after installation.

Interior of ducts and convectors that show through grilles and louvers.

PRODUCTS

- A. Standard Coatings: Provide paints and finishes equal to products of one of the following:

Benjamin Moore and Company, Montvale, New Jersey
California Products Corporation, Cambridge, MA
Pittsburgh Paint Company, Pittsburgh, PA
Pratt & Lambert, Inc., Buffalo, New York
Tnemec Coatings, Inc. Kansas City, Missouri

- B. Products of other manufacturers substituted upon submission to the Architect shall be equivalent to the manufacturers listed and shall be formulated from pigmentation and vehicles selected from the top quality line, meeting requirements herein.

- C. Exterior Surfaces:

1. Galvanized Surfaces:

Touch up: Zinc Rich Primer
Intermediate: Epoxy Primer
Finish coat: Urethane Enamel

2. All Metal Surfaces Not Primed (Ferrous):

Primer coat: Zinc Rich Primer
Intermediate: Epoxy Primer
Finish coat: Urethane Enamel

3. All Metal Surfaces Factory Primed:

Intermediate: Urethane Primer
Finish coat: Urethane Enamel

4. Masonry

Two Coats: Masonry Coating

- D. Interior Surfaces:

1. All Galvanized Surfaces:

One coat: Galvanized Metal Primer
Two coats: Latex enamel Semi-Gloss

2. All Metal Surfaces Not Primed (Ferrous):

One coat: Rust Inhibitive Metal Primer
Two coats: Latex enamel Semi-Gloss

3. All Metal Surfaces Factory Primed:
Two coats: Latex enamel Semi-Gloss
4. Underside of Metal Roof Deck and Structure:
One Coat: Tnemec "Unibond" Series 115
4. Exposed Masonry Block Units and Concrete Walls to Paint:
One coat: Block Filler with color added
Two coats: Acrylic Latex Eggshell
5. Wallboard Ceilings:
One coat: PVA Primer Sealer
Two coats: Latex Flat
6. Wallboard Vertical Surfaces:
One coat: PVA Primer Sealer
Two coats: Acrylic Latex Eggshell
7. Millwork and Wood Trim to Paint:
One coat: Undercoat Primer
Two coats: Latex Semi-Gloss Enamel
8. Millwork and Wood Trim for Natural Finish:
Stain: Stain, color selected by Architect
2nd Coat: Acrylic Polyurethane Varnish
3rd Coat: Acrylic Polyurethane Varnish (satin)
9. Surfaces indicated to receive Epoxy:
1st Coat: PVA primer Sealer
2nd Coat: Water Based Epoxy
3rd Coat: Water Based Epoxy
10. Spaces Behind Grilles
One coat: Flat Black Latex
11. Exposed Pipe Covering Surfaces to Paint:
One coat: Primer Sealer
Two Coats: Acrylic Latex Eggshell

SECTION 09 96 56: SURFACE APPLIED VAPOR RETARDER

SCOPE

- A. Application of systems for the reduction of moisture vapor transmission and alkalinity control where required for Interior concrete slabs to receive installation of resilient flooring, wood, carpet, and/or seamless flooring systems.

PRODUCTS

- A. Sealer materials specified herein shall be based on products as manufactured by one of the following:
1. KOSTER VAP I 2000 System by KOSTER American Corporation; Corporate Headquarters: (877) 425-1206.
 2. Equivalent products by Ardex
 3. Equivalent products by Mapei
- B. ASTM E 96, Water Vapor Transmission: Performance shall be documented by an independent testing laboratory at a minimum 0.09 grains/ft²/hour or 0.12 lbs/1000 sq ft/24 hours.

DIVISION 10: SPECIALTIES**SECTION 10 14 00: SIGNAGE**

SCOPE

- A. Provide the following types of building signage, without limitation:

Building Directory.
Room identification for individual units and common/public spaces
Stairway and floor numbering
Directional and identification required by State Code
All required ADA signage.
Garage Directional signage

PRODUCTS

- A. Typeface and letterspacing mockups shall be submitted for approval by the Architect before final manufacture.
- B. Submit a Mock-up for Architect's approval before final fabrication and delivery.

SECTION 10 14 50: LUMINOUS EGRESS SIGNAGE

SCOPE

- A. Provide all code required (comply with IBC Section 10) luminous egress markings, not limited to the following:
 - 1. Floor and stairway identification signs.
 - 2. Steps and landings.
 - 3. Floor-mounted demarcation lines.
 - 4. Handrails.
 - 5. Obstacles.
 - 6. Door frames from exit enclosures.

- B. Requirements: Per Section 1024 in the 2009 IBC and Section 4604.2 in the 2009 IFC, luminous markings are required in all exit enclosures on the steps, landings, handrails, as perimeter demarcation lines, on obstacles and doors from exit enclosures.

PRODUCTS

- A. Provide products of one of the following or equal:

Ecoglo by Access Products Inc.
241 Main Street, Suite 100, Buffalo, NY

EverGlow NA, Inc.
1122 Industrial Drive, Matthews, NC 28105

American Permalight
2531 W 237th Street #113 | Torrance, CA

SECTION 10 21 00: METAL TOILET COMPARTMENTS

SCOPE

- A. Provide metal toilet compartments and screens:

Floor mounted, overhead braced.
Ceiling hung.
Wall hung screens.

PRODUCTS

- A. Ceiling Hung Toilet Compartments: except as modified herein for bracket hardware, provide compartments based on one of the following or equal as approved by Architect:

Bradley (Mills) "Series 600"

Sanymetal Products Company "Century" Series
 Weis/Robart Partitions, Inc., "Ceiling Hung Series"
 Global Steel Products Corp. "Imperial Series"

- B. Urinal Screens: wall hung, 1-1/4" thick, of construction similar to dividing panels, with a 4" wide internally- reinforced continuous wall flange for attachment.
- C. Finish: Steel with baked enamel coating; ASTM A591, Class C.
- D. Hardware: non-ferrous, heavily chrome plated. Doors shall be hung on standard gravity type hinges. Bottom hinge shall have nylon cam-and-follow construction. Equip each door with standard slide latch and keeper-bumper. Furnish and install one combination coat hook and bumper for each compartment.

SECTION 10 28 10: TOILET ACCESSORIES

SCOPE

- A. The toilet accessories scheduled on the Drawings are based on Bobrick Dispensers, Inc., New York, or equal approved by the Architect. It is not the intent to restrict the competitive bidding by using a single manufacturer in the schedule, but to establish the basis of quality expected for this project.
- B. All accessories shall be fabricated from non-magnetic, 300 series stainless steel or heavily chrome plated, non-ferrous metal castings. Accessories utilizing 400 series stainless steel will not be accepted.
- C. Corners shall be heliarc welded, ground and polished smooth. All exposed surfaces shall be satin finish. All fastenings shall be concealed.

PRODUCTS

- A. Public Toilet Accessory Schedule:

Item No.	Description	Model No.
T1	Combination Paper Towel Dispenser & Waste Receptacle	Bobrick B-3604P
T2	Soap Dispenser	Bobrick B-306
T3	Toilet Tissue Dispenser	Bobrick B-272
T4	Grab Bars	Bobrick B-6206.99 (length indicated)
T5	Waste Receptacle	Bobrick B-3644
T6	Mirror	Bobrick B-165 (size indicated)

T7 Sanitary Knapkin Disposal

Bobrick B-354

B. Residential Bathroom Accessory Schedule:

<u>Item No.</u>	<u>Description</u>	<u>Model No.</u>
T1	Brush and tumbler holder	
T2	Soap Dish	
T3	Robe Hook	
T4	Towel Bars (2)	
T5	Towel Ring	
T6	Shower Rod and rings	
T7	Grab Bars	
T8	Toilet Paper Holder	

SECTION 10 28 20: GLASS SHOWER ENCLOSURES

SCOPE

A Provide glass shower doors and partitions.

PRODUCTS

A. Provide glass door and hardware based on Kohler frameless #702011-L-SH.

SECTION 10 44 00: FIRE EXTINGUISHER AND CABINETS

SCOPE

A. Provide fire extinguisher and recessed cabinets as required.

PRODUCTS

A. Provide filled and tagged, red enameled cylinders, UL rated as follows:

<u>Type</u>	<u>UL Rating</u>	<u>Capacity</u>	<u>Contents</u>
A	2A	2-1/2 gallons	Pressurized Water

BC	10B:C	5 pounds	Dry Chemical
ABC	4A:80B:C	10 pounds	Dry Chemical

- B. Cabinets: fully recessed, constructed of steel with corners polished and welded. Cabinet interiors shall be factory enameled with manufacturer's standard white enamel. Include bolts, expansion sleeves and the like for proper installation. Size cabinets for scheduled extinguishers. Include bolts, expansion sleeves and the like for proper installation.

Door: Provide full break-glass panel design door equipped with full swing (180°) piano hinge, manufacturer's standard locking cylinder and catch. Furnish two keys for each cabinet. Prime coat door trim for final finish in field.

- D. Surface Brackets: Provide manufacturer's standard wall brackets for extinguishers scheduled or required to be without a cabinet. Bracket must afford easy removal of extinguisher without permitting accidental dislodgement.

SECTION 10 81 00: BIRD CONTROL

SCOPE'

- A. Low profile anti-perching deterrent system.

PRODUCTS

- A. Provide low-profile anti-perching deterrent system consisting of stainless steel posts and nylon coated steel wire.
- B. Provide products and accessories based on "Bird Wire 2000" or equal, manufactured by Bird-Be-Gone Inc., 23918 Skyline, Mission Viejo, CA 92692 (800- 392-6915) or equal by one of the following:

Bird-X Inc., 300 N. Elizabeth St., Chicago, IL
 Bird Barrier America, Inc., 20925 Chico Street, Carson, CA
 Nixalite of America Inc., East Moline, IL

SECTION 10 95 00: MISCELLANEOUS SPECIALTIES

SCOPE

- A Provide labor materials and equipment for the following building specialties:
1. Vinyl-coated wire shelving.
 2. Television mounting brackets.
 3. Mirror/Medicine Cabinets.
 4. Front loading mailboxes.

PRODUCTS

- A. Shelving for closets and where indicated shall be "Space Builder" vinyl coated, ventilated steel rod shelving as manufactured by Closet Maid Corporation. All shelves and integral hanging rods shall be fabricated of heavy gauge welded steel rod with deck rod spacing not over 1-1/8" on centers. All mounting hardware shall be of high tensile engineered plastic.
- B. Television Mounting Brackets: Provide a suspended video ceiling mount, based on Model Series 1450 as manufactured by Peerless Sales Company, Melrose Park, IL.
- C. Medicine Cabinet: Cabinet shall consist of two recessed, mirror faced steel cabinets mounted flush, with a plate glass mirror between them. Units shall have magnetic "touch latches", and fully concealed hinges.
- D. Mail Boxes: Furnish and install horizontal type, front loading mailboxes and accessories in quantities and at locations indicated on the Drawings. Provide mailboxes based on American Device "Centurian" model 2600 with size "D" doors.

DIVISION 11: EQUIPMENT**SECTION 11 12 00: PARKING CONTROL EQUIPMENT****SCOPE**

- A. Provide prefabricated parking control booth with control equipment. Include heating, air conditioning and lighting in booth.
- B. Control equipment includes gates, cash control, ticket spitter, and time clock.

SECTION 11 13 00: LOADING DOCK EQUIPMENT**SCOPE**

- A. Provide the following dock equipment:
 - Hydraulic Levelers.
 - Bumpers.

PRODUCTS

- A. Hydraulic Dock Leveler: Provide an adjustable hydraulic dock leveler 6'-0" x 6'-0" with a capacity of 25,000 pounds, per ANSI MH14.1. Provide complete packaged unit, including unitized motor and pump assembly. Include yellow markings and rubber

bumpers meeting OSHA requirements.

1. Operation shall be by single button NEMA 12 control station, 208 volt, 3-phase.
 2. Provide leveler based on "Model H606C" as manufactured by Kelley Company Inc.; comparable model by McGuire Company, Inc. or Equipment Company of America, as approved by the Architect.
- B. Provide dock bumpers based on "The Protector", as manufactured by Kelley Company, or comparable model by Pawling Rubber Inc. as approved by the Architect.

SECTION 11 24 23: WINDOW WASHING EQUIPMENT

SCOPE

- A. Scaffold restraints for bosun's chair and maintenance scaffold.
- B. Pedestal safety anchors.
- C. Davits.

PRODUCTS

- A. Provide products of a company having not less than five years experience with specified systems, based on one of the following or equal:

Pro-Bel Enterprises
Rapp Scaffold Corporation
Titan Staging and Engineering, Incorporated.

- B. Pedestal and Safety Anchors:

Coordinate anchors with structural system. Connection of anchors to structure shall be approved by Owner's window washing equipment supplier. Submit proposed design loads to Architect for review.

Fabricate anchors of type 304 stainless steel. Furnish each safety anchor with a stainless steel ring having a 2" diameter clear opening, void of sharp edges for the purpose of tying back a life line. Design ring and supporting attachment to be capable of resisting a dead weight of 5,000 pounds applied in any direction.

- C. Davits: Davit arms and davit bases must be located to suit the equipment which will be used on the building with respect to items including reach, roof rigging or ground rigging, spacing, roof edge conditions, etc.

Davit arms and davit bases are to be designed to carry a minimum service vertical load of 1000 lbs.

All davit arms must be capable of rotating through 360°.

All davit arms must be de-mountable and portable. A davit arm must be capable of being easily and quickly moved on rollers or broken down into pieces weighing not more than 80 lbs. each for carrying by a single man from location to location. Pins used to connect the pieces of a davit arm must have retaining ends, gravity locks, friction locks or cotter pins. All pins and loose pieces must be tethered to a davit arm piece with 1/8 inch stainless steel line complete with lead connectors to avoid loss and in such a manner that they can be easily inserted. Provide a handle on each piece located at the center of gravity of that piece which allows it to be carried by one hand.

Davit arms designed with transportable sockets must suit davit arms and be designed in such a manner to allow the davit arm to be hinged downwards, inboard from the building for ease of raising and lowering. The davit socket must be hot dipped galvanized steel.

SECTION 11 31 00: RESIDENTIAL EQUIPMENT

SCOPE

- A. Provide residential kitchen equipment as follows

- Microwave Oven
- Range
- Refrigerator
- Dishwasher
- Stacking washer/dryer

PRODUCTS

- A. Unless otherwise noted, appliances shall be products of one of the following manufacturers:

- General Electric
- Whirlpool
- Hotpoint
- Kitchen-Aid
- Sears Kenmore

- B. Provide manufacturer's standard baked enamel finish. Provide color as selected by the Architect from manufacturer's complete available range. All appliances, even if from different manufacturers, shall match.

DIVISION 12: FURNISHINGS**SECTION 12 35 30: RESIDENTIAL CASEWORK**

SCOPE

- A. Provide cabinets to be selected..
- . Provide cabinets bearing certification seals of the National Kitchen Cabinet Association (NKCA).
- B. Refer to FINISH CARPENTRY AND MILLWORK Section for custom cabinets.
- C. Refer to INTERIOR STONE WORK Section for counter and vanity tops.

SECTION 12 48 00: ENTRANCE MATS

SCOPE

- A. Provide entrance mats in recessed frame at entrances.

PRODUCTS

- A. Provide satin finished steel tread grating based on "SSS Clean Tread Standard Unit" as manufactured by Kadee Industries, Inc., Bedford, Ohio.
- B. Fabricate grating from Type 304 stainless in a self cleaning design utilizing .071" x .177 wire and support rods spaced one inch on centers. Slot opening shall be .125". All metal connections shall be electric resistance welded. Total grate depth shall be 5/8".
- C. Pit framing shall be Type 304 stainless steel, fabricated to support 300 pounds per square foot. Include manufacturer's standard hidden locking devices to prevent unauthorized removal of gratings.
- D. Provide intermediate support brackets for every 3'6" of span.

SECTION 12 93 13: BICYCLE RACKS

SCOPE

- A. Bicycle racks at bicycle storage room.

PRODUCTS

- B. Wall and Floor Mounted Bicycle Racks: Provide vertical bike racks formed from powder coated steel tubing. Base on "Ultra SpaceSaver Floor Mount Rack" and "Ultra

SpaceSaver Wall Mount Rack" Model by Dero Bike Rack Company, Arthur Avenue SE, Minneapolis, MN, or equal.

1. Hanger is 1" OD 11 gauge tube with 3/8" steel round bar.
2. Upright is 2" x 2" x .25" thick wall square tube.
3. Feet are AISI C3 x 4.1 galvanized steel channels.
4. Crossbeams are 1.25" schedule 40 galvanized pipe (1.660" OD)
5. Spacers are 2" OD plastic tubes with .218" wall thickness.

DIVISION 13: SPECIAL CONSTRUCTION

DIVISION 14: CONVEYING SYSTEMS

SECTION 14 21 00: TRACTION ELEVATORS

SCOPE

- A. Provide pre-engineered passenger and freight elevators required.

PRODUCTS

- A. Manufacturer: Thyssen-Krup, Otis, Schindler, Kone
- B. Passenger Elevators:
- | | |
|-----------|---------------------|
| Quantity: | To be Determined. |
| Capacity: | To be Determined. |
| Speed: | 350 feet per minute |
| Door: | Center Opening |
| Cabs: | Allowance |

SECTION 14 31 00 ESCALATORS

SCOPE

- A. Provide new escalators where indicated.

- B. Comply with the following codes and standards:
 ANSI/ASME A17.1 Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks.
 ANSI/ASME A17.2 Inspector's Manual.
 Commonwealth of Massachusetts Electrical Code.
- C. Provide and review Owner's manual, demonstrate equipment, and instruct Owner's personnel in routine maintenance and proper operation procedures.

PRODUCTS

- A. Provide pre-engineered, packaged escalators based on products of one of the following or equal as further specified:

Kone
 Otis
 Schindler/Westinghouse

- B. Performance/Characteristics:

Type:	Electric Traction escalator
Rated Step Width:	32"
Rated Capacity:	6,000 persons per hour.
Speed:	90 lineal fpm.
Balustrade Material:	Skirt panel #4 stainless steel Interior panel tempered glass
Trim:	#4 stainless steel
Angle of Inclination	30°
Keyed Start Switch.*	
Keyed directional control switch.	

SECTION 14 91 82: CHUTES AND COLLECTORS

SCOPE

- A. Trash chutes and collector, with rated access doors on each floor.

PRODUCTS

- A. Provide chutes based on products manufactured by Wilkinson Chutes, Inc., Cutler-Federal, or Midland-Metalcraft Corporation as approved by the Architect.
- B. The chutes commencing on floor level indicated shall rise to a terminal at the roof and shall be complete with discharge including rolling door with fusible link hold open, silent self-closing bottom hinged intake doors, straight sections, vent, flushing and sprinkler heads, flashing and counterflashing, floor support angles and all components required for a complete installation.

- C. Chute shall be factory assembled with a nominal 24" diameter, constructed of 16 gauge aluminized steel as indicated. All joints except those required to separate the sections for shipment and installation shall be welded or lock seamed tightly. All sections shall be labeled where may be required according to applicable governing codes and ordinances.

END OF DOCUMENT

APPENDIX E

Minimum Standards for Financing, Construction Maintenance and Management of the Project Under Chapter 121A of the Massachusetts General Laws, as Amended

1. Definitions. The definitions applicable to these Minimum Standards for Financing, Construction, Maintenance and Management shall be as provided in the Application by Boston Garden Development Corp. and Boston Properties Limited Partnership as co-Applicants for Authorization and Approval by the Authority of a Project Under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, each as amended, dated September 3, 2013, revised on October 22, 2013 and updated on December 6, 2013 (collectively, the "**Application**"). For the purposes of the computation required by Sections 10 and 15 of Chapter 121A, the terms "**gross income**" and "**gross receipts**" shall include only such amounts as are received by the Owner pursuant to the applicable Ground Lease.
2. Financing. The initial financing of the cost of the Project and Phase One thereof shall be in accordance with the provisions of the Application. Subject to the presently existing provisions of Chapter 121A, any future financing or refinancing of the Project (or any Project Component thereof) may be made without the approval of the Authority if provided by (i) an insurance company, bank, pension fund, real estate investment trust, investment vehicle directed by an investment advisor (including without limitation securitized loans), investment banker, venture capital company, or other recognized institutional lender, (ii) the Owner or any stockholder, partner, member of manager thereof, or (iii) the Commonwealth of Massachusetts or the City of Boston or any political subdivision thereof. All other financing shall be made only with the prior written approval of the Authority as to the terms thereof and the identity of the financing party or parties, which approval shall not be unreasonably withheld, conditioned or delayed. Financing by any Ground Lessee or Developer shall not be subject to the approval of the Authority. Any Owner may be a guarantor of or co-borrower under any such financing, which guaranty or co-borrowing may be secured by a mortgage upon the ownership interest of any Owner in the Project Area, the Project, and/or the Ground Lease, and any such guaranty or co-borrowing shall not be subject to regulation under Chapter 121A nor subject to the approval of the Authority.
3. Construction. The Owner(s) shall cause any construction or reconstruction undertaken within the Project to be performed in a good and workmanlike manner employing materials of good quality and so as to conform to the Application, zoning, building, health and fire laws, codes, ordinances and regulations in effect in the City of Boston except to the extent that the same may have been or may be duly varied or deviation has been or may be granted. The determination of whether or not the construction complies with the Application, laws, codes, ordinances and regulations as the same may have been or may be varied or deviation has been or may be granted, subject only to the administrative jurisdiction of the Department of Public Safety and to judicial review, shall be determined by the Inspectional Services Department, and the issuance by the Inspectional Services Department or other duly constituted authority of one or more

certificates of occupancy or equivalent documents shall be treated as conclusive evidence of compliance of construction with said laws, codes, ordinances and regulations.

