

BRA Approval: June 29, 1989  
ZC Approval: July 27, 1989  
effective: August 17, 1989

DEVELOPMENT PLAN  
and  
DEVELOPMENT IMPACT PROJECT PLAN  
for  
PLANNED DEVELOPMENT AREA NO. 33

COMMONWEALTH CENTER

June 15, 1989

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Developer: Commonwealth Center Limited Partnership, a limited partnership formed under the laws of the State of Delaware (the "Developer") by: F.D. Rich Company of Boston, Inc. ("FDR"), a Connecticut corporation, as a general partner; and Casa Development, Inc. ("Casa"), a Massachusetts corporation which is a wholly owned subsidiary of A.W. Perry, Inc. ("Perry"), as a general partner, to develop the Commonwealth Center Project (the "Project"). The business address, telephone number and designated contact for the Developer are: c/o F.D. Rich Company of Boston, Inc., 99 Summer Street - Suite 1800, Boston, Massachusetts 02110-1200, Telephone: 617 737-8300, Designated Contact: Alexander C. Twining.

The F.D. Rich Company, headquartered in Stamford, Connecticut, specializes in investment development, leasing and asset management services for projects throughout the United States. Founded in 1921 as a local building contractor, F.D. Rich was constructing projects across the country by the 1950's.

F.D. Rich expanded into real estate development in 1960 with the six-building, 500,000 square foot High Ridge Park office park in North Stamford. The company has developed more than 3 million square feet of office space, one million square feet of retail space, 510 hotel rooms and more than 14,000 residential units. Current projects incorporate office, retail, residential, hotel and cultural uses.

In 1960, F.D. Rich was designated sole developer for the 130 acre renewal of downtown Stamford, Connecticut. Now substantially complete, the redevelopment is considered to be one of the most successful urban renewal projects in the United States. Major components in Stamford's urban renewal include: the six-building Landmark Square complex with approximately 800,000 square feet of office space, the Stamford Forum complex, which includes five office buildings and a 510-room Marriott Hotel; the Stamford Town Center, a one million square foot shopping mall and the 250,000 square foot 300 Atlantic Building. Projects under construction in Stamford include Greyrock Place and the Atrium, both residential-office-retail complexes. Future plans for F.D. Rich include developing affordable housing for the Stamford area, restoring several of the city's historical landmarks and assisting in the development of new cultural facilities.

In 1984, F.D. Rich Company of Boston, Inc. was formed to pursue development opportunities in downtown and suburban Boston. In addition to Commonwealth Center (the "Project"),

other current projects in the Boston area include the joint venture development of a 1.6-million square foot, office-residential-hotel project on the Yankee Heights quarry site in Quincy, and a residential development on Boston's Battery Wharf.

A.W. Perry, Inc. is a Boston-based developer, owner and manager of commercial, retail and residential real estate. The company owns some 1,500 acres of land and more than 20 properties in the greater Boston area. The company's portfolio includes approximately 500,000 square feet in Downtown Boston. A.W. Perry is currently developing a new office tower in a joint venture with Jaymont Properties at 125 Summer Street. Other A.W. Perry projects include: The Berkeley Building, a 97,000 square foot historic restoration and renovation in Boston's Back Bay; 20 Winthrop Square, a 24,000 square foot renovation of office space in a building registered as a national landmark; 77 Franklin Street, a 75,000 square foot office building in Boston's Financial District; the South Shore Park in Hingham, a 400-acre, 34-building office and industrial park; and Brigantine Square, a 20,000 square foot shopping plaza in Pembroke. With the assistance of The Browne Fund and abutters, A.W. Perry transformed the well-traveled alley between Winthrop Square and Arch Street in Boston into Winthrop Lane, an official pedestrian walkway enhanced by period lighting fixtures, brick paving and 100 bronze bricks depicting past and present life in Boston.

Site Description/Project Area: The site encompasses major portions of two city blocks in Boston's Midtown Cultural District between lower Washington Street and the Boston Common. The first portion, known as "Parcel 30", comprises approximately two-thirds of the block bounded by Tremont, Boylston, Avery and Washington Streets, and has frontage on all four streets. The second portion, known as the "Keith Block", is directly to the north of Parcel 30 across Avery Street and is an irregular corner site bounded by Washington, Avery and Mason Streets. Development of the Project will require the acquisition by the Developer from the Boston Redevelopment Authority ("BRA") of a parcel of land consisting of approximately 6,814 square feet located at the corner of Boylston Street and Washington Street, which is more particularly described in Exhibit C attached hereto (the "BRA Parcel"). The combined site contains approximately 144,361 square feet, as more particularly described in Exhibit A attached hereto and shown on Exhibit B attached hereto (the "Site"). The Site except for that portion which lies within 100 feet of the easterly sideline of Tremont Street is called the "PDA Site" and is proposed to be included in the Planned Development Area within the area designated PDA-II under Section 38 of the Boston Zoning Code. The portion of the Site within 100 feet of Tremont Street is within the Boston Common and Public Garden Protection Area designated by said Section 38.

### General Description of Proposed Development and Use

Allocation: The Project will involve the construction of approximately 1.7 million square feet of new development, to be located in three buildings of varying height, form, fenestration and materials.

The largest building, to be located on the Parcel 30 block near the corner of Boylston and Washington Streets ("One Boylston Street"), will be 32 stories tall and contain approximately 750,000 square feet of office space. The office portion of the building will sit on top of a retail galleria containing approximately 97,963 square feet of retail and restaurant space. Located adjacent to the office building in the Parcel 30 block is a 13 story hotel of approximately 400 rooms which incorporates the renovated Evans House into its overall hotel program and which incorporates its first two levels as part of the retail galleria.

A third building, located on the Keith Block at the corner of Avery and Washington Street, will be 32 stories tall and contain approximately 550,000 square feet of office space and 7,655 square feet of retail space. Adjacent to this building is the Paramount Theater which will be restored and converted into two performing arts theaters.

The Project's buildings will be designed to follow the pattern of historic street walls and establish a system of pedestrian connections. On Washington Street, retail shop fronts will face the street, providing an animated pedestrian

experience. Office lobbies will be oriented towards Boylston and Washington Streets. Along Tremont Street, across from the Boston Common, the historic Evans House will once again welcome hotel guests and visitors. Service and parking areas will be below grade, with entrances set back from busy streets and sidewalks.

From Downtown Crossing, the restored Paramount Theater marquee will provide a brightly lit symbol of the Midtown Cultural District, while a pavilion entry at the corner of Washington and Avery Street will welcome shoppers to the retail galleria. Once inside, a glass covered arcade lined with shops and restaurants will lead through the block connecting Downtown Crossing to the Boston Common. The arcade will also serve as a covered passageway for commuters going to and from nearby subway stations and will connect the hotel and office buildings.

Parking for approximately 1000 vehicles to accommodate the entire Project will be provided on the Parcel 30 block on four (4) levels below grade for hotel guests, shoppers and tenants and is intended to be made available for theatre and other cultural facility parking in the evening. These spaces replace 341 public parking spaces currently available on the site in commercial surface parking lots.

Location and Appearance of Structures: The location and appearance of the Buildings shall generally conform with the drawings listed in Exhibit D attached hereto and are hereby incorporated into this Plan. These plans are subject to

further design review and refinement and as they are further refined, reviewed and approved they are hereinafter referred to as the "Plans".

Both the One Boylston Street office tower and the Keith Block office building will be clad in stone and glass. The hotel portion of the Project will be of brick with either cast masonry or limestone accents.

Legal Information: There are no legal judgments or actions pending which directly involve the Project, except an Agreement for Judgment under which representatives of FDR agree to take certain affirmative actions and not to take certain actions concerning tenants and former tenants of Evans House (174-175 Tremont Street). There are not now, nor have there been in the past, tax arrearages on any Boston property while under the ownership of FDR, Casa or Perry.

Except for the BRA Parcel, the entire Site is owned by (i) FDR through its subsidiary Commonwealth Center, Inc. ("CCI"), (ii) Casa and (iii) Avery Street Joint Venture, a Massachusetts general partnership ("ASJV"), and all the individual parcels on the Site are subject to agreement for contribution to the Developer, except for the BRA Parcel which is owned by the BRA. It is anticipated that the BRA Parcel will be purchased by the Developer from the BRA. FDR, CCI, Casa and ASJV plan to convey their interests in the Site to the Developer prior to commencement of construction of the Project.

Building Dimensions: The dimensions of the Buildings will generally conform with the drawings listed in Exhibit D to this Plan. The height of the tower on Parcel 30 will not exceed 403 feet; the height of the hotel component on Avery Street will not exceed 168 feet; and the height of the tower on the Keith Block will not exceed 400 feet.

Proposed Traffic Circulation: Traffic circulation in the area of the Site is provided by Tremont Street (one-way southbound), Boylston Street (one-way eastbound), Washington Street (one-way northbound), Avery Street (one-way westbound) and Mason Street (one-way northbound from Avery Street). All passenger car access and egress for both the Parcel 30 and Keith Block portions of the Project will be located on Boylston Street, approximately midway between Tremont and Washington Streets. The primary pedestrian access to the One Boylston Street office building will be via the office lobby on Boylston Street near the corner of Washington Street, and the office lobby will connect through to the retail area of the Project with pedestrian access both at the corner of Washington and Avery Streets and on Tremont Street, thus providing two thru-block covered pedestrian connections and access to the office building on all sides of the city block and covered pedestrian

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'For purposes of this Plan, the term "Height of building" shall have the meaning given to it in Section 2-1(23) of Article 2 of the Boston Zoning Code, as amended by action of the Zoning Commission on May 22, 1989 and not as the same may be amended thereafter.

connections between the Tremont Street side of the Project across the street from the MBTA Green Line and Boston Common to the MBTA Orange Line station at the corner of Washington and Boylston Streets which will be incorporated in the entrance to the One Boylston Street under cover. Pedestrian access to the Keith Block office building will be from near the corner of Washington and Avery Streets. Pedestrian access and taxi and private vehicle drop-off for the hotel will be off Avery Street between Tremont and Washington Streets and hotel parking access and egress will be on Boylston Street as described above.

