

SEA APPROVAL: 5/9/0
ZC APPROVAL: 7/24/0
EFFECTIVE: 7/26/0

**AMENDMENT NO. 3 TO DEVELOPMENT PLAN
AND
DEVELOPMENT IMPACT PROJECT PLAN
FOR
PLANNED DEVELOPMENT AREA NO. 37

MASTER PLAN
FOR
PLANNED DEVELOPMENT AREA NO. 37

PRUDENTIAL CENTER REDEVELOPMENT**

Pursuant to Section 3-1A, Section 41-14 and Article 80C of the Zoning Code of the City of Boston, this plan constitutes Amendment No. 3 to Development Plan and Development Impact Project Plan for Planned Development Area No. 37 and the Master Plan for Planned Development Area No. 37.

I. THE EXISTING PDA DEVELOPMENT PLAN FOR PDA NO. 37:

The Boston Redevelopment Authority ("Authority") by a vote adopted January 18, 1990 approved the Development Plan and Development Impact Project Plan (the "Original Development Plan") for Planned Development Area No. 37 ("PDA") in connection with the redevelopment of Prudential Center (the "Prudential Center"). On March 20, 1990, the Zoning Commission of the City of Boston (the "Commission") amended the Boston Zoning Code by inserting Article 41, "Huntington Avenue/Prudential Center District," and approved the Development Plan and Map Amendment No. 236 establishing PDA No. 37.

By a vote adopted December 8, 1994 the Authority approved an Amendment to the Development Plan ("Amendment No. 1 to Development Plan") in connection with the sale of the Sheraton Hotel. On December 14, 1994, the Commission approved the Amendment to the Development Plan. By votes adopted August 18, 1998 and September 29, 1998, the Authority approved an Amendment to the Development Plan ("Amendment No. 2 to Development Plan") in connection with the sale of Prudential Center and with extension of the development schedule. On October 21, 1998, the Commission approved the Amendment to the Development Plan. Pursuant to the authority vested in the Director under the Development Plan, modifications which were consistent with the Development Plan were approved by the Director by letters dated March 24, 1999, February 18, 2000, December 5, 2000, and June 29, 2001 (The Original Development Plan, as amended by Amendments Nos. 1 and 2 to Development Plan and such modification letters, is referred to as the "Development Plan").

The Development Plan encompasses approximately 1,116,222 square feet (SF) known as Prudential Center (the "Site") bounded by Boylston Street, Exeter Street, Huntington Avenue, Belvidere Street and the Hynes Convention Center.

The Development Plan contemplates a five phase project for the redevelopment of the Site. Implementation of the Development Plan was begun in the early 1990s by The Prudential Insurance Company of America ("Prudential"), was continued in the late 1990s by Boston

Properties, Inc. and its affiliated entities ("Boston Properties") and is on-going. Phases 1, 2, 3 have been constructed or are under construction. Phase 4a has received Schematic Design approval and approval by BCDC. Phases 4b and 5 are described in the Development Plan as the West Boylston Housing and Retail and the East Boylston Housing and Retail Developments.

II. AMENDMENT NO. 3 TO DEVELOPMENT PLAN AND DEVELOPMENT IMPACT PROJECT PLAN FOR PDA NO. 37 AND MASTER PLAN FOR PDA NO. 37

This Amendment No. 3 amends the existing Development Plan to provide for an alternative development option for Phases 4b and 5 referred to as the Boylston Street Mixed Use Project ("BSMUP"). To maintain consistency with the Development Plan, the BSMUP may also be referred to herein as the East Boylston Mixed Use and the West Boylston Mixed Use. This Amendment No. 3 also constitutes a Master Plan for Prudential Center PDA No. 37, which adopts the Development Plan for Phases 1 through 5 of PDA No. 37 as specified in the Development Plan, as amended hereby, and which sets forth the development concept for additional development between East Ring Road and Exeter Street as an additional phase or phases containing residential and retail.

III. BOYLSTON STREET MIXED USE PROJECT

This Amendment approves the BSMUP to be developed by CWB Boylston LLC or an affiliate, its Proponent, as an alternative development option to the West Boylston Housing and Retail and the East Boylston Housing and Retail developments for Phases 4b and 5. The Phase 4b and 5 development site is situated on Boylston Street and contains approximately 46,200 square feet of land (the "Project Sub-Phase Site").

In the event the BSMUP alternative for Phases 4b and 5 is implemented, the Development Plan shall be deemed amended in the following respects. Section references and section titles set forth below shall refer to sections and section titles of the Development Plan. Other relevant Sections of the Development Plan shall be deemed modified in a consistent manner.

In the event the BSMUP alternative for Phases 4b and 5 is not implemented, the Development Plan shall remain as in effect prior to this Amendment, except with respect to modification of the Housing Payment Dates as set forth in Section XII below.

I. DEVELOPER

The developer of the BSMUP (the "BSMUP Developer") is CWB Boylston LLC, a Massachusetts limited liability company, or an affiliate. The principals of CWB Boylston LLC are Julian Cohen, Steven Weiner, and Robin Brown. The principals of CWB Boylston LLC may form other limited liability companies to implement this development so long as they (or estates or trusts for the benefit thereof) each maintain a principal interest in such LLCs during such development of the BSMUP, until the issuance of a certificate of occupancy.

III. GENERAL DESCRIPTION OF PROPOSED PROJECT

The BSMUP will consist of two new mixed use housing, hotel and retail structures, each 13 stories connected by a low-rise 2 story structure, to be built on Boylston Street, as shown at the conceptual level on the Drawings attached to this Amendment.

The BSMUP will add up to approximately 450,000 net new square feet to the Site. The approximate breakdown by use for the BSMUP is as follows (which components may be varied within the ranges set forth up to a cumulative total of 450,000 SF): Retail and Community Service Space: 53,000 SF to 59,000 SF; Housing Space: 190,000 SF to 219,000 SF; Hotel: 178,000 SF to 200,000 SF. The housing space will contain up to 105 residential units, which may be condominium and rental, and the hotel space will contain approximately 168 hotel rooms and accessory function space. Remaining areas within the Phase 4b and 5 boundaries outside of the BSMUP will include Retail and Community Service Space: 35,000 SF; and Public Space: 27,000 SF.

With the BSMUP and other areas constructed under Phases 1 through 5 of the Development Plan, a total of up to 1,973,000 net new square feet will be added to the Site (excluding any additional areas to be constructed under the development concept for additional phases approved under the Master Plan as set forth below).

IV. PHASING PLAN

The BSMUP Site is shown on a map attached to this Amendment.

The BSMUP will have an approximate start date of 2003 and an approximate finish date of 2005. For the purpose of applying Section 5 of Chapter 665 of the Acts of 1956, as amended, the BSMUP will be subject to the Zoning Code as in effect on the date of the first issuance of a building permit for the BSMUP. Implementation of the remainder of the Development Plan shall continue to be subject to the Zoning Code as in effect as of the date determined by Amendment No. 2 to the Development Plan.

VI. VEHICULAR CIRCULATION PLAN

Instead of the new Boylston Garage Entry referenced in Table 1, Phase 5 and in Section VI, Phase 4, the BSMUP will include a new East Ring Road Garage Entry. This new entrance will be created to serve the Green and Blue levels of the parking garage (Phases 4b and 5).

Curb lane parking on the south side of Boylston Street may remain in front of the Boylston Street Office Building (Phase 4a) but is proposed to be removed from in front of the BSMUP to improve flows of traffic at East Ring Road (Phases 4b and 5), subject to BTB approval.

Traffic signals at the Boylston Street intersection at Fairfield Street will be relocated to the west to align more closely with the Boylston arcade entrance, and an additional traffic signal will be added at the Boylston Street intersection with East Ring Road (Phases 4b and 5), subject to BTB approval.

VII. PARKING AND LOADING FACILITIES

The future capacity of the North Garage will be increased largely through increase in the Attendant and Valet parking from 250 to 318, and the total capacity of both garages at the end of Phases 4 and 5 will be increased from 3828 to 3896.

IX. IMPROVEMENTS TO OPEN SPACES AND STREETScape

Streetscape improvements, including street lights, curbs, paving materials, trees and grates shall be consistent with the Boylston Street Master Plan. The predominant paving materials at entrances to key buildings on the site will be of granite with accents.

X. FORM, DIMENSIONS AND APPEARANCE OF BUILDINGS

The dimensions of the BSMUP buildings are as follows:

	<u>Building Height</u>	<u>Approx. Tower Area*</u>	<u>Typ. Floor**</u>
	<u>(ft)</u>	<u>(000 sq. ft.)</u>	<u>(000 sq. ft)</u>
West Boylston Mixed Use Component	155	115,554	8,564
East Boylston Mixed Use Component	155	241,143	18,634

* Excludes retail and public spaces at street and deck level

** Above a height of 125 feet; floor areas are larger below this height.

The Boylston Street Mixed Use structures will be limited to 155 feet in height, so as to minimize the disruption of existing views from the Boylston and Fairfield apartments, and to correspond to the scale of taller structures along Boylston Street. They will be constructed of stone with stone or masonry trim, and their horizontal dimensions will be subdivided into 20 to 80 -foot modules. Internal setbacks on the facades will break down the scale of the structures. The structures will be separated by approximately 55 feet corresponding to the north side of the Fairfield apartments, to allow residents continued views to Boylston Street and beyond. The structures will have a street wall height which may exceed 65' but shall not exceed 110'. The structures may have 0' sky plane setback above street wall height and 0' sky plane setback above 55'.