4. Maintenance. The Owners shall cause the Project to be kept and maintained in good repair, order and condition and shall also cause to be kept in force hazard insurance relative to the Project in commercially reasonable amounts.
5. Management. The Owners shall cause the Project to be operated, managed and maintained by one or more parties (any of which may be affiliates of the Owners) pursuant to a Ground Lease or any other lease, management or operating agreement. The Ground Lease lessees, Developers, tenants, and any other such party under a Ground Lease, leases, subleases, and/or management or operating agreements will in no event, nor in any respect, be subject to the provisions of Chapter 121A or the approval of the Authority. Tenants and other occupants of the Project may pay amounts associated with the use and occupancy of the Project directly to the applicable Developer or such other party under their respective lease, sublease, management or operating agreement, which amounts shall not be included in the gross income of the applicable Owner under Section 10 of Chapter 121A. Similarly, patrons and customers of any such party under a Ground Lease, lease, sublease, management or operating agreement may pay amounts for goods and services, but such amounts shall not be included in the gross income of the Owner under Section 10 of Chapter 121A.
6. Accounting/Maintenance of Accounting Records. Each Owner shall keep and maintain at all times during the period of tax exemption under Chapter 121A accounting records in a uniform and consistent basis in which shall be recorded all information necessary for the computation of (i) the excise payments on the gross income of the Owner and on the Project (or applicable Project Component thereof) required by Section 10 of Chapter 121A; (ii) the payments which are required to be made under the contract with the City of Boston entered into pursuant to Section 6A of Chapter 121A and under the provisions of Sections 10 and 15 of Chapter 121A as heretofore amended; and (iii) the amounts which the equity owners of the Owner shall be entitled to receive and accept as dividends from the Project (or applicable Project Component thereof) pursuant to Chapter 121A, as heretofore amended. Within one hundred twenty (120) days after the end of each calendar year, each Owner shall submit to the Authority a statement showing financial information for that calendar year certified by a duly authorized representative of the Owner giving in reasonable detail the information necessary for the computation of foregoing items and computing the same. Such statement shall be reviewed by independent public accountants of recognized standing, which the Owner shall cause to be selected and paid. The Authority shall at reasonable times be permitted to examine and audit all such accounting records.

APPENDIX F
Environmental Documents

ENVIRONMENTAL NOTIFICATION FORM

The Boston Garden

Submitted to:
**Executive Office of Energy
and Environmental Affairs**
MEPA Office
100 Cambridge Street, Suite 900
Boston, MA 02114

Submitted by:
Boston Properties Limited Partnership
800 Boylston Street, 19th Floor
Boston, MA 02199

Prepared by:
Epsilon Associates, Inc.
3 Clock Tower Place, Suite 250
Maynard, MA 01754

and

Boston Garden Development Corporation
TD Garden
100 Legends Way
Boston, MA 02114

In Association with:
Elkus Manfredi Architects
Goodwin Procter LLP
Vanasse and Associates, Inc.

May 15, 2013

Epsilon
ASSOCIATES INC.



PRINCIPALS May 15, 2013

Theodore A Barten, PE

Margaret B Briggs

Michael E Guski, CCM

Dale T Raczynski, PE

Cindy Schlessinger

Lester B Smith, Jr

Robert D O'Neal, CCM, INCE

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978 897 7100
FAX 978 897 0099

Secretary Richard K. Sullivan
Executive Office of Energy & Environmental Affairs
Attn: MEPA Office
100 Cambridge Street, Suite 900
Boston, MA 02114

Subject: Environmental Notification Form – The Boston Garden

Dear Secretary Sullivan:

On behalf of Boston Properties Limited Partnership and Boston Garden Development Corporation, enclosed please find the Environmental Notification Form (ENF) for The Boston Garden Project proposed in Boston, Massachusetts.

Please notice the ENF in the *Environmental Monitor* to be published on May 22, 2013. The Public Comment period will extend through June 11, 2013, and the Certificate will be issued on June 21, 2013.

By copy of this letter, I am advising recipients of the ENF that written comments may be filed during the comment period, sent to the address above.

Copies of the ENF may be obtained from Epsilon Associates at (978) 897-7100, or via e-mail at csnowdon@epsilonassociates.com.

Thank you for your attention to this matter.

Sincerely,
EPSILON ASSOCIATES, INC.

Geoffrey Starsiak
Senior Planner

Enclosure

cc: Circulation List

Environmental Notification Form

Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
Massachusetts Environmental Policy Act (MEPA) Office

Environmental Notification Form

For Office Use Only

EEA#: _____

MEPA Analyst: _____

The information requested on this form must be completed in order to submit a document electronically for review under the Massachusetts Environmental Policy Act, 301 CMR 11.00.

Project Name: The Boston Garden		
Street Address: 80 Causeway Street		
Municipality: Boston	Watershed: Boston Harbor	
Universal Transverse Mercator Coordinates: UTM (Zone 19) Easting: 365787 Northing: 472041	Latitude: 42° 37' 28"N	Longitude: 70° 38' 12"W
Estimated commencement date: Fall 2013	Estimated completion date: Fall 2018	
Project Type: Mixed-use	Status of project design: 5 %complete	
Proponent: Boston Properties Limited Partnership and Boston Garden Development Corporation		
Street Address: 800 Boylston Street, 19 th Floor and TD Garden, 100 Legends Way		
Municipality: Boston	State: MA	Zip Code: 02199
Name of Contact Person: Corinne Snowdon		
Firm/Agency: Epsilon Associates	Street Address: 3 Clock Tower Place, Suite 250	
Municipality: Maynard	State: MA	Zip Code: 01754
Phone: (978) 897-7100	Fax: (978) 897-0099	E-mail: csnowdon@epsilonassociates.com

Does this project meet or exceed a mandatory EIR threshold (see 301 CMR 11.03)?

Yes No

If this is an Expanded Environmental Notification Form (ENF) (see 301 CMR 11.05(7)) or a Notice of Project Change (NPC), are you requesting:

- | | | |
|--|-------------------------------|--|
| a Single EIR? (see 301 CMR 11.06(8)) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| a Special Review Procedure? (see 301CMR 11.09) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| a Waiver of mandatory EIR? (see 301 CMR 11.11) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| a Phase I Waiver? (see 301 CMR 11.11) | <input type="checkbox"/> Yes* | <input checked="" type="checkbox"/> No |

*A Phase 1 Waiver will be requested in the Draft EIR.

(Note: Greenhouse Gas Emissions analysis must be included in the Expanded ENF.)

Which MEPA review threshold(s) does the project meet or exceed (see 301 CMR 11.03)?

[301 CMR 11.03(5)(b)(4)(a)] – New discharge to a sewer system of 100,000 or more gpd of sewage, industrial waste water or untreated stormwater.

[301 CMR 11.03(6)(a)(6)] – Generation of 3,000 or more new adt on roadways providing access to a single location.

[301 CMR 11.03(1)(b)(6)] – Approval in accordance with M.G.L. c. 121A (possible); minor amendment of urban renewal plan, provided that the Project consists of 100 or more dwelling units or 50,000 or more sf of non-residential space. (if applicable)

Which State Agency Permits will the project require? Boston Redevelopment Authority: 121A Approval (if applicable); Minor Modification of North Station Urban Renewal Plan; Massachusetts Historical Commission: Determination of No Adverse Effect on Historic Properties; Massachusetts Department of Transportation: Highway Access Permit (if applicable) or confirmation that no Highway Access Permit required, Licenses to Enter; Executive Office of Transportation and Construction: Approval for building permit on land on or adjacent to railroad corridor; Department of Environmental Protection, Division of Water Pollution Control: Sewer Connection/Extension Permit; Department of Environmental Protection, Division of Air Quality Control: Comprehensive Plan Approval, Fossil Fuel Utilization Permit; Massachusetts Water Resources Authority: Temporary Construction Dewatering Discharge Permit (if required), Sewer Use Discharge Permit for discharge of Industrial Waste (if applicable); and Massachusetts Bay Transportation Authority: Approval under existing easements (if required), Licenses to Enter

Identify any financial assistance or land transfer from an Agency of the Commonwealth, including the Agency name and the amount of funding or land area in acres: The Proponent may seek to develop the Project in accordance with M.G.L. c. 121A. The Proponent has not yet determined whether to seek state financial assistance.

Summary of Project Size & Environmental Impacts	Existing	Change	Total
LAND			
Total site acreage	2.8		
New acres of land altered		0	
Acres of impervious area	2.8	0	2.8
Square feet of new bordering vegetated wetlands alteration		0	
Square feet of new other wetland alteration		0	
Acres of new non-water dependent use of tidelands or waterways		0	
STRUCTURES			
Gross square footage	58,800 ¹	1,700,000	1,758,800
Number of housing units	0	500	500
Maximum height (feet)	0	600	600
TRANSPORTATION			
Vehicle trips per day			
Unadjusted	3,500 ²	25,052 ³	28,552 ³
Adjusted	3,500 ²	8,054 ³	11,554 ³
Parking spaces	1,375	700	2,075

¹ The approximately 58,800 square feet is part of the existing TD Garden which is built over the rear portion of the site.

² Based on the current 1,275 space garage with a turn-over rate of 2.5 and incorporating existing surface parking on the Project site (approximately 100 spaces).

³ Includes pass-by trips.

WASTEWATER			
Water Use (Gallons per day)	0 ^a	162,100	162,100
Water withdrawal (GPD)	0	0	0
Wastewater generation/treatment (GPD)	0 ^a	147,365	147,365
Length of water mains (miles)	0	0	0
Length of sewer mains (miles)	0	0	0
Has this project been filed with MEPA before? <input type="checkbox"/> Yes (EEA # _____) <input checked="" type="checkbox"/> No			
Has any project on this site been filed with MEPA before? <input checked="" type="checkbox"/> Yes (EEA #7701) <input type="checkbox"/> No			

^a For the Project site only. Does not include the approximately 58,800 square feet of the existing TD Garden which is built over the rear portion of the Project site.

GENERAL PROJECT INFORMATION – all proponents must fill out this section

PROJECT DESCRIPTION:

Describe the existing conditions and land uses on the project site:

The Project site is adjacent to the TD Garden/North Station on Causeway Street in Boston. It is the former site of the original Boston Garden before the arena's demolition in 1998. The site is currently being utilized as a paved surface parking lot with access directly from Causeway Street and a portion of the site includes a portion of the pedestrian connection from Causeway Street to North Station and the TD Garden (see Figure 1 in Attachment A). The site is bounded by Causeway Street to the south, the TD Garden to the north, the pedestrian connection from Causeway Street to the TD Garden and North Station to the west and Interstate 93 to the east. A ramp has been approved to connect Causeway Street to the parking garage under North Station and TD Garden.

Describe the proposed project and its programmatic and physical elements:

New Boston Garden Corporation submitted a development proposal for the Project site to the City in 1987 in response to a Request for Proposals issued by the City in 1985 for the Nashua Street Parking Lot, and in 1989, a Memorandum of Agreement was reached between the City, the BRA and New Boston Garden Corporation establishing the terms and conditions of the development program. Attachment B includes more detail about the site and permitting history.

This long awaited Project will develop the vacant site currently used for parking along Causeway Street into a vibrant, mixed-use development that will further activate the area, especially during the times when the adjacent TD Garden is not in use. The Project will serve as a gateway to Boston for those accessing the City by car from I-93 or local roadways or through public transportation and Amtrak at North Station. In return, the Project's tenants, residents and visitors will benefit from its adjacency to North Station, providing access throughout Boston via the Massachusetts Bay Transportation Authority (MBTA) Green and Orange lines, the greater metropolitan area via the commuter rail lines, and to New Hampshire and Maine on Amtrak.

The Project itself will provide a number of opportunities for visitors to the site and those that live and work at the site and nearby, with approximately 300,000 square feet (sf) of retail space from the basement level to the fourth floor. Causeway Street will be activated by the retail space, as well as a new entrance from Causeway Street into North Station and the TD Garden. Above the retail levels will be a residential building with approximately 500 residential units, a hotel building with an approximately 200 rooms, and an office building with approximately 600,000 sf of

office space. The residential, hotel and office space will be located in three separate buildings, the tallest of which will have a maximum height of up to 600 feet, and each building will have lobby spaces at the ground level. Below grade parking will be provided to sufficiently service the variety of uses in the Project. Figures 4 and 5 in Attachment A include a site plan and section.

Impacts

The sections below describe the Project's anticipated impacts on the environment. The Project will undergo an extensive environmental review process through the Boston Redevelopment Authority's Large Project Review process. In compliance with Article 80B of the Boston Zoning Code, detailed environmental studies will be included in an Expanded Project Notification Form anticipated to be submitted to the Boston Redevelopment Authority at a later date.

Transportation

The Project site is located at the northern hub of the MBTA's integrated public transportation system at North Station, providing direct, convenient access to Commuter Rail service to the north of Boston, as well as access to the MBTA Orange and Green Line's on the subway system. Public bus service, an extensive and interconnected sidewalk network and a kiosk for the City's Hubway bike sharing program are located immediately adjacent to the Project site. These amenities, coupled with a carefully balanced parking program and an aggressive Transportation Demand Management (TDM) Program, will serve to reduce the impact of the Project on the transportation infrastructure. Further, the Project itself has been designed to include complementary uses that will create synergy between the individual elements to reduce off-site trips. Additionally, the proposed uses will offer services that are currently not available to the residents of the North and West End neighborhoods and the growing Bulfinch Triangle neighborhood area, all of which are within walking distance of the Project site.

The Project represents the completion of the overall redevelopment of North Station and the former Boston Garden site that was contemplated as a part of the 1980 Urban Renewal Plan for the North Station Economic Development Area and was reflected in the traffic volume projections that formed the basis of the constructed elements of the Central Artery/Tunnel (CA/T) project and the Bulfinch Triangle surface street network. As such, the planned and constructed transportation system that serves the North Station area presents the central elements to support this transit-oriented development. Additional enhancements to Causeway Street to support access to the Project site and to integrate the Project into the pedestrian environment will be developed, including the expansion and rehabilitation of the sidewalk infrastructure along the Project frontage in the context of the City's Crossroads initiative for Causeway Street which will be a central piece of the Project's improvement program.

The Project has also been designed to be integrated into the event traffic management plan that is coordinated with the Boston Transportation Department (BTD), the Boston Police Department and the Massachusetts State Police for event conditions at TD Garden.

Infrastructure

The Project will generate approximately 147,365 gallons per day (gpd) of wastewater based on generation rates from the Massachusetts State Environmental Code (Title 5). The Project will use approximately 162,100 gpd of water. It is anticipated that water conservation measures incorporated into the Project, including low-flow fixtures, will decrease the amount of water used and wastewater generated by the Project as compared to rates calculated based on Title 5. The surrounding infrastructure is anticipated to have sufficient capacity for the proposed Project.

The Project site is currently a paved area. The Project will improve the quality of the stormwater runoff since the existing paved site, which produces a greater pollutant load than rooftop runoff, will be replaced with rooftop area—runoff from rooftops is considered to be clean.

Stormwater management controls will be established in compliance with BWSC standards and MassDEP's Stormwater Management Standards, as well as to meet Leadership in Energy and Environmental Design (LEED) certification standards.

Historic Resources

There are no historic resources listed on the State or National Registers of Historic Places or included in the Inventory of Historic and Archaeological Assets of the Commonwealth within the Project site. Several historic resources listed in the State and National Registers of Historic Places and included in the Inventory are located within the vicinity of the Project site. Potential effects to resources will be limited to indirect effects associated with shadow and design within the setting of nearby historic properties.

Green Building

To comply with Article 37 of the Boston Zoning Code, the Project team intends to measure the results of their sustainability initiatives using the framework of the LEED rating system. The Project will be certifiable under LEED, although the level of certifiability is yet to be determined.

Construction

The Project will require its contractors to develop construction protocols to control any impacts that might occur during the construction period. These protocols will be included in a Construction Management Plan (CMP) for the Project that will be prepared and submitted to the BTM for review and approval prior to issuance of a building permit. Truck routing and efforts to minimize the impacts on the surrounding area will be identified in the CMP. Measures will be implemented on-site and on construction equipment to minimize airborne dust from the site and air quality impacts associated with emissions from construction equipment. Measures, such as sound attenuation equipment and the timing of noise generating activities, will be implemented to minimize the noise impact on the surrounding area.

Construction methodologies that ensure public safety and protect nearby businesses will be employed. Techniques such as barricades, walkways, painted lines, and signage will be used as necessary. Construction management and scheduling—including plans for construction worker commuting and parking, routing plans and scheduling for trucking and deliveries, protection of existing utilities, maintenance of fire access, and control of noise and dust—will minimize impacts on the surrounding environment.

Describe the on-site project alternatives (and alternative off-site locations, if applicable), considered by the proponent, including at least one feasible alternative that is allowed under current zoning, and the reasons(s) that they were not selected as the preferred alternative:

The development of this area was originally conceived in the 1980s as an integral component of the public and private redevelopment efforts for the North Station/Boston Garden area of the City. Those redevelopment plans included the replacement of the former Boston Garden with a new sports/entertainment arena, a new North Station commuter rail terminal, commercial and retail uses, and a reconfigured MBTA underground station for the Green and Orange rapid transit lines. Please see Attachment B for a discussion of the site's permitting history.

A previous project was proposed for the Project site in 1990 which consisted of two office buildings, a third office or hotel building, a retail base, and a six level underground parking garage. Since that time, the priorities of the City, neighborhood and the market have changed so that a more balanced approach is warranted for the site reflecting smart growth principles founded on a mix of uses. Including neighborhood retail and residential space to this Project will help increase the overall vibrancy of the immediate area beyond the sports-related activities.

As mentioned in Attachment B, the previous planning for the North Station/Boston Garden area resulted in the adoption of the New Boston Garden Development Area governed by Article 39 of the Boston Zoning Code, within which the Project site is located. Article 39 allows an as-of-right Floor Area Ratio (FAR) of 11 and as-of-right building height of 400 feet. Although, if supported by the City, components of the proposed Project could reach a height up to 600 feet and FAR on the specific development parcels could reach up to 14.46, the density of the Project, within the overall context of the New Boston Garden Development Area, is expected to meet the intent of the zoning. The proposed Project is the last piece of the New Boston Garden Development to move forward, and is smaller than the previous commercial project proposed for the Project site, which included three buildings containing 2,300,000 sf of office and retail space, a public concourse containing a minimum of 16,000 sf, and an underground parking garage for 1,100 vehicles.

Summarize the mitigation measures proposed to offset the impacts of the preferred alternative:

The Project offers a variety of public benefits that will help mitigate impacts related to the development of the site such as:

- ◆ The infill of a vacant site;
- ◆ Urban design improvements resulting in a more walkable, pedestrian friendly environment;
- ◆ The creation of a new attractive gateway to Boston;
- ◆ The addition of retail amenities for the surrounding neighborhoods;
- ◆ Improved connections to both the North Station transit hub as well as to the TD Garden event space;
- ◆ An influx of disposable money from new residents and workers into the surrounding area to support local business and help create an environment attractive to new investment in the local economy;
- ◆ New real estate, retail, and hotel related tax revenues for the City of Boston;
- ◆ Streetscape improvements;
- ◆ Support for new affordable housing;
- ◆ The Project will be a minimum of LEED certifiable; and
- ◆ Provide new residential units for a market that is currently in need of greater residential options.

If the project is proposed to be constructed in phases, please describe each phase:

Phase 1 includes the construction of a retail podium with approximately 200,000 sf of retail space and possibly the hotel and/or the residential components. This phase will also include the construction of below grade parking to support the Project.

Later phases will include the office building, additional retail space, and any residential and/or hotel component that is not included in Phase 1.

AREAS OF CRITICAL ENVIRONMENTAL CONCERN:

Is the project within or adjacent to an Area of Critical Environmental Concern?

- Yes (Specify _____)
 No

if yes, does the ACEC have an approved Resource Management Plan? ___ Yes ___ No;

If yes, describe how the project complies with this plan.

Will there be stormwater runoff or discharge to the designated ACEC? ___ Yes No;

If yes, describe and assess the potential impacts of such stormwater runoff/discharge to the designated ACEC.

RARE SPECIES:

Does the project site include Estimated and/or Priority Habitat of State-Listed Rare Species? (see http://www.mass.gov/dfwele/dfw/nhesp/regulatory_review/priority_habitat/priority_habitat_home.htm)

- Yes (Specify _____) No

HISTORICAL /ARCHAEOLOGICAL RESOURCES:

Does the project site include any structure, site or district listed in the State Register of Historic Place or the inventory of Historic and Archaeological Assets of the Commonwealth?

- Yes (Specify _____) No

If yes, does the project involve any demolition or destruction of any listed or inventoried historic or archaeological resources? Yes (Specify _____) No

WATER RESOURCES:

Is there an Outstanding Resource Water (ORW) on or within a half-mile radius of the project site? ___ Yes No; if yes, identify the ORW and its location. _____

(NOTE: Outstanding Resource Waters include Class A public water supplies, their tributaries, and bordering wetlands; active and inactive reservoirs approved by MassDEP; certain waters within Areas of Critical Environmental Concern, and certified vernal pools. Outstanding resource waters are listed in the Surface Water Quality Standards, 314 CMR 4.00.)

Are there any impaired water bodies on or within a half-mile radius of the project site? Yes ___ No; if yes, identify the water body and pollutant(s) causing the impairment:

Charles River – causes of impairment include: metals (other than mercury), noxious aquatic plants, nutrients, oil and grease, organic enrichment/low dissolved oxygen, pathogens, priority organics compounds, taste, color and odor, and turbidity.

Boston Inner Harbor – causes of impairment include: pathogens and priority organics compounds.

Is the project within a medium or high stress basin, as established by the Massachusetts Water Resources Commission? ___ Yes No

STORMWATER MANAGEMENT:

Generally describe the project's stormwater impacts and measures that the project will take to comply with the standards found in MassDEP's Stormwater Management Regulations:

The proposed drainage facilities will be designed in accordance with Massachusetts Department of Environmental Protection's Stormwater Management Standards to the maximum extent practicable. Since the impervious area is anticipated to remain the same, the Project is a redevelopment project per the Massachusetts Stormwater regulations. For redevelopment, stormwater management standards addressing peak flow attenuation, groundwater recharge, and total suspended solids (TSS) removal will be met only to the maximum extent practicable; the remaining standards will be fully met. Peak flow attenuation will be achieved at the Project site because impervious area is anticipated to remain the same. Infiltration and stormwater management systems will be used to provide groundwater recharge and TSS removal to the maximum extent practicable.

