

**CONTRACT FOR PAYMENT IN LIEU OF TAXES  
ENTERED INTO BY AND AMONG THE CITY OF BOSTON,  
BOSTON REDEVELOPMENT AUTHORITY AND 263 SUMMER STREET  
DEVELOPMENT LLC**

This Contract for a Payment in Lieu of Taxes Agreement (this “PILOT Agreement”) is effective as of July 1, 2025 (the “Effective Date”), and is by and among the **CITY OF BOSTON**, acting by and through its Assessing Department, (the “City”), the **BOSTON REDEVELOPMENT AUTHORITY**, a body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, (the “BRA”), and **263 SUMMER STREET DEVELOPMENT LLC**, a Massachusetts limited liability company, having an address of 599 East Broadway, Boston, Massachusetts 02127 (the “Owner”).

**RECITALS**

**WHEREAS**, on October 12, 2023 the BRA Board of Directors authorized a “Downtown Office to Residential Conversion Incentive Pilot Program” (the “Program”) and on July 18, 2025 the BRA Board of Directors authorized the extension of the Program on terms as further defined in the Board Memorandums (collectively the “Office Conversion Program Memos”), attached as Exhibit A-1 and Exhibit A-2 respectively.

**WHEREAS**, based on current and projected trends in the commercial real estate market and the lack of housing stock in the Downtown Boston area, the BRA is seeking to provide tax abatement under this Agreement in order to incentivize property owners of Class B and C office space to consider converting existing office space to multi-family residential housing.

**WHEREAS**, the proposed 259-267 Summer Street Project (the “Project”) includes the redevelopment of the existing office space, converting it into a seventy-seven (77) unit residential apartment building; fifteen (15) of the residential apartment units will qualify as “Affordable Housing” under the Inclusionary Development Policy of the City of Boston (collectively, the “Residential Component”), with 8,202 s.f. of commercial retail space on the first floor (the “Commercial Component”), as approved by the BRA on December 12, 2024 (the “BPDA Project Approval Memo”) attached hereto and incorporated herein as Exhibit B

**WHEREAS**, the Project Site consists of the 8,970 +/- square foot parcel located at 10 Melcher Street (AKA 263 Summer Street), Boston, Assessor’s Parcel No. 0602702000 (the “PILOT Parcel”).

**WHEREAS**, acting pursuant to and in accordance with Chapter 121B of the Massachusetts General Laws, and pursuant to an authorizing vote by the BRA on December 12, 2024, and to be recorded with the Suffolk Registry of Deeds as the same may be hereafter amended, the Owner will execute a Quitclaim Deed (the “Deed”) conveying to the BRA a limited, temporary real property interest (the “Temporary Interest”) in the PILOT Parcel as described in Annex A to such Deed attached and incorporated hereto as Exhibit C, subject to and specifically excluding certain matters as set forth therein.

**WHEREAS**, prior to the recording of the Deed, the Owner has caused a certain Mortgage and Security Agreement dated as of October 9, 2024 to be recorded granting North

Shore Bank, a Co-Operative Bank, with an address of 248 Andover Street, Peabody, MA 01960 (along with its successors and assigns as their interest may appear, the “Lender”) a first priority security interest in the PILOT Parcel (the “Mortgage”). The transfer of the PILOT Parcel to the BRA shall be subject to the Mortgage and any collateral assignment by Owner in favor of Lender covering the PILOT Parcel.

**WHEREAS**, the BRA has accepted the Deed conveying the Temporary Interest in the PILOT Parcel, so as to stabilize the taxes due and owing for the PILOT Parcel, to enable the Owner to convert the current office space at the PILOT Parcel to housing (and maintain the first floor as commercial space), the creation of that housing will remedy a blighted and decadent area, as defined by the BPDA Project Approval Memo.

**WHEREAS**, the Owner, the City and the BRA agree that during the Term (as hereinafter defined), the PILOT Parcel will be exempt from taxation in accordance with the provisions of M.G.L. c. 121B § 16 and M.G.L. c. 59; however, in lieu thereof and in accordance with the terms set forth herein, including the satisfaction of certain obligations of the Owner as set forth herein, the Owner shall make PILOT Payments (as hereinafter defined) as set forth in further detail herein.

**WHEREAS**, as set forth in greater detail below, the Owner and the City have agreed to an abatement equal to an amount no greater than a Seventy-Five percent (75%) reduction in the taxes which would otherwise be owed on the Residential Component (as hereinafter defined) of the PILOT Parcel but for the existence of this Agreement (defined below) and as provided in Exhibit D.

**NOW THEREFORE**, in consideration of the foregoing and the covenants and agreements set forth herein, the City, the BRA and the Owner hereby agree as follows:

**1. Payment In Lieu of Taxes:**

- a. Notwithstanding the provisions of M.G.L. c. 59, during the Term, as defined in this PILOT Agreement, in lieu of real estate taxes with respect to the PILOT Parcel which would otherwise be assessed and payable under M.G.L. c. 59, the Owner shall make PILOT Payments, as set forth in Section 3 below, pursuant to the provisions of M.G.L. c. 121B, § 16 and the terms and conditions of this Agreement.
- b. An installment of the PILOT Payment shall be made by Owner on each of November 1st and May 1st (the “Payment Dates”) of each Fiscal Year (as hereinafter defined) during the Term. The first installment shall be an estimate based on fifty percent (50%) of the PILOT Payment in the previous Fiscal Year. The second installment shall be the full PILOT Payment for the said Fiscal Year minus any sum paid for the first installment.
- c. PILOT Payments shall be made directly to the City’s Collector-Treasurer.
- d. Owner’s failure to pay in full each PILOT Payment installment on or before the Payment Date shall result in Owner being liable for interest, fines, penalties and

related costs, including legal costs and disbursements, in accordance with M.G.L. c. 60, as amended from time to time.