XI. DEVELOPMENT REVIEW PROCEDURES

Zoning

Prudential Center is located within the Huntington Avenue Prudential Center District under Article 41 of the Zoning Code, except for an area on Boylston Street including the site of the BSMUP which has been located within the B-8-120C-D District. By map amendment to the Zoning Code adopted simultaneously with this Amendment No. 3, the site of the BSMUP will be rezoned from the B-8-120C-D District to the Huntington Avenue Prudential Center District under Article 41 as shown on Map 1D of the Zoning Code. By text amendment to the Zoning Code adopted simultaneously with this Amendment No. 3, provisions of Article 41 have been amended pertaining to the Transition Provisions (viz. FAR calculations for lots in two districts) and pertaining to sky-plane setbacks within a PDA.

If the BSMUP is constructed in accordance with this Amendment No. 3, the BSMUP will be consistent with the height requirements of Article 41. The FAR of the completed Prudential Center Redevelopment Project will be below the maximum of FAR 6 permitted under Article 41.

In accordance with Section 80C-9 of the Code, consistency of the BSMUP with the Development Plan as modified by this Amendment No. 3 constitutes compliance with the dimensional, use and other requirements of the Code to the extent such requirements have been addressed in the Development Plan as modified by this Amendment No. 3. To the extent that any aspect of uses and structures on the BSMUP are in conflict with any requirement of the Zoning Code not specifically addressed in this Amendment No. 3, such requirements shall be deemed inapplicable to the BSMUP and shall be deemed to be waived upon approval of this Amendment No. 3.

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

XII. DEVELOPMENT IMPACT PROJECT CONTRIBUTION

DIP Contribution.

Housing Linkage Payment

Calculation of Housing Linkage Payment: Phases 4 and 5 of the Project are estimated based upon the plans to date to have the following estimated areas dedicated to Development Impact Uses, as defined in Article 80B-7, and as defined in Table D of Article 26A of the Code:

<u>Phase</u>	<u>Gross Floor Area Devoted to Development Impact Uses</u>	<u>Housing Linkage Payment</u>
4a	284,802 sq. ft	\$1,424,000 *
4b and 5 (within BSMUP)	258,277 sq. ft	\$1,418,000**
4b and 5 (outside of BSMUP)	62,148 sq. ft.	\$ 310,700*

* Payable at \$5.00 / sq. ft.

** Payable at \$5.49/ sq. ft.

Housing Payment Dates:

The Housing Payment Dates for Phases 4 and 5 shall be as follows:

Phase 4a	The date of issuance of a building permit for the Boylston Street Office Building
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Phases 4b and 5 The date of issuance of the first building permit for either development option to be constructed within the Project Sub-Phase Site.

Jobs Contribution:

Calculation of Jobs Payment: Phases 4 and 5 of the Project are estimated based upon the plans to date to have the following estimated areas dedicated to Development Impact Uses, as defined in Article 80B-7, and as defined in Table E of Article 26B of the Code:

<u>Phase</u>	<u>Gross Floor Area Devoted to Development Impact Uses</u>	<u>Jobs Payment</u>
4a	284,802 sq. ft	\$284,800 *
4b and 5 (within BSMUP)	258,277 sq. ft	\$281,500**
4b and 5 (outside of BSMUP)	62,148 sq. ft.	\$62,100*

* Payable at \$1.00 / sq. ft.

** Payable at \$1.09/ sq. ft.

Jobs Payment Dates:

The Jobs Payment Dates shall be the same as the Housing Payment Dates.

Affordable Housing:

Consistent with the Mayor’s Executive Order on Affordable Housing dated February 29, 2000 (the “Executive Order”) and Article 41-14, the BSMUP Developer will cause the creation of not less than ten (10) Affordable Housing Units within the BSMUP, as stipulated in an Affordable Housing Agreement to be executed between the BSMUP Developer and the Authority in connection therewith.

IV. MASTER PLAN FOR PDA NO. 37 INCLUDING ADDITIONAL DEVELOPMENT FOR MIXED USE RETAIL AND RESIDENTIAL USE

Under Section 3-1A(a) of the Zoning Code and Section 80C, a master plan for the development of a planned development area may be approved if the area contains not less than five acres. PDA No. 37 contains not less than five acres. Accordingly, a master plan is hereby adopted for PDA No. 37 which adopts the Development Plan for Phases 1 through 5 of PDA No. 37 as specified in the Development Plan, as amended hereby, and which sets forth the development concept for additional development sites between East Ring Road and Exeter Street, as shown on the Map attached to this Amendment as Phase 6.

The development concept approved for additional development between East Ring Road and Exeter Street proposes additional phases which may contain retail (two or three floors) and residential, so that the Residential Uses proposed to be constructed or caused to be constructed under the Development Plan equals at least twenty percent (20%) of the gross floor area

proposed to be newly constructed (as distinct from refurbished or rehabilitated) under the Development Plan. In the event Phase 6 is implemented, it shall be subject to the Executive Order, Article 80 of the Code, and M.G.L. Chapter 170 of the Acts of 2001. Phase 6, which may be developed in subphases, will contain additional square footage within the FAR 6 maximum permitted under Article 41 for development of the completed Prudential Center Redevelopment Project.

Except for reconstruction or alteration of existing structures and except for work which the Director determines is consistent with the Development Plan, no work shall proceed in the area shown on Attachment 3 as Phase 6 on the basis of this Master Plan unless a further amendment to the Development Plan is approved by the Authority and the Boston Zoning Commission setting forth the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the area, densities, proposed traffic circulation, parking and loading facilities, and proposed dimensions of structures, and such other matters as the Authority deems appropriate to its consideration of the proposed development of the area. Without limitation, no work shall proceed on the portion of Phase 6 fronting Boylston Street (the so-called Lord & Taylor Building Parcel), which is located in the B-8-120C-D District, in excess of a maximum building height of one hundred twenty (120) feet without a further amendment to the Zoning Code and amendment to the Development Plan approved by the Authority and the Boston Zoning Commission.

V. SEPARATION OF THE 2002 REMAINING COMMERCIAL AND DEVELOPMENT SITE, THE BELVIDERE RESIDENTIAL SITE, AND THE BSMUP SITE

The Transfers:

Prudential sold the Sheraton Hotel (the "Sheraton Site") in 1994 to Sheraton Boston Corporation, the remaining commercial portions within Prudential Center (the "Commercial and Development Site") in 1998 to an affiliate of Boston Properties, Inc., and the existing residential portions within Prudential Center (the "Existing Residential Site") in 1998 to Avalon Bay BFG Limited Partnership. The Development Plan provides in Article XI (p. 19) that the Prudential Center may be "severed into several parcels". As a result of Amendment No. 1 to Development Plan and Amendment No. 2 to Development Plan, any future development of the Commercial and Development Site, the Existing Residential Site and the Sheraton Site and any Development Review pursuant to the Development Plan with respect thereto, will be reviewed separately from each other.

With respect to the Commercial and Development Site, Boston Properties has transferred the Belvidere Residences Site to InterCapital Belvedere Limited Partnership, a Massachusetts limited partnership ("InterCapital", which term shall include its successors and assigns), and proposes to transfer the BSMUP Site to CWB Boylston LLC ("CWB", which term shall include its successors and assigns). The site and appurtenant rights and easements which will be owned by Boston Properties after such transfers are described in **Exhibit A** attached hereto (the "2002 Remaining Commercial and Development Site"), the site and appurtenant rights and easements transferred to InterCapital are described in **Exhibit B** attached hereto (the "Belvidere Residential Site"), and the site and appurtenant rights and easements to be transferred to CWB are described in **Exhibit C** attached hereto (the "BSMUP Site"). Boston Properties will retain all of the development rights and obligations with respect to the portion of the Proposed Project remaining

to be constructed on the 2002 Remaining Commercial and Development Site as set forth in the Development Plan and related documents. Until transfer of the BSMUP Site to CWB, the BSMUP Site shall be considered part of the 2002 Remaining Commercial and Development Site.

Separation:

Boston Properties, Intercapital and CWB desire that (a) any future development of the 2002 Remaining Commercial and Development Site and any Development Review pursuant to the Development Plan with respect thereto, will be reviewed separately from any future review of the Belvidere Residential Site or the BSMUP Site, (b) any future development of the Belvidere Residential Site will be reviewed and considered separately from the 2002 Remaining Commercial and Development Site or the BSMUP Site, and (c) any future development of the BSMUP Site will be reviewed and considered separately from the 2002 Remaining Commercial and Development Site or the Belvidere Residential Site. With respect to the BSMUP Site, however, such provisions shall be effective only upon transfer of the BSMUP Site to CWB.

In order to accomplish the foregoing, Boston Properties will continue to be the owner and "Developer" of the 2002 Remaining Commercial and Development Site and retain all of the rights and obligations set forth in the Development Plan with respect to the 2002 Remaining Commercial and Development Site. Intercapital is obligated to observe the terms of the Development Plan as it pertains to the Belvidere Residential Site. Effective upon transfer of the BSMUP Site to CWB, CWB will be obligated to observe the terms of the Development Plan as it pertains to the BSMUP Site.