Parking and Loading Facilities: The 341 parking spaces currently existing on the Site will be replaced with approximately 1000 off-street parking spaces on four (4) levels below grade on Parcel 30 for use by the customers, clients and tenants of the Project, patrons of the cultural facilities in the Midtown Cultural District, and residents of Chinatown. Pedestrian access to the garage will be through elevators and stairways located in the lobbies of the One Boylston Street building and the hotel lobby on Avery Street. The hotel entrance off of Avery Street will provide a covered drop-off area separated from the traffic flow of Avery Street.

Approximately nine (9) loading bays will be provided on Parcel 30 on the first level below-grade, with access and egress in the same location on Boylston Street as that provided for passenger cars. Four (4) loading bays are planned for the Keith Block portion of the Project with access and egress on

Mason Street as shown on the Plans. The parking and loading facilities will be in general conformity with the facilities shown on drawings A-004 through A-007 listed on Exhibit D attached hereto.

Projected Number of Employees: It is anticipated that the Project will generate approximately 4,950 construction-related jobs and will accommodate approximately 6,350 permanent office, retail and hotel jobs.

Access to Public Transportation: The proposed Site is very well served by public transportation. The Proposed Project is adjacent to the MBTA's inbound Green Line Boylston Station (corner of Boylston and Tremont Streets), and the outbound Orange Line Chinatown Station (corner of Boylston and Washington Streets) will be incorporated into the Boylston Street office lobby entrance. Currently both stations have separate inbound and outbound entrances and station platforms. The other two MBTA subway lines are within walking distance of the Site: Park Street (Red Line) being within 1500 feet to the north, and the State Station (Blue Line) being within 3000 feet to the northeast.

In addition to the subway lines, the commuter rail terminals serving the southern and western suburbs are located at South Station; the commuter rail terminals serving the northern suburbs are located at North Station which can be reached directly via the Orange Line from the Site; the terminus of the MBTA's express bus service to the western

suburbs is located only four blocks east of the Site; the MBTA's express bus service to the north is provided at the Haymarket Station which is a 10-minute walk from the Site or can be reached via the Orange Line; and private commuter bus service is provided at South Station. Finally, a new commuter boat docking facility servicing the south shore communities is operating at Rowes Wharf.

Substantial improvements are planned or have recently been completed for the subway and commuter rail lines serving the downtown area. These improvements, which include track and signal system upgrading, station modernization, platform lengthening, and new rolling stock, will insure that adequate system capacity exists to accommodate expected new demand from increased development and changes in commuting patterns.

Open Space and Landscaping: The sidewalk areas surrounding the Project shall be paved with suitable materials consisting of stone or brick acceptable to the Authority and compatible with the design of existing and proposed buildings.

Landscaping shall consist of trees and shrubs located in planters on streets and interior landscaping in the entrance lobbies and retail galleria of the Project all generally in accordance with the Plans. In addition, the Developer will establish a fund for improvements to and maintenance of the Boston Common, similar to arrangements made by other projects fronting on or otherwise benefitting from proximity to the Common.

Design Review Procedures: In addition to the requirements of Article 31 of the Boston Zoning Code (described below), the design review process to be observed by the Developer and the BRA shall be as set forth in the BRA's "Development Review Procedures" dated 1985, revised 1986, namely, review of items which affect site improvements, exterior facades, roofscape and interior public spaces ("Development Review Procedures"). The schematic design for the portion of the Project located on the Parcel 30 block, as shown on the plans listed in Exhibit D attached hereto, satisfies the submission requirements for Phase I under the Development Review Procedures.

Permits: Pursuant to Article 31 of the Boston Zoning Code, the BRA has required the preparation of a Project Impact Report ("PIR") for the Project, which is being coordinated with the preparation of an Environmental Impact Report ("EIR") under the requirements of the Massachusetts Environmental Policy Act ("MEPA") (referred to below) in a combined report ("PIR/EIR"). By letter dated June 1, 1988, the BRA notified the Developer that the scope of the PIR must include the following components: a Transportation Component, an Environmental Protection Component, an Urban Design Component, a Historic Resources Component, and an Infrastructure Systems Component. The Draft PIR/EIR was submitted to the BRA on May 16, 1989 and notice thereof was published in The Boston Herald on May 16, 1989.

An Environmental Notification Form for the Project under MEPA was submitted to the Secretary of the Executive Office of

Environmental Affairs ("EOEA") on May 30, 1988 and notice thereof was published in the Environmental Monitor on May 12, 1988. The Secretary of the EOEA issued the scope of the EIR on June 13, 1988 which required that an EIR be prepared, and adopted the BRA scoping document dated June 1, 1988 for purposes of MEPA. Further clarification of the scope of analysis was confirmed by letter of EOEA dated December 19, 1988.

The combined Draft PIR/EIR was filed with the Secretary of the EOEA on May 30, 1989 and notice thereof was published in the Environmental Monitor on June 8, 1989.

In order to connect sewer lines to the Site, a Sewer Connection and Extension Permit is required from the Massachusetts Department of Water Pollution Control, requiring approval by the Boston Water and Sewer Commission. Application for such Permit was filed with the Boston Water and Sewer Commission on March 30, 1989. In response to a permit inquiry, the Massachusetts Water Resources Authority, which operates the regional sewer system serving Boston, has responded by letter dated April 18, 1989 that a permit is not required at this time, but may be required in the future if there is a change in the characteristics of the proposed waste water flow.

The construction of the proposed parking facility at the Project requires several permits and approvals. The Boston Air Pollution Control Commission will be requested to (i) confirm an exemption for the proposed 1000 car garage, (ii) permit the continued use of the 341 public parking spaces on the Site in

the garage of the Project pursuant to its Procedures and Criteria for the Issuance of Parking Freeze Permits, and (iii) permit the use of the parking garage during off-peak hours for patrons of cultural district activities not located on the Site and residents of Chinatown. The Boston Public Safety Commission must authorize the storage of gasoline in the tanks of vehicles parked within a structure and the construction and maintenance of an enclosed garage facility. A conditional use permit or exception is required from the Boston Board of Appeal for the parking facility since the Site is located in a Restricted Parking District. An approval for curb cuts is required from the Boston Department of Public Works.

Pursuant to Chapter 254 of the Acts of 1988, the Developer must "... eliminate, minimize or mitigate adverse effects ..." on certain historic structures after the Massachusetts Historical Commission issues a determination concerning adverse effects, if any. Notification to the Federal Aviation Administration must be given in connection with the construction of a high-rise office building, which might affect navigable air space. The Massachusetts Department of Environmental Quality Engineering must approve plans for furnaces, boilers or other fuel burning equipment on the Site that exceeds a specified generating capacity, if they are included in the Project.

One or more demolition permits must be obtained prior to the demolition of the existing structures on the Site. Certain

building code variances may be required, and one or more building permits must be secured, prior to construction of the various structures to be located on the Site. Finally, certificates of occupancy, certifying the completion of those structures, must be obtained before any buildings are placed in use.

Compliance with Approved Plans: The schematic plans listed in Exhibit D for the portion of the Project located on the Parcel 30 block satisfy the submission requirements for Phase I under by the Development Review Procedures; Construction of the Project will proceed in general conformance with the plans listed in Exhibit D attached hereto. As is the case with any project of this scope, and as a result of the various reviews of the Project to be undertaken in connection with the securing of all permits and approvals therefor, changes to the Project may be made and any such changes which affect site improvements, exterior facades, roofscape and interior public spaces shall be subject to the approval of the BRA pursuant to the Development Review Procedures.

Zoning: The Site is located entirely within the Midtown Cultural District established by Article 38 of the Boston Zoning Code. Most of the Site lies within the area designated PDA-II in Section 38-10, except for a small portion of the Site which lies within 100 feet of the nearest street line of Tremont Street which is within the Boston Common and Public Garden Protection Area. In the Protection Area, height is limited to a maximum of 155 feet and FAR is limited to 8, except

that an FAR of 10 is permitted because the Project is subject to the provisions of Article 31 of the Code, provided that the Boston Redevelopment Authority certifies that the Project complies with Article 31. Within the PDA-II area, if the area is designated as a Planned Development Area by the Boston Zoning Commission, the maximum height limit of 155 feet and the maximum FAR of 10 otherwise applicable to projects subject to the provisions of Article 31 of the Code may be exceeded by exceptions granted by the Board of Appeal up to a height of 400 feet and FAR 14. The Developer will file an appeal with the Board of Appeal for increased Building Height, FAR, Street Wall Height, Tower Separation and Setback requirements, by exceptions to the Code, as more particularly set forth in Exhibit F. The petition will also include an appeal for an exception for the construction of a parking garage in a Restricted Parking District.

Although all of the Buildings are proposed to be located in a single Planned Development Area (in addition to the 9,282 square feet of the Site located in the Protection Area), buildings on either of the two lots separated by Avery Street (Parcel 30 and Keith Block) may be financed and/or owned independently of the others, and are separate zoning lots, capable of being mortgaged and conveyed separately.

Proposed Uses: The proposed uses of the Project will include office space, retail stores, a first-class hotel and restaurant space, cultural uses, day care facilities and

parking. The Project will contain approximately 1.7 million square feet of gross floor area, approximately 1,300,000 square feet of which will be devoted to office use, approximately 105,618 square feet of which will be devoted to retail use, approximately 311,028 square feet of which will be devoted to hotel and restaurant uses, approximately 30,479 square feet of which will be devoted to cultural facilities, and approximately 8,657 square feet of which will be devoted to on-site day care facilities. In addition, parking for approximately 1,000 cars will be provided below grade on the Parcel 30 block to serve the entire Project.

Densities: The underlying zoning in the Midtown Cultural District permits a maximum floor area ratio ("FAR") of 8.0, which can be increased to 10.0 if a project is subject to Design Review under Article 31 of the Code, and which can be further increased up to 14.0 in the area designated PDA-II. This Plan calls for a composite FAR on Parcel 30 of not more than 12.07 (based upon the ratio of 1,167,648 of proposed gross floor area<sup>2</sup> to 96,717 of lot area. For the portion of the

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<sup>2</sup>For purposes of this Plan, the term "gross floor area" shall have the meaning given to it in Section 2-1(21) of Article 2 of the Boston Zoning Code, as in existence on May 3, 1989 and not as the same may be amended thereafter, as affected by Section 38-8 concerning exclusions for "Ground Floor Uses." And, as customary, gross floor area has been determined by excluding mechanical shafts (including smoke exhaust shafts, toilet pipe shafts, stair pressurization shafts, rain leader shafts, electrical risers and elevator shafts and overrides), electrical rooms, floor main mechanical rooms, and below-grade parking.