2. **Term:** This PILOT Agreement is effective on the Effective Date and will provide no more than Twenty-Nine (29) years of tax abatement consistent with the provisions of Section 1 of this Agreement. This PILOT Agreement shall terminate no later than June 30, 2045 (the “Expiration Date”); the period of time from the Effective Date to the Expiration Date shall be the “Term”. Upon the Expiration Date, the PILOT Parcel will be fully assessed and taxable to the Owner in accordance with M.G.L. c. 59. Upon the Expiration Date, the Temporary Interest as described in the Deed shall likewise terminate and all right, title and interest held by the City in the Temporary Interest shall revert to the Owner or its successor in interest. Upon the Expiration Date and the reversion of the Temporary Interest (collectively, the “Termination Date”), the Owner, or its successor in interest, may record with the Suffolk County Registry of Deeds an affidavit executed under the pains and penalties of perjury confirming the occurrence of the Termination Date and the termination of Temporary Interest, consistent with those terms in the Deed attached hereto in Exhibit C.

3. **PILOT Payments:** The Owner and the City have agreed to an abatement equal to an amount no greater than a Seventy-Five percent (75%) reduction in the taxes which would otherwise be owed on the Residential Component of the Project Site but for the existence of this Agreement. The Owner and the City agree to the schedule of payments for each Fiscal Year during the Term, as shown and defined in Exhibit D of this Agreement. The “PILOT Payment” shall be comprised of two components as follows: (a) an amount equal to the sum of: (i) that amount which equals the tax payment which would otherwise be due, using a residential tax rate, to the City for the property taxes which would have been assessed against the Residential Component as if this PILOT Agreement never been in force and effect and as if the BRA had never acquired the Temporary Interest; less (ii) the Applicable Reduction Amount (as herein defined), and (b) the tax payment which would otherwise be due, using a commercial tax rate, to the City for the property taxes which would have been assessed against the Commercial Component. As used herein, the phrase “Applicable Reduction Amount” shall mean the percentage, for the relevant Fiscal Year, as shown in Exhibit D of this Agreement.

The assessed values for determining the PILOT Payment for each Fiscal Year during the Term shall be calculated by the City in accordance with M.G.L. c. 59, in the same manner as taxable assessed values are derived. Upon determination of the assessed value of the PILOT Parcel for each Fiscal Year during the Term, the City shall notify the Owner thereof (the “Payment Amount Notice”).

4. **Collection and Enforcement:** Upon the occurrence of a default under this PILOT Agreement (subject to all grace and cure periods hereunder), and in addition to the City’s rights under Sections 1, 7 and 8 of this PILOT Agreement, the City shall have the right to sue the Owner for breach of contract if the PILOT Payments and Gap Payment (defined below) and any interest and costs assessed are not paid pursuant to the terms of this PILOT Agreement. In consideration of the agreement by the Owner to such collection remedies, the City agrees that (i) the BRA shall have no liability whatsoever for any PILOT Payments hereunder, and (ii) there shall be no other recourse against, or any personal liability on the part of any of Owner’s general

or limited partner, member, manager, officer, director, employee or agent thereof with respect to any payments due or any obligations to be performed hereunder.

**5. Amendments /Modifications:** The Owner, the City and the BRA agree that any amendment subsequent to the delivery of this PILOT Agreement that affects any term or conditions of this PILOT Agreement shall have no effect unless it is in writing and signed by duly authorized representatives of all parties hereto.

**6. Default by Owner:**

- a. Default on PILOT Payment: Subject to Lender's rights under Section 12 of this PILOT Agreement, if the Owner defaults in its obligation to make a PILOT Payment as required by this PILOT Agreement, the City shall have the right to terminate this PILOT Agreement upon thirty (30) days' written notice to Owner and the failure of Owner to have cured such default within such thirty (30) day period.
- b. Default by Non-Compliance with Program Requirements: This Agreement is conditioned on the Project adhering to the following requirements of the Program. Subject to Lender's rights under Section 12 of this PILOT Agreement, if the Owner defaults in its obligation to materially comply with the requirements of the Program as required by this PILOT Agreement, the City shall have the right to terminate this PILOT Agreement upon thirty (30) days' written notice to Owner and the failure of Owner to have cured such default within such thirty (30) day period. By way of example, under this PILOT Agreement, the Owner shall comply with the following provisions otherwise such non-compliance shall result in a default under this PILOT Agreement (which default shall be subject to the thirty (30) day cure period afforded to Owner above):
  - i. Compliance with the City of Boston's Inclusionary Development Policy (the "IDP") will be met with the Owner providing three IDP units, comprised of a One-bedroom and two studio units, available only to households earning no more than 60% of the Area Median Income, as further defined in Exhibit B.
  - ii. Owner must comply with all requirements as determined through proper review with Boston's Inspectional Services Department ("ISD") and with all project Mitigation and Community benefits, as further defined in Exhibit B.
- c. Project Transitions to Homeownership: This Agreement may not be transferred or assigned to a Homeowner's Association, individual property owners in a condo regime, or similar structure. Any such transfer or assignment shall constitute a Default by the Owner and the City or the BRA may terminate this PILOT Agreement.

**7. Effect of Default:** Subject to the notice, grace and cure periods to which Owner is entitled as set forth herein, in the event of a default which entitles and causes the City to exercise

the right to terminate this PILOT Agreement, the City shall serve the Owner and Lender a Notice of Termination (“Termination Notice”). From and after such service of the Termination Notice, the PILOT Parcel shall thereafter be assessed pursuant to M.G.L. c. 59, and the Owner shall be liable for taxes that accrued or would have accrued from and after such date that the Termination Notice was served but for the existence of this PILOT Agreement. Upon the service of the Termination Notice or the Expiration Date (whichever is sooner), the Temporary Interest shall likewise terminate and all right, title and interest of the City to the Temporary Interest shall revert to the Owner or its successor in interest. Upon the expiration of the Term and the termination of the Temporary Interest, the Owner, or its successor in interest, or the City shall record with the Suffolk County Registry of Deeds an affidavit executed under the pains and penalties of perjury confirming the occurrence of the Termination Date and the termination of the rights granted in the Deed, consistent with those terms in the Deed attached hereto as Exhibit D.