Any future changes proposed by Intercapital to the existing buildings or improvements on the Belvidere Residential Site which affect site improvements, exterior facades, roofscape and interior and exterior public spaces will be subject to the approval of the Authority, unless the Director determines that the changes are not consistent with the Development Plan, as amended by this Amendment No. 3 to Development Plan, as it pertains to the Belvidere Residential Site. If it is determined that the proposed changes are not consistent with the Development Plan, as amended by this Amendment No. 3 to Development Plan, Intercapital shall prepare an amendment to the Development Plan pertaining exclusively to the Belvidere Residential Site for approval by the Authority and the Commission pursuant to Sections 41-11 through 41-16 and Subsection 3-1A of the Boston Zoning Code. The development plan applicable to the Belvidere Residential Site (the "Belvidere Residential Site Development Plan") will be the Development Plan, as amended by this Amendment No. 3 to Development Plan and by any future amendments applicable to the Belvidere Residential Site.

Effective upon transfer of the BSMUP Site to CWB, any future changes proposed by CWB to the buildings or improvements on the BSMUP Site which affect site improvements, exterior facades, roofscape and interior and exterior public spaces will be subject to the approval of the Authority, unless the Director determines that the changes are not consistent with the Development Plan, as amended by this Amendment No. 3 to Development Plan, as it pertains to the BSMUP Site. If it is determined that the proposed changes are not consistent with the Development Plan, as amended by this Amendment No. 3 to Development Plan, CWB shall prepare an amendment to the Development Plan pertaining exclusively to the BSMUP Site for approval by the Authority and the Commission pursuant to Sections 41-11 through 41-16 and Subsection 3-1A of the Boston Zoning Code. The development plan applicable to the BSMUP Site (the "BSMUP Site Development Plan") will be the Development Plan, as amended by this

Amendment No. 3 to Development Plan and by any future amendments applicable to the BSMUP Residential Site.

The development plan applicable to the 2002 Remaining Commercial and Development Site (the "Commercial and Development Site Development Plan") will be the Development Plan, as amended by this Amendment No. 3 to Development Plan and by any future amendments applicable to the 2002 Remaining Commercial and Development Site. Future amendments to the Belvidere Residential Site Development Plan or the BSMUP Development Plan will not affect the 2002 Remaining Commercial and Development Site Development Plan or the rights of Boston Properties, and future amendments to the 2002 Commercial and Development Site Development Plan will not affect the Belvidere Development Plan or the rights of Intercapital or the BSMUP Development Plan or the rights of CWB.

Development Review Procedures:

All Development Review and any proposed amendments to the Development Plan with respect to the 2002 Remaining Commercial and Development Site and any consistency reviews with respect to the 2002 Remaining Commercial and Development Site shall be reviewed and considered separately from the Belvidere Residential Site and the BSMUP Site.

Any changes to the existing buildings and improvements on the Belvidere Residential Site which are determined by the Director of the Authority not to be consistent with the Development Plan as it pertains to the Belvidere Residential Site and which require an amendment to the Belvidere Residential Site Development Plan shall be reviewed and considered separately from (i) the 2002 Remaining Commercial and Development Site and the Development Plan with respect to the 2002 Remaining Commercial and Development Site and from (ii) the BSMUP Site and the Development Plan with respect to the BSMUP Site, and no such changes nor reviews or approvals required thereby will be deemed to affect or amend the 2002 Remaining Commercial and Development Site Development Plan with respect to the 2002 Remaining Commercial and Development Site or the BSMUP Development Plan with respect to the BSMUP Site.

Effective upon transfer of the BSMUP Site to CWB, any changes to the buildings and improvements on the BSMUP Site which are determined by the Director of the Authority not to be consistent with the Development Plan as it pertains to the BSMUP Site and which require an amendment to the BSMUP Site Development Plan shall be reviewed and considered separately from (i) the 2002 Remaining Commercial and Development Site and the Development Plan with respect to the 2002 Remaining Commercial and Development Site and from (ii) the Belvidere Site and the Development Plan with respect to the Belvidere Site and no such changes nor reviews or approvals required thereby will be deemed to affect or amend the 2002 Remaining Commercial and Development Site Development Plan with respect to the 2002 Remaining Commercial and Development Site or the Belvidere Development Plan with respect to the Belvidere Site.

Section 41-12, Subsection 2 of the Zoning Code provides for a maximum FAR in the PDA of six (6.0) and that the FAR shall be computed as though the land within the PDA were in single ownership notwithstanding actual ownership patterns or changes in ownership occurring after the approval of the Development Plan. The FAR on the Belvidere Residential Site alone will be 8.58 (the "Belvidere Residential Site FAR"). The FAR on the BSMUP Site alone will be 9.75 (the "BSMUP Site FAR"). The FAR on the Prudential Center (including the Sheraton Site,

the Existing Residential Site, the Belvidere Residential Site, the BSMUP Site and the 2002 Remaining Commercial and Development Site) after completion of the development of the Proposed Project will be less than six (6.0).

In order to preserve the development of the Proposed Project and any subsequent approved changes thereto with respect to the 2002 Remaining Commercial and Development Site, and in order to preserve the conformity of the proposed buildings on the Belvidere Residential Site and the conformity of the proposed buildings on the BSMUP Site with the overall FAR requirements of the PDA, (a) no new building or change to the existing buildings on the Belvidere Residential Site shall be allowed which would either (i) exceed a maximum building height of 130 feet or (ii) increase the existing gross floor area on the Belvidere Residential Site, and no amendment to the Belvidere Residential Site Development Plan with respect thereto shall be approved, (b) no new building or change to the existing buildings on the BSMUP Site shall be allowed which would either (i) exceed a maximum building height of 155 feet or (ii) increase the gross floor area on the BSMUP Site after construction of the BSMUP, and no amendment to the BSMUP Site Development Plan with respect thereto shall be approved, and (c) no new building or changes to the existing buildings or the Proposed Project on the 2002 Remaining Commercial and Development Site will be allowed if such new building or changes would cause the FAR of the combined PDA to exceed six (6.0), unless and until in each such case, an amendment of said Section 41-12, Subsection 2 is adopted which increases the maximum building height and/or FAR within the PDA to provide for such a proposed change on one site without adversely impacting the other site.

ATTACHMENTS:

Attachment 1	Conceptual BSMUP Site Plan
Attachment 2	Map showing BSMUP
Attachment 3	Map showing Phase 6 within Site

EXHIBIT A

2002 Remaining Commercial and Development Site

PARCEL 1: *(Registered Land -- Lot 16)*

That certain parcel of registered land located in the City of Boston, Suffolk County, Massachusetts, shown as Lot 16 on a Plan entitled, "Subdivision Plan of Land in Boston, Massachusetts, Suffolk County, being a subdivision of L.C.C. 28611F Lot 14" (Six (6) Sheets), dated September 14, 2001 on file with the Suffolk County Registry District of the Land Court as Land Court Plan No. 28611G.

Such portion of Lot 16 being more particularly bounded and described as follows:

Beginning at a point on the southeasterly line of Boylston Street, said point being S 69° 44' 37" W and a distance of 100.00 feet from the intersection of said line with the southwesterly line of Exeter Street.

THENCE running S 20° 16' 43" E, along land now or formerly of Hotel Lenox of Boston, Inc., a distance of 156.00 feet, to a point, said line being the middle line of a 20-foot wide passageway;

THENCE turning and running N 69° 44' 37" E, along land of said Hotel Lenox of Boston, Inc. a distance of 100.00 feet to a point on the aforesaid southwesterly line of Exeter Street, said line being the middle line of a 20-foot wide passageway;

THENCE turning and running S 20° 16' 43" E, along said southwesterly line of Exeter Street, a distance of 239.83 feet, to a point at land now or formerly of BP Supermarket LLC;

THENCE turning and running S 69° 44' 02" W, along land of said BP Supermarket LLC, a distance of 78.69 feet, to a point at land now or formerly of BP Supermarket LLC and Avalon Bay BFG Limited Partnership;

THENCE running along land, now or formerly of BP Supermarket LLC and Avalon Bay BFG Limited Partnership on the following two (2) courses:

N 20° 20' 49" W, a distance of 6.92 feet, to a point,
and S 69° 44' 02" W, a distance of 217.66 feet, to a point,

THENCE turning and running along land, now or formerly of BP Supermarket LLC to the northwesterly line of Huntington Avenue on the following three (3) courses:

S 20° 14' 38" E, a distance of 72.50 feet, to a point,
S 69° 45' 22" W, a distance of 11.55 feet, to a point,
and S 16° 25' 19" E, a distance of 256.90 feet, to a point,

THENCE turning and running S 41° 41' 32" W along the northwesterly line of Huntington Avenue, a distance of 832.00 feet, to a point;

THENCE turning and running N 47° 45' 56" W, along said northeasterly line of Belvidere Street, a distance of 20.05 feet, to a point;

THENCE running through land, now or formerly of BP Prucenter Acquisition LLC on the following twenty-six (26) courses:

N 04° 15' 23" W, a distance of 77.57 feet, to a point;
S 85° 44' 37" W, a distance of 0.50 feet, to a point,
N 04° 15' 23" W, a distance of 3.33 feet, to a point,
N 85° 44' 37" E, a distance of 3.29 feet, to a point,
N 04° 15' 23" W, a distance of 26.67 feet, to a point,
S 85° 44' 37" W, a distance of 3.29 feet, to a point,
N 04° 15' 23" W, a distance of 3.33 feet, to a point,
N 85° 44' 37" E, a distance of 3.06 feet, to a point,
N 04° 15' 23" W, a distance of 26.67 feet, to a point,
S 85° 44' 37" W, a distance of 3.06 feet, to a point,
N 04° 15' 23" W, a distance of 30.66 feet, to a point of curvature,

Northwesterly on a non-tangent curve to the right having a radius of 93.40 feet, and an arc length of 118.17 feet, to a point,

N 06° 27' 51" E, a distance of 17.62 feet, to a point;
N 20° 15' 23" W, a distance of 40.26 feet, to a point,
S 69° 44' 37" W, a distance of 19.88 feet, to a point,
N 20° 15' 23" W, a distance of 4.00 feet, to a point,
S 69° 44' 37" W, a distance of 10.00 feet, to a point,
S 20° 15' 23" E, a distance of 4.00 feet, to a point,
S 69° 44' 37" W, a distance of 59.00 feet, to a point,
S 20° 15' 23" E, a distance of 63.61 feet, to a point,
N 69° 44' 37" E, a distance of 4.50 feet, to a point of curvature,

Southeasterly on a non-tangent curve to the left having a radius of 170.02 feet, and an arc length of 96.48 feet, to a point;

S 20° 15' 23" E, a distance of 28.10 feet, to a point;
N 47° 45' 56" W, a distance of 55.83 feet, to a point;
N 80° 43' 56" W, a distance of 69.01 feet, to a point;

and S 41° 41' 57" W, a distance of 48.13 feet, to a point on the aforesaid northeasterly line of Belvidere Street;

THENCE turning and running N 78° 38' 20" W, along southeasterly line of Belvidere Street, a distance of 59.09 feet, to a point at land, now or formerly of Sheraton Boston Hotel Trust;

THENCE running by land of said Sheraton Boston Hotel Trust on the following seven (7) courses:

N 20° 15' 23" W, a distance of 133.13 feet, to a point;
N 69° 44' 37" E, a distance of 7.12 feet, to a point;
N 20° 15' 23" W, a distance of 18.70 feet, to a point;
S 69° 44' 37" W, a distance of 7.12 feet, to a point;
N 20° 15' 23" W, a distance 174.70 feet, to a point;
N 69° 44' 37" E, a distance of 2.86 feet, to a point;
and N 20° 15' 23" W, a distance of 137.40 feet, to a point at land now or formerly of Massachusetts Convention Center Authority;

THENCE running by land of said authority on the following eight (8) courses;

N 69° 44' 37" E, a distance of 22.00 feet, to a point;
S 20° 15' 23" E, a distance of 77.00 feet, to a point;
N 69° 44' 37" E, a distance of 153.92 feet, to a point;
N 20° 15' 23" W, a distance 120.58 feet, to a point;
N 69° 44' 37" E, a distance of 28.58 feet, to a point;
N 20° 15' 23" W, a distance of 241.42 feet, to a point;
N 69° 44' 37" E, a distance of 8.00 feet, to a point;
and N 20° 15' 23" W, a distance of 125.34 feet, to a point on the aforesaid southeasterly line of Boylston Street;

THENCE turning and running N 69° 44' 37" E, along said southeasterly line of Boylston Street a distance of 996.88 feet to the point of beginning.

The above described Parcel 1 containing 876,345 square feet, more or less, or 20.12 acres more or less, and excludes Lots 9, 10 and 11 as shown on L.C. Plan 28611F.

Until transfer of the BSMUP Parcel, the below described BSMUP Parcel shall be considered included in the 2002 Remaining Commercial and Development Site. Following such transfer, Parcel 1 (described above) of the 2002 Remaining Commercial and Development Site shall exclude the following parcel:

BSMUP Parcel

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

Beginning at the southerly sideline of Boylston Street, said point being

S 69° 44' 37" W, and a distance of 368.41 feet from the intersection of said line with the southwesterly line of Exeter Street, to the *True point of beginning*;

THENCE running S 20°15'23" E a distance of 93.67 feet through land of BP Prucenter Acquisition LLC to a point;

THENCE continuing through land of said BP Prucenter Acquisition LLC, S 69°44'37" W a distance of 492.75 feet to a point;

THENCE running N 20°15'23" W a distance of 93.67 feet to a point;

THENCE running N 69°44'37" E a distance of 492.75 feet along the southerly sideline of Boylston Street to the *True point of beginning*.

The above described BSMUP Parcel containing 46,157 square feet, more or less. Following transfer of the BSMUP Parcel, the area of the above described Parcel 1 being reduced to 830,188 square feet, more or less, or 19.06 acres.

PARCEL 2: (Unregistered Parcel)

Beginning at a point on the northeasterly line of Belvidere Street, said point being N47°45'56"W and a distance of 131.08 feet from the intersection of said northeasterly line of Belvidere Street with the northwesterly line of Huntington Avenue;

THENCE running N 78°38'20"W, along said northeasterly line of Belvidere Street, a distance of 166.96 feet, to a point;

THENCE running through land of Prudential Insurance Company of America on the following three (3) courses:

N41°41'57"E, a distance of 48.13 feet, to a point;
S80°43'56"E, a distance of 69.01, to a point; and
S47°45'56"E, a distance of 85.86 feet, to the point of beginning.

The above described parcel containing 5,080 square feet, more or less, is shown on a plan titled "Plan of Land dated March 10, 1959" by New England Survey Service, Inc. Recorded at the Suffolk County Registry of Deeds at in Book 7387, Page 192.

The above described parcel is also shown on a plan entitled "Plan of Land in Boston, Massachusetts, Suffolk County," dated June 25, 1998, by Cullinan Engineering Co., Inc., recorded with the Suffolk County Registry of Deeds in Book 22643, Page 112.

PARCELS 3A and 3B: (*Supermarket Registered Parcel and Supermarket Unregistered Parcel*)

A. That certain parcel of registered land located on Huntington Avenue in the City of Boston, County of Suffolk, Commonwealth of Massachusetts shown as Lot 15 on a plan entitled "Subdivision Plan of Land in Boston, Massachusetts, Suffolk County, being a subdivision of L.C.C. 28611F Lot 14" (Six (6) Sheets) dated September 14, 2001 on file with the Commonwealth of Massachusetts Land Court as Land Court Plan No. 28611G (hereinafter referred to as the "Plan") containing 59,956 square feet, more or less, or 1.38 acres, more or less, as shown on said Plan; and

B. That certain parcel of unregistered land bounded and described as follows:

Beginning at a point on the southwesterly line of Exeter Street, said point being S 20 16' 43" E and a distance of 544.52 feet from the intersection of said southwesterly line of Exeter Street with the southeasterly line of Boylston Street;

THENCE running S 20 16' 43" E along said southwesterly line of Exeter Street, a distance of 7.25 feet, to a point of curvature;

THENCE running southerly, on a curve to the right, having a radius of 20.00 feet, an arc distance of 21.64 feet, to a point of tangency on the northwesterly line of Huntington Avenue;

THENCE running S 41 41' 32" W, along said northwesterly line of Huntington Avenue, a distance of 222.91 feet, to a point of curvature.

THENCE running southwesterly along said northwesterly line of Huntington Avenue, on a curve to the right, having a radius of 290.00 feet, an arc distance of 99.79 feet, to a point;

THENCE turning and running N 41 41' 32" E, through land of Prudential Insurance Company of America, a distance of 341.80 feet, to the point of beginning.

The above described parcel containing 5,162 square feet, more or less, is shown on a plan titled "Compiled Plan of Land by New England Survey Service, Inc." dated June 23, 1965, recorded at Suffolk County Registry of Deeds in Book 8167, Page 251.

The above described parcel is also shown on the plan entitled "Plan of Land in Boston, Massachusetts, Suffolk County," dated June 25, 1998, by Cullinan Engineering Co., Inc., recorded with the Suffolk County Registry of Deeds in Book 22643, Page 112.

EXHIBIT B

Belvidere Residential Site

A parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts, being shown as Lot 13 on a plan entitled, "Subdivision Plan of Land in Boston, Massachusetts, Suffolk County, being a subdivision of L.C.C. 28611E Lot 12" (Five (5) Sheets) dated May 23, 2000 on file with the Massachusetts Land Court as Land Court Plan No. 28611F and being more particularly bounded and described as follows:

Beginning at a point on the northeasterly side of Belvidere Street being $N 47^{\circ} 45' 56''$ W and 20.05 feet from the northerly intersection of Belvidere Street and Huntington Avenue.

THENCE running $N 47^{\circ} 45' 56''$ W, along said northeasterly line of Belvidere Street, a distance of 141.06 feet, to a point.