Project located within PDA-II on Parcel 30, the FAR would be not more than 12.65 (based upon the ratio of 1,106,084 square feet of proposed gross floor area<sup>2</sup> to 87,435 square feet of lot area); and FAR of not more than 6.63 in the Protection Area (based on a ratio of 61,564 square feet of proposed gross floor area<sup>2</sup> to 9,282 square feet of lot area); and an FAR of not more than 12.34 on Keith Block (based on a ratio of 588,134 square feet of proposed gross floor area<sup>2</sup> to 47,644 square feet of lot area). For comparison purposes only, the composite FAR for the entire Site as if it were a single zoning lot, would be 12.16.

Development Impact Project Contribution: As required under Section 26A-3 of the Boston Zoning Code, the Developer will enter into a Development Impact Project Agreement with the BRA (the "DIP Agreement") and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at the Developer's option, by: (i) the grant and payment by the Developer of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in said Section 26A-3 as the "Housing Contribution Grant"), (ii) the creation by the Developer of low and moderate income housing units at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in said Section 26A-3 as the "Housing Creation

Option"), or (iii) a combination of items (i) and (ii) above. Subject to the approval of the Neighborhood Housing Trust, the Developer anticipates making the DIP Contribution utilizing the Housing Creation Option. Should the Developer's obligation with regard to the DIP Contribution with respect to all of the Buildings be satisfied solely in the form of a Housing Contribution Grant, total payments from the Developer would equal approximately \$8,083,230, calculated as follows:

Total Gross Square Footage of Uses Enumerated in Table D of Article 26A of the Code	1,716,646 gsf
Less Exemption	100,000 gsf
Net Gross Square Footage for Purposes of Payment	1,616,646 gsf
	<u>x \$5</u>
Total Housing Contribution Grant:	<u>\$ 8,083,230</u>

Jobs Contribution Grant: As required under Section 26B-3 of the Boston Zoning Code, the Developer will also be responsible for making a Jobs Contribution Grant with regard to the Project. The Jobs Contribution Grant shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement. It is anticipated that the total Jobs Contribution Grant for all of the Buildings will equal approximately \$1,616,646, calculated as follows:

Total Gross Square Footage of  
Uses Enumerated in Table E of  
Article 26B of the Code

1,716,646 gsf

Less Exemption

100,000 gsf

Net Gross Square Footage for  
Purposes of Payment

1,616,646 gsf

x \$1

Total Jobs Contribution Grant:

\$ 1,616,646

Public Benefits:

A. CULTURAL FACILITIES

The Project includes two performance facilities, a 499-seat dance theatre and a 199-seat theatre, both to be located within the Paramount Theatre, which is to be fully renovated, as well as administrative, rehearsal and dressing room space within the facility.

B. NEIGHBORHOOD BUSINESS OPPORTUNITIES

The Developer will commission a retail market study for Asian businesses in the area. The Developer also intends to recruit Asian businesses to the Project and to create small business workshops for Asian entrepreneurs in the Chinatown area.

C. AFFORDABLE HOUSING

Approximately \$8,000,000 will be paid by the Developer in the form of linkage payments to be dedicated to the creation of affordable housing within the Chinatown area.

D. JOB TRAINING

Approximately \$1,600,000 will be paid by the Developer in the form of linkage payments to be dedicated to the creation of jobs, including training in English as a second language.

E. TRAFFIC AND TRANSPORTATION

The Project includes a 1,000 car parking facility specifically intended for evening and weekend use by residents of Chinatown and by patrons of the retail and cultural activities of the Midtown Cultural District in addition to customers and tenants of the Project. The garage will have its main entrance and exit set well back from Boylston Street, and will contain 200 spaces having hourly rates that will encourage short-term use.

Commonwealth Center includes renovation and incorporation into the Project of the Essex Street Orange Line station on Boylston Street. The Project is directly across Tremont Street from the MBTA Green Line, within a five minute walk of the Red Line and within a ten minute walk of the Blue Line.

F. CHILD CARE

The Project includes the creation of 12,000 square feet of child care facilities within the Midtown Cultural District, of which 8,000 square feet will be located in one facility. The

job linkage funds noted above will be used in part to create a child care training program.

### G. STREETScape AND OPEN SPACE

The design for Commonwealth Center provides covered, through-block connections for pedestrians between Tremont, Boylston and Washington Streets. The design also preserves existing street patterns, streetwalls and cornice heights in order to maintain the human scale of the Midtown Cultural District's 17th and 18th century street patterns and its 19th and 20th century buildings. The buildings within the Project that will face the Boston Common have lower heights to provide a visual step down to the Common, and those facing Washington Street have setbacks that reduce their impact on Washington Street. In addition to the paving of the sidewalks surrounding the Project with suitable materials and landscaping on or immediately adjacent to the Project, the Developer will establish a fund for improvement to and maintenance of the Boston Common, similar to arrangements made by other projects facing on or otherwise benefitting from proximity to the Common.

### H. HISTORIC PRESERVATION

The interior, exterior and marquee of the Paramount Theatre will be completely restored. The Project also includes renovation of historic Evans House on Tremont Street. Furthermore, the lower heights of the buildings that face the Boston Common and the setbacks of the buildings facing Washington Street avoid over-building or overwhelming a significant historic section of the City of Boston.

### I. MIDTOWN ECONOMY/FISCAL BENEFITS

Commonwealth Center involves the investment of \$550 million dollars in the Midtown Cultural District to provide the catalyst for its revitalization. The Project will create 6,350 new permanent jobs and 3,500 construction jobs. The Project will actively participate in the Boston Jobs Residency Policy and the Boston for Boston program.

Commonwealth Center will provide approximately 105,000 square feet of new retail, restaurant and entertainment space in the Midtown Cultural District, extending the retail area of Downtown Crossing to the lower Washington Street area. The foregoing uses, combined with the cultural, commercial, office, hotel and child care uses of Commonwealth Center, serve to provide a wide variety of activities to attract residents and visitors to the Midtown Cultural District.

Relocation Assistance Plan: In accordance with Section 38-17 of the Boston Zoning Code, a Relocation Plan in the form attached hereto as Exhibit E has been prepared by the Developer and approved by the Authority providing for relocation assistance in accordance with the requirements of said Section 38-17.

LEGAL DESCRIPTION FOR COMMONWEALTH CENTER

Two certain parcels of land, with the buildings thereon, in Boston, Suffolk County, Massachusetts, comprising various parcels located on Boylston Street, Tremont Street, Mason Street, Mason St. Place, Washington Street, Avery Street, Haymarket Place, Bumstead Court and Head Place, shown on a plan in two sheets entitled "Paramount Center, Compiled Plan of Land in Boston, Ma." dated 16 April, 1986, Revised 10 Sept. 1986, 11 May 1989, 1 June 1989 and 28 June 1989 as to Sheet 1, and Revised 19 August, 1986, 11 May 1989, 1 June 1989 and 28 June 1989 as to Sheet 2, by William S. Crocker Co., Survey Engineers, (together, the "Plan") bounded and described, according to the Plan, as follows:

PARCEL 1

A certain parcel of land shown on Sheet 1 of the Plan, and bounded and described, according to the Plan, as follows: Beginning at the junction of the curve at the Northerly side of Boylston Street and the Westerly side of Washington Street, bounded

**SOUTHERLY** by Boylston Street and by the Southerly side of Bumstead Court, by two lines together measuring one hundred seventy-six and 23/100 (176.23) feet;

**WESTERLY, SOUTHERLY, WESTERLY, SOUTHERLY and WESTERLY** by land shown on the Plan as owned now or formerly by Boylston Center Inc., by eight lines together measuring one hundred twenty-five and 13/100 (125.13) feet to a point;

**SOUTHERLY** by land shown on the Plan as owned now or formerly by St. Francis House, Inc., forty and 23/100 (40.23) feet;

**WESTERLY** again by land shown on the Plan as owned now or formerly by St. Francis House, Inc., thirty-six and 56/100 (36.56) feet;

**WESTERLY** by land shown on the Plan as owned now or formerly by Boylston Center Inc., sixty-three and 84/100 (63.84) feet

**SOUTHERLY** by Boylston Street, forty-four and 57/100 (44.57) feet;

WESTERLY by Head Place, as shown on the Plan, one hundred one and 13/100 (101.13) feet;

SOUTHERLY again by Head Place, nine and 40/100 (9.40) feet;

WESTERLY again, by the middle line of said Head Place, forty-one and 50/100 (41.50) feet;

SOUTHERLY again, nine and 40/100 (9.40) feet;

WESTERLY again, one and 00/100 (1.00) foot;

NORTHERLY four and 90/100 (4.90) feet to the middle of a private way;

WESTERLY again by the middle of said private way thirty-six and 4/100 (36.04) feet;

NORTHERLY again, four and 90/100 (4.90) feet;

WESTERLY again, by two lines, twenty-six and 16/100 (26.16) feet and twenty-three and 82/100 (23.82) feet;

NORTHERLY by the Northerly end of the private way, ten (10) feet;

WESTERLY by the line of a party wall of the building on land n/f of Associated Synagogues of Greater Boston, Inc., sixty-seven one hundredths (.67) feet;

NORTHERLY again, by several lines by the party wall of said building, fifty and 52/100 (50.52) feet, thirty-four one hundredths (.34) feet, and fifty-three and 78/100 (53.78) feet to Tremont Street;

WESTERLY by Tremont Street, by three lines, twenty-six and 91/100 (26.91) feet to the passageway shown on said plan, thirteen and 78/100 (13.78) feet by the end of said passageway, and sixty and 49/100 (60.49) feet to the Southerly side of Avery Street;

NORTHERLY by said Avery Street, by two lines, together measuring eighty-seven and 78/100 (87.78) feet;

NORTHERLY again by said Avery Street, at the end of the passageway, fifteen and 31/100 (15.31) feet; and

- NORTHERLY** again by said Avery Street, by the Northerly end of Haymarket Place and continuing to the Westerly side of Washington Street by three lines together measuring three hundred six and 23/100 (306.23) feet;
- EASTERLY** by Washington Street, by two lines, one hundred seventy-three and 23/100 (173.23) feet, and eighty-nine and 8/100 (89.08) feet; and
- SOUTHEASTERLY** by the curved intersection of Washington Street and Boylston Street, eighteen and 5/100 (18.05) feet, to the point of beginning.