**8. Termination: Failure to Commence/Diligently Pursue Construction:** Notwithstanding the provisions of Section 7 of this Agreement, the Owner shall obtain a Certification of Compliance from the BRA certifying the Owner’s completion of requirements pursuant to Article 80 of the Boston Zoning Code, obtain a building permit from ISD, and commence construction on the PILOT Parcel no later than September 1, 2025. Upon commencement of construction and subject to delays due to Force Majeure Events, as defined in [Section 18(c)] of this PILOT Agreement, the Owner shall diligently and continuously prosecute construction to completion and the Owner shall obtain a Certificate of Occupancy from ISD (the “Certificate of Occupancy”) no later than Eighteen (18) Months from the date a building permit was issued from ISD for the PILOT Parcel.

Should the Owner not obtain a building permit and commence construction, prior to September 1, 2025, the BRA or the City may terminate this PILOT Agreement (subject to the notice, grace and cure provisions set forth herein).

If, at any point during the Term, the Owner is found, in the reasonable discretion of the BRA or the City, to not have diligently and continuously prosecuted construction of the Project and/or does not obtain a Certificate of Occupancy within eighteen (18) months from the issuance of a building permit, then, subject to delays due to Force Majeure Events and the Lender’s rights in Section 12 of this PILOT Agreement, the BRA or the City may terminate this PILOT Agreement pursuant to this Section.

Upon termination of this PILOT Agreement pursuant to this Section, the Owner shall owe to the City the total property taxes that would have been assessed under M.G.L. c. 59 against the PILOT Parcel, had this PILOT Agreement not been in full force and effect less the amount of any PILOT Payments made by the Owner during such period and the PILOT Parcel will thereafter be fully assessed and taxable to the Owner in accordance with M.G.L. c. 59.

**9. Gap Payment:** The Owner agrees that upon the termination of this PILOT Agreement, the Owner shall pay, or cause to be paid, a gap payment to cover the time period between the date of service of the Termination Notice and the date on which the PILOT Parcel becomes taxable pursuant to M.G.L. c. 59 (the “Gap Payment”). The Gap Payment shall be equal to the M.G.L. c. 59 property taxes, which would otherwise be due to the City for the property taxes

which would have been assessed against the PILOT Parcel had this PILOT Agreement never been in force and effect. The Gap Payment shall be paid within six (6) months following the date of service of the Termination Notice. The provisions of Section 5 and this Section 9 shall survive the termination of this PILOT Agreement.

**10. Notice:** Any notice or other communication required or permitted under this PILOT Agreement shall be in writing and shall be deemed given when sent, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by a recognized overnight delivery service, addressed as follows:

If to the City:                      City of Boston Assessing Department  
City Hall, Room 301  
Boston, MA 02201-1007  
Attention: Commissioner of Assessing

with a copy to

City of Boston Office of Corporation Counsel  
City Hall, Room 615  
Boston, MA 02201-1007  
Attention: Corporation Counsel

If to the BRA:                      Boston Redevelopment Authority  
One City Hall Square  
Boston, MA 02201-1007  
Attention: Director

with a copy to

Boston Redevelopment Authority  
One City Hall Square  
Boston, MA 02201-1007  
Attention: General Counsel

If to the Owner:                      Adam Burns, Manager  
263 Summer Street Development LLC  
599 E Broadway  
Boston, MA 02127

with a copy to:

Kenneth M. Goldstein, Esq.  
Goldstein & Herndon, LLP  
822 Boylston Street, Suite 300  
Chestnut Hill, MA 02467

If to the Lender:                      NORTH SHORE BANK, A CO-OPERATIVE BANK  
248 Andover Street

Peabody, MA 01960  
Attn: Geoffrey Leahy, Vice President

With copy to:

Brian F. Plunkett, Esq.  
Hackett Feinberg P.C.  
155 Federal Street, 9<sup>th</sup> Floor  
Boston, MA 02110

or to such other address as the addressee shall have indicated by prior notice to the other parties. Notice under this PILOT Agreement may be waived in writing prospectively or retroactively by the person entitled to the notice. Notice from counsel to a party shall be effective notice.

**11. Successors/Assigns:**

- a. Assignment: This PILOT Agreement may be assigned or transferred during the Term of this PILOT Agreement only with prior approval of the City and the BRA, not to be unreasonably withheld, and pursuant to the terms of a Bona Fide Sale/Transfer as defined below.
- b. Approval. Prior to the consummation of a proposed Bona Fide Sale/Transfer, the Owner shall provide the City and the BRA information on the Owner's total development costs, transaction costs, and the terms of such Bona Fide Sale/Transfer by Owner of the PILOT Parcel and, if requested by the City or by the BRA, the Owner agrees to provide supporting documentation reasonably satisfactory to the City and to the BRA of such total development costs, transaction costs, and terms of such Bona Fide Sale/Transfer.
- d. Sale/Transfer by Current Owner. The City and the BRA agree to approve such Bona Fide Sale/Transfer by the current Owner upon said current Owner's having agreed to make said payment in accordance with the terms and conditions as set forth above, and upon the City's and the BRA's reasonable determination, which shall not be unduly conditioned or delayed, that the Owner has satisfied the following conditions: (i) if such Sale/Transfer occurs before the receipt of a Certificate of Occupancy for the Project, the Owner has demonstrated that the proposed transferee has the economic resources, including equity or financing commitments or other resources to complete the Project (if not yet completed); (ii) the transferee assumes in writing all of the obligations under this PILOT Agreement; (iii) the transferee has provided the BRA with a form of Disclosure of Beneficial Interests in form and substance similar to that on file from the Owner reasonably acceptable to the BRA; (iv) the transferee meets the requisite Office of Foreign Asset Control disclosure requirement; and (v) the transferee, including its principals, is not in default of any City of Boston real estate tax obligations or is not in default of any City of Boston Fair Housing practices.