THENCE running through land, now or formerly of BP Prucenter Acquisition LLC on the following twenty-three (23) courses:

$N 20^{\circ} 15' 23''$ W, a distance of 28.10 feet, to a point of curvature,

Northwesterly on a non-tangent curve to the right having a radius of 170.02 feet, and an arc length of 96.48 feet, to a point;

$S 69^{\circ} 44' 37''$ W, a distance of 4.50 feet, to a point,
 $N 20^{\circ} 15' 23''$ W, a distance of 63.61 feet, to a point,
 $N 69^{\circ} 44' 37''$ E, a distance of 59.00 feet, to a point,
 $N 20^{\circ} 15' 23''$ W, a distance of 4.00 feet, to a point,
 $N 69^{\circ} 44' 37''$ E, a distance of 10.00 feet, to a point,
 $S 20^{\circ} 15' 23''$ E, a distance of 4.00 feet, to a point,
 $N 69^{\circ} 44' 37''$ E, a distance of 19.88 feet, to a point,
 $S 20^{\circ} 15' 23''$ E, a distance of 40.26 feet, to a point,
 $S 06^{\circ} 27' 51''$ W, a distance of 17.62 feet, to a point of curvature;

Southeasterly on a non-tangent curve to the left having a radius of 93.40 feet, and an arc length of 118.17 feet, to a point,

$S 04^{\circ} 15' 23''$ E, a distance of 30.66 feet, to a point,
 $N 85^{\circ} 44' 37''$ E, a distance of 3.06 feet, to a point,
 $S 04^{\circ} 15' 23''$ E, a distance of 26.67 feet, to a point,

$S 85^{\circ} 44' 37''$ W, a distance of 3.06 feet, to a point,
 $S 04^{\circ} 15' 23''$ E, a distance of 3.33 feet, to a point,
 $N 85^{\circ} 44' 37''$ E, a distance of 3.29 feet, to a point,
 $S 04^{\circ} 15' 23''$ E, a distance of 26.67 feet, to a point,
 $S 85^{\circ} 44' 37''$ W, a distance of 3.29 feet, to a point,

S 04° 15' 23" E, a distance of 3.33 feet, to a point,
N 85° 44' 37" E, a distance of 0.50 feet, to a point,
and S 04° 15' 23" E, a distance of 77.57 feet, to the point of beginning;

The above described parcel containing 23,013 square feet or 0.53 acre, more or less.

EXHIBIT C

BSMUP Site

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

Beginning at a point on the southeasterly line of Boylston Street, said point being S 69° 44' 37" W, and a distance of 368.41 feet from the intersection of said line with the southwesterly line of Exeter Street.

THENCE running S 20°15'23" E a distance of 93.67 feet through land of BP Prucenter Acquisition LLC to a point;

THENCE continuing through land of said BP Prucenter Acquisition LLC, S 69°44'37" W a distance of 492.75 feet to a point;

THENCE running N 20°15'23" W a distance of 93.67 feet to a point;

THENCE running N 69°44'37" E a distance of 492.75 feet along the southerly sideline of Boylston Street to the point of beginning.

The above described parcel containing 46,157 square feet or 1.06 acres, more or less.

EXHIBIT A

2002 Remaining Commercial and Development Site

PARCEL 1: *(Registered Land -- Lot 16)*

That certain parcel of registered land located in the City of Boston, Suffolk County, Massachusetts, shown as Lot 16 on a Plan entitled, "Subdivision Plan of Land in Boston, Massachusetts, Suffolk County, being a subdivision of L.C.C. 28611F Lot 14" (Six (6) Sheets), dated September 14, 2001 on file with the Suffolk County Registry District of the Land Court as Land Court Plan No. 28611G.

Such portion of Lot 16 being more particularly bounded and described as follows:

Beginning at a point on the southeasterly line of Boylston Street, said point being S 69° 44' 37" W and a distance of 100.00 feet from the intersection of said line with the southwesterly line of Exeter Street.

THENCE running S 20° 16' 43" E, along land now or formerly of Hotel Lenox of Boston, Inc., a distance of 156.00 feet, to a point, said line being the middle line of a 20-foot wide passageway;

THENCE turning and running N 69° 44' 37" E, along land of said Hotel Lenox of Boston, Inc. a distance of 100.00 feet to a point on the aforesaid southwesterly line of Exeter Street, said line being the middle line of a 20-foot wide passageway;

THENCE turning and running S 20° 16' 43" E, along said southwesterly line of Exeter Street, a distance of 239.83 feet, to a point at land now or formerly of BP Supermarket LLC;

THENCE turning and running S 69° 44' 02" W, along land of said BP Supermarket LLC, a distance of 78.69 feet, to a point at land now or formerly of BP Supermarket LLC and Avalon Bay BFG Limited Partnership;

THENCE running along land, now or formerly of BP Supermarket LLC and Avalon Bay BFG Limited Partnership on the following two (2) courses:

N 20° 20' 49" W, a distance of 6.92 feet, to a point,
and S 69° 44' 02" W, a distance of 217.66 feet, to a point,

THENCE turning and running along land, now or formerly of BP Supermarket LLC to the northwesterly line of Huntington Avenue on the following three (3) courses:

S 20° 14' 38" E, a distance of 72.50 feet, to a point,
S 69° 45' 22" W, a distance of 11.55 feet, to a point,
and S 16° 25' 19" E, a distance of 256.90 feet, to a point,

THENCE turning and running S 41° 41' 32" W along the northwesterly line of Huntington Avenue, a distance of 832.00 feet, to a point;

THENCE turning and running N 47° 45' 56" W, along said northeasterly line of Belvidere Street, a distance of 20.05 feet, to a point;

THENCE running through land, now or formerly of BP Prucenter Acquisition LLC on the following twenty-six (26) courses:

N 04° 15' 23" W, a distance of 77.57 feet, to a point;
S 85° 44' 37" W, a distance of 0.50 feet, to a point,
N 04° 15' 23" W, a distance of 3.33 feet, to a point,
N 85° 44' 37" E, a distance of 3.29 feet, to a point,
N 04° 15' 23" W, a distance of 26.67 feet, to a point,
S 85° 44' 37" W, a distance of 3.29 feet, to a point,
N 04° 15' 23" W, a distance of 3.33 feet, to a point,
N 85° 44' 37" E, a distance of 3.06 feet, to a point,
N 04° 15' 23" W, a distance of 26.67 feet, to a point,
S 85° 44' 37" W, a distance of 3.06 feet, to a point,
N 04° 15' 23" W, a distance of 30.66 feet, to a point of curvature,

Northwesterly on a non-tangent curve to the right having a radius of 93.40 feet, and an arc length of 118.17 feet, to a point,

N 06° 27' 51" E, a distance of 17.62 feet, to a point;
N 20° 15' 23" W, a distance of 40.26 feet, to a point,
S 69° 44' 37" W, a distance of 19.88 feet, to a point,
N 20° 15' 23" W, a distance of 4.00 feet, to a point,
S 69° 44' 37" W, a distance of 10.00 feet, to a point,
S 20° 15' 23" E, a distance of 4.00 feet, to a point,
S 69° 44' 37" W, a distance of 59.00 feet, to a point,
S 20° 15' 23" E, a distance of 63.61 feet, to a point,
N 69° 44' 37" E, a distance of 4.50 feet, to a point of curvature,

Southeasterly on a non-tangent curve to the left having a radius of 170.02 feet, and an arc length of 96.48 feet, to a point;

S 20° 15' 23" E, a distance of 28.10 feet, to a point;
N 47° 45' 56" W, a distance of 55.83 feet, to a point;
N 80° 43' 56" W, a distance of 69.01 feet, to a point;
and S 41° 41' 57" W, a distance of 48.13 feet, to a point on the aforesaid northeasterly line of Belvidere Street;

THENCE turning and running N 78° 38' 20" W, along southeasterly line of Belvidere Street, a distance of 59.09 feet, to a point at land, now or formerly of Sheraton Boston Hotel Trust;

THENCE running by land of said Sheraton Boston Hotel Trust on the following seven (7) courses:

N 20° 15' 23" W, a distance of 133.13 feet, to a point;
N 69° 44' 37" E, a distance of 7.12 feet, to a point;
N 20° 15' 23" W, a distance of 18.70 feet, to a point;
S 69° 44' 37" W, a distance of 7.12 feet, to a point;
N 20° 15' 23" W, a distance 174.70 feet, to a point;
N 69° 44' 37" E, a distance of 2.86 feet, to a point;
and N 20° 15' 23" W, a distance of 137.40 feet, to a point at land now or formerly of Massachusetts Convention Center Authority;

THENCE running by land of said authority on the following eight (8) courses;

N 69° 44' 37" E, a distance of 22.00 feet, to a point;
S 20° 15' 23" E, a distance of 77.00 feet, to a point;
N 69° 44' 37" E, a distance of 153.92 feet, to a point;
N 20° 15' 23" W, a distance 120.58 feet, to a point;
N 69° 44' 37" E, a distance of 28.58 feet, to a point;
N 20° 15' 23" W, a distance of 241.42 feet, to a point;
N 69° 44' 37" E, a distance of 8.00 feet, to a point;
and N 20° 15' 23" W, a distance of 125.34 feet, to a point on the aforesaid southeasterly line of Boylston Street;

THENCE turning and running N 69° 44' 37" E, along said southeasterly line of Boylston Street a distance of 996.88 feet to the point of beginning.

The above described Parcel 1 containing 876,345 square feet, more or less, or 20.12 acres more or less, and excludes Lots 9, 10 and 11 as shown on L.C. Plan 28611F.