**PARCEL 2**

That certain parcel of land shown on Sheet 2 of the Plan, bounded and described, according to the Plan, as follows: Beginning at the Southerly line of Mason St. Place at the Easterly side of Mason Street and bounded

- WESTERLY** by said Mason Street, by two lines totalling one hundred five and 7/100 (105.02) feet;
- NORTHERLY** by land shown as Boston Opera House on the Plan, one hundred twenty-nine and 50/100 (129.50) feet;
- EASTERLY, NORTHERLY, EASTERLY, SOUTHERLY, EASTERLY, NORTHERLY AND EASTERLY** by the middle line of a party wall, nine and 10/100 (9.10) feet, one and 48/100 (1.48) feet, nineteen and 6/100 (19.06) feet, four-tenths (.40) feet, twenty-three (23) feet, two and 78/100 (2.78) feet and nine and 67/100 (9.67) feet;
- NORTHERLY** in part by the middle of the party wall of the land shown on said plan as owned now or formerly by the Trustees of Roxbury Operating Trust, one hundred eighteen and 75/100 (118.75) feet;
- EASTERLY** one and 17/100 (1.17) feet;
- NORTHERLY** again, thirty-two and 50/100 (32.50) feet;
- EASTERLY** by Washington Street, by four lines totalling one hundred ninety-nine and 14/100 (199.14) feet, to Avery Street;

**SOUTHERLY** by Avery Street to the center line of Avery Place, by two lines totalling one hundred forty-four and 82/100 (144.82) feet;

**WESTERLY** by the center line of Avery Place, running north and south, a distance of sixty-two and 50/100 (62.50) feet;

**SOUTHERLY** again by the center line of Avery Place, running east and west, forty and 79/100 (40.79) feet;

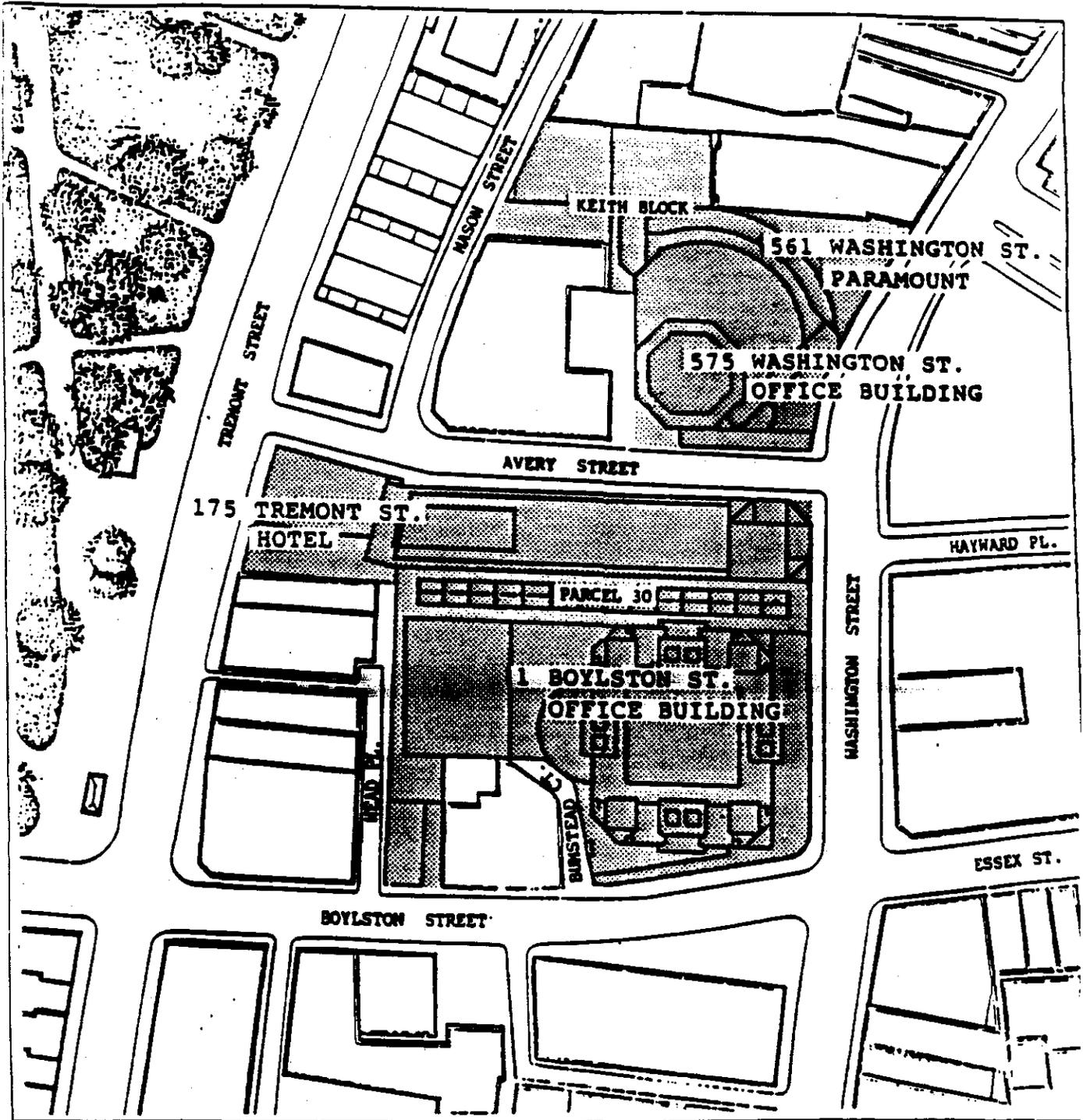
**WESTERLY** by land of owners unknown and by land of Mason Place Company, fifty-six and 48/100 (56.48) feet;

**NORTHERLY** by land of Mason Place Company, thirty and 40/100 (30.40) feet;

**WESTERLY** by line of said land, thirty-seven and 57/100 (37.57) feet; and

**SOUTHERLY** by the Southerly line of Mason St. Place, ninety-one and 26/100 (91.26) feet, to the point of beginning.

So much of Parcel 1 as lies within one hundred (100) feet of the easterly sideline of Tremont Street is designated as the Boston Common and Public Garden Protection Area pursuant to Section 38-5 of the Boston Zoning Code. All of the remainder of Parcel 1 lies within the area designated as PDA-II under Article 38 of the Boston Zoning Code, and all of such area and the entirety of Parcel 2 are to be included in the proposed Planned Development Area.



SITE PLAN (NOT TO SCALE)

EXHIBIT C

That certain parcel of land situated in Boston, Massachusetts, consisting of 6,814 square feet, more or less, and shown as "Boston Redevelopment Authority" on a plan of land entitled "1 - 21 Boylston St.: Plan of Land in Boston, MA" dated February 23, 1989, prepared by William S. Crocker Co., Survey Engineers.

6/29/89

EXHIBIT D  
COMMONWEALTH CENTER  
DESIGN DOCUMENTS

PREPARED BY  
KOHN PEDERSEN & FOX ASSOCIATES, P.C.

PARCEL 30 DESIGN DEVELOPMENT DOCUMENTS - dated 5/15/89

A-001	DRAWING INDEX	
A-002	SITE SURVEY	1/32"
A-003	ARCHITECTURAL SITE PLAN	1/32"
A-004	LEVELS P3-P5	1/16"
A-005	LEVEL P2	1/16"
A-006	LEVEL P1	1/16"
A-007	GROUND LEVEL	1/16"
A-008	LEVEL 2	1/16"
A-009	LEVEL 3	1/16"
A-010	LEVEL 4-5 - OFFICE	1/16"
A-011	LEVEL 6 - OFFICE	1/16"
A-012	LEVEL 7 - OFFICE	1/16"
A-013	LEVEL 8 - OFFICE	1/16"
A-014	LEVEL 9 - OFFICE	1/16"
A-015	LEVEL 10-12 - OFFICE	1/16"
A-016	LEVEL 13-15 - OFFICE	1/16"
A-017	LEVEL 16-31 - OFFICE	1/16"
A-018	LEVEL 32, ROOF - OFFICE	1/16"
A-019	COMPOSITE ROOF PLAN	1/16"
A-020	LEVELS 5-6 - HOTEL	1/16"
A-021	LEVELS 7-9 - HOTEL	1/16"
A-022	LEVELS 10-12 - HOTEL	1/16"
A-023	LEVELS 13-15, ROOF - HOTEL	1/16"
A-024	NORTH ELEVATION - OFFICE TOWER	1/16"
A-025	EAST ELEVATION - OFFICE TOWER	1/16"

A-026	SOUTH ELEVATION - OFFICE TOWER	1/16"
A-027	WEST ELEVATION - OFFICE TOWER	1/16"
A-028	PARTIAL EAST ELEVATION - OFFICE BASE	1/8"
A-029	PARTIAL SOUTH ELEVATION - OFFICE BASE	1/8"
A-030	TYPICAL WALL DETAILS - OFFICE TOWER	3/8"
A-031	TYPICAL TURRET/LANTERN DETAILS - OFFICE TOWER	3/8"
A-032	OFFICE BASE SECTIONS - WASHINGTON STREET	3/8"
A-033	OFFICE BASE SECTIONS - BOYLSTON STREET	3/8"
A-034	OFFICE BASE PLAN SECTIONS I	3/8"
A-035	NORTH AND SOUTH ELEVATIONS - HOTEL	1/16"
A-036	EAST AND WEST ELEVATIONS - HOTEL	1/16"
A-037	PARTIAL NORTH AND EAST ELEVATIONS - HOTEL	1/8"
A-038	TYPICAL WALL DETAILS - HOTEL	3/8"
A-039	TYPICAL BASE DETAILS - HOTEL	3/8"
A-040	GROUND LEVEL REFLECTED CEILING PLAN	1/16"
A-041	LEVEL 2 REFLECTED CEILING PLAN	1/16"
A-042	LEVEL 3 REFLECTED CEILING PLAN	1/16"
A-043	OFFICE LOBBY	1/8"
A-044	ATRIUM ELEVATIONS	3/8"
A-045	CROSS SECTIONS THRU PARCEL 30	1/16"
A-046	TRANSVERSE SECTION THRU PARCEL 30	1/16"
A-047	SECTION THRU HOTEL	1/16"
A-048	EXTERIOR MAINTENANCE SYSTEM	1/16"

Development Plan approval by the Boston Redevelopment Authority on June 29, 1989 includes the addition of two (2) additional floors to the non-tower portion of the office building on Parcel 30 with the resulting changes in dimensional and FAR calculations and zoning relief required.