MASSACHUSETTS CONTINGENCY PLAN:

Has the project site been, or is it currently being, regulated under M.G.L.c.21E or the Massachusetts Contingency Plan? Yes ___ No ; if yes, please describe the current status of the site (including Release Tracking Number (RTN), cleanup phase, and Response Action Outcome classification): _____

Is there an Activity and Use Limitation (AUL) on any portion of the project site? Yes ___ No ; if yes, describe which portion of the site and how the project will be consistent with the AUL:

Are you aware of any Reportable Conditions at the property that have not yet been assigned an RTN? Yes ___ No ; if yes, please describe: _____

SOLID AND HAZARDOUS WASTE:

If the project will generate solid waste during demolition or construction, describe alternatives considered for re-use, recycling, and disposal of, e.g., asphalt, brick, concrete, gypsum, metal, wood:

The Project will divert construction waste from local landfills by recycling waste material generated on the Project site as feasible. The disposal contract between the developer and construction manager will include specific requirements to ensure that construction procedures require the necessary segregation, reprocessing, reuse, and recycling of materials when possible. For the materials that cannot be recycled, solid waste will be transported in covered trucks to an approved solid waste facility per MassDEP Regulations for Solid Waste Facilities, 310 CMR 16.00.

(NOTE: Asphalt pavement, brick, concrete and metal are banned from disposal at Massachusetts landfills and waste combustion facilities and wood is banned from disposal at Massachusetts landfills. See 310 CMR 19.017 for the complete list of banned materials.)

Will your project disturb asbestos containing materials? Yes ___ No ; if yes, please consult state asbestos requirements at <http://mass.gov/MassDEP/air/asbhom01.htm>

Describe anti-idling and other measures to limit emissions from construction equipment:

The construction contract will require contractors to use a number of measures to reduce potential emissions and minimize impacts from construction vehicles, including:

- ◆ Use wetting agents where needed on a scheduled basis;
- ◆ Use covered trucks;
- ◆ Minimize exposed storage of debris on-site;
- ◆ Monitor construction practices to minimize unnecessary transfers and mechanical disturbances of loose materials;
- ◆ Store aggregate materials away from the areas of greatest pedestrian activity, where and when possible;
- ◆ Establish a tire cleaning area at the exit gate to prevent dirt from reaching the street;
- ◆ Clean streets and sidewalks regularly to minimize dust accumulations;
- ◆ Use appropriate mufflers on equipment, and properly maintain intake and exhaust mufflers;
- ◆ Use muffling enclosures on continuously-operating equipment (e.g., air compressors and welding generators);
- ◆ Use the most quiet construction operations, techniques, and equipment, where feasible;
- ◆ Schedule equipment operations to keep average noise levels low, synchronize noisiest operations with times of highest ambient noise levels, and maintain relatively uniform noise levels;
- ◆ Turn off idling equipment; and
- ◆ Use shielding or distance to separate noisy equipment from sensitive receptors.

DESIGNATED WILD AND SCENIC RIVER:

Is this project site located wholly or partially within a defined river corridor of a federally designated Wild and Scenic River or a state designated Scenic River? Yes ___ No X ;
if yes, specify name of river and designation:

If yes, does the project have the potential to impact any of the "outstandingly remarkable" resources of a federally Wild and Scenic River or the stated purpose of a state designated Scenic River? Yes ___ No ___ ; if yes, specify name of river and designation: _____ ;
if yes, will the project will result in any impacts to any of the designated "outstandingly remarkable" resources of the Wild and Scenic River or the stated purposes of a Scenic River.
Yes ___ No ___ ;
if yes, describe the potential impacts to one or more of the "outstandingly remarkable" resources or stated purposes and mitigation measures proposed.

ATTACHMENTS:

1. List of all attachments to this document.
 - Attachment A Figures
 - Attachment B Permitting History
 - Attachment C Circulation List
 - Attachment D Anticipated Local and Federal Permits and Approvals
2. U.S.G.S. map (good quality color copy, 8-½ x 11 inches or larger, at a scale of 1:24,000) indicating the project location and boundaries. See Figure 1 in Attachment A
3. Plan, at an appropriate scale, of existing conditions on the project site and its immediate environs, showing all known structures, roadways and parking lots, railroad rights-of-way, wetlands and water bodies, wooded areas, farmland, steep slopes, public open spaces, and major utilities. See Figure 2 in Attachment A
4. Plan, at an appropriate scale, depicting environmental constraints on or adjacent to the project site such as Priority and/or Estimated Habitat of state-listed rare species, Areas of Critical Environmental Concern, Chapter 91 jurisdictional areas, Article 97 lands, wetland resource area delineations, water supply protection areas, and historic resources and/or districts. See Figure 3 in Attachment A
5. Plan, at an appropriate scale, of proposed conditions upon completion of project (if construction of the project is proposed to be phased, there should be a site plan showing conditions upon the completion of each phase). See Figure 4 in Attachment A
6. List of all agencies and persons to whom the proponent circulated the ENF, in accordance with 301 CMR 11.16(2). See Attachment C
7. List of municipal and federal permits and reviews required by the project, as applicable. See Attachment D

LAND SECTION – all proponents must fill out this section

I. Thresholds / Permits

A. Does the project meet or exceed any review thresholds related to **land** (see 301 CMR 11.03(1))
 Yes No; if yes, specify each threshold:

II. Impacts and Permits

A. Describe, in acres, the current and proposed character of the project site, as follows:

	Existing	Change	Total
Footprint of buildings	0	2.0	2.0
Internal roadways	0	0	0
Parking and other paved areas	2.8	-2.0*	0.8*
Other altered areas	0	0	0
Undeveloped areas	0	0	0
Total: Project Site Acreage	2.8	0	2.8

* The proposed building will be built over approximately 0.4 acres of this paved area.

- B. Has any part of the project site been in active agricultural use in the last five years?
 Yes No; if yes, how many acres of land in agricultural use (with prime state or locally important agricultural soils) will be converted to nonagricultural use?
- C. Is any part of the project site currently or proposed to be in active forestry use?
 Yes No; if yes, please describe current and proposed forestry activities and indicate whether any part of the site is the subject of a forest management plan approved by the Department of Conservation and Recreation:
- D. Does any part of the project involve conversion of land held for natural resources purposes in accordance with Article 97 of the Amendments to the Constitution of the Commonwealth to any purpose not in accordance with Article 97? Yes No; if yes, describe:
- E. Is any part of the project site currently subject to a conservation restriction, preservation restriction, agricultural preservation restriction or watershed preservation restriction? Yes No; if yes, does the project involve the release or modification of such restriction?
 Yes No; if yes, describe:
- F. Does the project require approval of a new urban redevelopment project or a fundamental change in an existing urban redevelopment project under M.G.L.c.121A? Yes No; if yes, describe: The Proponent may elect to obtain approval to develop the Project as a new urban redevelopment project in accordance with M.G.L. c. 121A. The Proponent has not yet determined whether to proceed with any such financial assistance.
- G. Does the project require approval of a new urban renewal plan or a major modification of an existing urban renewal plan under M.G.L.c.121B? Yes No ; if yes, describe:

III. Consistency

A. Identify the current municipal comprehensive land use plan:
 Title: Article 39 of the Boston Zoning Code
 The Project site is within the North Station Urban Renewal Plan area. The North Station Urban Renewal Plan sought to bring new economic activity to the area, improved infrastructure, and a mix of uses. Article 39 of the Boston Zoning Code includes the more recent vision for the area of the Project site.

B. Describe the project's consistency with that plan with regard to:

- a. **Economic development:** Article 39 calls for the creation or retention of job opportunities. The Project will create new office, retail, hotel and residential space that will all create new jobs in the area.
- b. **Adequacy of infrastructure:** Article 39 uses North Station as a focal point for planning and development in the area. The Project's proximity to North Station will be an asset to the development by allowing a transit-oriented development. Traffic volume projections from a program similar to that described in the Draft Project Impact Report / Draft Environmental Impact Report for the previous proposal submitted in October 1990, formed the basis of the constructed elements of the CA/T project and the Bulfinch Triangle surface street network, and it is anticipated that the transportation and utility infrastructure are adequate for the proposed Project.
- c. **Open space impacts:** The Project will not include any negative impacts on existing open space. The Project site is currently a paved vacant parcel of land. The redevelopment of this site will significantly improve the public realm and create a friendlier pedestrian environment.
- d. **Compatibility with adjacent land uses:** Article 39 allows the proposed uses as-of-right. These uses complement the uses in the Bulfinch Triangle, West End and North End neighborhoods adjacent to the Project site.

C. Identify the current Regional Policy Plan of the applicable Regional Planning Agency (RPA)

RPA: Metropolitan Area Planning Council
Title: MetroFuture Date: June 2009

D. Describe the project's consistency with that plan with regard to:

- 1) **economic development:** The proposed Project will provide substantial economic benefits, including new construction and permanent jobs, increased tax revenue for the City of Boston, an improved sidewalk adjacent to the site along Causeway Street, and support for new affordable housing.
- 2) **adequacy of infrastructure:** The proposed Project site is adjacent to North Station and is well served by existing infrastructure. The Project is not anticipated to adversely affect water, sewer, gas, electrical, or communications systems. The Project will include significant transportation mitigation measures to ensure that it does not adversely affect traffic in the vicinity.
- 3) **open space impacts:** The existing Project site does not include any public open space. The Project will result in an improved pedestrian environment and overall enhanced urban fabric. No impacts are anticipated for any surrounding public open space.

RARE SPECIES SECTION

I. Thresholds / Permits

- A. Will the project meet or exceed any review thresholds related to **rare species or habitat** (see 301 CMR 11.03(2))? ___ Yes No; if yes, specify, in quantitative terms:

(NOTE: If you are uncertain, it is recommended that you consult with the Natural Heritage and Endangered Species Program (NHESP) prior to submitting the ENF.)

- B. Does the project require any state permits related to **rare species or habitat**? ___ Yes No
- C. Does the project site fall within mapped rare species habitat (Priority or Estimated Habitat?) in the current Massachusetts Natural Heritage Atlas (attach relevant page)? ___ Yes No.
- D. If you answered "No" to all questions A, B and C, proceed to the **Wetlands, Waterways, and Tidelands Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Rare Species section below.

II. Impacts and Permits

- A. Does the project site fall within Priority or Estimated Habitat in the current Massachusetts Natural Heritage Atlas (attach relevant page)? ___ Yes ___ No. If yes,
1. Have you consulted with the Division of Fisheries and Wildlife Natural Heritage and Endangered Species Program (NHESP)? ___ Yes ___ No; if yes, have you received a determination as to whether the project will result in the "take" of a rare species? ___ Yes ___ No; if yes, attach the letter of determination to this submission.
 2. Will the project "take" an endangered, threatened, and/or species of special concern in accordance with M.G.L. c.131A (see also 321 CMR 10.04)? ___ Yes ___ No; if yes, provide a summary of proposed measures to minimize and mitigate rare species impacts
 3. Which rare species are known to occur within the Priority or Estimated Habitat?
 4. Has the site been surveyed for rare species in accordance with the Massachusetts Endangered Species Act? ___ Yes ___ No
 4. If your project is within Estimated Habitat, have you filed a Notice of Intent or received an Order of Conditions for this project? ___ Yes ___ No; if yes, did you send a copy of the Notice of Intent to the Natural Heritage and Endangered Species Program, in accordance with the Wetlands Protection Act regulations? ___ Yes ___ No
- B. Will the project "take" an endangered, threatened, and/or species of special concern in accordance with M.G.L. c.131A (see also 321 CMR 10.04)? ___ Yes ___ No; if yes, provide a summary of proposed measures to minimize and mitigate impacts to significant habitat:

WETLANDS, WATERWAYS, AND TIDELANDS SECTION

I. Thresholds / Permits

A. Will the project meet or exceed any review thresholds related to **wetlands, waterways, and tidelands** (see 301 CMR 11.03(3))? ___ Yes X No; if yes, specify, in quantitative terms:

B. Does the project require any state permits (or a local Order of Conditions) related to **wetlands, waterways, or tidelands**? ___ Yes X No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Water Supply Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Wetlands, Waterways, and Tidelands Section below.

II. Wetlands Impacts and Permits

A. Does the project require a new or amended Order of Conditions under the Wetlands Protection Act (M.G.L. c.131A)? ___ Yes ___ No; if yes, has a Notice of Intent been filed? ___ Yes ___ No; if yes, list the date and MassDEP file number: _____; if yes, has a local Order of Conditions been issued? ___ Yes ___ No; Was the Order of Conditions appealed? ___ Yes ___ No. Will the project require a Variance from the Wetlands regulations? ___ Yes ___ No.

B. Describe any proposed permanent or temporary impacts to wetland resource areas located on the project site:

C. Estimate the extent and type of impact that the project will have on wetland resources, and indicate whether the impacts are temporary or permanent:

<u>Coastal Wetlands</u>	<u>Area (square feet) or Length (linear feet)</u>	<u>Temporary or Permanent Impact?</u>
Land Under the Ocean	_____	_____
Designated Port Areas	_____	_____
Coastal Beaches	_____	_____
Coastal Dunes	_____	_____
Barrier Beaches	_____	_____
Coastal Banks	_____	_____
Rocky Intertidal Shores	_____	_____
Salt Marshes	_____	_____
Land Under Salt Ponds	_____	_____
Land Containing Shellfish	_____	_____
Fish Runs	_____	_____
Land Subject to Coastal Storm Flowage	_____	_____
<u>Inland Wetlands</u>		
Bank (If)	_____	_____
Bordering Vegetated Wetlands	_____	_____
Isolated Vegetated Wetlands	_____	_____
Land under Water	_____	_____
Isolated Land Subject to Flooding	_____	_____
Bordering Land Subject to Flooding	_____	_____
Riverfront Area	_____	_____

D. Is any part of the project:

1. proposed as a **limited project**? ___ Yes ___ No; if yes, what is the area (in sf)? _____
2. the construction or alteration of a **dam**? ___ Yes ___ No; if yes, describe:
3. fill or structure in a **velocity zone** or **regulatory floodway**? ___ Yes ___ No

4. dredging or disposal of dredged material? Yes No; if yes, describe the volume of dredged material and the proposed disposal site:
5. a discharge to an **Outstanding Resource Water (ORW)** or an **Area of Critical Environmental Concern (ACEC)**? Yes No
6. subject to a wetlands restriction order? Yes No; if yes, identify the area (in sf):
7. located in buffer zones? Yes No; if yes, how much (in sf) _____

E. Will the project:

1. be subject to a local wetlands ordinance or bylaw? Yes No
2. alter any federally-protected wetlands not regulated under state law? Yes No; if yes, what is the area (sf)?

III. Waterways and Tidelands Impacts and Permits

A. Does the project site contain waterways or tidelands (including filled former tidelands) that are subject to the Waterways Act, M.G.L.c.91? Yes No; if yes, is there a current Chapter 91 License or Permit affecting the project site? Yes No; if yes, list the date and license or permit number and provide a copy of the historic map used to determine extent of filled tidelands:

B. Does the project require a new or modified license or permit under M.G.L.c.91? Yes No; if yes, how many acres of the project site subject to M.G.L.c.91 will be for non-water-dependent use? Current Change Total
If yes, how many square feet of solid fill or pile-supported structures (in sf)?

C. For non-water-dependent use projects, indicate the following:

Area of filled tidelands on the site: _____

Area of filled tidelands covered by buildings: _____

For portions of site on filled tidelands, list ground floor uses and area of each use:

Does the project include new non-water-dependent uses located over flowed tidelands?

Yes No

Height of building on filled tidelands _____

Also show the following on a site plan: Mean High Water, Mean Low Water, Water-dependent Use Zone, location of uses within buildings on tidelands, and interior and exterior areas and facilities dedicated for public use, and historic high and historic low water marks.

D. Is the project located on landlocked tidelands? Yes No; if yes, describe the project's impact on the public's right to access, use and enjoy jurisdictional tidelands and describe measures the project will implement to avoid, minimize or mitigate any adverse impact:

E. Is the project located in an area where low groundwater levels have been identified by a municipality or by a state or federal agency as a threat to building foundations? Yes No; if yes, describe the project's impact on groundwater levels and describe measures the project will implement to avoid, minimize or mitigate any adverse impact:

F. Is the project non-water-dependent **and** located on landlocked tidelands **or** waterways or tidelands subject to the Waterways Act **and** subject to a mandatory EIR? Yes No;
(NOTE: If yes, then the project will be subject to Public Benefit Review and Determination.)

G. Does the project include dredging? Yes No; if yes, answer the following questions:
What type of dredging? Improvement Maintenance Both

What is the proposed dredge volume, in cubic yards (cys) _____
What is the proposed dredge footprint _____ length (ft) _____ width (ft) _____ depth (ft);

Will dredging impact the following resource areas?

Intertidal Yes___ No___; if yes, ___ sq ft

Outstanding Resource Waters Yes___ No___; if yes, ___ sq ft

Other resource area (i.e. shellfish beds, eel grass beds) Yes___ No___; if yes ___ sq ft

If yes to any of the above, have you evaluated appropriate and practicable steps to: 1) avoidance; 2) if avoidance is not possible, minimization; 3) if either avoidance or minimize is not possible, mitigation?

If no to any of the above, what information or documentation was used to support this determination?

Provide a comprehensive analysis of practicable alternatives for improvement dredging in accordance with 314 CMR 9.07(1)(b). Physical and chemical data of the sediment shall be included in the comprehensive analysis.

Sediment Characterization

Existing gradation analysis results? ___Yes ___No; if yes, provide results.

Existing chemical results for parameters listed in 314 CMR 9.07(2)(b)6? ___Yes ___No; if yes, provide results.

Do you have sufficient information to evaluate feasibility of the following management options for dredged sediment? If yes, check the appropriate option.

Beach Nourishment _____

Unconfined Ocean Disposal _____

Confined Disposal:

Confined Aquatic Disposal (CAD) _____

Confined Disposal Facility (CDF) _____

Landfill Reuse in accordance with COMM-97-001 _____

Shoreline Placement _____

Upland Material Reuse _____

In-State landfill disposal _____

Out-of-state landfill disposal _____

(NOTE: This information is required for a 401 Water Quality Certification.)

IV. Consistency:

A. Does the project have effects on the coastal resources or uses, and/or is the project located within the Coastal Zone? ___ Yes ___ No; if yes, describe these effects and the projects consistency with the policies of the Office of Coastal Zone Management:

B. Is the project located within an area subject to a Municipal Harbor Plan? ___ Yes ___ No; if yes, identify the Municipal Harbor Plan and describe the project's consistency with that plan:

WATER SUPPLY SECTION

I. Thresholds / Permits

A. Will the project meet or exceed any review thresholds related to **water supply** (see 301 CMR 11.03(4))? ___ Yes X No; if yes, specify, in quantitative terms:

B. Does the project require any state permits related to **water supply**? ___ Yes X No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Wastewater Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Water Supply Section below.

II. Impacts and Permits

A. Describe, in gallons per day (gpd), the volume and source of water use for existing and proposed activities at the project site:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Municipal or regional water supply	_____	_____	_____
Withdrawal from groundwater	_____	_____	_____
Withdrawal from surface water	_____	_____	_____
Interbasin transfer	_____	_____	_____

(NOTE: Interbasin Transfer approval will be required if the basin and community where the proposed water supply source is located is different from the basin and community where the wastewater from the source will be discharged.)

B. If the source is a municipal or regional supply, has the municipality or region indicated that there is adequate capacity in the system to accommodate the project? ___ Yes ___ No

C. If the project involves a new or expanded withdrawal from a groundwater or surface water source, has a pumping test been conducted? ___ Yes ___ No; if yes, attach a map of the drilling sites and a summary of the alternatives considered and the results. _____

D. What is the currently permitted withdrawal at the proposed water supply source (in gallons per day)? _____ Will the project require an increase in that withdrawal? ___ Yes ___ No; if yes, then how much of an increase (gpd)? _____

E. Does the project site currently contain a water supply well, a drinking water treatment facility, water main, or other water supply facility, or will the project involve construction of a new facility? ___ Yes ___ No. If yes, describe existing and proposed water supply facilities at the project site:

	<u>Permitted Flow</u>	<u>Existing Avg Daily Flow</u>	<u>Project Flow</u>	<u>Total</u>
Capacity of water supply well(s) (gpd)	_____	_____	_____	_____
Capacity of water treatment plant (gpd)	_____	_____	_____	_____

F. If the project involves a new interbasin transfer of water, which basins are involved, what is the direction of the transfer, and is the interbasin transfer existing or proposed?

G. Does the project involve:

1. new water service by the Massachusetts Water Resources Authority or other agency of the Commonwealth to a municipality or water district? Yes No
2. a Watershed Protection Act variance? Yes No; if yes, how many acres of alteration?
3. a non-bridged stream crossing 1,000 or less feet upstream of a public surface drinking water supply for purpose of forest harvesting activities? Yes No

III. Consistency

Describe the project's consistency with water conservation plans or other plans to enhance water resources, quality, facilities and services:

WASTEWATER SECTION

I. Thresholds / Permits

A. Will the project meet or exceed any review thresholds related to **wastewater** (see 301 CMR 11.03(5))? Yes ___ No; if yes, specify, in quantitative terms: [301 CMR 11.03(5)(b)(4)(a)] – New discharge to a sewer system of 100,000 or more gpd of sewage, industrial waste water or untreated stormwater.

B. Does the project require any state permits related to **wastewater**? Yes ___ No; if yes, specify which permit: MassDEP: Sewer Connection/Extension Permit

C. If you answered "No" to both questions A and B, proceed to the **Transportation – Traffic Generation Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Wastewater Section below.