Until transfer of the BSMUP Parcel, the below described BSMUP Parcel shall be considered included in the 2002 Remaining Commercial and Development Site. Following such transfer, Parcel 1 (described above) of the 2002 Remaining Commercial and Development Site shall exclude the following parcel:

BSMUP Parcel

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

Beginning at the southerly sideline of Boylston Street, said point being

S 69° 44' 37" W, and a distance of 368.41 feet from the intersection of said line with the southwesterly line of Exeter Street, to the *True point of beginning*;

THENCE running S 20°15'23" E a distance of 93.67 feet through land of BP Prucenter Acquisition LLC to a point;

THENCE continuing through land of said BP Prucenter Acquisition LLC, S 69°44'37" W a distance of 492.75 feet to a point;

THENCE running N 20°15'23" W a distance of 93.67 feet to a point;

THENCE running N 69°44'37" E a distance of 492.75 feet along the southerly sideline of Boylston Street to the *True point of beginning*.

The above described BSMUP Parcel containing 46,157 square feet, more or less. Following transfer of the BSMUP Parcel, the area of the above described Parcel 1 being reduced to 830,188 square feet, more or less, or 19.06 acres.

PARCEL 2: (*Unregistered Parcel*)

Beginning at a point on the northeasterly line of Belvidere Street, said point being N47°45'56"W and a distance of 131.08 feet from the intersection of said northeasterly line of Belvidere Street with the northwesterly line of Huntington Avenue;

THENCE running N 78°38'20"W, along said northeasterly line of Belvidere Street, a distance of 166.96 feet, to a point;

THENCE running through land of Prudential Insurance Company of America on the following three (3) courses:

N41°41'57"E, a distance of 48.13 feet, to a point;
S80°43'56"E, a distance of 69.01, to a point; and
S47°45'56"E, a distance of 85.86 feet, to the point of beginning.

The above described parcel containing 5,080 square feet, more or less, is shown on a plan titled "Plan of Land dated March 10, 1959" by New England Survey Service, Inc. Recorded at the Suffolk County Registry of Deeds at in Book 7387, Page 192.

The above described parcel is also shown on a plan entitled "Plan of Land in Boston, Massachusetts, Suffolk County," dated June 25, 1998, by Cullinan Engineering Co., Inc., recorded with the Suffolk County Registry of Deeds in Book 22643, Page 112.

PARCELS 3A and 3B: (*Supermarket Registered Parcel and Supermarket Unregistered Parcel*)

A. That certain parcel of registered land located on Huntington Avenue in the City of Boston, County of Suffolk, Commonwealth of Massachusetts shown as Lot 15 on a plan entitled "Subdivision Plan of Land in Boston, Massachusetts, Suffolk County, being a subdivision of L.C.C. 28611F Lot 14" (Six (6) Sheets) dated September 14, 2001 on file with the Commonwealth of Massachusetts Land Court as Land Court Plan No. 28611G (hereinafter referred to as the "Plan") containing 59,956 square feet, more or less, or 1.38 acres, more or less, as shown on said Plan; and

B. That certain parcel of unregistered land bounded and described as follows:

Beginning at a point on the southwesterly line of Exeter Street, said point being S 20 16' 43" E and a distance of 544.52 feet from the intersection of said southwesterly line of Exeter Street with the southeasterly line of Boylston Street;

THENCE running S 20 16' 43" E along said southwesterly line of Exeter Street, a distance of 7.25 feet, to a point of curvature;

THENCE running southerly, on a curve to the right, having a radius of 20.00 feet, an arc distance of 21.64 feet, to a point of tangency on the northwesterly line of Huntington Avenue;

THENCE running S 41 41' 32" W, along said northwesterly line of Huntington Avenue, a distance of 222.91 feet, to a point of curvature.

THENCE running southwesterly along said northwesterly line of Huntington Avenue, on a curve to the right, having a radius of 290.00 feet, an arc distance of 99.79 feet, to a point;

THENCE turning and running N 41 41' 32" E, through land of Prudential Insurance Company of America, a distance of 341.80 feet, to the point of beginning.

The above described parcel containing 5,162 square feet, more or less, is shown on a plan titled "Compiled Plan of Land by New England Survey Service, Inc." dated June 23, 1965, recorded at Suffolk County Registry of Deeds in Book 8167, Page 251.

The above described parcel is also shown on the plan entitled "Plan of Land in Boston, Massachusetts, Suffolk County," dated June 25, 1998, by Cullinan Engineering Co., Inc., recorded with the Suffolk County Registry of Deeds in Book 22643, Page 112.

EXHIBIT B

Belvidere Residential Site

A parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts, being shown as Lot 13 on a plan entitled, "Subdivision Plan of Land in Boston, Massachusetts, Suffolk County, being a subdivision of L.C.C. 28611E Lot 12" (Five (5) Sheets) dated May 23, 2000 on file with the Massachusetts Land Court as Land Court Plan No. 28611F and being more particularly bounded and described as follows:

Beginning at a point on the northeasterly side of Belvidere Street being N 47° 45' 56" W and 20.05 feet from the northerly intersection of Belvidere Street and Huntington Avenue.

THENCE running N 47° 45' 56" W, along said northeasterly line of Belvidere Street, a distance of 141.06 feet, to a point.

THENCE running through land, now or formerly of BP Prucenter Acquisition LLC on the following twenty-three (23) courses:

N 20° 15' 23" W, a distance of 28.10 feet, to a point of curvature,

Northwesterly on a non-tangent curve to the right having a radius of 170.02 feet, and an arc length of 96.48 feet, to a point;

S 69° 44' 37" W, a distance of 4.50 feet, to a point,
N 20° 15' 23" W, a distance of 63.61 feet, to a point,
N 69° 44' 37" E, a distance of 59.00 feet, to a point,
N 20° 15' 23" W, a distance of 4.00 feet, to a point,
N 69° 44' 37" E, a distance of 10.00 feet, to a point,
S 20° 15' 23" E, a distance of 4.00 feet, to a point,
N 69° 44' 37" E, a distance of 19.88 feet, to a point,
S 20° 15' 23" E, a distance of 40.26 feet, to a point,
S 06° 27' 51" W, a distance of 17.62 feet, to a point of curvature;

Southeasterly on a non-tangent curve to the left having a radius of 93.40 feet, and an arc length of 118.17 feet, to a point,

S 04° 15' 23" E, a distance of 30.66 feet, to a point,
N 85° 44' 37" E, a distance of 3.06 feet, to a point,
S 04° 15' 23" E, a distance of 26.67 feet, to a point,

S 85° 44' 37" W, a distance of 3.06 feet, to a point,
S 04° 15' 23" E, a distance of 3.33 feet, to a point,
N 85° 44' 37" E, a distance of 3.29 feet, to a point,
S 04° 15' 23" E, a distance of 26.67 feet, to a point,
S 85° 44' 37" W, a distance of 3.29 feet, to a point,

S 04° 15' 23" E, a distance of 3.33 feet, to a point,
N 85° 44' 37" E, a distance of 0.50 feet, to a point,
and S 04° 15' 23" E, a distance of 77.57 feet, to the point of beginning;

The above described parcel containing 23,013 square feet or 0.53 acre, more or less.

EXHIBIT C

BSMUP Site

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

Beginning at a point on the southeasterly line of Boylston Street, said point being S 69° 44' 37" W, and a distance of 368.41 feet from the intersection of said line with the southwesterly line of Exeter Street.

THENCE running S 20°15'23" E a distance of 93.67 feet through land of BP Prucenter Acquisition LLC to a point;

THENCE continuing through land of said BP Prucenter Acquisition LLC, S 69°44'37" W a distance of 492.75 feet to a point;