- c. Financing Transactions. In any and all events, the Owner, which term for purposes of this PILOT Agreement shall mean its Affiliates, successors and assigns, shall be permitted to obtain one or more loans, debts, contributions or other financings related to the Project and/or the PILOT Parcel, which may be secured by one or more mortgages or other instruments creating a security interest in all or any portion of the Owner's interest in the PILOT Parcel (each, a "Financing Transaction") it shall be considered a Sale/Transfer as defined below or subject to the approval of the City or the BRA in any case. The Parties agree to amend this Agreement if necessary to update the identity of the Lender for notice purposes in the event the Owner or its successors or assigns enters into new financing documents secured by a new mortgage covering the PILOT Parcel or to eliminate provisions relating to a lender if no mortgage financing exists.
- d. Transfer to an Affiliate. Any transfer of the PILOT Parcel and an assignment of this PILOT Agreement to an Affiliate or Affiliated Entity of the Owner shall be effective upon the filing of written notice of such transfer with the BRA and with the City, such notice to include a disclosure of those having beneficial interests in the Affiliate or Affiliated Entity in form and substance reasonably satisfactory to the BRA.
- e. Benefits and Burdens. The Owner's successors or assigns shall be subject to the burdens and receive the benefits of M.G.L. c. 121B, §16 and this PILOT Agreement. The successors or assigns shall derive the benefits only for the remainder of the Term.
- f. Notice. The Owner, which term may include said successors and assigns as detailed above, shall have the burden of notifying the BRA and the City of the intended Sale/Transfer.

12. **Counterparts:** This PILOT Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

13. **Governing Law:** Notwithstanding anything herein to the contrary, this PILOT Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any suit, claim or action shall be brought in Suffolk County.

14. **Severability:** If any provision of this PILOT Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this PILOT Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. The City reserves the right to assess the Owner's real property pursuant to M.G.L. c. 59, as amended, if the provision held to be invalid or unenforceable relates to a PILOT Payment, and the Owner shall retain the ability to contest the taxes as so assessed pursuant to the terms of M.G.L. c. 59, as amended, and the event of such invalidity or unenforceability, the Owner may terminate this PILOT Agreement by written notice thereof to the City and the BRA, and upon such termination this PILOT Agreement and the grant of the Temporary Interest of the PILOT Parcel shall



terminate and all right, title and interest in the Temporary Interest shall revert to the Owner or its successor in interest.

**15. Definitions:** Terms defined elsewhere in this PILOT Agreement shall have the meanings ascribed to them. In addition, the terms defined below shall have the meaning ascribed to them wherever such terms shall appear in this PILOT Agreement, unless the context requires otherwise.

- a. Fiscal Year: shall mean the twelve (12) month period from July 1 to June 30.
- b. Sale/Transfer: shall mean:

For the purposes of this Section and Section 11.a, the terms “sale” and “transfer” as used in this PILOT Agreement shall mean: any sale, transfer or assignment including, without limitation, sales, assignments and transfers by operation of law, by merger, or consolidation, or otherwise, including (i) a change in beneficial interests in the Owner, which results in a change of Control (as defined below) in the Owner; (ii) the sale or transfer of all or substantially all of the assets of the Owner in one or more transactions into one or more entities that is not an Affiliate or Affiliated Entity (as defined below), other than a transfer to a lender in exercise of its remedies; or (iii) the merger or consolidation of the Owner, into or with another entity that is not an Affiliated Entity. However, the following transfers shall not require the approval of the BRA provided that none of the following shall be deemed to be a “Sale/Transfer”, “sale” or “transfer” as such terms are used in this Agreement nor require the approval of the BRA or the City: (1) a foreclosure or deed in lieu of foreclosure and any subsequent sale by a foreclosing lender (or its affiliate) to a third party that is not an Affiliate of the Owner; (2) any sale, transfer or assignment to an Affiliate of the Owner; (3) any financing of all or any portion of the Owner’s interest in the PILOT Parcel or Improvements thereon provided by a third party that is not an Affiliate of the Owner; (4) transfers of direct or indirect interests in the Owner to an Affiliated Entity of such Owner; and (5) in the case of a publicly traded company, transfers shall not include transfer of shares through a stock exchange.

- c. Affiliate or Affiliated Entity: shall mean: (1) any real estate investment fund, limited partnership, limited liability company or other form of real estate investment vehicle Controlled by the Owner and/or (2) any entity which directly or indirectly Controls, is under the Control of, or is under common Control with, the Owner.
- d. Control: shall mean: when used with respect to any entity, the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities or other beneficial interest, by contract, or otherwise (and the terms “Control,” “Controls,” “Controlling” and “Controlled” shall have the meanings correlative to the foregoing). Any transfer to an “Affiliate” or “Affiliated Entity” shall be effective upon the filing of written notice of such transfer with the BRA and with the City, such notice to include a

disclosure of those having beneficial interests in the “Affiliate” or “Affiliated Entity” in form and substance reasonably satisfactory to the BRA.

- e. Bona Fide Sale/Transfer: shall mean: an arm’s length Sale/Transfer by Owner and an unrelated or unaffiliated party whereby all or a portion of the Project Site is sold for consideration based on fair market value. The foregoing provisions shall not limit or impair the options of parties providing financing for the Project (or parties claiming by or through such parties) unless such party or parties becomes a Controlling entity.
- f. Gross Sale Proceeds: shall mean the amount determined by the product of (i) the gross consideration actually paid to the Owner for the Sale/Transfer of all or the applicable portion of or interest in the PILOT Parcel per usable square foot subject to an applicable Sale/Transfer, and (ii) the usable square footage of all or the applicable portion of the residential component(s) of the PILOT Parcel subject to such Sale/Transfer.
- g. Force Majeure Event: shall mean:
  - i. A delay in or a failure of performance by Owner in the performance of their respective obligations under Section 8 of this PILOT Agreement, shall not constitute a default under this PILOT Agreement to the extent that such delay or failure of performance (i) could not be prevented by such Party’s exercise of reasonable diligence and (ii) results from either (a) the other Party’s failure to perform its obligations under this PILOT Agreement, or the negligence or willful misconduct of the other Party or of its employees, agents, or others for whom such other Party is legally responsible; or (b) acts of God, fire or other casualty, war, terrorist acts, public disturbance and/or strikes or other labor disturbances not attributable to the failure of such Party to perform its obligations under any applicable labor contract or law and directly and adversely affecting such Party, unusual or extraordinary weather events, general unavailability of labor or materials affecting the construction industry in the greater Boston area; or (c) other causes beyond such Party’s reasonable control including epidemics, pandemics and pandemic-related or other public health emergency or governmental regulations relating to same, such as government-ordered shutdowns, distancing requirements, and supply-chain disruptions which prevent or materially adversely affect the ability to perform in a timely manner (a “Force Majeure Event”). The following shall, in no event, be deemed to be Force Majeure Events: inability to obtain financing; Owner’s financial condition; inability to obtain Approvals; delays due to soil conditions which are known or foreseeable with the exercise of reasonable diligence; or delays of, or changes in, or cancellation of construction of roadways, transportation infrastructure and related improvements. Owner agrees to use commercially

reasonable efforts to minimize the delay and other adverse effects of any Force Majeure Event.