II. Impacts and Permits

A. Describe the volume (in gallons per day) and type of disposal of wastewater generation for existing and proposed activities at the project site (calculate according to 310 CMR 15.00 for septic systems or 314 CMR 7.00 for sewer systems):

	Existing	Change	Total
Discharge of sanitary wastewater	0	147,365	147,365
Discharge of industrial wastewater	0	0	0
TOTAL	0	147,365	147,365

	Existing	Change	Total
Discharge to groundwater	0	0	0
Discharge to outstanding resource water	0	0	0
Discharge to surface water	0	0	0
Discharge to municipal or regional wastewater facility	0	147,365	147,365
TOTAL	0	147,365	147,365

B. Is the existing collection system at or near its capacity? ___ Yes No; if yes, then describe the measures to be undertaken to accommodate the project's wastewater flows:

C. Is the existing wastewater disposal facility at or near its permitted capacity? ___ Yes No; if yes, then describe the measures to be undertaken to accommodate the project's wastewater flows:

D. Does the project site currently contain a wastewater treatment facility, sewer main, or other wastewater disposal facility, or will the project involve construction of a new facility? ___ Yes No; if yes, describe as follows:

	Permitted	Existing Avg Daily Flow	Project Flow	Total
Wastewater treatment plant capacity (in gallons per day)	_____	_____	_____	_____

E. If the project requires an interbasin transfer of wastewater, which basins are involved, what is the direction of the transfer, and is the interbasin transfer existing or new? The Project does not include an interbasin transfer of wastewater.

F. Does the project involve new sewer service by the Massachusetts Water Resources Authority (MWRA) or other Agency of the Commonwealth to a municipality or sewer district? ___ Yes X No

G. Is there an existing facility, or is a new facility proposed at the project site for the storage, treatment, processing, combustion or disposal of sewage sludge, sludge ash, grit, screenings, wastewater reuse (gray water) or other sewage residual materials? ___ Yes X No; if yes, what is the capacity (tons per day):

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Storage	_____	_____	_____
Treatment	_____	_____	_____
Processing	_____	_____	_____
Combustion	_____	_____	_____
Disposal	_____	_____	_____

H. Describe the water conservation measures to be undertaken by the project, and other wastewater mitigation, such as infiltration and inflow removal. The Project will be certifiable under the Leadership in Energy and Environmental Design (LEED) rating system as required by the City of Boston Zoning Code. LEED requires significant reductions in water use and wastewater generation through the use of water conserving fixtures.

III. Consistency

- A. Describe measures that the proponent will take to comply with applicable state, regional, and local plans and policies related to wastewater management:
The Proponent will obtain BWSC and MassDEP wastewater (sewer connection) permits as applicable that will regulate the flow and constituents of wastewater discharge. Compliance with the permit conditions will ensure conformance with wastewater management policies.
- B. If the project requires a sewer extension permit, is that extension included in a comprehensive wastewater management plan? ___ Yes X No; if yes, indicate the EEA number for the plan and whether the project site is within a sewer service area recommended or approved in that plan:

TRANSPORTATION SECTION (TRAFFIC GENERATION)

I. Thresholds / Permit

A. Will the project meet or exceed any review thresholds related to **traffic generation** (see 301 CMR 11.03(6))? Yes ___ No; if yes, specify, in quantitative terms:
 [301 CMR 11.03(6)(a)(6)] – Generation of 3,000 or more new adt on roadways providing access to a single location. (25,052 unadjusted/8,054 adjusted new vehicle trips expected)

B. Does the project require any state permits related to **state-controlled roadways**? Yes ___ No; if yes, specify which permit: MassDOT: Access Permit (if required); Executive Office of Transportation and Construction: Approval for building on land on or adjacent to railroad corridor

C. If you answered "No" to both questions A and B, proceed to the **Roadways and Other Transportation Facilities Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Traffic Generation Section below.

II. Traffic Impacts and Permits

A. Describe existing and proposed vehicular traffic generated by activities at the project site:

	Existing	Change	Total
Number of parking spaces	1,375	700	2,075
Number of ITE vehicle trips per day	3,500	25,052	28,552
Number of ITE adjusted trips per day	3,500	8,054	11,554

ITE land Use Code(s): 222-High-Rise Apartment; 310 – Hotel; 710 – General Office Building; 820 – Shopping Center; 850 - Supermarket

B. What is the estimated average daily traffic on roadways serving the site?

Roadway	Existing	Change	Total
1. Causeway Street, east of Legend's Way	12,090	15,030	27,120
2. Causeway Street, west of Legend's Way	11,910	10,022	21,932

Note: With unadjusted ITE vehicle trips.

C. If applicable, describe proposed mitigation measures on state-controlled roadways that the project proponent will implement:

The Project will provide mitigation to the extent necessary to accommodate the additional traffic demands associated with the Project.

D. How will the project implement and/or promote the use of transit, pedestrian and bicycle facilities and services to provide access to and from the project site?

The Project has been designed and located to be integrated into the MBTA's North Station Commuter Rail station and both the Orange and Green Line subway system. Further, an extensive and interconnected sidewalk network and a kiosk for the City's Hubway bike sharing program are located immediately adjacent to the Project site. These amenities coupled with a carefully balanced parking program and an aggressive Transportation Demand Management (TDM) Program will serve to reduce the impact of the Project on the transportation infrastructure and encourage pedestrian and bicycle travel to and from the Project site and public transportation use.

E. Is there a Transportation Management Association (TMA) that provides transportation demand management (TDM) services in the area of the project site? Yes ___ No; if yes, describe if and how will the project will participate in the TMA:

The *A Better City* (ABC) TMA provides TDM services to members that includes coordinating ridesharing programs, facilitating public transportation opportunities and encouraging pedestrian and bicycle travel

for employees, residents, guests and patrons. The Proponent will join the ABC TMA as an integral part of the overall traffic and parking management plan for the Project.

- F. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation facilities? Yes No; if yes, generally describe:

The Project is directly proximate to and has been integrated into the MBTA's North Station Commuter Rail station and both the Orange and Green Line subway system. The direct proximity of these amenities to the Project site and the integration of these services into the development program offer a unique and distinct opportunity to reduce the traffic and parking demands associated with the Project as compared to other locations and serve to minimize the impacts of the Project on the transportation infrastructure.

- G. If the project will penetrate approach airspace of a nearby airport, has the proponent filed a Massachusetts Aeronautics Commission Airspace Review Form (780 CMR 111.7) and a Notice of Proposed Construction or Alteration with the Federal Aviation Administration (FAA) (CFR Title 14 Part 77.13, forms 7460-1 and 7460-2)? There is no penetration of approach airspace of a nearby airport.

III. Consistency

Describe measures that the proponent will take to comply with municipal, regional, state, and federal plans and policies related to traffic, transit, pedestrian and bicycle transportation facilities and services:

The Project represents the fulfillment of the overall redevelopment of North Station and the former Boston Garden site that was contemplated as a part of the 1980 Urban Renewal Plan for the North Station Economic Development Area and was reflected in the traffic volume projections that formed the basis of the constructed elements of the Central Artery/Tunnel (CA/T) project and the Bulfinch Triangle surface street network. As such, the constructed transportation system that serves the North Station area presents the central elements to support this transit-oriented development. Additionally, the Project site is located at the northern hub of the MBTA's integrated public transportation system at North Station, providing direct, convenient access to Commuter Rail service to the north of Boston, as well as access to the MBTA Orange and Green Lines on the subway system. Public bus service, an extensive and interconnected sidewalk network and a kiosk for the City's Hubway bike sharing program are located immediately adjacent to the Project site. These amenities, coupled with a carefully balanced parking program and an aggressive TDM program, will serve to reduce the impact of the Project on the transportation infrastructure. Further, the Project itself has been designed to include complementary uses that will create synergy between the individual elements to reduce off-site trips. Additionally, the proposed uses will offer services that are currently not available to the residents of the North and West End neighborhoods and the growing Bulfinch triangle neighborhood area, all of which are within walking distance of the Project site.

The Project has also been designed to be integrated into the event traffic management plan that is coordinated with the Boston Transportation Department, the Boston Police Department and the Massachusetts State Police for event conditions at TD Garden.

TRANSPORTATION SECTION (ROADWAYS AND OTHER TRANSPORTATION FACILITIES)

I. Thresholds

A. Will the project meet or exceed any review thresholds related to **roadways or other transportation facilities** (see 301 CMR 11.03(6))? ___ Yes X No; if yes, specify, in quantitative terms:

B. Does the project require any state permits related to **roadways or other transportation facilities**? ___ Yes X No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Energy Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Roadways Section below.

II. Transportation Facility Impacts

A. Describe existing and proposed transportation facilities in the immediate vicinity of the project site:

B. Will the project involve any

- 1. Alteration of bank or terrain (in linear feet)? _____
- 2. Cutting of living public shade trees (number)? _____
- 3. Elimination of stone wall (in linear feet)? _____

III. Consistency -- Describe the project's consistency with other federal, state, regional, and local plans and policies related to traffic, transit, pedestrian and bicycle transportation facilities and services, including consistency with the applicable regional transportation plan and the Transportation Improvements Plan (TIP), the State Bicycle Plan, and the State Pedestrian Plan:

ENERGY SECTION

I. Thresholds / Permits

A. Will the project meet or exceed any review thresholds related to **energy** (see 301 CMR 11.03(7))?
 ___ Yes X No; if yes, specify, in quantitative terms:

B. Does the project require any state permits related to **energy**? ___ Yes X No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Air Quality Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Energy Section below.

II. Impacts and Permits

A. Describe existing and proposed energy generation and transmission facilities at the project site:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Capacity of electric generating facility (megawatts)	_____	_____	_____
Length of fuel line (in miles)	_____	_____	_____
Length of transmission lines (in miles)	_____	_____	_____
Capacity of transmission lines (in kilovolts)	_____	_____	_____

B. If the project involves construction or expansion of an electric generating facility, what are:

1. the facility's current and proposed fuel source(s)?
2. the facility's current and proposed cooling source(s)?

C. If the project involves construction of an electrical transmission line, will it be located on a new, unused, or abandoned right of way? ___ Yes ___ No; if yes, please describe:

D. Describe the project's other impacts on energy facilities and services:

III. Consistency

Describe the project's consistency with state, municipal, regional, and federal plans and policies for enhancing energy facilities and services:

AIR QUALITY SECTION

I. Thresholds

A. Will the project meet or exceed any review thresholds related to **air quality** (see 301 CMR 11.03(8))? ___ Yes X No; if yes, specify, in quantitative terms:

B. Does the project require any state permits related to **air quality**? ___ Yes X No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Solid and Hazardous Waste Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Air Quality Section below.

II. Impacts and Permits

A. Does the project involve construction or modification of a major stationary source (see 310 CMR 7.00, Appendix A)? ___ Yes ___ No; if yes, describe existing and proposed emissions (in tons per day) of:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Particulate matter	_____	_____	_____
Carbon monoxide	_____	_____	_____
Sulfur dioxide	_____	_____	_____
Volatile organic compounds	_____	_____	_____
Oxides of nitrogen	_____	_____	_____
Lead	_____	_____	_____
Any hazardous air pollutant	_____	_____	_____
Carbon dioxide	_____	_____	_____

B. Describe the project's other impacts on air resources and air quality, including noise impacts:

III. Consistency

A. Describe the project's consistency with the State Implementation Plan:

B. Describe measures that the proponent will take to comply with other federal, state, regional, and local plans and policies related to air resources and air quality:

SOLID AND HAZARDOUS WASTE SECTION

I. Thresholds / Permits

A. Will the project meet or exceed any review thresholds related to **solid or hazardous waste** (see 301 CMR 11.03(9))? ___ Yes X No; if yes, specify, in quantitative terms:

B. Does the project require any state permits related to **solid and hazardous waste**? ___ Yes X No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Historical and Archaeological Resources Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Solid and Hazardous Waste Section below.

II. Impacts and Permits

A. Is there any current or proposed facility at the project site for the storage, treatment, processing, combustion or disposal of solid waste? ___ Yes ___ No; if yes, what is the volume (in tons per day) of the capacity:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Storage	_____	_____	_____
Treatment, processing	_____	_____	_____
Combustion	_____	_____	_____
Disposal	_____	_____	_____

B. Is there any current or proposed facility at the project site for the storage, recycling, treatment or disposal of hazardous waste? ___ Yes ___ No; if yes, what is the volume (in tons or gallons per day) of the capacity:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Storage	_____	_____	_____
Recycling	_____	_____	_____
Treatment	_____	_____	_____
Disposal	_____	_____	_____

C. If the project will generate solid waste (for example, during demolition or construction), describe alternatives considered for re-use, recycling, and disposal:

D. If the project involves demolition, do any buildings to be demolished contain asbestos? ___ Yes ___ No

E. Describe the project's other solid and hazardous waste impacts (including indirect impacts):

III. Consistency

Describe measures that the proponent will take to comply with the State Solid Waste Master Plan:

HISTORICAL AND ARCHAEOLOGICAL RESOURCES SECTION

I. Thresholds / Impacts

A. Have you consulted with the Massachusetts Historical Commission? ___ Yes X No; if yes, attach correspondence. For project sites involving lands under water, have you consulted with the Massachusetts Board of Underwater Archaeological Resources? ___ Yes ___ No; if yes, attach correspondence

B. Is any part of the project site a historic structure, or a structure within a historic district, in either case listed in the State Register of Historic Places or the Inventory of Historic and Archaeological Assets of the Commonwealth? ___ Yes X No; if yes, does the project involve the demolition of all or any exterior part of such historic structure? ___ Yes ___ No; if yes, please describe:

C. Is any part of the project site an archaeological site listed in the State Register of Historic Places or the Inventory of Historic and Archaeological Assets of the Commonwealth? ___ Yes X No; if yes, does the project involve the destruction of all or any part of such archaeological site? ___ Yes ___ No; if yes, please describe:

D. If you answered "No" to all parts of both questions A, B and C, proceed to the **Attachments and Certifications** Sections. If you answered "Yes" to any part of either question A or question B, fill out the remainder of the Historical and Archaeological Resources Section below.

II. Impacts

Describe and assess the project's impacts, direct and indirect, on listed or inventoried historical and archaeological resources:

The Project will have no direct effects on historic or archaeological resources. Several historic resources listed in the State and National Registers of Historic Places and included in the Inventory are located within the vicinity of the Project site that may be indirectly affected by the Project. These resources are listed in the table below and depicted in Figure 3 in Attachment A.

Historic Resources in the Vicinity of the Project Site

Map Key to Figure	Historic Resource	Address
State and National Register-listed Properties		
A	Bulfinch Triangle Historic District	Canal, Causeway, Friend, Lancaster, Lowell Square, Merrimack, Portland and Traverse Streets
B	North Terminal Garage	600 Commercial Street
Properties included in the <i>Inventory of Historic and Archaeological Assets of the Commonwealth</i>		
1	Causeway/North Washington Street Area	Causeway and North Washington Streets
2	North End Area	Roughly the waterfront to North Washington to Central Artery to Clinton Street to Atlantic Avenue
3	Charlestown Bridge	North Washington to Rutherford Avenue over Charles River
4	Lindeman Center	15-25 Staniford Street
5	35, 43-45 Hawkins Street	
6	25 New Chardon Street	
7	15 New Chardon Street	
8	40 Hawkins Street	

III. Consistency

Describe measures that the proponent will take to comply with federal, state, regional, and local plans and policies related to preserving historical and archaeological resources:

The proposed Project is subject to review by the Massachusetts Historical Commission in compliance with State Register Review (950 CMR 71.00) as the Project requires a Sewer Connection/Extension Permit from the MassDEP. This ENF serves as notification of the Project to the MHC.

CERTIFICATIONS:

1. The Public Notice of Environmental Review has been/will be published in the following newspapers in accordance with 301 CMR 11.15(1):

(Name) Boston Herald (Date) May 20, 2013

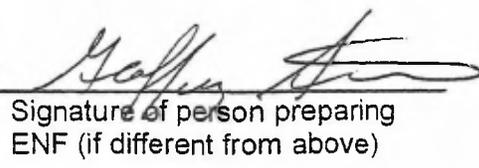
2. This form has been circulated to Agencies and Persons in accordance with 301 CMR 11.16(2).

Signatures:

5/14/13


Date Signature of Responsible Officer
or Proponent

5/14/13


Date Signature of person preparing
ENF (if different from above)

Michael A. Cantalupa
Name (print or type)

Geoffrey Starsiak
Name (print or type)

Boston Properties Limited Partnership
Firm/Agency

Epsilon Associates, Inc.
Firm/Agency

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Attachment A

Figures

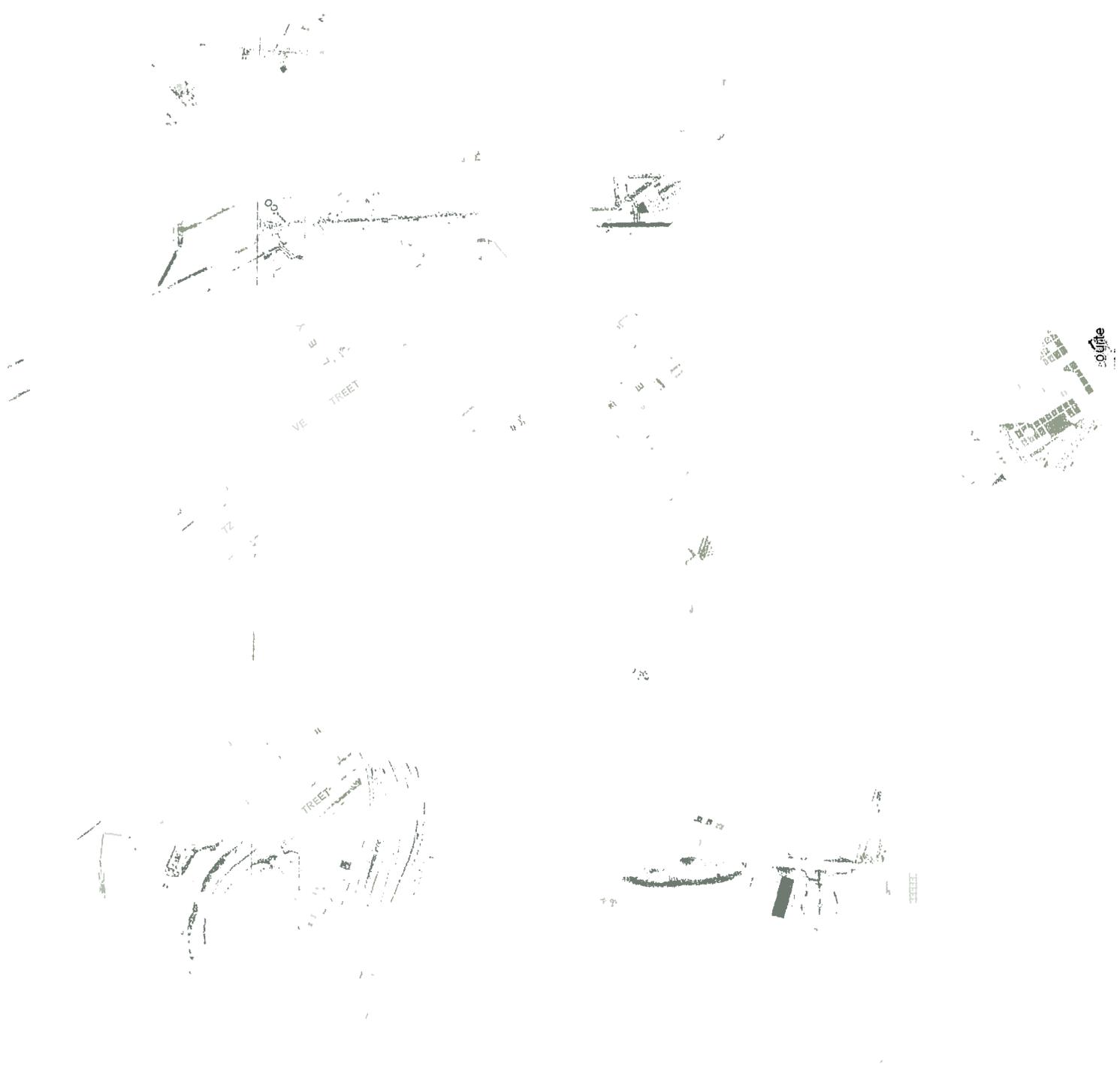
LEGEND

Project Site

Scale 1" = 800'
1 inch = 400 feet



Basemap: Bing Aerial Imagery, ESRI



The Boston Garden Boston, MA



Figure 2
Aerial Locus Map

LEGEND

-  Project Site
-  State and National Register Listed Properties
-  Invented Properties
-  Ch 91 Presumptive Historic High Water Line*
-  Ch 91 Presumptive Historic Low Water Line*

*Based on DEP-supplied GIS shapfiles.