06/28/89

KEITH BLOCK DOCUMENTS

DRAWING 1	GROUND FLOOR	1/32" = 1'
DRAWING 2	FLOOR 2-6	1/32" = 1'
DRAWING 3	FLOORS 7-10	1/32" = 1'
DRAWING 4	FLOORS 11-24	1/32" = 1'
DRAWING 5	FLOORS 25-30	1/32" = 1'
DRAWING 6	FLOORS 31-32	1/32" = 1'
DRAWING 7	MECHANICAL/PENTHOUSE	1/32" = 1'
DRAWING 8	SECTION THROUGH KEITH BLOCK	1/60" = 1'

The Development Plan may include the air-rights development as described in a certain Cultural Facilities Agreement as incorporated in the Development Plan approval of the Boston Redevelopment Authority on June 29, 1989.

**EXHIBIT B**

**RELOCATION PLAN**

**FOR**

**COMMONWEALTH CENTER PROJECT SITE  
BOSTON, MASSACHUSETTS**

**SUBMITTED BY  
COMMONWEALTH CENTER, INC.**

**May 24, 1989**

## INTRODUCTORY STATEMENT

Commonwealth Center, Inc., a Massachusetts corporation, ("CCI") owns the land with the building thereon located at 174-175 Tremont Street, Boston, Massachusetts, known as Evans House. Evans House is part of Commonwealth Center, a mixed-use project located in the Midtown Cultural District which is being designed to contain a hotel, retail space, office space and various theatrical and cultural uses.

Section 38-17 of the Midtown Cultural District Zoning Plan requires that any Development Plan submitted to the Boston Redevelopment Authority (the "BRA") for approval "shall provide a plan for relocation assistance for any resident, or store primarily serving the local retail business needs of residents of the neighborhood, grocery store, or local eating place with street frontage which will be directly displaced by the Proposed Project." Evans House is the only building within the Commonwealth Center project site which contains tenants fitting the eligibility requirements of Section 38-17.

Although Evans House is part of the Commonwealth Center project site, Commonwealth Center will not "directly displace" any residential tenant in a rent-controlled unit who does not wish to move. However, if any current tenant of Evans House wishes to relocate, then CCI will offer relocation assistance in accordance with the Relocation Plan which follows.

## RELOCATION PLAN FOR COMMONWEALTH CENTER

### Project Description

Commonwealth Center will comprise a hotel, retail space, office space and various theatrical and cultural uses, to be located in the vicinity of Boylston Street, Tremont Street, Avery Street, and Washington Street and Mason Street, Avery Place and Mason Street Place, in Boston, Massachusetts (the "Project").

The Project could involve relocation of tenants currently occupying twelve residential units and tenants occupying three commercial units in Evans House, located at 174-175 Tremont Street, all of whom are listed on Exhibits A-1 and A-2 attached hereto. Tenants who are otherwise eligible for relocation benefits under this Relocation Plan will be provided with the same whether or not the unit they occupy is rent-controlled pursuant to Chapter 34 of the Boston City Ordinances of 1984, as amended.

### Notice to Tenants

All tenants of Evans House will be notified of the Project and of the availability of this Relocation Plan, including the relocation benefits to which they will be entitled if they wish to move from Evans House. Such notice will be provided in English and will be translated into those languages spoken by the occupants of Evans House. A copy of the notice to tenants is attached hereto as Exhibit B.

CCI has engaged the services of Daniel J. McDevitt, P.C. to act as the Relocation Agent for Evans House. Daniel J. McDevitt, P.C. has had extensive experience in assessing and fulfilling the relocation needs of inner city residents of various nationalities. As the Relocation Agent, Daniel J. McDevitt, P.C. will provide relocation assistance to those tenants of Evans House who wish to move, in accordance with this Relocation Plan.

### Assessment of Each Tenant's Relocation Needs

All tenants will be interviewed personally by the Relocation Agent, with a translator present if necessary, in order to determine if they wish to move from Evans House. If so, the Relocation Agent will assess each such tenant's relocation needs, including assessment of location, size, type and cost of replacement housing and consideration of any special needs of any such tenant.

## RELOCATION GUIDE

This informational guide is designed to acquaint all tenants with the Relocation Plan. It lists the services and types of assistance which are available and explains how to qualify for them.

Assistance in relocation will be provided by the Relocation Agent, whose main office is located at 1773-1775 Dorchester Avenue, Dorchester, Massachusetts 02124. He and his staff may be reached by telephone at 282-7550 or, in an emergency, at 296-4358.

The Relocation Agent will be available to provide such services as a tenant may require in seeking a new location, in making a move with as little inconvenience as possible, and in obtaining the relocation payments to which such tenant is entitled in accordance with the Relocation Plan.

Relocation assistance will be provided in accordance with the following guidelines:

- (a) All tenants will be informed of the details of the relocation program by the Relocation Agent, in writing and, if requested, in person, and assistance will be offered on individual relocation problems. All such information will be provided in English and in those languages spoken by the tenants of Evans House.
- (b) The Relocation Agent will provide advisory services to all tenants who wish to move from Evans House. These services shall include such things as personal consultations and providing continuing current information on the availability, prices and rentals of comparable replacement housing or business locations. Based on such personal consultations, the Relocation Agent will refer tenants to housing units of appropriate size to meet such tenant's needs. In making such referrals, the Relocation Agent will consider proximity to transportation and any other public facilities essential for the successful adjustment of each such tenant.
- (c) The Relocation Agent will assist all interested tenants in filing applications with the local housing authorities and other sources of low and moderate income housing.
- (d) Tenants will be advised to refer to the Relocation Agent any problems experienced in obtaining housing or an alternative business location. It is the obligation of the Relocation Agent to assist in resolving

problems which arise in connection with availability and accessibility of residential and commercial accommodations.

### RELOCATION PAYMENTS

In order for a tenant who wishes to move from Evans House to be eligible for relocation benefits, that tenant must be residing on-site on the effective date of this Relocation Plan if he or she is a residential tenant, or must be doing business in Evans House on such date as a commercial tenant.

Eligible tenants who wish to move from Evans House (residential or commercial) may select from the following three options:

- (A) The Relocation Agent will arrange for such tenant's physical move and payment of related expenses, as described below.
- (B) The tenant may arrange for his or her own move and such tenant may claim moving and related expenses as described below.
- (C) The tenant may claim a payment in lieu of moving expenses, in the amount described below.

#### (A) Physical Move Arranged by the Relocation Agent

Each tenant who wishes to move from Evans House may request the Relocation Agent to arrange for such tenant's physical move and for payment of the expenses noted in paragraph B(1)-(8) below.

#### (B) Reimbursement for Moving Expenses

Each tenant who wishes to move from Evans House is eligible for reimbursement of certain actual certified expenses incurred in moving their personal property to a new location within a 50-mile radius of Evans House.

Eligible expenses include the following types of expenditures, with the concurrence of the Relocation Agent:

- (1) The cost of transporting persons or personal property from Evans House to replacement housing.
- (2) Packing materials and crating of personal property.
- (3) Obtaining (including advertising for) bids or estimates for transportation, packing and crating.

- (4) Storage of personal property, for a period not to exceed 12 months, when the Relocation Agent determines storage is necessary.
- (5) Insurance premiums covering loss and damage of personal property while in storage or transit.
- (6) Disconnecting, dismantling, removing, reassembling, reconnecting, and reinstalling personal property and the disconnection and reconnection of household appliances.
- (7) Property lost, stolen or damaged (not caused by the fault or negligence of the tenant) in the process of moving where insurance to cover such loss damage is not available.
- (8) Other moving related expenditures that the Relocation Agent determines are reasonable and necessary.

Typical costs that are not reimbursable include:

- (1) Additional expenses incurred because of living in a new location.
- (2) Cost of moving structures, improvements, or other real property in which tenant reserved ownership.
- (3) Interest on loans to cover moving expenses.
- (4) Personal injury.

In cases of financial hardship, the tenant may assign the payment of moving expenses from CCI directly to the mover and/or contractor, subject to approval by the Relocation Agent, prior to the move.

(C) Payment in lieu of Moving and Related Expenses

Residential tenants who wish to move from Evans House may elect to receive a fixed payment in lieu of actual moving expenses or electing to have the Relocation Agent arrange for such tenant's physical move. Such fixed payment shall equal the total of:

- (1) An amount, not to exceed \$300, determined in accordance with the Federal Highway Administration's approved fixed payment schedule; and
- (2) A \$200 dislocation allowance.

Commercial tenants who are eligible for relocation assistance hereunder may elect to receive a fixed payment in lieu of reimbursement for actual moving expenses or electing to have the Relocation Agent arrange for such tenant's physical move. Such payment shall be equal to the Average Annual Net Earnings (defined below) of the commercial tenant, but not less than \$2,500 nor more than \$10,000.

For purposes of determining the amount of such fixed payment, Average Annual Net Earnings shall be defined as one-half of any net earnings of such tenant's business, before Federal, State and local income taxes, during the two taxable years preceding the taxable year in which such tenant elects to move from Evans House. Average Annual Net Earnings includes salaries, wages and other compensation paid by the business to the tenant, his or her spouse or dependents.

In the event that the Relocation Agent determines that the two-year period immediately preceding such tenant's move is not equitable for establishing Average Annual Net Earnings, an alternate period determined by the Relocation Agent to be most representative may be used.

(D) Replacement Housing Payments

A Replacement Housing Payment for residential tenants may be in an amount not to exceed the maximum amount required to be paid pursuant to M.G.L. c.79A and regulations adopted pursuant thereto as of the effective date of this Relocation Plan (the "Maximum Plan Payment"), determined as discussed in paragraphs E and F below, and may be either:

- (1) a payment to assist such tenant in the rental of a replacement housing unit, or
- (2) a payment to assist such tenant in making a downpayment towards the purchase of a replacement housing unit.

(E) Amount of Replacement Housing Payment for Tenant Who Rents

(1) Basic Computation. The amount of the Replacement Housing Payment shall be computed by determining the difference between the base monthly rental previously paid by the tenant and the monthly rental for a comparable replacement dwelling. The difference is multiplied by 48 to determine the total amount of the Replacement Housing Payment. If the amount exceeds the Maximum Plan Payment, it will be reduced to the Maximum Plan Payment.