- ii. Notice of Force Majeure Event. Owner shall provide prompt written notice in accordance with the provisions of Section 10 of this Agreement of any Force Majeure Event excusing its delay or non-performance after Owner first becomes aware of such condition or event. Owner shall keep the City and the BRA reasonably informed of any development pertaining to such Force Majeure Event.


**16. Headings:** The headings and captions of the paragraphs and sections of this PILOT Agreement are not to be considered a part of it and shall not be used to interpret, define, or limit the provisions hereof.

**17. Acknowledgement:** The BRA and Owner hereby acknowledge and agree that the Deed is intended to convey bare legal title only, and the Owner is intended to remain the owner of the PILOT Parcel for all federal and state tax purposes, entitled to all federal and state tax attributes of ownership, including, without limitation, depreciation or cost recovery deductions, federal historic rehabilitation tax credits described in Section 47 of the Internal Revenue Code, Massachusetts historic rehabilitation credits described in M.G.L. c.63, Sec. 38R and any other federal or state tax benefits attributable to the Property. The BRA and Owner shall maintain all books and records consistent with the foregoing, and agree to execute any further documents or instruments necessary to evidence the foregoing.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the CITY OF BOSTON has caused these presents to be signed in its name and behalf by Michelle Wu, Mayor, and Nicholas Ariniello, Commissioner of Assessing, the BOSTON REDEVELOPMENT AUTHORITY has caused these presents to be signed in its name and behalf by Kairos Shen, its Director, and 263 SUMMMER STREET DEVELOPMENT LLC has caused these presents to be signed in its name and behalf by [Adam Burns] hereunto duly authorized.

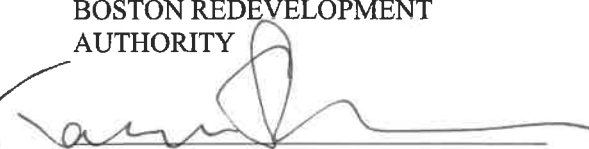
CITY OF BOSTON

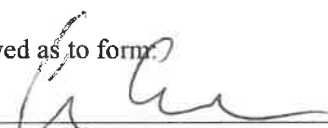
  
\_\_\_\_\_  
Michelle Wu, Mayor

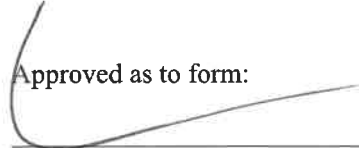
CITY OF BOSTON ASSESSING  
DEPARTMENT

  
\_\_\_\_\_  
Nicholas Ariniello  
Commissioner of Assessing

BOSTON REDEVELOPMENT  
AUTHORITY

  
\_\_\_\_\_  
Kairos Shen  
Director

Approved as to form:  
  
\_\_\_\_\_  
Corporation Counsel  
Adam Cederbaum **JB 8/14/25**

Approved as to form:  
  
\_\_\_\_\_  
General Counsel  
Lisa E. Herrington

263 SUMMER STREET DEVELOPMENT  
LLC

By:   
\_\_\_\_\_  
**Adam Burns**  
Its: **President**  
\_\_\_\_\_

## EXHIBIT A-1

### Office Conversion Program Authorization Memo

**MEMORANDUM**

**October 12, 2023**

**TO:** **BOSTON REDEVELOPMENT AUTHORITY  
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY  
AND JAMES ARTHUR JEMISON II, DIRECTOR**

**FROM:** PRATAAP PATROSE, SENIOR ADVISOR TO THE DIRECTOR  
REUBEN KANTOR, SENIOR ADVISOR FOR STRATEGY AND OPERATIONS  
JOHN WEIL, SENIOR PROJECT MANAGER FOR DOWNTOWN  
CONVERSIONS

**SUBJECT:** REQUEST AUTHORIZATION (A) TO APPROVE THE DOWNTOWN OFFICE  
TO RESIDENTIAL CONVERSION INCENTIVE PILOT PROGRAM AND (B) TO  
ESTABLISH A DEMONSTRATION PROJECT PLAN AREA IN THE  
DOWNTOWN AREA TO FACILITATE OFFICE TO RESIDENTIAL  
CONVERSIONS.

---

**SUMMARY:** This Memorandum requests that the Boston Redevelopment Authority ("BRA"), d/b/a the Boston Planning & Development Agency ("BPDA") (i) approve the Downtown Residential Conversion Incentive Pilot Program and related procedures, and (ii) authorize a Demonstration Project Plan Area in the Downtown area to streamline the process and facilitate office to residential conversions.

---

**Background**

On July 10, 2023, Mayor Wu and the BPDA announced the proposed Downtown Residential Conversion Incentive Pilot Program (the "Residential Conversion Program") for downtown office buildings. The goal of the Residential Conversion Program is to encourage and support owners of underutilized commercial office building space in converting such office buildings to residential uses.

In October 2022, the City of Boston (the “City”) released “Revive and Reimagine: A Strategy to Revitalize Boston’s Downtown” (the “Report”), prepared with assistance from the Boston Consulting Group, among others. The Report showed that Downtown office space vacancy rates were at approximately twenty percent (20%), and office occupancy rates hovered at under thirty percent (30%). There has also been a decrease in foot traffic in the area. Meanwhile, the Report cited residential real estate as a “potential bright spot” for Downtown, with demand nearing pre-pandemic levels, and recommended that the City consider supporting the conversion of Class B and C office space into residential uses.

Following the release of the Report, Downtown neighborhood planners facilitated several conversations with developers to gather information on interest in residential conversions and possible pathways to achieve more housing Downtown. The BPDA also retained HR&A Advisors Inc. to produce a report on the feasibility of office conversion in Downtown and the Financial District. This research suggests that partnership from the City, in the form of tax abatement, could be a financially feasible path forward for private development to complete residential conversions due to the current high interest rates and construction costs.