Scale 1:4,800
 1 inch = 400 feet

Basemap: Bing Aerial Imagery, ESRI

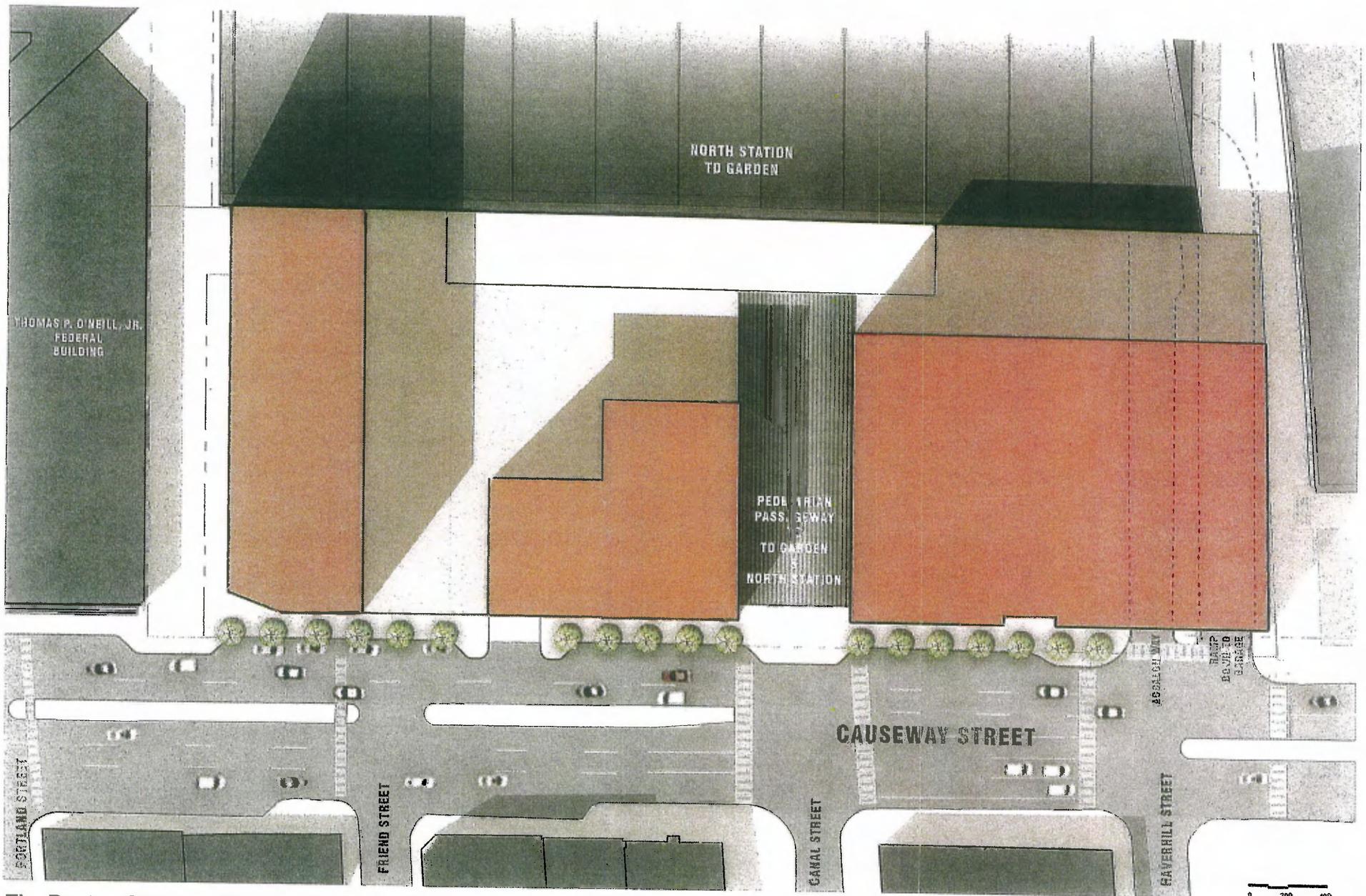


Image courtesy of the USGS, 2013 Microsoft Corporation

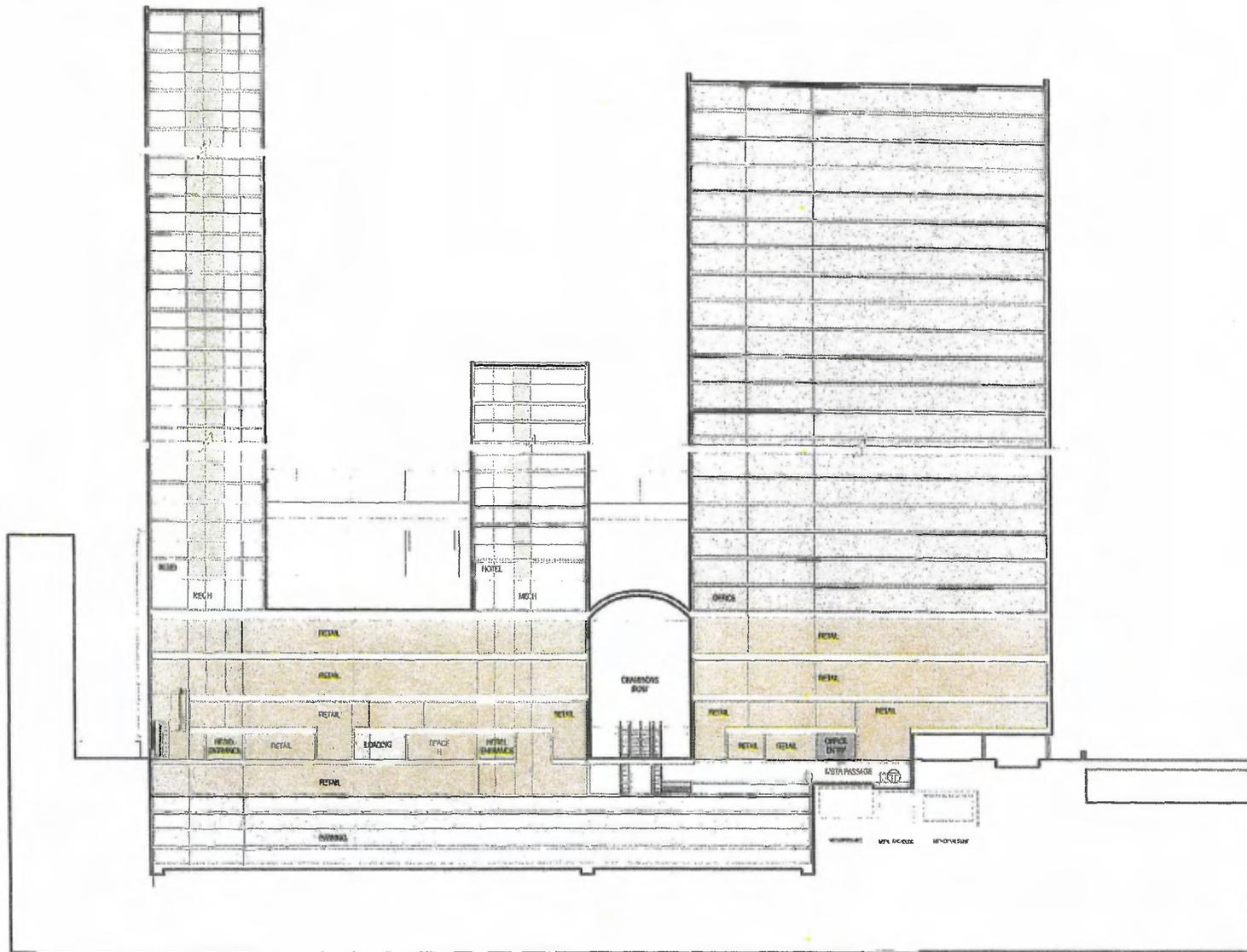
The Boston Garden Boston, MA



Figure 3
Environmental Constraints



The Boston Garden Boston, MA



0 30ft 60ft
BUILDING SECTION EAST-WEST

The Boston Garden Boston, MA

ELKUS | MANFREDI
 ARCHITECTS

Figure 5
 Section

Attachment B

Site and Permitting History

ATTACHMENT B SITE AND PERMITTING HISTORY

Background Information

The Project site is part of a larger redevelopment area that has a permitting history dating back over several decades. Planning efforts for the redevelopment of the North Station area began as early as 1960 by area merchants. By 1977, the BRA had become a leading proponent for economic redevelopment within the North Station area and was responsible for the preparation of numerous studies and reports for various development alternatives. One of the reports, the "North Station Final Project Report, Application for Project Execution, Submitted to Executive Office of Communities and Development, Commonwealth of Massachusetts" led to the adoption, in August of 1980, of the North Station Urban Renewal Plan (the "Urban Renewal Plan"). The planning and design objectives of the Urban Renewal Plan included the development of a program of uses, including office space (1,000,000 square feet), retail commercial space (200,000 square feet), and parking (1,500 spaces) within Sub-Area I, which includes the Project site.

In 1985, the City issued a request for proposals in the form of a document entitled, "Design Development Guidelines: Nashua Street Parking Lot, North Station, City of Boston Public Facilities Department" (the "RFP"). This document requested proposals for a multi-use development on the City-owned Nashua Street parking lot at North Station, including a new or substantially renovated arena, office and retail space, a hotel, housing, and parking. A few years later, in 1989, the BRA adopted Article 39 of the Boston Zoning Code, which established the zoning for the North Station Economic Development Area (EDA).

Three separate development proposals were submitted to the City in response to the RFP, but none were acceptable to the City. In 1987, New Boston Garden Corporation ("NBGC") submitted its own development proposal to the City in response to the RFP. In June of 1988, NBGC received notice of the City's intent to grant NBGC tentative designation to redevelop Boston Garden/North Station. In January 1989, a Memorandum of Agreement (MOA) was reached between the City, the BRA, and NBGC establishing the terms and conditions of the development program. The MOA permitted NBGC to construct a new arena on city-owned air rights behind the old Boston Garden and to develop a total of 2,300,000 square feet of commercial space on the site of the old Boston Garden and adjacent parcels. In February of 1989, a MOA was reached between NBGC and the Massachusetts Bay Transportation Authority (MBTA), the owners of the commuter rail facilities at North Station. Together, these two agreements provided that NBGC, the City, the BRA, and the MBTA would cooperate in the development efforts for the North Station/Boston Garden area as part of a unique public and private partnership, including construction of a new arena in air rights over the MBTA's North Station commuter rail facilities and underground parking garage.

As described in the Draft Project Impact Report / Draft Environmental Impact Report (DPIR/DEIR) for the redevelopment of the Boston Garden/North Station, the area was proposed to include the construction of a new multi-purpose arena near the existing Boston Garden site, a commercial component of three buildings containing 2,300,000 square feet of office and retail space, a public concourse containing a minimum of 16,000 square feet, and an underground parking garage for 1,100 vehicles (the "Original Proposal"). Several phases of the public/private development efforts for the North Station/Boston Garden area have already been completed, including (i) construction of the underground MBTA parking garage, which contains parking for 1,275 vehicles; (ii) relocation of the MBTA Green Line; (iii) creation of a new underground rapid transit station serving both the MBTA Orange and Green Lines; (iv) extension of the MBTA North Station commuter rail platforms; (v) construction of the 16,000 square foot public concourse; and (vi) construction of the TD Garden (the "New Arena"). Another phase of the development, consisting of a residential project known as the "Nashua Street Residences", is expected to begin construction soon. The final phase, consisting of the proposed Project will complete the City's vision for the Boston Garden/North Station area, and create long-awaited synergies with the New Arena and North Station, and with Causeway Street, that will combine to make the heart of this district a vibrant and exciting place to live, work, visit and shop.

In addition to the developments described above, several significant roadway improvements have been made in and around the North Station/Boston Garden area. These improvements include the redesign of Nashua Street to accommodate traffic from the MBTA Garage, reconstruction of Merrimac Street, and the depression of the Central Artery. Note that environmental review of the Central Artery/Tunnel Project included, as part of the expected background growth, a program similar to the Original Proposal described above, thereby leading to a roadway design which could accommodate traffic from a large scale development on the Project site.

Development Review/Permitting History

The New Arena and the Nashua Street Residences projects have undergone extensive review under MEPA and under Article 80 of the Boston Zoning Code. Highlights of the permitting history are set forth below:

1. Review of the New Arena

Review of the New Arena was studied under EOE A #7701. A DPIR/DEIR for the Original Proposal was submitted to the BRA and MEPA in October 1990. The BRA issued a preliminary adequacy determination scoping further study in a Final Project Impact Report (FPIR) for the New Arena portion of the Project, and allowed the detailed environmental study of the commercial development, which included two office buildings, a third office or hotel building, a retail base, and a six level underground parking garage (the "Proposed Commercial Component"), to be deferred until the balance of the project was more defined. An FPIR was submitted to the BRA for the New Arena on August 13, 1992, and an

Adequacy Determination was issued by the BRA on September 28, 1992 for the New Arena portion of the project only.

Similarly, a request for a Phase I waiver was submitted to the Executive Office of Environmental Affairs (now the Executive Office of Energy and Environmental Affairs [EEA]) in October 1990, in association with the DPIR/DEIR for the project, to permit the New Arena portion of the project to proceed while allowing the detailed environmental study of the Proposed Commercial Component to be deferred. EEA issued the Final Record of Decision for the New Boston Garden on January 3, 1991, allowing the New Arena to be built as a replacement for the existing Boston Garden. Environmental study of the Proposed Commercial Component was deferred until the remainder of the development was proposed for construction.

2. Review of the Nashua Street Residences Project

In 2003, NBGC decided to pursue the development of a residential building on a parcel of land bounded by Nashua Street to the west, Partners HealthCare property to the North, the New Arena/North Station Commuter Rail to the east and the Thomas P. O'Neill Federal Building to the South (the "Nashua Street Site"). Following meetings with both the BRA and MEPA, it was determined that the MEPA and BRA files for the New Arena and the Proposed Commercial Component would be closed and new filings would be made just for the residential project. Review of the "Nashua Street Residences" underwent an extensive public review process under Article 80 of the Boston Zoning Code, including review of a Project Notification Form (PNF) filed on April 2, 2004 and a joint DPIR/DEIR filed on October 15, 2004. The BRA Board voted on April 7, 2005 to authorize the Director to issue a Preliminary Adequacy Determination for the Nashua Street Residences, which was issued by the Director on May 5, 2005. A Notice of Project Change (NPC) was filed with the BRA on May 25, 2006, which requested the conversion of proposed rental apartment units into condominium units and an increase in the number of parking spaces. The NPC was approved by the BRA Board on August 10, 2006.

Nashua Street Residences also underwent an extensive review process under MEPA under EOEA #13253, including review of an Environmental Notification Form (ENF) filed on April 15, 2004, a joint DPIR/DEIR filed on October 15, 2004, and a Final Environmental Impact Report (FEIR) filed on February 15, 2005. A MEPA Certificate on the FEIR was issued on April 1, 2005. An Advisory Opinion was issued resulting in no finding, no Lapse of Time under the MEPA regulations as of December 14, 2010.

In 2012, NBGC entered into an agreement to sell the Nashua Street Site to AvalonBay Communities, Inc. ("AvalonBay"). A Notice of Project Change was filed by AvalonBay on November 16, 2012, and the BRA Board voted to waive further review of the project on February 14, 2013.

On January 31, 2013, AvalonBay submitted a Notice of Project Change to MEPA requesting an increase in square footage from 572,071 sf to 636,551 sf, as well as an increase of 140 units and decrease of 25 parking spaces. On March 8, 2013, it was determined that no further MEPA review was required.

Attachment C
Circulation List

ATTACHMENT C CIRCULATION LIST

Robert K. Sullivan, Jr., Secretary
Executive Office of Energy and
Environmental Affairs
Attn: MEPA Office
100 Cambridge Street, Suite 900
Boston, MA 02114

Department of Environmental Protection
Attn: Commissioner's Office/MEPA
Coordinator
One Winter Street
Boston, MA 02108

Department of Environmental Protection
Northeast Regional Office
Attn: MEPA Coordinator
205B Lowell Street
Wilmington, MA 01887

Massachusetts Department of Transportation
Public/Private Development Unit
10 Park Plaza
Boston, MA 02116

Massachusetts Department of Transportation
District #6
Attn: MEPA Coordinator
185 Kneeland Street
Boston, MA 02111

Massachusetts Historical Commission
The MA Archives Building
220 Morrissey Boulevard
Boston, MA 02125

Metropolitan Area Planning Council
60 Temple Place, 6th Floor
Boston, MA 02111

Office of Coastal Zone Management
Attn: Project Review Coordinator
251 Causeway Street, Suite 800
Boston, MA 02114

Division of Marine Fisheries
Attn: Environmental Reviewer
30 Emerson Avenue
Gloucester, MA 01930

Energy Facilities Siting Board
Attn: MEPA Coordinator
One South Station
Boston, MA 02110

Division of Energy Resources
Attn: MEPA Coordinator
100 Cambridge Street, 10th floor
Boston, MA 02114

Massachusetts Water Resource Authority
Attn: MEPA Coordinator
100 First Avenue
Charlestown Navy Yard
Boston, MA 02129

Massachusetts Bay Transit Authority
Attn: MEPA Coordinator
10 Park Plaza, 6th Floor
Boston, MA 02216-3966

Boston Redevelopment Authority
Attn: Peter Meade, Director
One City Hall Plaza, 9th Floor
Boston, MA 02201

Boston City Council
Attn: Stephen J. Murphy, President
One City Hall Plaza, Suite 550
Boston, MA 02201

Boston Conservation Commission
Boston Environment Department
One City Hall Plaza, Room 805
Boston, MA 02201

Boston Public Health Commission
1010 Massachusetts Avenue, 2nd Floor
Boston, MA 02118

Attachment D

Anticipated Permits and Approvals

ATTACHMENT D ANTICIPATED PERMITS AND APPROVALS

The table below provides a preliminary list of local and federal permits and approvals that are anticipated to be required for the Project. It is possible that only some of these permits or actions will be required, or that additional permits or actions will be required.

AGENCY	Permit / Approval
<i>Local</i>	
Boston Redevelopment Authority	Article 80B Large Project Review Planned Development Area Review (if applicable) Design Review
Either Boston Zoning Commission or Boston Zoning Board of Appeal	Establish Planned Development Area Zoning Relief
Boston Civic Design Commission	Design Review
Boston Transportation Department	Transportation Access Plan Agreement Construction Management Plan
Boston Water and Sewer Commission	Water and sewer connection/discharge permits Temporary Construction Dewatering Permit (if required) Cross-connection permit (if required) Site Plan Review
Public Works Department	Curb cut permits (if applicable)
Public Safety Commission	Permit to erect and maintain parking structure
Committee on Licenses/Fire Department	Garage Permit Permit for Storage of Inflammables Fire Safety Permits
Public Improvement Commission	Improvements within public streets or sidewalks Maintenance Agreement Street discontinuances (if applicable) Curb Cuts (if applicable)
Boston Air Pollution Control Commission	Parking Freeze Permit for non-exempt parking spaces included in the Project
Boston Parks Commission	Approval for erection or alteration of a building within 100 feet of a park (if applicable)
Inspectional Services Department	Demolition, Foundation, Building and Occupancy Permits
<i>Federal</i>	
Federal Aviation Administration	Determination of No Hazard to Air Navigation (for building and crane)
U.S. Environmental Protection Agency	NPDES Notice of Intent for Construction (if required)

HARD COPY OF PNF PROVIDED UNDER SEPARATE COVER

EXPANDED PROJECT NOTIFICATION FORM

The Boston Garden



Submitted to:
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Submitted by:
Boston Properties Limited Partnership
800 Boylston Street, 19th Floor
Boston, MA 02199

Prepared by:
Epsilon Associates, Inc.
3 Clock Tower Place, Suite 250
Maynard, MA 01754

and

Boston Garden Development Corporation
TD Garden
100 Legends Way
Boston, MA 02114

In Association with:
Elkus Manfredi Architects
Goodwin Procter LLP
GZA GeoEnvironmental, Inc.
Vanasse and Associates, Inc.
Vanasse Hangen Brustlin, Inc.

September 6, 2013

Epsilon
ASSOCIATES INC

Draft Environmental Impact Report

The Boston Garden



Submitted to:
Executive Office of Energy
and Environmental Affairs
MEPA Office
100 Cambridge Street, Suite 900
Boston, MA 02114

Submitted by:
Boston Properties Limited Partnership
800 Boylston Street, 19th Floor
Boston, MA 02199

Prepared by:
Epsilon Associates, Inc.
3 Clock Tower Place, Suite 250
Maynard, MA 01754

and

Boston Garden Development Corporation
TD Garden
100 Legends Way
Boston, MA 02114

In Association with:
Elkus Manfredi Architects
Goodwin Procter LLP
GZA GeoEnvironmental, Inc.
Vanasse and Associates, Inc.
Vanasse Hangen Brustlin, Inc.

September 30, 2013

Epsilon
ASSOCIATES INC.

APPENDIX H-1

Proposed 6A Contract for Podium Building, Atrium Hall and Garden Improvements

CONTRACT BETWEEN THE CITY OF BOSTON AND PODIUM OWNER, LP PURSUANT TO SECTION 6A OF CHAPTER 121A OF THE MASSACHUSETTS GENERAL LAWS

This Contract executed as of the ___ day of [_____, 2013], under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, is by and between Podium Owner, LP, a Delaware limited partnership (hereinafter called the "**Owner**") and the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (hereinafter called the "**City**").

WITNESSETH THAT:

WHEREAS, Boston Garden Development Corp. and Boston Properties Limited Partnership caused to be filed with the Boston Redevelopment Authority (the "**Authority**") an Application for Authorization and Approval by the Authority of a Project Under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, each as amended, dated September 3, 2013, revised on October 22, 2013 and updated on December 6, 2013 (collectively, the "**Application**"), with respect to a mixed-use development of approximately 1,870,000 square feet on a parcel of land more particularly described on Exhibit A attached hereto (the "**Project Area**");

WHEREAS, such Application was approved by the Authority by vote on [November __, 2013], adopting a certain Report and Decision (the "**Report and Decision**");

WHEREAS, the Mayor of the City approved the Authority's approval on [_____, 2013];

WHEREAS, the vote of the Authority and the approval of the Mayor of the City were filed with the office of the City Clerk on [_____, 2013] (the "**Approval Date**");

WHEREAS, following acquisition of the portion of the Project Area described on Exhibit A-1 attached hereto (the "**Podium Project Area**"), the Owner will enter into a ground lease of the Podium Project Area (the "**Ground Lease**") with Podium Developer LLC, an affiliate of the Owner (the "**Developer**") for development of the following Project components (each a "**Project Component**" and collectively, the "**Project Components**");

- (i) 187,500 +/- square feet of retail space on the west side of a podium containing four stories plus one level below grade (the "**West Podium Retail Component**");

- (ii) 47,500 +/- square feet of retail space on the east side of the podium referred to above containing two stories plus one level below grade (the “**East Podium Retail Component**”); and
- (iii) 142,000 +/- square feet of flex office/retail space on the east side of the podium referred to above containing four stories (the “**Flex Office/Retail Component**”).