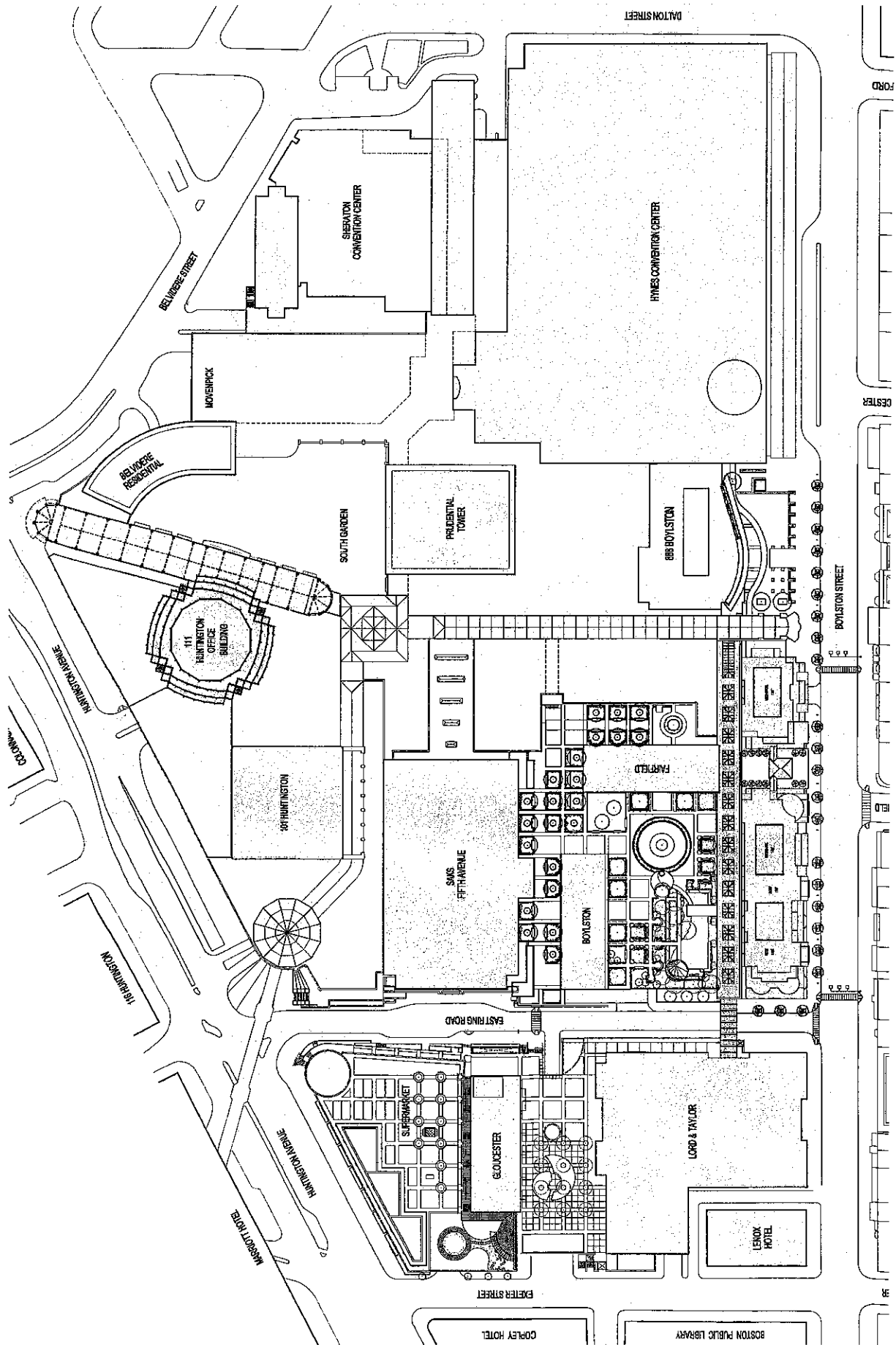
THENCE running N 20°15'23" W a distance of 93.67 feet to a point;

THENCE running N 69°44'37" E a distance of 492.75 feet along the southerly sideline of Boylston Street to the point of beginning.

The above described parcel containing 46,157 square feet or 1.06 acres, more or less.

ATTACHMENT 1

CONCEPTUAL BSMUP SITE PLAN



boylston street mixed use project

boston, massachusetts

b t childs.bertman.tseckares.inc
 110. Canal Street
 Boston. MA. 02114

site plan

ATTACHMENT 2

MAP SHOWING BSMUP

FAIRFIELD STREET



BOYLSTON

(PUBLIC - 80' WIDE)

STREET

BSMUP SITE
PARCEL AREA = 46,157 S.F.

RING ROAD

BOYLSTON ARCADE

FAIRFIELD LOT 9

LOT 16

DWG FILE # P14-BL006

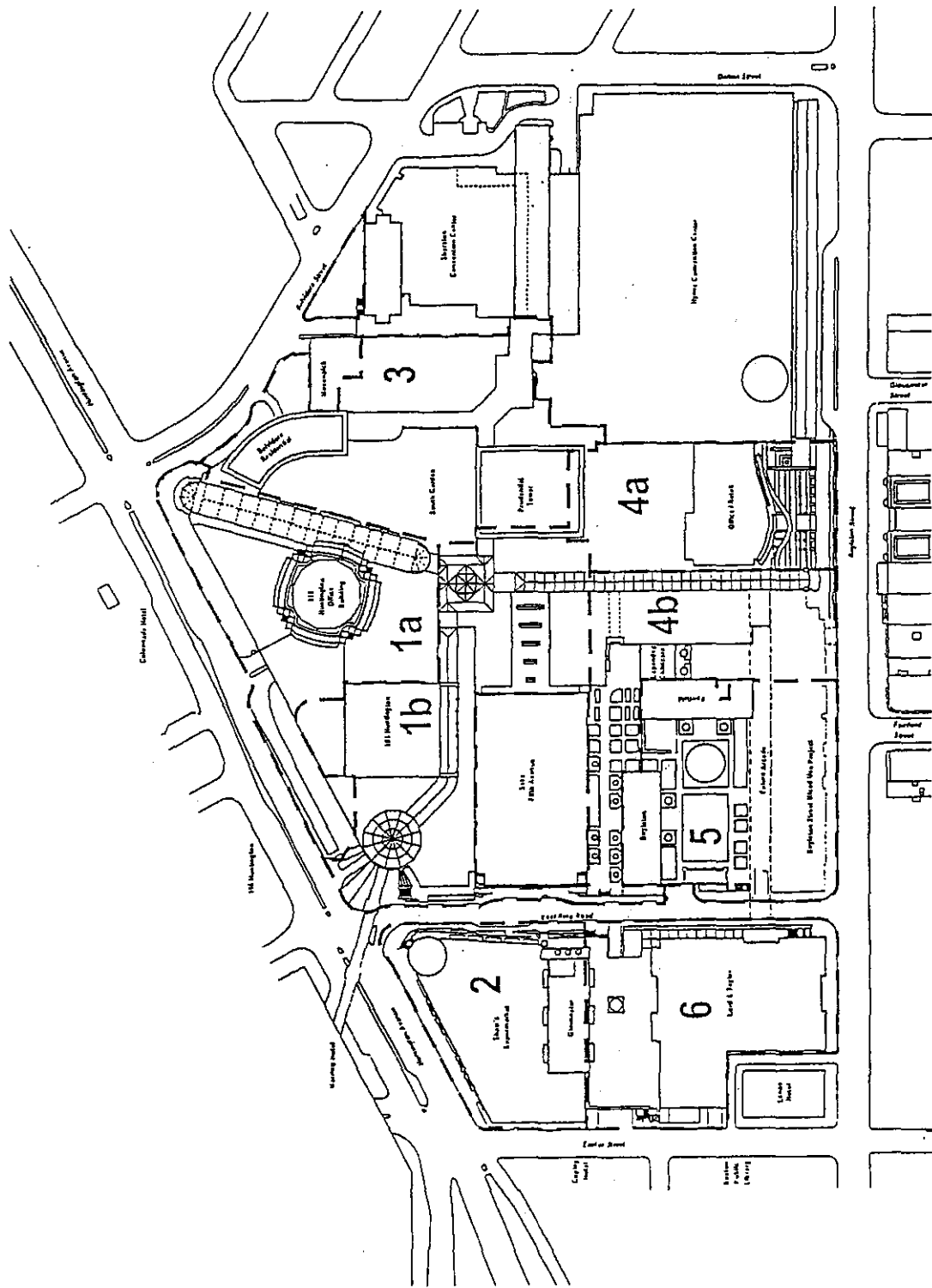


DATE	REVISION	DESCRIPTION	BY

PLAN OF BSMUP SITE			
PORTION OF AREA INVOLVED, ON AND OFF			
BOYLSTON STREET			
BOSTON, MASSACHUSETTS			
0	1	2	3
FEET			
SCALE: N.T.S.			
DATE: NOVEMBER 18, 2001		PLAN NUMBER: 2001B-10-P14-01	
0		1	
CENTIMETERS			
SHEET			1 OF 1

ATTACHMENT 3

MAP SHOWING PHASE 6 WITHIN SITE



To memorialize the affordable housing commitments and to fulfill the requirements of Article 80, the Authority and the Developer will enter into an Affordable Housing Agreement. The Developer will also submit to the Boston Fair Housing Commission (the "BFHC") an Affirmative Marketing and Tenant Selection Plan, which must be approved by the BFHC and the BRA at the same time that the Affordable Housing Agreement is executed. The Units will be affordable for not less than forty (40) years. Preference will be given to Boston residents and to those who meet an occupancy standard of a minimum of one person per bedroom.

Development Impact Project Exaction

The Proposed Project Sub-Phase constitutes a sub-phase of the Prudential Center Redevelopment, which is a DIP under Article 80B-7 of the Code. The Developer will provide for the Proposed Project Sub-Phase linkage funds of \$5.49 per square foot of DIP uses to benefit the Neighborhood Housing Trust (the "NHT") and \$1.09 per square foot of DIP uses to benefit the Neighborhood Jobs Trust (the "NJT") pursuant to the provisions of Article 80, Section 80B-7 of the Code. Based upon the plans to date, these estimated linkage payments are calculated as follows:

Housing Linkage:

DIP Uses	258,277 square foot
	x \$5.49/square foot
	\$1,417,940

Jobs Linkage:

DIP Uses	258,277 square foot
	x \$1.09/square foot
	\$281,522

In addition, portions of Phases 4b and 5 outside of the Proposed Project Sub-Phase contain an additional 62,148 square feet of DIP uses and will there for contribute an additional \$310,740 to the NHT and \$62,148 to the NJT. Accordingly, the total linkage attributable to Phases 4b and 5 are as follows: \$1,728,680 in Housing Linkage and \$343,670 in Jobs Linkage.