Conversion to residential uses of downtown offices spaces is an important response to post-pandemic economic and workforce shifts that appear to be long lasting. The Residential Conversion Program recognizes the benefits to increasing economic activity in Downtown Boston by increasing residential property use and takes an active step toward providing new options to owners of high-vacancy office space. Moreover, the Residential Conversion Program is intended to incentivize the creation of much-needed residential units.

### **The Residential Conversion Program**

The Residential Conversion Program will offer successful applicants who wish to convert an existing commercial office building within the Plan Area<sup>1</sup> (defined below) to a residential use an average abatement of up to seventy-five percent (75%) of

---

<sup>1</sup> Proposed residential conversions outside of the Plan Area will be considered on a case-by-case basis.

assessed residential value for up to twenty-nine (29) years. It will also include fast-tracked processes for both Article 80 (including, only one public meeting for Large Projects that do not require a ZBA approval, and assistance with approvals from other city departments) and permitting (with the assistance of the Ombudsperson). The program will require adherence to the new Inclusionary Zoning standards as approved by the BPDA Board in July 2023 and to the recently adopted state energy Stretch Energy Code. It is anticipated that the BPDA will begin accepting applications on October 16, 2023. Applicants to the Residential Conversion Program must commit to pulling a full building permit and starting construction by October 31, 2025.<sup>2</sup>

### **Demonstration Project Plan and PILOT Agreements**

In order to effectuate the Residential Conversion Program, the BPDA will use its “demonstration plan” powers under M.G.L. Ch. 121B, section 46(f), which allow the BPDA to “develop, test and report methods and techniques and carry out demonstrations for the prevention and elimination of slums and urban blight.” The BPDA recommends establishing a Demonstration Project Plan Area as described in greater detail below (the “Plan Area”). Upon identification of viable and appropriate office-to-residential conversion projects within the Plan Area, the BPDA will seek Board authorization to (a) take a limited, temporary interest in the subject property, and (b) using its authority under M.G.L. 121B, section 16, negotiate and execute a contract for payment in lieu of taxes (“PILOT Agreement”) with the proponent and the City of Boston that will memorialize the tax abatement for the property.

The Plan Area, as shown on Exhibit A and attached hereto, encompasses the Downtown/Financial District, Chinatown, the Bulfinch Triangle Historic District, the Leather District, and the Fort Point Channel Historic District. In light of high office vacancy rates and the resulting reduction in foot traffic within the Plan Area, the BPDA believes that it is necessary to use its demonstration plan powers as set forth herein to prevent urban blight. Incentives for office to residential conversions anywhere in the city outside of the Plan Area will be considered on a case-by-case

---

<sup>2</sup> The Residential Conversion Program is intended to support the renovation and conversion of existing buildings, not demolition and new ground-up construction.



basis. Residential uses are considered as-of-right in most of the proposed geography.

Solely for purposes of carrying out the Residential Conversion Program for proposed projects located within the Plan Area, the BPDA recommends that the following procedures be adopted:

1. All Demonstration Project applications submitted under the Residential Conversion Program must include: (1) a full description of the proposed office to residential conversion, including, without limitation, intended program use, detailed program information, financial narrative, and other relevant information; (2) a property description; (3) a zoning analysis; and (4) any other information relevant to the proposed Demonstration Project that meet the goals of the Boston Downtown to Residential Conversion Incentive Program;
2. Upon submittal of a Demonstration Project application that meets the requirements set forth in the preceding paragraph, BPDA shall review the project for appropriateness to the goals of the program, project feasibility, and ability to meet timeline requirements prior to proceeding forward. Once it has been determined that the project is feasible and meets the program goals, the applicant and the BPDA will enter into a 121B agreement. Projects that trigger Large Project review will follow the Article 80 process, including a minimum of one public meeting;
3. Once a project has received permitting from ISD to begin construction, direct abutters will be notified by the proponent 30 days prior to commencement of construction.

### **RECOMMENDATION**

BPDA staff recommends that the Boston Redevelopment Authority (i) authorize and approve the Downtown Residential Conversion Incentive Pilot Program, including the procedures for authorizing and approving future demonstration projects in

connection therewith, (ii) authorize the establishment of the Demonstration Project Plan Area, generally encompassing the following neighborhoods: Downtown, Financial District, Chinatown, Leather District, Bullfinch Triangle, and a portion of Fort Point Channel, as consistent with the materials presented in this memorandum.

Appropriate votes follow:

**VOTED:** That, in order to prevent blight and urban decay due to high office vacancy rates in the Downtown neighborhoods, the Boston Redevelopment Authority is authorized to adopt the Downtown Residential Conversion Incentive Pilot Program, including related procedures for implementing such program, as presented to the Board at its October 12, 2023 meeting;

**VOTED:** That, in order to prevent blight and urban decay due to high office vacancy rates in the Downtown neighborhoods, the Boston Redevelopment Authority is authorized to establish the Downtown Conversion Demonstration Project Plan Area as shown on Exhibit A attached hereto and presented to the Board at its October 12, 2023 meeting.