(2) Base Monthly Rental. The base monthly rental shall be the average monthly rent paid by the tenant for the three-month period prior to the initiation of negotiations with such tenant.

(3) Adjustments.

- (a) Base Period. The period used to determine the base monthly rental may be longer than three months if the Relocation Agent determines that a longer period would more accurately reflect the rent actually paid for the dwelling from which the tenant wishes to move.
- (b) Comparability of Rental Amounts. Since the Replacement Housing Payment is the difference between two rental rates -- the base monthly rent for the unit from which the tenant wishes to move, and the rent for the replacement dwelling, it is essential that the two rates are in fact analogous. If they are not, the Relocation Agent must adjust one rate or the other before computing the amount of the Replacement Housing Payment. For example, if the rent paid by the tenant for the unit from which such tenant wishes to move does not include utilities but the rent for the replacement dwelling includes utilities, for the purpose of making the basic computation, one rate must be raised or the other lowered so that both rates either include utilities or do not. A similar adjustment must be made if both rents do not include the same utilities (e.g., one includes gas and electricity and the other includes only gas).

(F) Amount of Replacement Housing Payment for Tenant Who Purchases

A tenant of Evans House who purchases and occupies replacement housing may elect to receive a Replacement Housing Payment towards the downpayment on a purchased home. The amount of the Replacement Housing Payment will be equal to the lump-sum amount to which such tenant would otherwise be eligible had such tenant rented comparable replacement housing over a four-year period.

(1) When the Relocation Agent has determined the amount of the Replacement Housing Payment to which a tenant is entitled and has verified that the tenant has purchased and occupied a replacement dwelling, payment shall be made to the tenant.

(2) Whenever possible, and if requested by the tenant, the payment will be made on the date and at the place of settlement

on the replacement housing, in order to facilitate the purchase. Upon request by the tenant, a letter of verification of potential eligibility for the payment will be furnished to a responsible lending institution or other party designated by the tenant.

(G) Submittal of Tenant Claims

Claims must be submitted to the Relocation Agent within six (6) months from the time of moving from Evans House. The following material must be submitted:

- (1) The original copies of itemized invoices for all expenses claimed. All invoices must be receipted as evidence that the moving expenses have been paid. If, by pre-arrangement, the payment is to be made directly to the mover/contractor, the invoices, of course, will not have been receipted. However, all invoices should acknowledge that all work specified has been satisfactorily completed.
- (2) Such other documentation as the Relocation Agent may have requested at the time of the review of the tenant's moving plans.

(H) Termination of Relocation Assistance

Relocation assistance to tenants who wish to move from Evans House will continue until permanent relocation has been successfully achieved and all relocation payments made. The Relocation Agent's and CCI's obligations cease only in the following circumstances:

- (1) Tenant has moved to a replacement dwelling or replacement business location and has received all necessary assistance and payments.
- (2) In the case of residential tenants, such tenant has moved to a substandard replacement dwelling and has refused reasonable offers of additional assistance in moving to a suitable replacement dwelling.

(I) Relocation Records and Reports

The Relocation Agent is responsible for keeping up-to-date records on the relocation of all tenants who wish to move from Evans House. These records will be kept for a period of three (3) years following the final payment of relocation payments.

(J) Property Management

Evans House will be maintained in habitable condition for so long as any tenants who have not moved remain at Evans House

while CCI owns it. All necessary measures will be taken by CCI to secure Evans House for the safety of the tenants to the maximum extent possible.

Tenants have been informed of the amount of rent due, the date and place payment is due, identification of utilities or other services to be furnished by either party, and the right to a pro rata refund of advance payment in the event of vacancy before the end of a rental period.

The amount of rent charged will not exceed the amount which is permitted under applicable law, with respect to those units which are subject to the jurisdiction of the Boston Rent Equity Board.

Exhibit A-1

List of Residential Tenants at Evans House

Name	Unit(s)	No. of Bedrooms in Current Unit	No. of Bedrooms Required	Gross Rent of Current Unit	Special Needs - (large family, elderly, handicapped, etc.)
1. Bonnie florenza and daughter	203 & 204	Two	Two	\$175	None Known
2. Lee lat Ming and wife	305	One	One	\$200	None Known
3. Lee Tat Kam	306	One	One	\$150	None Known
4. Ying Ho and mother	312	One	One	\$220	None Known
5. William Litchfield	402	One	One	\$120	Elderly
6. Kan Chee Law	409	One	One	\$170	Elderly and Medical Problems
7. Paul Yee and wife	413 & 414	One	One	\$100	Medical Problems
8. Chung Kwun Poon	503	One	One	\$200	None Known
9. Sui Tsing Mak	510	One	One	\$145	None Known
10. Chung Lu Mong	511	One	One	\$110	None Known
11. Suk Chui and child and brother	512, 513 & 514	Three	Three	\$300	None Known
12. Hau Moon & Doris Moon	602	One	One	\$100	None Known
13. Loc Duc Diep	605	One	One	\$170	None Known
14. Ving Kuan Hoang	606	One	One	\$170	None Known

Exhibit A-2

List of Commercial Tenants at Lyana House

Name	Address	Type of Business	Square Footage	Preferred Areas
1. Cuong Chi Quach Phung My Quach "My Tan Video"	174 Tremont	Video Sales and Rental		Chinatown
2. Vietnam Coffee House	174 Tremont	Restaurant		?
3. Mina Lee Simon Advertising Agency	174 Tremont	Advertising		?

## NOTICE TO TENANTS

Evans House

[Name of Tenant]  
174-175 Tremont Street  
Boston, Massachusetts

Dear Tenant of Evans House:

In accordance with the requirements of the Boston Zoning Code for the Midtown Cultural District, you are hereby notified that you are entitled to certain relocation benefits in the event that you choose to move from Evans House.

**THIS IS ONLY A NOTICE OF THE AVAILABILITY OF RELOCATION BENEFITS. YOU ARE NOT GOING TO BE REQUIRED TO MOVE.**

The relocation benefits available to you are described in the Relocation Plan for Evans House. You may contact Melinda Alexander at the F. D. Rich Company of Boston, 99 Summer Street, Boston, MA 02110-1200 (617-737-8300) to obtain a copy of the Relocation Plan. Ms. Alexander is also available, with a translator, to meet with you in person to explain the relocation benefits available to you and answer any questions you may have.

If you have any questions concerning what rights you have as a tenant under rent control, contact James Creamer at the Boston Rent Equity Board, Room 709, City Hall, Boston 02201 (617-725-3384). If you speak only Chinese, Contact Yon Lee at the Mayor's Office of Neighborhood Services, Room 709A, City Hall, Boston 02201 (617-725-3485). If you speak only Vietnamese, contact Van-Lan Truong at the Mayor's Office of Neighborhood Services, Room 709A, City Hall, Boston 02201 (617-725-3485).

Very truly yours,

COMMONWEALTH CENTER, INC.

By: \_\_\_\_\_

[To be provided in English, Chinese and Vietnamese.]

ZONING EXCEPTIONS

1. Section 38-8: Increased Floor Area Ratio
  - Permitted in PDA-II - subject to exception - 14.0
  - Portion of Project on Parcel 30 in PDA-II - 12.65
  - Portion of Project on Keith Block - 12.34
2. Section 38-11: Maximum Height of 403 feet for Parcel 30  
Tower is in "Substantial Accord" with Table A Requirements  
(400 feet)
3. Section 38-19: Specific Design Requirements

	<u>Required/ Permitted</u>	<u>Project Design</u>
(a) Street Wall Height:		
(i) Hotel: Hotel -Avery St.	90'-0"	121'-0"
Octagon at Washington St.	90'-0"	139'-7"
(ii) Office Building-Block 30 (Washington & Boylston Sts.)	90'-0"	106'-5"
(iii) Office Building-Keith Block		
Washington Street	90'-0"	75'-8"
Avery Street-	90'-0"	75'-8"
(b) Sky Plane Setbacks:		
(i) Hotel		
-Avery St. Above St. Wall	15'	7'-0"
Above 155'	15'	15'-0"
-Washington St. Above Street Wall	25'	0'
(ii) Office Building-Block 30		
-Boylston St. Above Street Wall	15'	+/- 10'-0'
Above 155'	15'	Varies +/- 9'6" @ minimum point
Above 235'	35'	Varies +/- 9'6" @ minimum point
-Washington St. Above Street Wall	25'	+/- 22'6"
Above 155'-0"	35'	+/- 25'0"
Above 235'-0"	35'	+/- 25'0"
(iii) Office Building-Keith Block		
-Washington St. Above Street Wall	25'	+/- 8'-0"
Above 155'-0"	35"	+/- 8'-0"
Above 235'-0"	35"	+/- 8'-0"
-Avery St. Above Street Wall	15'	+/- 5'-0"
Above 155'-0"	15'	+/- 25'-0"
Above 235'-0"	35'	+/- 25'-0"

- (c) **Minimum Tower Distances:** Distance between Keith Block Office Building and proposed Boston Crossing Tower is approximately 110 feet in the present design (minimum required: 125 feet)
4. **Section 38-21: Change of Use or Occupancy of Theaters**  
State Theater - 619-625 Washington Street
5. **Section 38-18.6 and 38-22: Off-Street Parking in a Restricted Parking District**

Note: The above exceptions are based upon the preliminary designs listed in Exhibit D to the PDA/DIP Plan, and are subject to additions or modifications as the plans for the Keith Block portion of the Project are more fully developed and the design review process continues.

**COMMONWEALTH CENTER**  
**FACT SHEET AND PROJECT SUMMARY**

**DEVELOPMENT TEAM**

Developer: Commonwealth Center Limited Partnership;  
General Partners: F.D. Rich Company of  
Boston, Inc. and A.W. Perry, Inc.  
Architects: Kohn Pedersen Fox Associates, PC (master plan  
architect); Hardy Holzman Pfeiffer Associates  
(theater architect)  
Counsel: Gaston & Snow

**PARCEL DESCRIPTION**

Location: The site is located on portions of two city  
blocks which are separated by Avery Street  
and bordered by Boylston Street, Tremont  
Street, Lower Washington Street and the  
Paramount Theater. The block to the north is  
known as the Keith Block, and the block to  
the south is known as the Parcel 30 block.