Master Plan for PDA No. 37

The Third PDA Amendment submitted by the proponent to the Authority on December 7, 2001 includes a Master Plan for PDA No. 37 which adopts the Development Plan for Phases 1 through 5 of PDA No. 37, containing more than five acres. In addition, the Master Plan sets forth the development concept for a newly designated Phase 6 located between East Ring Road and Exeter Street. The newly designated Phase 6 was requested by PruPAC in an effort to increase the potential for additional residential use within the Prudential Center and to confirm PruPAC's understanding that the lower levels may include two to three floors of retail. By agreement with the proponent, the public comment period for the Master Plan was extended and ended on February 19, 2002. In accordance with Article 3-1A and Article 80C of the Code, in conjunction with Article 41 of the Code, the Master Plan sets forth information on the development of the Phase 6 (and adopts the Development Plan for the remainder of the PDA) including a statement of the development concept, including the planning objectives and character of the development, the proposed uses of the area, the range of dimensional requirements contemplated for each of the proposed uses, and the proposed phasing of construction of the development. Approval of the Master Plan included in the Third PDA Amendment requires a

public hearing before the Zoning Commission. No work shall proceed in Phase 6, except for reconstruction or alteration of existing structures, until a further amendment to the Development Plan is approved by the Authority and the Zoning Commission, in each case, after a further public hearing.

Transfer of Belvidere Residential Site and Future - Transfer of BSMUP Site

During November of 2000, BP Prucenter Acquisition LLC, an affiliate of Boston Properties, Inc., transferred the Belvidere Residential Site (Phase 3 of the Development Plan) to Intercapital Belvidere Limited Partnership ("Intercapital"). In connection with the proposed development of the Proposed Project Sub-Phase, Boston Properties proposes to transfer the Site to the Developer.

Article XI of the Prudential Center Redevelopment Plan anticipates the transfer of portions of Prudential Center, stating that the Prudential Center may be "severed into several parcels." The area transferred to Intercapital (the "Belvidere Residential Site"), the area to be transferred to CWB Boylston LLC in connection with the Proposed Project Sub-Phase (the "BSMUP Site") and the remaining area within Prudential Center owned by Boston Properties (the "2002 Remaining Commercial and Development Site"), respectively, are shown on Exhibit F (attached hereto), including the underground areas beneath each site, and appurtenant easement rights for parking and continued operation of Prudential Center as an integrated facility. The portion retained by Boston Properties includes all rights necessary to comply with the remaining development obligations set forth in the Development Plan.

In order to separate the real estate interests currently held or to be held by Boston Properties, Intercapital and the developer as a result of the transactions described above, the proposed amendment would create a separate parcel for the Belvidere Residential Site, a separate parcel for the BSMUP Site (effective upon transfer of the BSMUP Site to CWB), and a separate parcel for the 2002 Remaining Commercial and Development Site. At the time of acquisition by Sheraton Boston Corporation of the Hotel in 1994, the Board approved a similar amendment severing the Hotel Site from the remainder of Prudential Center; further, at the time of acquisition by Avalon Bay BFG Limited Partnership, the Board approved a similar amendment in 1998 severing the Avalon Site (the "Existing Residential Site") from the remainder of Prudential Center. After the sales and the proposed amendment, each of the 2002 Remaining Commercial and Development Site, the Belvidere Residential Site and the BSMUP Site will continue to be subject to Article 41 of the Boston Zoning Code as amended by Map Amendment No. 236 establishing PDA No. 37.

Zoning Commission Approval

The amendment to the Development Plan will require the approval of the Zoning Commission in compliance with Article 3-1A of the Code. This action includes approving an amendment to the Development Plan and Development Impact Project Plan for Planned Development Area No. 37, as amended by Amendment No. 1 and as further amended by Amendment No. 2, which were approved by the Zoning Commission on March 20, 1990, December 14, 1994 and October 21, 1998.

In addition, the Zoning Map Amendment and the Zoning Text Amendment, as discussed above, will require the approval of the Zoning Commission.

Recommendations

The Proposed Project Sub-Phase, an alternative development option for Phases 4b and 5 under the Development Plan, represents a beneficial development of an undeveloped site within Prudential Center at a scale and density appropriate for the Prudential Center Site, which will add residential and

hotel use on Boylston Street. Staff finds that the Proposed Project Sub-Phase complies with the requirements set forth in Article 80B of the Code for Large Project Review.

In light of the substantial benefits from the Proposed Project Sub-Phase, it is recommended that the Authority (1) approve the Third PDA Amendment, including a Master Plan for the Prudential Center Site; (2) approve the severing of the Prudential Center Site to create individual parcels for the Belvidere Residential Site and the BSMUP Site within the Prudential Center Site, all pursuant to Article 80C of the Code; and (3) authorize the Director to: (a) petition the Zoning Commission for approval of the Third PDA Amendment, including a Master Plan for the Prudential Center Site, pursuant to Article 80C-5 of the Code, which was filed by the proponent on December 7, 2001, as modified in Exhibit C hereto; (b) issue a recommendation to the Zoning Commission for approval of a zoning map amendment filed by the proponent on December 7, 2001, as modified in Exhibit D hereto, and associated zoning text amendment filed by the proponent on January 11, 2001, as modified in Exhibit E hereto; (c) issue a Certificate of Consistency pursuant to Article 80C-5 of the Code upon completion of the Article 80 review process; (d) issue a determination that no further review is required following review of the Notice of Project Change and Response to Request for Supplemental Documentation for the Proposed Project Sub-Phase, in accordance with Article 80A-6 of the Code; (e) issue a Scoping Determination waiving further review of the Proposed Project Sub-Phase pursuant to Article 80B-5.3(d) of the Code; (f) issuance a Certificate of Compliance pursuant to Article 80B-6 of the Code upon completion of the Article 80 review process; and (g) execute and deliver all documents deemed appropriate by the Director in connection with the Boylston Street Mixed Use Project pursuant to Article 80, including, without limitation, a Second Amendment to Cooperation Agreement, a First Amendment to Development Impact Project Agreement, an Affordable Housing Agreement, and Third Amendment to Transportation Access Plan Agreement.

Appropriate votes follow:

VOTED: That after a public hearing duly held at the office of the Authority on May 9, 2002 and after consideration of evidence presented at, and in connection with, the hearing, the foregoing Memorandum, including without limitation all terms defined therein, is hereby incorporated herein by this reference and made a finding of the Authority; and

FURTHER

VOTED: That pursuant to Article 80C-5.4 and Article 3-1.A(a) of the Code, the Authority hereby approves Amendment No. 3 to Development Plan and Development Impact Project Plan for Planned Development Area No. 37, and Master Plan for Planned Development Area No. 37, Prudential Center Redevelopment (the "Third PDA Amendment"), as attached to this Memorandum as Exhibit C; and

FURTHER

VOTED: That pursuant to Article 80C-5.4 and Article 3-1(A)(a) of the Code, the Authority hereby approves the severing of the Prudential Center Site to create individual parcels for the Belvidere Residential Site and the BSMUP Site within the Planned Development Area No. 37, as contained in the Third PDA Amendment, as attached to this Memorandum as Exhibit C; and

FURTHER

VOTED: That pursuant to Article 80C-5.4 and Article 3-1(A)(a) of the Code, the Authority hereby authorizes the Director to petition the Zoning Commission for the approval of the Third PDA Amendment including a Master Plan for the Planned Development Area No. 37, as attached to this Memorandum as Exhibit C; and

FURTHER
-VOTED:

That pursuant to St. 1956, Chapter 665, Section 3, as amended, and in connection with consideration of the zoning map amendment application submitted by the proponent to the Zoning Commission on December 7, 2001 and the zoning text amendment application submitted by the proponent to the Zoning Commission on January 11, 2002, the Director be, and hereby is, authorized to submit to the Zoning Commission a report with recommendations recommending the adoption by the Zoning Commission of a zoning map amendment in the form attached to this Memorandum as Exhibit D and a zoning text amendment in the form attached to this Memorandum as Exhibit E; and

FURTHER
VOTED:

That the Director be, and hereby is, authorized, to issue a Certificate of Consistency pursuant to Article 80C-8 of the Code upon completion of the Article 80 review process, with such minor modifications as may arise from the more defined contract documents which result from continuing Authority design review; and

FURTHER
VOTED:

That pursuant to Article 80, Section 80-A of the Code, the Director be, and hereby is authorized to find that no further review is required for a Project Change following review of the Notice of Project Change/Project Notification Form and Supplemental Documentation, as requested by the Director; and

FURTHER
-VOTED:

That pursuant to Article 80, Section 80-B5.3 of the Code, the Director be, and hereby is authorized to issue a Scoping Determination waiving further review for the Boylston Street Mixed Use Project, finding that the Project Notification Form together with Supplemental Documentation relating to the Proposed Project Sub-Phase adequately describes the impacts arising from the Proposed Project Sub-Phase, and waives further review of the Proposed Project Sub-Phase in accordance with Article 80-B-5.3(d) of the Code, subject to continuing design review by the Authority; and

FURTHER
VOTED:

That the Director be, and hereby is, authorized, to issue a Certificate of Compliance under Large Project Review pursuant to Section 80B-6 of the Code upon completion of the Article 80 review process, with such minor modifications as may arise from the more defined contract documents which result from continuing Authority design review; and

FURTHER
VOTED:

That the Director be, and hereby is, authorized to execute and deliver all documents deemed appropriate by the Director in connection with the Boylston Street Mixed Use Project, including, without limitation, a Second Amendment to Cooperation Agreement, a First Amendment to Development Impact Project Agreement, an Affordable Housing Agreement, and a Third Amendment to Transportation Access Plan Agreement.