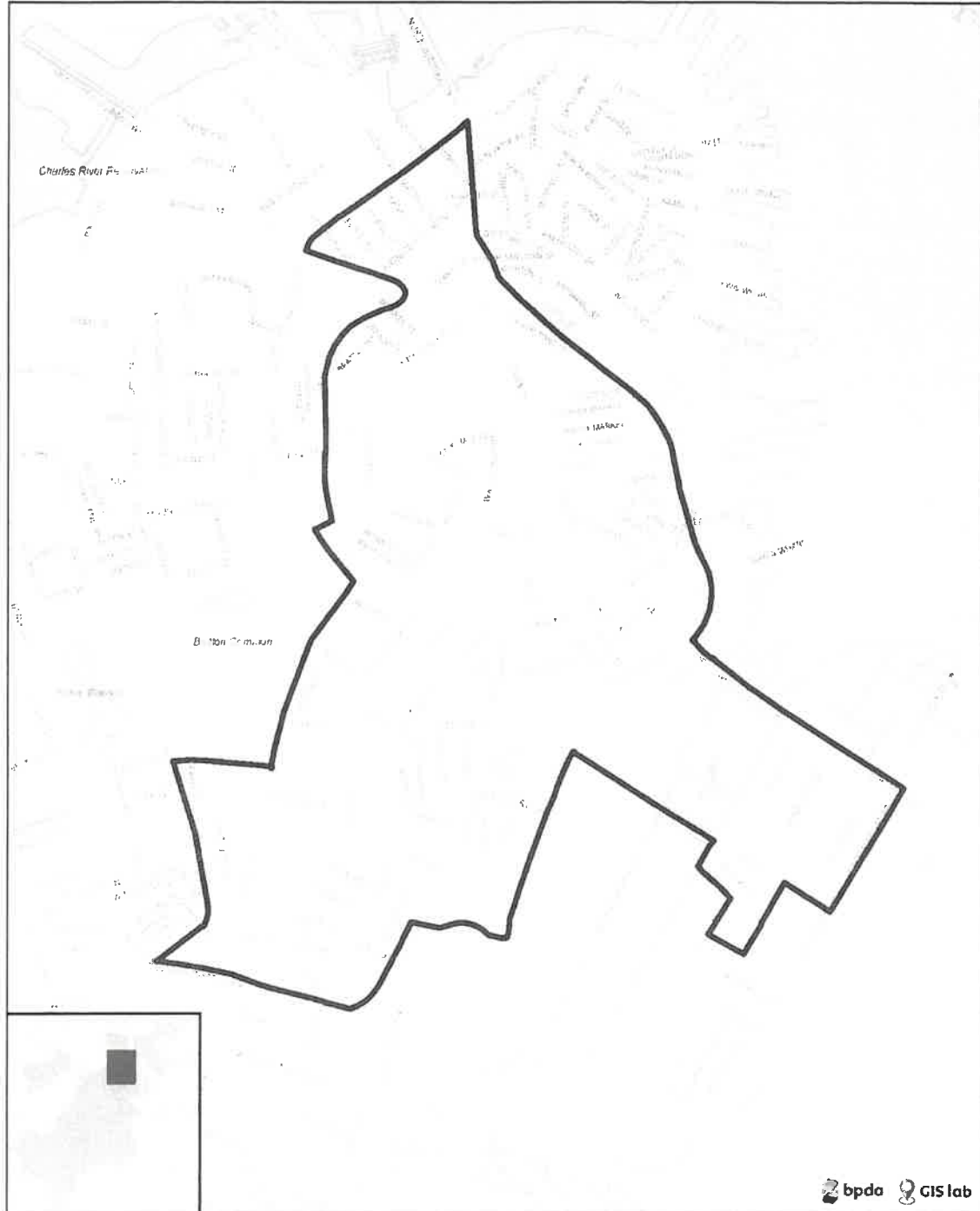
**BOARD APPROVED**

**32**  
**DOC 8080**

Exhibit A

Downtown Conversion Demonstration Plan Area

1 1:12,200



## EXHIBIT A-2

### Office Conversion Program Extension Memo

**MEMORANDUM****July 18, 2024**

**TO:** **BOSTON REDEVELOPMENT AUTHORITY**  
**D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY**  
AND JAMES ARTHUR JEMISON II, DIRECTOR

**FROM:** PRATAAP PATRO SE, SENIOR ADVISOR TO THE DIRECTOR  
REUBEN KANTOR, SENIOR ADVISOR FOR STRATEGY AND OPERATIONS  
JOHN WEIL, SENIOR PROJECT MANAGER FOR DOWNTOWN  
CONVERSIONS

**SUBJECT:** REQUEST AUTHORIZATION TO (I) EXTEND THE DOWNTOWN OFFICE TO  
RESIDENTIAL CONVERSION INCENTIVE PILOT PROGRAM AND (II)  
ADOPT THE DEMONSTRATION PROJECT POLICY FOR SUCCESSFUL  
APPLICANTS

---

**SUMMARY:** This Memorandum requests that the Boston Redevelopment Authority ("BRA"), d/b/a Boston Planning & Development Agency ("BPDA") (i) extend the Downtown Office to Residential Conversion Incentive Pilot Program and (ii) adopt the Demonstration Project Policy for successful applicants.

---

**Background**

On July 10, 2023, Mayor Wu and City of Boston Planning Department Staff announced the proposed Downtown Office to Residential Conversion Incentive Pilot Program (the "Program") for downtown office buildings. The goal of the Program is to encourage and support owners of underutilized commercial office building space in converting such office buildings to residential uses.

In October 2022, the City of Boston (the "City") released "Revive and Reimagine: A Strategy to Revitalize Boston's Downtown" (the "Report"), prepared with assistance from the Boston Consulting Group, among others. The Report showed that Downtown office space vacancy rates were at approximately twenty percent (20%), and office occupancy rates hovered at under thirty percent (30%). There had also

been a decrease in foot traffic in the area. Meanwhile, the Report cited residential real estate as a “potential bright spot” for Downtown, with demand nearing pre-pandemic levels, and recommended that the City consider supporting the conversion of Class B and C office space into residential uses.

Following the release of the Report, staff facilitated several conversations with developers to gather information on interest in residential conversions and possible pathways to achieve more housing Downtown. Staff also retained HR&A Advisors Inc. to produce a report on the feasibility of office conversion in Downtown and the Financial District. This research suggested that tax abatement could create financially feasible conditions for private development to complete office to residential conversions.

Conversion to residential uses of downtown office spaces is an important response to post-pandemic economic and workforce shifts that appear to be long lasting. The Program recognizes the benefits to increasing economic activity in Downtown Boston by increasing residential property use and takes an active step toward providing new options to owners of high-vacancy office space. Moreover, the Program is intended to incentivize the creation of much-needed residential units.

### **The First Iteration of the Downtown Office to Residential Conversion Incentive Pilot Program**

On October 12, 2023 the BPDA Board approved the creation of the Program. The first iteration of the Program offered an average abatement of up to seventy-five percent (75%) of the assessed residential value of a building for up to twenty-nine (29) years. Applicants had to meet the future Inclusionary Zoning (as approved by the BPDA Board at the meeting held in July of 2023) and applicants must meet the Commonwealth’s Stretch Energy Code.