Size: 144,361 square feet of land

**PROPOSAL**

The Proposal involves the construction of approximately 1.7  
million square feet of new development, to be located in  
three buildings of varying height, form, fenestration and  
materials.

The largest building, to be located on the Parcel 30 block  
near the corner of Boylston and Washington Streets ("One  
Boylston Street"), will be 32 stories tall and contain  
approximately 775,000 square feet of office space. The  
office portion of the building will sit on top of a retail  
galleria containing approximately 97,963 square feet of  
retail and restaurant space. Located adjacent to the office  
building in the Parcel 30 block is a 14 story hotel of  
approximately 420 rooms which incorporates the renovated  
Evans House into its overall hotel program and which  
incorporates its first two levels as part of the retail  
galleria.

A third building, located on the Keith Block at the corner  
of Avery and Washington Street, will be 32 stories tall and  
contain approximately 550,000 square feet of office space  
and 7,655 square feet of retail space. Adjacent to this  
building is the Paramount Theater which will be restored and  
converted into two performing arts theaters.

The buildings will be designed to follow the pattern of historic street walls and establish a system of pedestrian connections. On Washington Street, retail shop fronts will face the street, providing an animated pedestrian experience. Office lobbies will be oriented towards Boylston and Washington Streets. Along Tremont Street, across from the Boston Common, the historic Evans House will once again welcome hotel guests and visitors. Service and parking areas will be below grade, with entrances set back from streets and sidewalks.

From Downtown Crossing, the restored Paramount Theater marquee will provide a brightly lit symbol of the Midtown Cultural District, while a pavilion entry at the corner of Washington and Avery Street will welcome shoppers to the retail galleria. Once inside, a glass covered arcade lined with shops and restaurants will lead through the block connecting Downtown Crossing to the Boston Common. The arcade will also serve as a covered passageway for commuters going to and from nearby subway stations and will connect the hotel and office buildings.

Parking for approximately 1000 vehicles to accommodate the entire Project will be provided on the Parcel 30 block on four levels below grade for hotel guests, shoppers and tenants and is intended to be made available for theatre and other cultural facility parking in the evening. These spaces replace 341 public parking spaces currently available on the site in commercial surface parking lots.

	<u>Parcel 30</u>	<u>Keith Block</u>	<u>Total</u>
Height:	32 stories 403 feet	32 stories 400 feet	
Program:			
Office:	775,000 GSF	550,000 GSF	1,325,000 GSF
Hotel:	311,028 GSF (420 rooms)		311,028 GSF
Retail:	97,963 GSF	7,655 GSF	105,618 GSF
Childcare:	*8,000 GSF		12,000 GSF
Cultural:	2 performing arts theaters built in Phase I		
Parking:	1,000 cars		1,000 cars
FAR:	12.07	12.34	12.16

\* - plus a 4,000 GSF child care facility in Chinatown

COST

Estimated Total Development Cost: \$550 million

## SCHEDULE

Phase I Estimated Start: Winter, 1989  
Phase I Estimated Completion: Fall, 1992

Phase II Estimated Start: Spring, 1994  
Phase II Estimated Completion: Spring, 1996

## BENEFITS

Cultural: Two performing arts facilities in renovated  
Paramount Theater; Air-Rights for additional  
theater space.

Construction Jobs: 4,950 person-years (estimated)  
Permanent Jobs: 6,300 employees (estimated)

Childcare: 80-slot childcare facility on-site  
40-slot childcare facility off-site

Housing Linkage: \$8 million for Housing Creation on Parcels  
A, B, and C in Chinatown

Jobs Linkage: \$1.6 million, including English as a Second  
Language and Child Care Training Programs

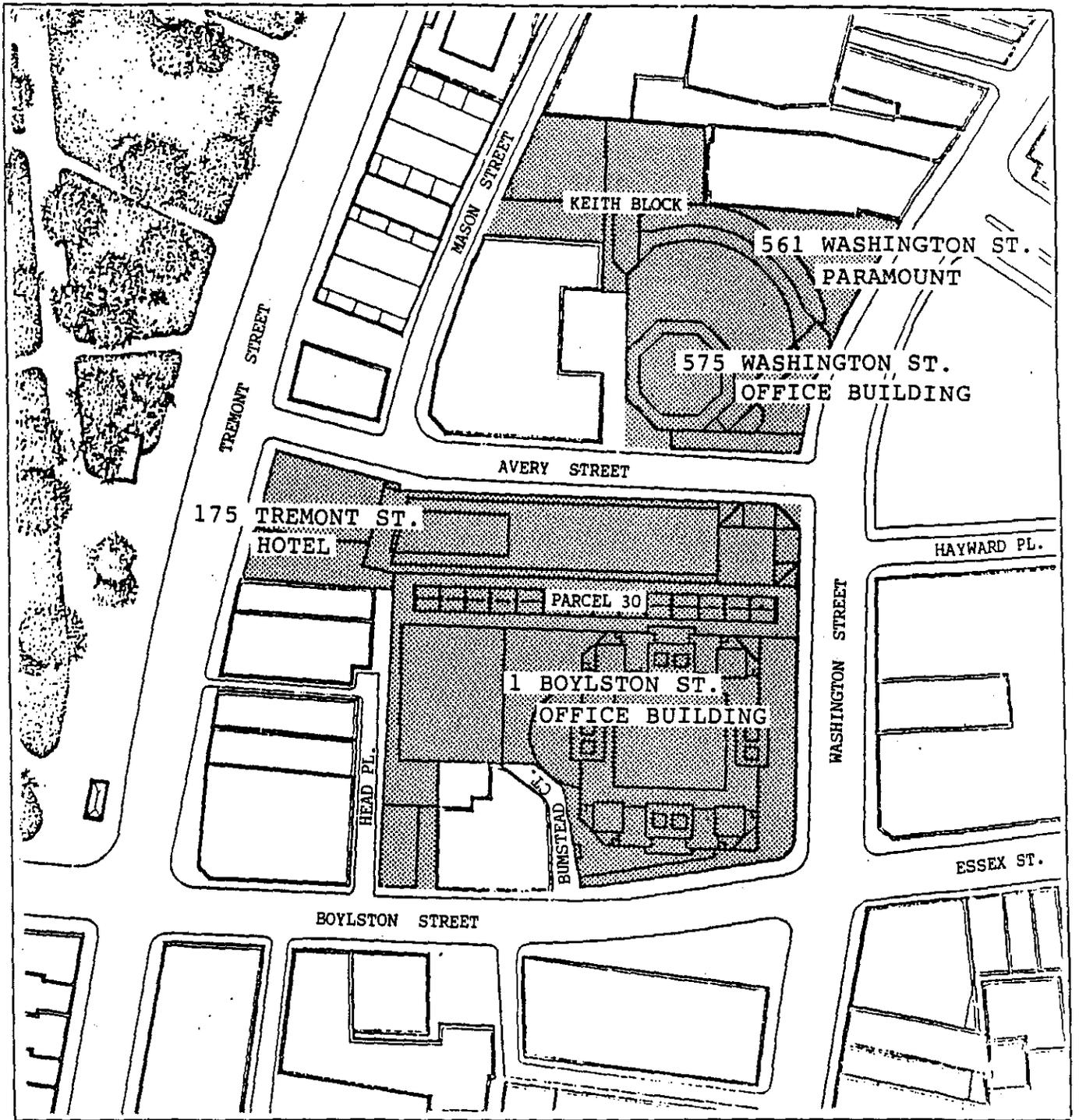
Annual Taxes: \$9 million in new real estate property taxes  
\$1 million in new hotel excise taxes

Other: Neighborhood Business Opportunities  
Open Space Contribution  
MBTA Station Improvements  
On-site Visual Arts Opportunities

## ZONING

The project site lies primarily within the area designated PDA-II in Section 38-12 of Article 38 of the Boston Zoning Code which established the Midtown Cultural District. A small portion of the site, close to Tremont Street, lies within the Boston Common and Public Garden Protection Area.

The project has been designed generally in accordance with the Midtown Cultural District Plan and Zoning regulations of Article 38. After adoption by the Zoning Commission of a map amendment for a Planned Development Area, zoning exceptions will be required for building height, FAR, street wall height, certain setback requirements, and parking.



SITE PLAN (NOT TO SCALE)

Map Amendment Application No. 287  
Planned Development Area No. 33  
Boston Redevelopment Authority in  
behalf of Commonwealth Center  
Limited Partnership  
Midtown Cultural District:  
Commonwealth Center  
PDA II: "D" Designation

MAP AMENDMENT NO. 228

EFFECTIVE  
August 17, 1989†

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF BOSTON

IN ZONING COMMISSION

The Zoning Commission of the City of Boston, acting under Chapter 665 of the Acts of 1956 as amended, after due report, notice and hearing, and after due consideration of the findings of the Boston Redevelopment Authority approved on June 29, 1989, does hereby approve the Development Plan for Planned Development Area No. 33 and amend "Map 1A/Midtown Cultural District" of the series of maps entitled "Zoning Districts - City of Boston", dated August 15, 1962, as follows:

By granting the designation "D", indicating a Planned Development Area overlay district, to two parcels of land in the Midtown Cultural District of Boston Proper, as follows:

Parcel 1 comprises the major portion of the block bounded by Beylston, Washington, Avery, and Tremont Streets, as described in Exhibit A attached hereto, which is sometimes referred to as "Parcel 30"; excluding from the "D" designation the area of Parcel 1 which lies within one hundred (100) feet east of the easterly sideline of Tremont Street and which consequently is in the Boston Common and Public Garden Protection Area, and not in the PDA II area, of the Midtown Cultural District. Note: The area excluded from the "D" designation is nevertheless part of the project area covered by the Development Plan for Planned Development Area No. 33.

Parcel 2 comprises a portion of the block bounded by Washington, Avery, Mason and West Streets, as also described in Exhibit A attached hereto, which is sometimes referred to as the "Keith Block".

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[Exhibit A is available from the Zoning Commission office upon request.]

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†Date of public notice: July 17, 1989 (see St. 1956, c.665, s.5).