The West Podium Retail Component, East Podium Retail Component and the Flex Office/Retail Component together comprise the “**Podium Building**”;

- (iv) a connection, partially enclosed, of between 10,000 and 25,000 square feet and to be known as “Champion’s Row”, connecting Causeway Street to North Station and the TD Garden (the “**Atrium Hall**”); and
- (v) an expansion of the accessory space within TD Garden on levels three through seven containing approximately 40,000 square feet for additional circulation areas, amenities and accessory space (no additional seating) (the “**Garden Improvements**”).

WHEREAS, the West Podium Retail Component, the East Podium Retail Component, the Flex/Office Retail Component, the Atrium Hall and the Garden Improvements are collectively referred to herein as the “**Podium Portion of the Project**”; and

WHEREAS, the City and the Owner desire to enter into this contract (this “**Contract**”).

NOW, THEREFORE, the Owner and the City agree, effective as January 1, 2014 (the “**Effective Date**”), as follows:

1. The Owner hereby agrees with the City that, subject to paragraph 8 hereof, all activities of the Owner will be undertaken in accordance with the provisions of Chapter 121A as now in effect, and the Report and Decision, as amended, including without limitation the Minimum Standards for the Financing, Construction, Maintenance and Management of the Project referenced therein (collectively, the “**Approval**”), which are incorporated herein by reference. Such activities of the Owner will include acquisition of the Podium Project Area, leasing the Podium Project Area to the Developer, and causing the Podium Portion of the Project to be constructed, maintained and managed.
2. Subject to the provisions and limitations of this Contract, the Owner will pay to the Department of Revenue of the Commonwealth of Massachusetts (“**DOR**”), for each calendar year during which the Owner is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the urban redevelopment excise required under Section 10 of Chapter 121A (the “**Excise Tax**”).
3. Subject to the provisions and limitations of this Contract, including without limitation the provisions of clause d. of this section, the Owner will pay to the City with respect to each calendar year during which the Owner is subject to Chapter 121A and has the benefit of

the tax exemption provided thereunder (and a pro-rated amount with respect to any portion of a calendar year during which the Owner is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder), commencing on the Effective Date and ending on the date on which the Project is no longer subject to Chapter 121A, the amount (the "**Differential**"), if any, by which the following amounts (the "**Contract Amount**") exceed the Excise Tax for such calendar year:

- a. Construction Period. During the period (the "**Construction Period**") commencing on the Effective Date and ending on the last day of the calendar year following the first January 1 on which "**Construction Completion**" (as such term is defined below) has been achieved, the Contract Amount payable by the Owner for each such calendar year shall equal the applicable annual fixed payment set forth below (pro-rated with respect to the first partial calendar year following the Effective Date):

2014	[]
2015	[]
2016	[]
2017	[]

For purposes hereof, "**Construction Completion**" shall be deemed to have occurred when both of the following events shall have occurred: (i) a Certificate of Completion has been issued by the Authority for the Podium Portion of the Project, and (ii) certificate(s) of occupancy (temporary or permanent) have been issued for all non-tenant portions of the Podium Portion of the Project. If Construction Completion is not achieved by January 1, 2017 (or by January 1 of any following year), then the Contract Amount specified above for 2017 shall remain applicable during each calendar year until the calendar year following January 1 on which Construction Completion has been achieved.

- b. Stabilization Period. In any calendar year following January 1 on which Construction Completion has been achieved, if the Podium Portion of the Project has not achieved Stabilization (as such term is defined below) as of January 1 of that year, the Contract Amount payable by the Owner for such calendar year shall be reduced by 50%. The term "**Stabilization**" shall mean the first to occur of (i) the point in time when at least 95% of the rentable area of the Podium Portion of the Project is actually leased and occupied by rent-paying tenants (but excluding, for this purpose only, space leased to the Owner and any affiliate thereof as described above, except to the extent that such space is occupied by such party or by a subtenant thereof) pursuant to leases or other occupancy arrangements of any kind, or (ii) the date which is thirty (30) months after the end of the Construction Period.
- c. Operation Period. In any calendar year following January 1 on which the Podium Portion of the Project has achieved Stabilization (the "**Operation Period**"), and ending on the date on which the Project is no longer subject to Chapter 121A of

the General Laws, the Contract Amount payable with respect to each Project Component included within the Podium Portion of the Project shall be as set forth in **Exhibit B**.

Payment of amounts due under this Section 3 shall be pro rated for any partial year during the periods governed by this Agreement. Payments to the City, by and through its Collector-Treasurer, of any differential shall be made by no later than April 1 of each calendar year in which payment is due.

- d. **Right to terminate.** In the event that the Owner concludes that the amount of payments due under this Section 3, either during the Stabilization Period or during the Operation Period will exceed, by ten percent (10%) or more, the amount of real estate taxes that would be due and payable under Massachusetts General Laws Chapter 59 with respect to one or more of the Project Components included within the Podium Portion of the Project as set forth in **Exhibit B**, the Owner shall have the right to terminate this Agreement with respect to such Project Component(s) in accordance with the provisions set forth in Section 7 below, and in the event of such termination, such Project Component(s) shall automatically be deemed withdrawn from the Project Area, and shall no longer have the benefits or be subject to the restrictions and limitations imposed by Chapter 121A. Notwithstanding the foregoing, any deviations and/or permissions granted in the Approval, as the same may hereinafter be amended, with respect to such Project Component(s), shall remain in full force and effect in perpetuity.
4. The Owner shall file with the Assessing Department by February 10th of each calendar year during which this Contract is in effect a computation for such calendar year under the applicable formula set forth in Section 3 above certified by an authorized representative of the Owner. Further, the Owner shall file with the Assessing Department and the Collector-Treasurer of the City by April 1st of each calendar year during which this Contract is in effect (i) a certified copy of the Owner's urban redevelopment excise tax return for the preceding calendar year as filed with the DOR; and (ii) a statement of profit and loss, a balance sheet and a statement of receipts and disbursements.
5. The Owner hereby authorizes the Commissioner of Assessing, or a representative of the Commissioner designated in writing, to examine from time to time all urban redevelopment excise tax returns and attachments thereto filed by the Owner with the DOR by the Owner. No further evidence of this authorization shall be required.
6. Any Overpayment (as defined below) by the Owner with respect to any calendar year shall be refunded by the City to the Owner within sixty (60) days of the sending of a written notice to the City by the Owner of the discovery of such overpayment, and only if the Overpayment is not due to the Owner's failure to provide the financial information required by this contract. In the event that the amount of any Overpayment is not refunded prior to the date on which the next payment by the Owner becomes due under this Contract, the Owner shall, notwithstanding anything else herein to the contrary, be entitled to offset the amount of such Overpayment against such next payment. For

purposes of this Contract, an Overpayment by the Owner with respect to any calendar year shall include: (A) amounts paid by the Owner to the Commonwealth of Massachusetts with respect to the Podium Portion of the Project pursuant to Sections 10, 15 and 18C of Chapter 121A which exceed for such calendar year the Contract Amount; and (B) any amounts paid by the Owner to the City as real estate taxes pursuant to Massachusetts General Laws, Chapter 59 with respect to the Podium Portion of the Project for any period during which this Contract is in effect, whether assessed to the Owner or to any predecessor in title of the Owner; and (C) amounts paid as a different or additional tax resulting from the replacement of the current method of assessment of real estate taxes, in whole or in part, by a different method or type of tax or the imposition of an additional type of tax to supplement the current method of assessing real estate taxes, in either case upon the Owner, the Developer, the tenant(s), subtenant(s) and/or subsubtenants of the Owner, the Developer, or the Podium Portion of the Project (such different or additional tax, for example, would include a general or a specific assessment, user fee, tax on real estate rental receipts or any other tax imposed on or required to be collected and paid over by the Owner, the Developer under the Ground Lease, or subtenants thereof for the privilege of doing business in the City, for the employ of employees in the City or for the consummation of sales in or from the City or levied against real estate or upon the owners or users of real estate as such rather than persons generally for any period during which this Contract is in effect); and (D) any amounts paid by the Owner in excess of amounts actually due as a result of calculation error, inaccurate information, inadvertent mistake or other cause.

7. The Assessing Department hereby determines, in accordance with the seventh paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property constituting the Podium Portion of the Project, as of January 1, 2014, and for each succeeding January 1 of the year next following the year in which the Owner's property tax exemption under Chapter 121A shall terminate, shall be the amount which, when used in the computation of the Excise Tax for or with respect to the previous calendar year, would result in an Excise Tax no greater than the Contract Amount due for such prior calendar year. The Assessing Department agrees to certify as to each of the foregoing fair cash value dates and amounts to the Department of Revenue and the Owner on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A. The Assessing Department acknowledges that the Podium Portion of the Project constitutes all the real and personal property of the Owner for which it is required to establish a fair cash value under the provisions of Section 10 of Chapter 121A. The Owner may exercise its right to terminate this Agreement with respect to one or more of the Project Components included within the Podium Portion of the Project as permitted in Section 3.d. above by sending written notice to the City prior to October 1st of any calendar year in which this Agreement is in effect, in which event this Agreement shall terminate with respect to such Project Components as of December 31st of the year in which such termination notice is delivered and the provisions of Section 9 below shall be applicable.
8. The obligations of the Owner under this Contract and the Report and Decision are conditioned in all respects upon (i) the acquisition of the Podium Project Area by the

Owner; (ii) the execution of the ground lease described in the Report and Decision; (iii) the issuance of all permissions, variances, exceptions, permits and licenses which may be required with respect to the construction, maintenance and management of the Podium Portion of the Project; and (iv) the Podium Portion of the Project being exempt from taxation under Section 10 of Chapter 121A as provided in the Report and Decision. The Owner shall not be held in any way liable for delays which may occur in the construction, repair and maintenance of the Podium Portion of the Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Owner's reasonable control. The Owner agrees to use reasonable efforts to cause all such permissions, variances, exceptions, permits and licenses to be secured and all such delays to be overcome.

9. This Contract shall continue for a term commencing on January 1, 2014, and terminating on January 1, 2039, subject to any rights the Owner has under the Report and Decision to seek to terminate the status of the Podium Portion of the Project as a 121A project.

Notwithstanding the foregoing, upon termination of this Contract the Owner shall pay or cause to be paid a gap payment to cover the time period between the termination date and the date the Podium Portion of the Project becomes taxable pursuant to Chapter 59 of the General Laws. The gap payment shall be equal to the Contract Amount that would have been made for such period if the Podium Portion of the Project had remained subject to this Contract. The gap payment for the balance of the calendar year during which this Contract terminates shall be payable on or before March 15 of the year following the year in which the Contract terminates. Such amount for the first six (6) months of the year following the year in which this Contract terminates shall be payable on or before June 30 of the year following the year in which this Contract terminates. After termination, the Podium Portion of the Project shall not be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this Contract as provided in Chapter 121A; provided, however, the deviations and permissions granted by the Authority pursuant to the Report and Decision shall survive such termination and shall remain in effect.

10. The Owner and the City agree that, without mutual consent, any amendment subsequent to the delivery of this Contract of any of the provisions of Chapter 121A of the General Laws or of Chapter 652 of the Acts of the 1960 or of the Rules, Regulations and Standards now applicable to the Podium Portion of the Project shall not affect this Contract.
11. All notices required or permitted pursuant to this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the Owner, as the case may be, and shall be either hand delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

The Owner:

Podium Owner, LP
c/o Boston Garden Development Corp.
100 Legends Way
Boston, MA 02114
Tel: (617) 624-3051
Fax: (617) 624-3061
Attention: Christopher Maher, Vice President

with copies to:

Boston Properties Limited Partnership
800 Boylston Street, 19th Floor
Boston, MA 02199
Tel: (617) 236-3491
Fax: (617) 536-4233
Attention: Michael A. Cantalupa, Senior Vice President- Development

and

Goodwin Procter LLP
Exchange Place
Boston, MA 02109
Tel: (617) 570-1371
Fax: (617) 523-1231
Attention: Martin R. Healy, Esq.

and

Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Attention: Barry D. Green, Esq.

12. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each and every obligation and condition contained in this Contract, in the Approval or in any agreement or undertaking relating to the Approval is and shall be construed to apply separately to the owner of any separate portion of the Podium Portion of the Project and a default by the owner of any separate portion of the Podium Portion of the Project, under the Approval or under any such agreement or undertaking, shall not constitute a default by the owner of another portion or the Owner. The liability of the undersigned shall be limited solely to its interest in the Project, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Owner or its successors or assigns (including, without limitation, mortgagees), or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, shall have or be subject to any personal liability hereunder. After any termination under Chapter 121A as to the Podium Portion of the

Project, or transfer of the Podium Portion of the Project and the Podium Project Area to another party, or termination or transfer of any portion thereof, each in accordance with the Approval by the Authority or as otherwise approved by the Authority, the Owner shall no longer be subject to the obligations hereof and shall have no further liability hereunder with respect to the Podium Portion of the Project or such portion of the Podium Portion of the Project, as the case may be, the City agreeing to look solely to such transferee.

13. If any provision of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

[Signatures follow]

EXECUTED as of the ____ day of _____, 2013.

Podium Owner, LP

By: [General Partner entity]

By: _____

EXECUTED as a sealed instrument as of the day first above written.

CITY OF BOSTON

By: _____
Thomas M. Menino, Mayor

By: _____
Ronald W. Rakow
Commissioner of Assessing

APPROVED AS TO FORM:

William F. Sinnot, Esq.
City of Boston Corporation Counsel

EXHIBIT A TO PODIUM 6A AGREEMENT
Legal Description
Project Area

EXHIBIT A-1 TO PODIUM 6A AGREEMENT
Legal Description
Podium Project Area

EXHIBIT B TO PODIUM 6A AGREEMENT

CAL. YR.	TOTAL CONTRACT AMOUNT	WEST PODIUM RETAIL	EAST PODIUM RETAIL	FLEX/OFFICE RETAIL	ATRIUM HALL	GARDEN IMPROVEMENTS
2014	Const. Period				0	
2015	Const. Period				0	
2016	Const. Period				0	
2017	[]				0	
2018	[]				0	
2019	[]				0	
2020	[]				0	
2021	[]				0	
2022	[]				0	
2023	[]				0	
2024	[]				0	
2025	[]				0	
2026	[]				0	
2027	[]				0	
2028	[]				0	
2029	[]				0	
2030	[]				0	
2031	[]				0	
2032	[]				0	
2033	[]				0	
2034	[]				0	
2035	[]				0	
2036	[]				0	
2037	[]				0	
2038	[]				0	

APPENDIX H-2

Proposed 6A Contract for the Garage Expansion

**CONTRACT BETWEEN THE CITY OF BOSTON AND
GARAGE EXPANSION OWNER, LP
PURSUANT TO SECTION 6A OF CHAPTER 121A OF THE
MASSACHUSETTS GENERAL LAWS**

This Contract executed as of the ____ day of [_____, 2013], under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, is by and between Garage Expansion Owner, LP, a Delaware limited partnership (hereinafter called the "**Owner**") and the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (hereinafter called the "**City**").

WITNESSETH THAT:

WHEREAS, Boston Garden Development Corp. and Boston Properties Limited Partnership caused to be filed with the Boston Redevelopment Authority (the "**Authority**") an Application for Authorization and Approval by the Authority of a Project Under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, each as amended, dated September 3, 2013, revised on October 22, 2013 and updated on December 6, 2013 (collectively, the "**Application**"), with respect to a mixed-use development of approximately 1,870,000 square feet on a parcel of land more particularly described on **Exhibit A** attached hereto (the "**Project Area**");

WHEREAS, such Application was approved by the Authority by vote on [November __, 2013], adopting a certain Report and Decision (the "**Report and Decision**");

WHEREAS, the Mayor of the City approved the Authority's approval on [_____, 2013];

WHEREAS, the vote of the Authority and the approval of the Mayor of the City were filed with the office of the City Clerk on [_____, 2013] (the "**Approval Date**");

WHEREAS, following acquisition of the portion of the Project Area described on **Exhibit A-1** attached hereto (the "**Garage Expansion Project Area**"), the Owner will enter into a ground lease of the Garage Expansion Project Area (the "**Ground Lease**") with Garage Expansion Developer LLC, an affiliate of the Owner (the "**Developer**") for development of an underground garage for 800 vehicles (the "**Garage Expansion**");

WHEREAS, the City and the Owner desire to enter into this contract (this "**Contract**").

NOW, THEREFORE, the Owner and the City agree, effective as January 1, 2014 (the "**Effective Date**"), as follows:

1. The Owner hereby agrees with the City that, subject to paragraph 8 hereof, all activities of the Owner will be undertaken in accordance with the provisions of Chapter 121A as

now in effect, and the Report and Decision, including without limitation the Minimum Standards for the Financing, Construction, Maintenance and Management of the Project referenced therein (collectively, the "**Approval**"), which are incorporated herein by reference. Such activities of the Owner will include acquisition of the Garage Expansion Project Area, leasing the Garage Expansion Project Area to the Developer, and causing the Garage Expansion to be constructed, maintained and managed.

2. Subject to the provisions and limitations of this Contract, the Owner will pay to the Department of Revenue of the Commonwealth of Massachusetts ("**DOR**"), for each calendar year during which the Owner is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the urban redevelopment excise required under Section 10 of Chapter 121A (the "**Excise Tax**").

3. Subject to the provisions and limitations of this Contract, including without limitation the provisions of clause d. of this section, the Owner will pay to the City with respect to each calendar year during which the Owner is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder (and a pro-rated amount with respect to any portion of a calendar year during which the Owner is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder), commencing on the Effective Date and ending on the date on which the Project is no longer subject to Chapter 121A, the amount (the "**Differential**"), if any, by which the following amounts (the "**Contract Amount**") exceed the Excise Tax for such calendar year:

- a. Construction Period. During the period (the "**Construction Period**") commencing on the Effective Date and ending on the last day of the calendar year following the first January 1 on which "**Construction Completion**" (as such term is defined below) has been achieved, the Contract Amount payable by the Owner for each such calendar year shall equal the applicable annual fixed payment set forth below (pro-rated with respect to the first partial calendar year following the Effective Date):

2014	[]
2015	[]
2016	[]
2017	[]

For purposes hereof, "**Construction Completion**" shall be deemed to have occurred when both of the following events shall have occurred: (i) a Certificate of Completion has been issued by the Authority for the Garage Expansion, and (ii) certificates(s) of occupancy (temporary or permanent) have been issued for all non-tenant portions of the Garage Expansion. If Construction Completion is not achieved by January 1, 2017 (or by January 1 of any following year), then the Contract Amount specified above for 2017 shall remain applicable during each calendar year until the calendar year following January 1 on which Construction Completion has been achieved.

- b. Stabilization Period. In any calendar year following January 1 on which Construction Completion has been achieved, if the Garage Expansion has not achieved Stabilization (as such term is defined below) as of January 1 of that year, the Contract Amount payable by the Owner for such calendar year shall be reduced by 50%. The term “**Stabilization**” shall mean: (i) the date upon which 450 parking spaces become available for occupancy as commercial parking spaces and the Podium Building (as defined in the Application) is completed and occupied allowing use of parking spaces in the Garage Expansion as accessory parking, or (ii) the date which is thirty (30) months after the end of the Construction Period, whichever occurs first.
- c. Operation Period. In any calendar year following January 1 on which the Garage Expansion has achieved Stabilization (the “**Operation Period**”), and ending on the date on which the Project is no longer subject to Chapter 121A of the General Laws, the Contract Amount payable with respect to the Garage Expansion shall be as set forth in Exhibit B.

Payment of amounts due under this Section 3 shall be pro rated for any partial year during the periods governed by this Agreement. Payments to the City, by and through its Collector-Treasurer, of any differential shall be made by no later than April 1 of each calendar year in which payment is due.

- d. Right to terminate. In the event that the Owner concludes that the amount of payments due under this Section 3, either during the Stabilization Period or during the Operation Period will exceed, by ten percent (10%) or more, the amount of real estate taxes that would be due and payable with respect to the Garage Expansion under Massachusetts General Laws Chapter 59, the Owner shall have the right to terminate this Agreement in accordance with the provisions set forth in Section 7 below, and in the event of such termination, the Garage Expansion shall automatically be deemed withdrawn from the Project Area, and shall no longer have the benefits or be subject to the restrictions and limitations imposed by Chapter 121A. Notwithstanding the foregoing, any deviations and/or permissions granted in the Approval, as the same may hereinafter be amended, with respect to Garage Expansion, shall remain in full force and effect in perpetuity.
4. The Owner shall file with the Assessing Department by February 10th of each calendar year during which this Contract is in effect a computation for such calendar year under the applicable formula set forth in Section 3 above certified by an authorized representative of the Owner. Further, the Owner shall file with the Assessing Department and the Collector-Treasurer of the City by April 1st of each calendar year during which this Contract is in effect (i) a certified copy of the Owner's urban redevelopment excise tax return for the preceding calendar year as filed with the DOR; and (ii) a statement of profit and loss, a balance sheet and a statement of receipts and disbursements.

5. The Owner hereby authorizes the Commissioner of Assessing, or a representative of the Commissioner designated in writing, to examine from time to time all urban redevelopment excise tax returns and attachments thereto filed by the Owner with the DOR by the Owner. No further evidence of this authorization shall be required.
6. Any Overpayment (as defined below) by the Owner with respect to any calendar year shall be refunded by the City to the Owner within sixty (60) days of the sending of a written notice to the City by the Owner of the discovery of such overpayment, and only if the Overpayment is not due to the Owner's failure to provide the financial information required by this contract. In the event that the amount of any Overpayment is not refunded prior to the date on which the next payment by the Owner becomes due under this Contract, the Owner shall, notwithstanding anything else herein to the contrary, be entitled to offset the amount of such Overpayment against such next payment. For purposes of this Contract, an Overpayment by the Owner with respect to any calendar year shall include: (A) amounts paid by the Owner to the Commonwealth of Massachusetts with respect to the Garage Expansion pursuant to Sections 10, 15 and 18C of Chapter 121A which exceed for such calendar year the Contract Amount; and (B) any amounts paid by the Owner to the City as real estate taxes pursuant to Massachusetts General Laws, Chapter 59 with respect to the Garage Expansion for any period during which this Contract is in effect, whether assessed to the Owner or to any predecessor in title of the Owner; and (C) amounts paid as a different or additional tax resulting from the replacement of the current method of assessment of real estate taxes, in whole or in part, by a different method or type of tax or the imposition of an additional type of tax to supplement the current method of assessing real estate taxes, in either case upon the Owner, the Developer, the tenant(s), subtenant(s) and/or subsubtenants of the Owner, the Developer, or the Garage Expansion (such different or additional tax, for example, would include a general or a specific assessment, user fee, tax on real estate rental receipts or any other tax imposed on or required to be collected and paid over by the Owner, the Developer under the Ground Lease, or subtenants thereof for the privilege of doing business in the City, for the employ of employees in the City or for the consummation of sales in or from the City or levied against real estate or upon the owners or users of real estate as such rather than persons generally for any period during which this Contract is in effect); and (D) any amounts paid by the Owner in excess of amounts actually due as a result of calculation error, inaccurate information, inadvertent mistake or other cause.
7. The Assessing Department hereby determines, in accordance with the seventh paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property constituting the Garage Expansion, as of January 1, 2014, and for each succeeding January 1 of the year next following the year in which the Owner's property tax exemption under Chapter 121A shall terminate, shall be the amount which, when used in the computation of the Excise Tax for or with respect to the previous calendar year, would result in an Excise Tax no greater than the Contract Amount due for such prior calendar year. The Assessing Department agrees to certify as to each of the foregoing fair cash value dates and amounts to the Department of Revenue and the Owner on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A. The Assessing Department acknowledges that the Garage

Expansion constitutes all the real and personal property of the Owner for which it is required to establish a fair cash value under the provisions of Section 10 of Chapter 121A. The Owner may exercise its right to terminate this Agreement as permitted under Section 3.d. above by sending written notice to the City prior to October 1st of any calendar year in which this Agreement is in effect, in which event this Agreement shall terminate as of December 31st of the year in which such termination notice is delivered and the provisions of Section 9 below shall be applicable.

8. The obligations of the Owner under this Contract and the Report and Decision are conditioned in all respects upon (i) the acquisition of the Garage Expansion Project Area by the Owner; (ii) the execution of the ground lease described in the Report and Decision; (iii) the issuance of all permissions, variances, exceptions, permits and licenses which may be required with respect to the construction, maintenance and management of the Garage Expansion; and (iv) the Garage Expansion being exempt from taxation under Section 10 of Chapter 121A as provided in the Report and Decision. The Owner shall not be held in any way liable for delays which may occur in the construction, repair and maintenance of the Garage Expansion, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Owner's reasonable control. The Owner agrees to use reasonable efforts to cause all such permissions, variances, exceptions, permits and licenses to be secured and all such delays to be overcome.
9. This Contract shall continue for a term commencing on January 1, 2014, and terminating on January 1, 2039, subject to any rights the Owner has under the Report and Decision to seek to terminate the status of the Garage Expansion as a 121A project.

Notwithstanding the foregoing, upon termination of this Contract the Owner shall pay or cause to be paid a gap payment to cover the time period between the termination date and the date the Garage Expansion becomes taxable pursuant to Chapter 59 of the General Laws. The gap payment shall be equal to the Contract Amount that would have been made for such period if the Garage Expansion had remained subject to this Contract. The gap payment for the balance of the calendar year during which this Contract terminates shall be payable on or before March 15 of the year following the year in which the Contract terminates. Such amount for the first six (6) months of the year following the year in which this Contract terminates shall be payable on or before June 30 of the year following the year in which this Contract terminates. After termination, the Garage Expansion shall not be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this Contract as provided in Chapter 121A; provided, however, the deviations and permissions granted by the Authority pursuant to the Report and Decision, shall survive such termination and shall remain in effect.

10. The Owner and the City agree that, without mutual consent, any amendment subsequent to the delivery of this Contract of any of the provisions of Chapter 121A of the General Laws or of Chapter 652 of the Acts of the 1960 or of the Rules, Regulations and Standards now applicable to the Garage Expansion shall not affect this Contract.

11. All notices required or permitted pursuant to this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the Owner, as the case may be, and shall be either hand delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

The Owner:

Garage Expansion Owner, LP
c/o Boston Garden Development Corp.
100 Legends Way
Boston, MA 02114
Tel: (617) 624-3051
Fax: (617) 624-3061
Attention: Christopher Maher, Vice President

with copies to:

Boston Properties Limited Partnership
800 Boylston Street, 19th Floor
Boston, MA 02199
Tel: (617) 236-3491
Fax: (617) 536-4233
Attention: Michael A. Cantalupa, Senior Vice President- Development

and

Goodwin Procter LLP
Exchange Place
Boston, MA 02109
Tel: (617) 570-1371
Fax: (617) 523-1231
Attention: Martin R. Healy, Esq.

and

Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Attention: Barry D. Green, Esq.

12. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each and every obligation and condition contained in this Contract, in the Approval or in any agreement or undertaking relating to the Approval is and shall be construed to apply separately to the owner of any separate portion of the Garage Expansion and a default by the owner of any separate portion of the Garage Expansion, under the Approval or under any such agreement or undertaking, shall not constitute a default by the owner of another portion or by the Owner. The liability of the undersigned shall be limited solely to its interest in the Project, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Owner or its successors or assigns (including, without limitation, mortgagees), or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, shall have or be subject to any personal liability hereunder. After any termination under Chapter 121A as to the Garage Expansion, or transfer of the Garage Expansion and the Garage Expansion Project Area to another party, or termination or transfer of any portion thereof, each in accordance with the Approval by the Authority or as otherwise approved by the Authority, the Owner shall no longer be subject to the obligations hereof and shall have no further liability hereunder with respect to the Garage Expansion or such portion of the Garage Expansion, as the case may be, the City agreeing to look solely to such transferee.

13. If any provision of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

[Signatures follow]

EXECUTED as of the ____ day of _____, 2013.

Garage Expansion Owner, LP

By: [General Partner entity]

By: _____

EXECUTED as a sealed instrument as of the day first above written.

CITY OF BOSTON

By: _____
Thomas M. Menino, Mayor

By: _____
Ronald W. Rakow
Commissioner of Assessing

APPROVED AS TO FORM:

William F. Sinnot, Esq.
City of Boston Corporation Counsel

EXHIBIT A TO GARAGE EXPANSION 6A AGREEMENT
Legal Description
Project Area

EXHIBIT A-1 TO GARAGE EXPANSION 6A AGREEMENT

Legal Description
Garage Expansion Project Area

EXHIBIT B TO GARAGE EXPANSION 6A AGREEMENT

CALENDAR YEAR	CONTRACT AMOUNT
2014	Construction Period
2015	Construction Period
2016	Construction Period
2017	Construction Period
2018	[]
2019	[]
2020	[]
2021	[]
2022	[]
2023	[]
2024	[]
2025	[]
2026	[]
2027	[]
2028	[]
2029	[]
2030	[]
2031	[]
2032	[]
2033	[]
2034	[]
2035	[]
2036	[]
2037	[]
2038	[]

APPENDIX I

Proposed Regulatory Agreement for Phase One of the Boston Garden Project

Pursuant to Massachusetts General Laws Chapter 121A, Section 18C

THE BOSTON GARDEN PROJECT

This Regulatory Agreement (this “**Agreement**”) is made as of the ___ day of [_____], 2013, by and between PODIUM OWNER, LP and GARAGE EXPANSION OWNER, LP, Delaware limited partnerships with a principal address

_____ (each individually an “**Owner**” and collectively the “**Owners**”) and the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, organized and existing pursuant to Chapter 121B, as amended (“**Chapter 121B**”) of the Massachusetts General Laws and acting hereunder pursuant to the Massachusetts Acts and Resolves of 1960, Chapter 652, as amended (“**Chapter 652**”), and Chapter 121A of the Massachusetts General Laws, as amended (Chapter 652 and Chapter 121A are hereinafter collectively referred to as “**Chapter 121A**”), having a principal business office at One City Hall Square, 9th Floor, Boston, Massachusetts 02201-1007 (the “**Authority**”). The Owners and the Authority are referred to herein as the “**Parties**.”

WITNESSETH THAT:

WHEREAS, an Application for Authorization and Approval by the Authority of a Project Under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, each as amended, dated September 3, 2013, revised on October 22, 2013 and updated on December 6, 2013 (collectively, the “**Application**”) was filed with the Authority with respect to the development of certain land in the North Station neighborhood of Boston shown and described in Exhibit A attached hereto (the “**Project Area**”) by means of the construction of an approximately 1,870,000 square foot mixed-use development, as approved by the Report and Decision, and as more particularly described in Section 2(a) hereof (the “**Project**”);

WHEREAS, the Project will be developed in multiple phases as more particularly described in the Application, and this Agreement applies to Phase One, as more particularly described in Section 2(a) below.

WHEREAS, except as otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in the Application;

WHEREAS, as set forth in the Application and as approved in the Report and Decision (as hereinafter defined), each of the Owners will acquire their respective Project Component Area and then lease it to an affiliate (each such affiliate referred to herein as a “**Developer**” and collectively referred to herein as the “**Developers**”) by means of a ground lease (the “**Ground Lease**”);

WHEREAS, pursuant to the Ground Lease, and as more particularly described in the Application, each Developer will be obligated to construct, finance, operate and maintain the portion of the Project described in the Ground Lease;

WHEREAS, in the Application, approval was requested for (i) the creation of each Owner as a Chapter 121A entity to acquire a portion of the Project Area; (ii) the acquisition by each Developer of a leasehold interest in a portion of the Project Area by means of a Ground Lease, and (iii) the construction, financing, operation and maintenance of a portion of the Project by each Developer;

WHEREAS, on [November __, 2013,] the Authority by vote adopted a Report and Decision (the “**Report and Decision**”) on the Project;

WHEREAS, the Mayor of the City (the “**Mayor**”) approved said vote of the Authority on [_____, 2013];

WHEREAS, the Certificate of Vote of the Authority and the approval of the Mayor were filed with the office of the Clerk of the City of Boston on [_____, 2013], and such vote has become final and binding pursuant to the provisions of Chapter 121A;

WHEREAS, in accordance with the Report and Decision, each Owner has entered into a 6A Contract with the City of Boston dated on or about the date hereof with respect to its respective portion of the Project (the “**6A Contract**”); and

WHEREAS, in accordance with the Report and Decision, the Owners are required to enter into this Agreement with the Authority with respect to the Project;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual promises hereinafter set forth, the Owner and the Authority hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein as if fully re-stated.
2. The Project and the Project Area. As more particularly set forth in the Report and Decision:
 - (a) the Project will be comprised of the following Project components (each a “**Project Component**” and collectively, the “**Project Components**”):
 - (i) 187,500 +/- square feet of retail space on the west side of a podium containing four stories plus one level below grade (the “**West Podium Retail Component**”);

- (ii) 47,500 +/- square feet of retail space on the east side of the podium referred to above containing two stories plus one level below grade (the “**East Podium Retail Component**”); and
- (iii) 142,000 +/- square feet of flex office/retail space on the east side of the podium referred to above containing four stories (the “**Flex Office/Retail Component**”).

The West Podium Retail Component, East Podium Retail Component and the Flex Office/Retail Component together comprise the “**Podium Building**”.

- (iv) a connection, partially enclosed, of between 10,000 and 25,000 square feet and to be known as “Champion’s Row”, connecting Causeway Street to North Station and the TD Garden (the “**Atrium Hall**”);
- (v) a 20 +/- story hotel tower above the Podium Building containing approximately 200,000 square feet for approximately 306 rooms (the “**Hotel Tower**”);
- (vi) a 45 +/- story residential tower above the Podium Building containing approximately 560,000 square feet for approximately 497 residential units (the “**Residential Tower**”);
- (vii) a 25 +/- story tower with approximately 668,000 square feet of additional office space (the “**Office Tower**”);
- (viii) an expansion of the accessory space within TD Garden on levels three through seven containing approximately 40,000 square feet for additional circulation areas, amenities and accessory space (no additional seating) (the “**Garden Improvements**”); and
- (ix) a four-level below grade parking facility for approximately 800 parking spaces which will be integrated with the existing garage under North Station (the “**Garage Expansion**”);

The Project will be developed in multiple phases, with each phase consisting of the construction of one or more Project Components; (ii) separate 121A entities will own one or more of the Project Components; and (iii) individual Project Components may be developed concurrently, separately or in combination, and/or in any order.

The first phase of the Project will consist of development of the following Project Components: the West Podium Retail Component; East Podium Retail Component; Flex Office/Retail Component; Atrium Hall; Garden Improvements; and Garage Expansion (collectively, “**Phase One**”). It is anticipated that the subsequent phases of the Project will consist of the Hotel Tower (“**Phase Two**”), Residential Tower (“**Phase Three**”) and Office Tower (“**Phase Four**”). Phase One, Phase Two, Phase

Three and Phase Four are individually referred to herein as a “**Project Phase**” and are collectively referred to herein as the “**Project Phases**”.

- (b) The Project Area is comprised of (i) a parcel of land with a legal address of 80 Causeway Street containing of 2.035 acres (88,645± square feet) shown as a lot marked “N/F New Boston Garden Corporation, a Delaware North Corporation, LC Confirmation 35699A” on a plan entitled “Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation,” dated September 15, 1992, revised October 20, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners, recorded with the Suffolk County Registry of Deeds, in Book 17881, Page End; and (ii) the parcel of land known as “Legends Way” containing 33,022 square feet, shown on a plan entitled “Subdivision Plan of Land” prepared by Vanasse Hangen Brustlin, Inc. dated May 17, 2012, recorded with the Suffolk County Registry of Deeds, in Book 2012 Page 174. A plan of the Project Area is attached in **Exhibit A**. The Project Area comprises City of Boston Assessing Department tax parcel number 0301918000 and tax parcel number 0301911010.

It is anticipated that the Project Area will be subdivided into the following Project Component Areas: the Podium Project Area (which shall include the real estate parcels upon which the West Podium Retail Component, East Podium Retail Component, Flex Office/Retail Component, Atrium Hall and Garden Improvements will be constructed); the Garage Expansion Project Area; the Hotel Tower Project Area; the Residential Tower Project Area; and the Office Tower Project Area, as described in the Application. Notwithstanding the foregoing, the Podium Project Area may be further subdivided into separate real estate development parcels that correspond to one or more of the Project Components included within the Podium Project Area.

3. Construction and Operation of the Project. The Owners shall, or shall cause the Developers to, complete the Project in a good and workmanlike manner employing materials of good quality and so as to conform to the terms and conditions of the Application, the Report and Decision, Chapter 121A, and zoning, building, health and fire laws and codes, ordinances and regulations in effect in the City of Boston, to the extent applicable to the Project (except to the extent that the same may be duly varied or deviations may be granted). The Owners shall, or shall cause the Developers to, at either party’s cost and expense, keep and maintain the Project or cause it to be kept and maintained, in good repair, order and condition, casualty, condemnation and ordinary wear and tear excepted.
4. Project Financing.
- (a) Subject to the provisions of Section 16 hereof, the Owners shall initially finance the Project, or cause the Project to be financed, with a combination of equity and mortgage financing, as set forth in the Application and approved in the Report and Decision, Any future financing or refinancing made by the Owners in connection with the Project may be made without the prior approval of the Authority, but with

prior written notice thereof, if provided by (i) a recognized institutional lender, an insurance company, trust company, bank, pension fund, real estate investment fund, real estate investment trust, investment vehicle directed by an investment advisor (including without limitation, securitized loans), investment banking firm, private equity firm, venture capital company, sovereign nation or any agency, commission or authority thereof or sovereign wealth fund (in each case provided that such entity is not prohibited by any law or regulation from providing financing for the Project), (ii) the Owners or any stockholder, partner, member, manager or affiliate thereof or any Affiliated Entity (as defined in the Application), and/or (iii) the federal government, the Commonwealth of Massachusetts, the City of Boston, or any political subdivision or instrumentality thereof. All other financing shall be made only with the prior approval of the Authority as to the identity and capability of the financing party or parties, the sufficiency of such financing and its compliance with the provisions of Chapter 121A and this Agreement, and such other additional information as may be reasonably requested by the Authority. Financing by the Developers shall not be subject to the approval of the Authority. Each Owner may be a guarantor or co-borrower under any such financing by a Developer, which guaranty or co-borrowing may be secured by a mortgage on the fee interest of the Owner in its respective Project Component Area and/or its interest, if any during the term of the Ground Lease, in any improvements thereon, and any such guaranty or co-borrowing shall not be subject to regulation under Chapter 121A nor subject to the approval of the Authority.

- (b) The Owners agree to include the following paragraph or a substantially similar paragraph in appropriate agreements with any lender in connection with the financing of the Project:

“Any party which acquires title to the Owner’s interest in the Project Area described in Exhibit A attached hereto and made a part hereof through an assignment, foreclosure, deed in lieu of foreclosure, transfer pursuant to M.G.L. c. 121A, §16A, or otherwise, will be subject to and agrees that it will be subject to the Regulatory Agreement for the Project authorized by the Boston Redevelopment Authority (the “**Authority**”) on [November __, 2013] and entered into by the Authority and the Applicant, or any subsequent Regulatory Agreement for the Project between the Authority and any successor in title to the Owner’s interest in the Project Area.”

5. Separate Accounts, Expenditure of Project Income. The Owners shall or shall cause the Developers to keep the financial accounts for the Project separate and apart from any other activities conducted by the Owners (if any) and shall not expend income derived from the Project other than earnings as described in Chapter 121A, Sections 15 and 18C(e), upon or for the benefit of any other of its activities.
6. Return Restriction. Each Owner represents and warrants that it is a Delaware limited partnership. By each Owner’s execution and delivery of this Agreement, the partners of the Owner, in their sole capacity as such (and not in their individual capacity, nor in their capacity as lessees of the Owner, or partners or members of any lessee, sublessee or any

other entity having any interest the Project, or of any other entity, including without limitation, the Developers), shall not receive or accept as net income from the Project any sum in excess of an annual cumulative eight percent (8%) return of the amount invested in the Project by the Owner for so long as Project is subject to Chapter 121A; except that, if in any year it has so received a sum less than the aforesaid eight percent (8%) return, it may receive in a subsequent year or years, additional sums not exceeding in the aggregate the amount of such deficiency, without interest. Nothing contained in this Section 6 shall be applicable to the distribution of proceeds from the sale of capital assets of any Owner, including without limitation, the Project Area or the Project, or any portion thereof.

7. Urban Redevelopment Excise Tax and 6A Contract Payments. In consideration of the exemption of each Owner and all of its real and personal property which constitute a portion of the Project from taxation, betterments or special assessments to, or for, the Project, each Owner or Developer shall pay the Urban Redevelopment Excise Tax with respect to the Project or portion thereof in accordance with the formula and provisions set forth in Section 10 of Chapter 121A and the applicable 6A Contract.
8. Term of Agreement. The term of this Agreement shall commence as of January 1, 2014 (“**Commencement Date**”) and shall remain in force and effect until the twenty-fifth (25th) anniversary of the Effective Date (the “**Termination Date**”). The Effective Date shall mean January 1, 2014. Subject to there being no outstanding notice of default issued by the Authority under this Agreement or by the City of Boston pursuant to the 6A Contracts, from and after the Termination Date, neither the Project nor the Owners shall be subject to the obligations of Chapter 121A, the 6A Contracts or this Agreement, nor enjoy the rights and privileges thereunder as provided for in Section 18C of Chapter 121A (*provided*, however, that any deviations and the permissions granted in the Approval, as the same may hereinafter be amended, shall survive and remain in effect in perpetuity). The provisions of this Section 8 shall survive the termination of this Agreement.
9. Transfer
 - a. Transfers. Except as otherwise provided, if any of the Owners or any mortgage lender(s) of any Owner propose pursuant to the provisions of Chapter 121A, Sections 11 or 16A, or any other provision of Chapter 121A, to transfer the Project and Project Area (or any portion thereof) to a different entity, this Regulatory Agreement shall, upon transfer, be binding upon the transferee. At the option of the Authority, this Regulatory Agreement may be terminated by the Authority and the transferee and the Authority shall enter into a new Regulatory Agreement on substantially the same terms and provisions of this Agreement, and for the remainder of the term hereof, provided there is no substantial change to the Project.
 - b. Except as herein expressly provided, the Owners hereby covenant and agree with the Authority that they will not voluntarily transfer, assign, convey or sell in any manner, or hypothecate its or their interest in the Project without the express

consent and approval of the Authority. For the purposes of this Section 9(b) the terms “transfer,” “assign,” “convey,” “sell” and hypothecate” shall be deemed to mean (x) a change in beneficial interests in any Owner (whether direct or indirect) which results in a change of Control in the Owner, (y) the sale or transfer of all or substantially all of the assets of any Owner in one or more transactions into one or more separate entities that is not an Affiliated Entity; or (z) the merger or consolidation of any Owner into or with another entity that is not an Affiliated Entity. However, in no event shall the covenant and agreement set forth in the first sentence of this subsection be applicable to transfers of interests in the Project (i) as approved by the Report and Decision, or (ii) to an Affiliated Entity (as defined in Section 1.d of the Application) or to a wholly-owned subsidiary of, or one or more entities wholly-owned (whether directly or indirectly through one or more entities) by, an Owner or its partners, provided that such transferee is not prohibited from acquiring the interest in the Project under Chapter 121A and the transferee provides the Authority with written notice thereof. All transfers of an interest in the Owner permitted herein shall be effective upon the filing of written notice of such transfer with the Authority (such notice to include a disclosure of those having direct interests in the Owner and a certification that such transfer does not require Authority approval under this Agreement). In no event shall any transfer result in the Developers or any other limited liability companies becoming an “**Owner**” hereunder. Except as otherwise defined herein, capitalized terms used in this section shall have the same meaning as set forth in Section 1.d. of the Application.