Development Plan for Planned Development  
Area No. 33  
Map Amendment Application No. 287

Map Amendment No. 228

Richard Zander  
Chairman

Robert H. New  
Vice Chairman

Robert Touden

Ana Maria Perez

Edward D. Croston

John M. McEachern

Joseph W. Joyce

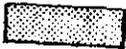
Edward P. Casey

In Zoning Commission

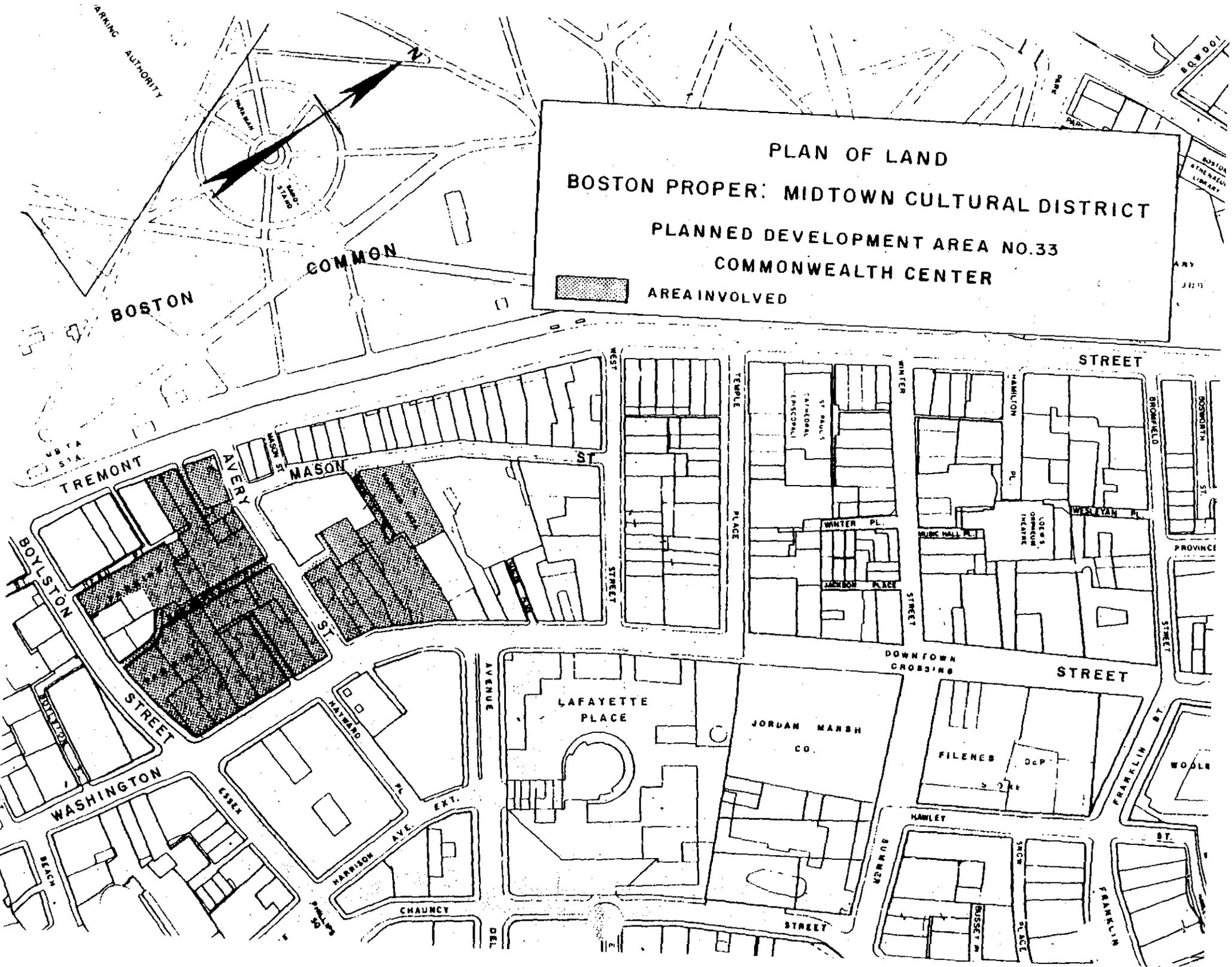
Adopted July 27, 1989

Attest: Marguerite Kildebrand  
Secretary

PLAN OF LAND  
BOSTON PROPER: MIDTOWN CULTURAL DISTRICT  
PLANNED DEVELOPMENT AREA NO.33  
COMMONWEALTH CENTER

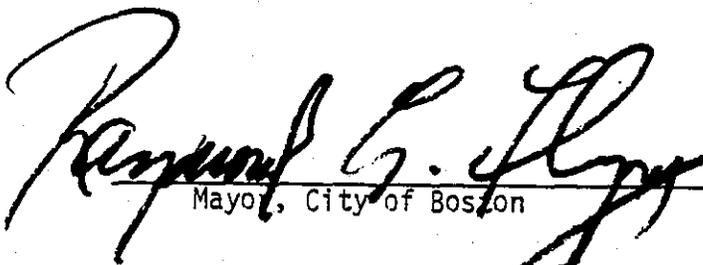


AREA INVOLVED



Development Plan for Planned Development  
Area No. 33  
Map Amendment Application No. 287

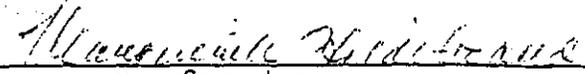
Map Amendment No. 228

  
\_\_\_\_\_  
Mayor, City of Boston

Date: Aug. 17, 1989

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The foregoing amendment was presented to the Mayor on August 4, 1989, and was signed by him on August 17, 1989, whereupon it became effective on August 17, 1989, in accordance with the provisions of Section 3 of Chapter 665 of the Acts of 1956.

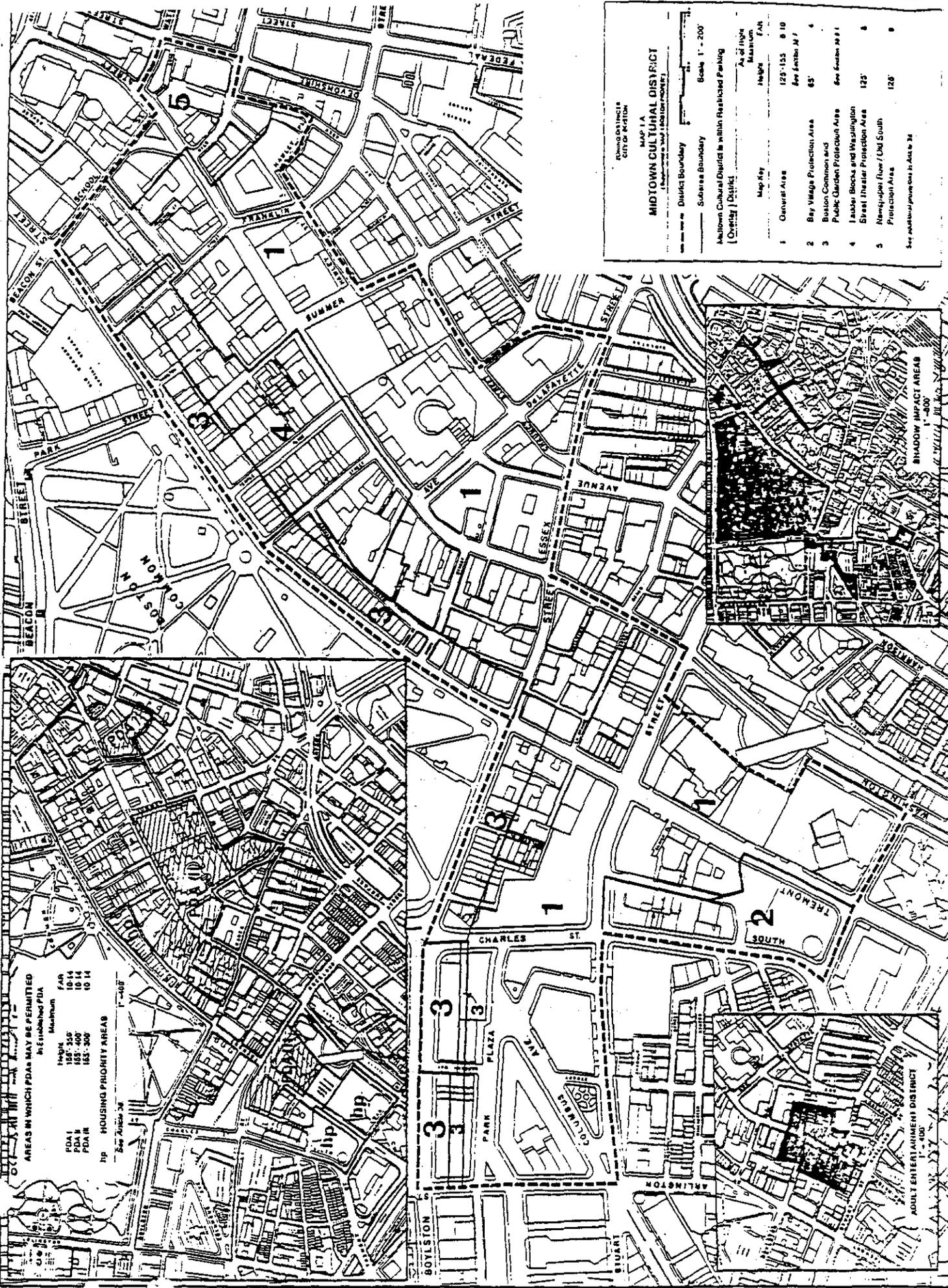
Attest:   
\_\_\_\_\_  
Secretary

Revised Districts  
 City of Boston  
**MIDTOWN CULTURAL DISTRICT**  
 MAP 1A  
 (Revised to show 1992 boundaries)

District Boundary  
 Subarea Boundary  
 Scale 1" = 200'  
 Midtown Cultural District is within Registered Parking (Overlay) District

Map Key	Height	Area of High Medium
1	125' - 155'	9 10
2	See Section 24.7	4
3	65'	See Section 24.1
4	125'	4
5	125'	9

See additional provisions in Area 24



**AREAS IN WHICH PDAS MAY BE PERMITTED**  
 by Established PDA  
 Maximum  
 Height  
 100' - 125'  
 125' - 150'  
 150' - 200'  
 FAR  
 10-14  
 10-14  
 10-14

**HOUSING PRIORITY AREAS**  
 H1p  
 See Article 24

ADULT ENTERTAINMENT DISTRICT  
 1" = 100'