- c. The foregoing provisions shall not limit or impair the options of parties providing financing for the Project (or parties claiming by or through such parties) as provided in the Report and Decision and this Agreement. Nothing herein shall prohibit nor require Authority approval for the sale or other transfer, in whole or in part, of interests held by or in any entity other than the Owners, that has an interest in the Project or the Project Area or any portion thereof, including without limitation, the transfer by any Developer of its interest in the applicable Ground Lease or the transfer of interests in any Developer or of any member, manager or affiliate thereof. In addition, and without derogation of the foregoing, the Authority agrees that the organization, re-organization, transfer, conveyance, sale, assignment, pledge or hypothecation of the Developer, or of the entire or any partial interest or beneficial interest in the Developer (direct or indirect), shall not be subject to regulation under Chapter 121A, nor to the approval of the Authority.
- d. In no event shall the covenant and agreement contained in the first sentence of Section 9(b) above be applicable to the transfer of the Garden Improvements to the owner and/or operator of TD Garden. The transfer of the Garden Improvements to the owner or operator of TD Garden shall be effective upon the filing of written notice of such transfer with the Authority (such notice to include a certification that such transfer does not require Authority approval under this Agreement).

10. Accounts, Records and Books; Authority Access. Each Owner agrees that it will:
- a. maintain or cause to be maintained, full and accurate accounts, records and books relative to the Project conforming to generally accepted accounting principles;
 - b. grant or cause to be granted to the duly authorized employees or representatives of the Authority at all times during normal business hours, access to such accounts, records and books as relate to each Owner's obligations under this Agreement or Chapter 121A, upon reasonable prior notice by the Authority to such Owner;
 - c. permit or cause the Developers to permit the Authority or any accountants or auditors approved by it, to make periodic audits of the accounts and financial records of the Owners and/or the Developers (but not more often than annually), which accounts and financial records shall be made available by the respective Owner (or the Developer, as applicable) in the Commonwealth of Massachusetts; and
 - d. furnish to the Authority or cause to be furnished to the Authority, such financial, operating, statistical and other reports, records, statements, copies of contracts, and documentation of the respective Owner and/or the Developer as may be reasonably required by the Authority in connection with the Authority's enforcement of the Owners' obligations under this Agreement and Chapter 121A.
 - e. The Authority agrees that it shall, to the extent allowed by law, maintain as confidential any proprietary financial information about the Project, the Owners and/or the Developers provided to the Authority pursuant to the provisions hereof.
11. Authority Access. Each Owner and its successors and assigns shall from time to time until the Termination Date, give to the duly authorized representatives of the Authority and others authorized by it, access to the Project for inspection purposes; subject however, to the rights of tenants or other occupants under their respective leases or other occupancy agreements (so long as such rights do not violate any of the provisions of Chapter 121A).
12. Changes to the Project. As approved by the Report and Decision, all exterior alterations or additions proposed to be made to the Project (or any Project Component included therein) from and after the issuance of a final certificate of occupancy for the Project (or any Project Component included therein) shall be subject to design review by the Authority consistent with the approvals for the Project given by the Authority on [November __, 2013,] pursuant to Article 80 of the Boston Zoning Code (the "**Article 80 Approvals**"). At the discretion of the Director of the Authority, any additions to the Project may be subject to the approval of the Authority. Changes of use within the Project that exceed 10% of the Gross Floor Area (as defined in Article 2A of the Boston Zoning Code) of the Project in the aggregate, shall be subject to the review of the Authority and at the discretion of the Director, may be subject to the Authority approval.

The development of the Project is subject to design review by the Authority pursuant to Article 80B of the Boston Zoning Code and to the issuance of a certification of consistency and compliance by the Authority pursuant to Articles 80B and 80C of the Boston Zoning Code.

13. Amendments to Chapter 121A or Rules and Regulations. Notwithstanding any language to the contrary in the Application or any other document entered into between the Authority and any Owner, no amendment or modification of the terms and conditions of this Agreement shall be binding on the parties to this Agreement without the consent of the other parties. The Authority and the Owners further agree that without their mutual consent, any amendment subsequent to the delivery of this Agreement to any of the provisions of Chapter 121A, as amended to date, or of the Authority's Rules, Regulations and Standards now applicable to the Project, shall not affect this Agreement.
14. Non-Discrimination. The Owners shall not, and shall not permit the Developers to effect or execute any covenant, agreement, lease or other instrument whereby the Project or any part thereof is restricted on the basis of race, religion, creed, color, gender, sexual preference or national origin in the construction, lease, sale or occupancy thereof. In addition, the Owners shall, and shall cause the Developers to, comply with all federal, state and local laws in effect from time to time forbidding discrimination or segregation by reason of race, religion, creed, color, gender, sexual preference or national origin in the construction, lease, sale or occupancy of the Project.
15. Notices; Communications. Any notices, reports, statement, requests, approvals, consents, waivers or other communications required or desired to be given or furnished pursuant to this Agreement shall be in writing with copies directed as indicated below, and shall be hand delivered, delivered by nationally recognized overnight delivery service, or sent by United States mail, certified mail, return receipt requested, postage prepaid.

If such notice is to the Authority, the address is:

Director
Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, MA 02201-1007

With a copy to:

General Counsel
Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, MA 02201-1007

If addressed to any Owner, the address is:

[Podium Owner or Garage Expansion Owner]

c/o Boston Garden Development Corp.
100 Legends Way
Boston, MA 02114
Tel: (617) 624-3051
Fax: (617) 624-3061
Attention: Christopher Maher, Vice President

with copies to:

Boston Properties Limited Partnership
800 Boylston Street, 19th Floor
Boston, MA 02199
Tel: (617) 236-3491
Attention: Michael A. Cantalupa, Senior Vice President- Development

and

Goodwin Procter LLP
Exchange Place
Boston, MA 02109
Tel: (617) 570-1371
Attention: Martin R. Healy, Esq.

and

Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Attention: Barry D. Green, Esq.

The parties may change their respective addresses by giving written notice to the other parties in accordance with this Section 15. Any such notice shall be deemed given when so delivered by hand or nationally recognized delivery service, or if mailed, two (2) business days after such notice is deposited with the U.S. Postal Service. Upon request of any Owner, the Authority shall send copies of all notices sent to any Owner hereunder, to any mortgagees of the Owners or the Developers.

16. Pre-Conditions to Obligations of the Owner. The obligations of each Owner under this Agreement and the Report and Decision are conditioned in all respects upon (i) the issuance of all permissions, variances, permits and licenses which may be required with respect to the construction, maintenance and operation of the Project, whether or not the same were specified in the Application, and (ii) the Project being exempt from taxation under Section 10 of Chapter 121A. The Owners shall not be held responsible in any way for delays which may occur in the construction, repair and maintenance of the Project or otherwise by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Owners' reasonable control. Each Owner

agrees to use reasonable efforts to cause all such permissions, variances, permits and licenses to be secured and all such delays to be overcome.

17. Agreement Binding on Successors and Assigns. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the Owners and their successors and assigns. The obligations of the Authority hereunder shall be binding upon its successors for the benefit of the Owners and their successors and assigns. Except as otherwise provided, any transferee or other person or entity succeeding to the rights, obligations and interest of the Owners in the Project by operation of law, insolvency or otherwise shall, at the option of the Authority, be deemed to have agreed to be bound by the terms, covenants and conditions of this Agreement. If this Agreement is assigned or transferred during the term hereof, such successor or assign shall derive the benefits afforded hereunder only for the remainder of the term of this Agreement.
18. Enforcement. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of laws. Any suit, claim or action hereunder shall be brought in a court of competent jurisdiction in Suffolk County, Massachusetts. The Authority may enforce compliance with any of the provisions of this Agreement or any of its rules and regulations imposed on the Project in the Application by an action in a court of appropriate jurisdiction in Suffolk County, Massachusetts.
19. Title to Sections. The titles of the several sections of this Agreement inserted for convenience are for reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
20. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and which together, shall constitute one and the same agreement.
21. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the extent permitted by law.
22. Limitation on Liability. No officer, director, stockholder, partner, member, manager, employee or agent of any Owner or any Developer nor of any affiliate thereof, or their respective successors and assigns, shall have any personal liability under this Agreement. The liability of the Owners or their successors and assigns (including, without limitation, mortgagees) shall be limited solely to the interest of each Owner in the Project.
23. Estoppel Certificates. Upon at least ten (10) business days' notice from any Owner or any mortgagee thereof, the Authority shall execute and deliver an Estoppel Certificate in a form mutually agreed to by such parties attesting to the extent true, that (i) this Agreement remains in full force and effect, (ii) this Agreement has not been amended, and (iii) such matters as relate to the content of this Agreement as may be reasonably

requested. Such certificate shall be addressed to such parties as such Owner may reasonably request, including without limitation, any tenant or subtenant thereof, and such certificate shall be binding upon the Authority and any successor thereto.

24. Interpretation. In the event of any inconsistency between the terms of this Agreement and the provisions of the Application or the Report and Decision, the terms and provisions of this Agreement shall be dispositive.

[The balance of this page is intentionally left blank]

EXECUTED as of the ____ day of _____, 2013.

PODIUM OWNER, LP

By: [general partner entity]

By: _____
[authorized signatory]

GARAGE EXPANSION OWNER, LP

By: [general partner entity]

By: _____
[authorized signatory]

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Peter Meade, Director

APPROVED AS TO FORM:

Kevin J. Morrison, Esq.
General Counsel
Boston Redevelopment Authority

Attachment:

Exhibit A: Plan of Project Area

APPENDIX J

Agreement Not to Dispose of Interests

The Boston Garden Ch. 121A Project – Phase One

This Agreement Not to Dispose of Interests (this “Agreement”) is made as of the ___ day of [_____], 2013, by and between PODIUM OWNER, LP and GARAGE EXPANSION OWNER, LP, Delaware limited partnerships with a principal address of _____ (individually an “Owner” and collectively, the “Owners”) and the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, organized and existing pursuant to Chapter 121B, as amended (“Chapter 121B”) of the Massachusetts General Laws and acting hereunder pursuant to the Massachusetts Acts and Resolves of 1960, Chapter 652, as amended (“Chapter 652”), and Chapter 121A of the Massachusetts General Laws, as amended (Chapter 652 and Chapter 121A are hereinafter collectively referred to as “Chapter 121A”), having a principal business office at One City Hall Square, 9th Floor, Boston, Massachusetts 02201-1007 (the “BRA”). The Owners and the BRA are referred to herein as the “Parties.”

An Application for Authorization and Approval by the Authority of a Project Under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, each as amended, dated September 3, 2013, revised on October 22, 2013 and updated on December 6, 2013 (collectively, the “**Application**”) was filed with the BRA with respect to the development of certain land in the North Station neighborhood of Boston shown and described in **Exhibit A** attached hereto (the “**Project Area**”) by means of the construction of an approximately 1,870,000 square foot mixed-use development, as approved by the Report and Decision. Capitalized terms used herein which are not defined shall have the meanings ascribed to them in the Application.

In consideration of the approval of the Application as set forth in the Report and Decision adopted on [November __, 2013] by the BRA pursuant to Chapter 121A (the “**Approval**”) and in order to comply with the Rules and Regulations of the BRA as in effect on [November __, 2013], each Owner hereby covenants with the BRA that it will not dispose of its interest in the Project (or any Project Component included therein) without first obtaining permission from the BRA to do so, if and to the extent such approval is required under the Regulatory Agreement entered into by the Owner and the BRA dated of even date herewith in connection with the Approval (the “**Regulatory Agreement**”), prior to the date on which the BRA issues a certificate stating that the construction of the Project (or any Project Component included therein) has been substantially completed (other than so-called punch list items), substantially in accordance with the Approval.

Nothing herein, in the Application, in the Approval or in any other approval granted or in any agreement executed pursuant to the Application (including without limitation, the Regulatory Agreement), shall prohibit a pledge or other transfer by way of security of such interest incident to any loan and/or equity placement made to finance the Project in whole or in part. In the event of the same, the holder thereof (and any party claiming by, through or under such holder) shall, upon its acquisition of such interest in the Project or any severable portion

thereof, have the option, in accordance with Chapter 121A, Section 16A, of (1) holding the same subject to all of the provisions of Chapter 121A and having all of the powers, rights, privileges, benefits and exemptions set forth in Chapter 121A; or (2) conveying or otherwise releasing its interest to a transferee who agrees as part of the terms of such transfer, to hold the same subject to all of the provisions of Chapter 121A and who shall thereby have all of the powers, rights, privileges, benefits and exemptions set forth in Chapter 121A; or (3) subject to prior BRA written approval, holding the Project or any severable portion thereof so acquired free from all restrictions and limitations imposed by Chapter 121A and without any of the powers, rights, privileges, benefits and exemptions thereby conferred; (provided, however, that any deviations and the permissions granted in the Approval, as the same may hereinafter be amended, shall survive and remain in effect); or (4) subject to prior BRA written approval, conveying or otherwise releasing its interest in the Project or a severable portion thereof to a purchaser to be held by such purchaser free of all restrictions and limitations imposed by Chapter 121A and without any of the powers, rights, privileges, benefits and exemptions thereby conferred (provided, however, that any deviations and the permissions granted in the Approval, as the same may hereinafter be amended, shall survive and remain in effect). Nothing herein, in the Application, in the Approval or in any other approval granted or agreement executed pursuant to the Application shall (a) prohibit transfers of interests that are permitted under the Regulatory Agreement, or (b) prohibit or restrict the leasing of the Project Area (or any Project Component Areas) to any Developer pursuant to a Ground Lease, as contemplated in the Application, Approval and the Regulatory Agreement.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The liability of the undersigned hereunder or its successors or assigns (including, without limitation, mortgagees) shall be limited solely to the interest of the undersigned in the Project, and no member, manager, officer, venturer, shareholder, officer, director or the like of the undersigned from time to time, or any such person's or entity's separate assets or property, shall have or be subject to any personal liability of the undersigned hereunder.

If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. This Agreement shall automatically terminate without the need for further action by the Owner or the BRA upon issuance of a Certificate of Completion for Phase One of the Project.

[Signature page follows]

EXECUTED as a sealed instrument as of this ____ day of _____, 2013.

PODIUM OWNER, LP

By: [general partner entity]

By: _____
[authorized signatory]

GARAGE EXPANSION OWNER, LP

By: [general partner entity]

By: _____
[authorized signatory]

APPENDIX L

Proof of Financial Commitment

**WELLS
FARGO**

Commercial Real Estate
Institutional and Metro Markets Group
MAC N2782-280
101 Federal St., 28th Floor
Boston, MA 02110

Tel: 617 574 6300
Fax: 617 261 1604

August 29, 2013

Mr. Peter Meade
Boston Redevelopment Authority Director
Boston's Planning & Economic Development Office
One City Hall Square
Boston, MA 02201-1007

Re: Boston Garden Development

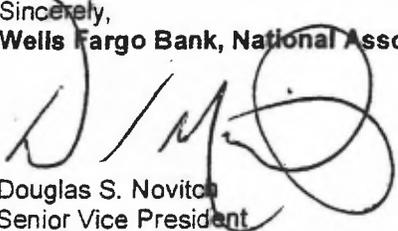
Dear Mr. Meade:

I am writing on behalf of Wells Fargo Bank with regard to Boston Properties' Chapter 121A application to develop a multi-phase project known as the Boston Garden Development (the "Project"). It is understood that the initial phase of the Project would include 235,000 square feet of retail, 145,000 square feet of office, a 306-room hotel, 65,000 square feet of concourse and Boston Garden amenity space, and an 800 parking space expansion to the existing garage under North Station. Future phases would also include a 665,000 square foot office tower and a 497-unit residential tower. Boston Properties is a highly valued customer of Wells Fargo and is well regarded by the senior management of the Bank. Wells Fargo has committed over \$300 million of senior debt to support eight Boston Properties projects that totaled over 4.0 million square feet in major metropolitan markets.

Having managed the Boston Properties relationship for Wells Fargo over the past several years, I have observed the company's ability to develop and lease complex large-scale projects with a high degree of reliability and success. Given the nature of the proposed endeavor and its excellent sponsorship, we would be interested in working with Boston Properties, if selected as the successful applicant, to finance a portion of the Project's development cost. Any such financing would be subject to customary underwriting and internal credit approval.

We hope this letter is meaningful to you and the selection team and serves to distinguish Boston Properties as a premier real estate developer with the financial strength and ability to successfully develop the Project. Please feel free to contact me with any questions regarding this letter and Wells Fargo's relationship with Boston Properties.

Sincerely,
Wells Fargo Bank, National Association


Douglas S. Noviton
Senior Vice President

Together we'll go far





All of **us** serving you

Thursday, August 29, 2013

Peter Meade
Boston Redevelopment Authority
City Hall Square
Boston, MA, 02201

RE: CHAPTER 121A APPLICATION - Boston Garden Development

To whom it may concern,

It is my understanding that Boston Properties is seeking approval from the Authority to: (i) undertake the above Project subject to and with the benefits of Chapter 121A; (ii) form separate Chapter 121A entities to acquire the real estate upon which each phase of the Project will be constructed; and (iii) through the 121A entities, ground lease the real estate upon which each phase of the Project is to be constructed to affiliated entities who will secure financing for and develop, own, operate and maintain the phases of the project. As part of the approval process evidence of the ability to secure financing for the project is requested by the Authority.

Please accept this letter as evidence that financing is readily available from US Bank. (Please note US Bank is the fifth largest bank in terms of assets in the US and enjoys the highest credit rating of any Bank in the country). US Bank is willing to consider 90% financing of the project subject to structure, documentation, due diligence, underwriting and approval. Boston Properties already enjoys access to a \$1 Billion dollar revolving line of credit which we participate in, confirming that capital is indeed readily available

As a participant in the financing of Atlantic Wharf, 500 North Capitol, and Annapolis Junction, we found Boston Properties to be a very strong high credit Borrower. They performed as anticipated with best in class results. They met and exceed our expectation in each project and often surpassing our expectations.

Boston Properties has based on our experience enjoyed significant competition amongst lenders to finance their projects. We feel very comfortable given the track record and market conditions that access to financing for this highly respected "best in class" company is readily available.

Please feel free to contact me if you have any questions or concerns relative to the above statements.

Very truly yours,

David Heller
Senior Vice President
US Bank

usbank.com

APPENDIX M

The following are the expected deviations from the Boston Zoning Code required to accommodate the Project. However, as the design and engineering of the Project proceed and specific tenants are identified, additional deviations may become necessary.

1. Variance – For structures up to 600 feet in height, exceeding the maximum height limitation of 400 feet. *See* § 39-6.
2. Variance – To develop a project with a floor area ratio of approximately 15.9, exceeding the maximum floor area ratio of 11.0. *See* § 39-6.
3. Variance – Modification of the requirement to provide 12,000 s.f. of day care facilities to the extent determined by the Authority during the design review process. *See* § 39-12.1.
4. Variance – To allow signs in excess of allowable quantity or size and/or to allow electronic signs to the extent determined by the Authority during the design review process. *See* Article 11.
5. Variance – To allow (i) fewer than 0.4 off-street accessory parking spaces per dwelling unit (i.e. fewer than the required 199 spaces for 497 units) as long as a minimum of 0.2 spaces per dwelling unit are provided; and (ii) fewer than 1 space per 2 sleeping rooms for the hotel (i.e. fewer than the required 153 spaces for 306 keys) as long as a minimum of 0.5 spaces per 2 sleeping rooms for the hotel are provided. *See* § 23-1.
6. Conditional Use Permit – To allow the parking spaces in the garage to be used either as (a) accessory parking spaces for on-site non-residential/non-hotel uses; or (b) ancillary parking spaces for TD Garden employees, TD Garden events and other off-site uses. *See* § 3-1A, § 39-12(3)(m), § 39-12(3)(j).
7. Variance – To allow on-site parking spaces that are inconsistent with the design standards of § 23-9, to the extent determined by the Authority during the design review process.
8. Variance – To allow building designs inconsistent with the design requirements of § 39-13 (e.g., street wall continuity, street wall height, and skyplane setbacks), to the extent determined by the Authority during the design review process.
9. Wireless equipment – To allow wireless equipment to be located as allowed by the Authority in the design review process. *See* Article 86.

2013 DEC -6 P 1:46

December 6, 2013

COPY

BY HANDPeter Meade, Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201**Re: Updated Application for Approval of The Boston Garden Project under M.G.L.c. 121A**

Dear Director Meade:

On behalf of Boston Garden Development Corp. and Boston Properties Limited Partnership (the "Applicants"), please find herewith:

1. Two (2) original updated applications (the "Application") under M.G.L.c.121A, and Chapter 652 of the Acts of 1960, each as amended ("121A") signed by the Applicants; and
2. Thirteen (13) copies of the Application.

The application fee payable to Boston Redevelopment Authority (the "Authority") in the amount of \$7,000.00 was sent to you on September 20, 2013.

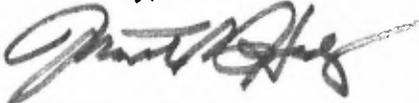
The Application and copies contain (i) a CD version of the Expanded Project Notification Form (the "Expanded PNF") for the Boston Garden Project currently undergoing Article 80 review by the Authority; and (ii) a CD version of the Draft Environmental Impact Report (the "DEIR") currently undergoing MEPA review. Two additional hard copies of the Expanded PNF and DEIR were previously provided.

Economic information concerning this Application has been provided separately, and we respectfully request that it be kept confidential to the extent permitted by law.

Peter Meade
December 6, 2013
Page 2

Please let me know if you have any questions or if I can be of further assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin R. Healy". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Martin R. Healy
Attorney for the Applicants

MRH

cc: James Tierney, Chief of Staff and Special Counsel to the Director, Boston Redevelopment Authority *(w/enc.)*
Kevin Morrison, General Counsel, Boston Redevelopment Authority *(w/enc.)*

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