Staff began accepting applications for potential conversion projects on a rolling basis on October 12, 2023 with the application window originally set to close on June 30, 2024. In total, Staff received ten (10) applications to create 489 new units of housing, including 20% affordable units, by converting 456,000 square feet of older, underutilized office space, exceeding initial city goals. Two of those properties and their development teams have successfully gone through City review, receiving BPDA Board approval and negotiating a PILOT Agreement. Staff anticipates that

more project teams will present to the BPDA Board for individual project approvals over the next several months.

**Demonstration Project Policy**

To effectuate the Residential Conversion Program, the BPDA Board used its “demonstration” powers under M.G.L. Ch. 121B, section 46(f), which allowed the BPDA Board, in coordination with Staff, to “develop, test and report methods and techniques and carry out demonstrations for the prevention and elimination of slums and urban blight.” Once an application was approved, Staff received BPDA Board approval to (a) take a limited, temporary interest in the subject property by Deed, and (b) using its authority under M.G.L. 121B, section 16, negotiate and execute a contract for payment in lieu of taxes (“PILOT Agreement”) among the proponent and the City of Boston (acting through the City of Boston Assessing Department).

As approved on October 12, 2023, the BPDA Board authorized Staff to administer the Residential Conversion Program within the Plan Area (as described in the Memorandum presented to the BPDA Board at the October 2023 meeting). At the October 12, 2023 BPDA Board meeting, the BPDA Board also approved the policy for administering Demonstration Projects in the Plan Area (the “Demonstration Project Policy”). The Demonstration Project Policy is as follows:

1. All Demonstration Project applications submitted under the Residential Conversion must include: (1) a full description of the proposed office to residential conversion, including, without limitation, intended program use, detailed program information, financial narrative, and other relevant information; (2) a property description; (3) a zoning analysis; and (4) any other information relevant to the proposed Demonstration Project that meet the goals of the Boston Downtown to Residential Conversion Incentive Program;
2. Upon submittal of a Demonstration Project application that meets the requirements set forth in the preceding paragraph, staff shall review the project for appropriateness to the goals of the program, project feasibility, and ability to meet timeline requirements prior to proceeding forward. Once it has been determined that the project is feasible and meets the program



goals, the applicant and the BPDA will enter into a 121B agreement. Projects that trigger Large Project review will follow the Article 80 process, including a minimum of one public meeting;

3. Once a Project has received permitting from ISD to begin construction, direct abutters will be notified by the proponent 30 days prior to commencement of construction.

### **Program Extension**

Based on the success of the Downtown Office to Residential Conversion Incentive Pilot Program to date, Staff recommends that the BPDA Board extend the application deadline until December 31, 2025. That extension will provide more time and certainty for project teams to develop proposals for submission. Staff also recommends that for Applicants entering the Program after July 1, 2024, the Program shall remain the same, except for the following programmatic changes:

- The transfer fee (2 percent of Gross Sale Proceeds) will be waived after the first five fiscal years of the Pilot Agreement.
- The BPDA Board and the City shall approve all transfers or assignments of the Pilot Agreements.
- All applicants who apply to the Program after July 1, 2024, and prior to the December 31, 2025 deadline, must have pulled a full building permit and commenced construction prior to December 31, 2026.
- The Demonstration Project Policy shall apply to applicants to the Downtown Office to Residential Conversion Incentive Pilot Program, not just the previous Plan Area and the Demonstration Project Policy for the Program shall be as follows:
  1. All Demonstration Project applications submitted under the Residential Conversion must include: (1) a full description of the proposed office to residential conversion, including, without limitation, intended program use, detailed program information, financial narrative, and other relevant information; (2) a property description; (3) a zoning analysis; and (4) any other information relevant to the proposed Demonstration Project that meet the goals of the Boston Downtown to Residential Conversion Incentive Program;

2. Upon submittal of a Demonstration Project application that meets the requirements set forth in the preceding paragraph, Planning Department staff shall review the project for appropriateness to the goals of the program, project feasibility, and ability to meet timeline requirements prior to proceeding forward. Once it has been determined that the project is feasible and meets the program goals, the applicant and the BPDA will enter into a 121B agreement. Projects that trigger Large Project review will follow the Article 80 process, including a minimum of one public meeting;

**RECOMMENDATION**

Planning Department Staff recommends that the Boston Redevelopment Authority (i) approve the extension of the application period for Downtown Office to Residential Conversion Incentive Pilot Program until December 31, 2025, on terms substantially similar to those presented in this Memorandum; and (ii) approve the Demonstration Project Policy for successful applicants to the Downtown Office to Residential Conversion Incentive Pilot Program.

Appropriate votes follow:

**VOTED:** To Extend the Downtown Office to Residential Conversion Incentive Pilot Program on substantially similar terms as those presented to the Board at its October 12, 2023 meeting of the Boston Redevelopment Authority Board of Directors and as updated by this Memorandum;

**Further Voted:** To adopt the Demonstration Project Policy, as presented in this Memorandum, for all successful applicants to the Downtown Office to Residential Conversion Incentive Pilot Program.

EXHIBIT B  
BPDA Project Approval Memo

**TO:** **BOSTON REDEVELOPMENT AUTHORITY**  
**D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY (BPDA)**  
AND KAIROS SHEN, DIRECTOR

**FROM:** CASEY A HINES, DIRECTOR OF DEVELOPMENT REVIEW  
DYLAN NORRIS, PROJECT ASSISTANT  
ANDREW NAHAMIAS, URBAN DESIGNER  
JAMES FITZGERALD, SENIOR TRANSPORTATION PLANNER  
TED SCHWARTZBERG, ASSISTANT DEPUTY DIRECTOR FOR PLANNING  
REVIEW  
TRAVIS ANDERSON, SUSTAINIBILITY REVIEWER  
JILL ZICK, SITE DESIGN

**SUBJECT:** 259-257 SUMMER STREET, SOUTH BOSTON. AUTHORIZATION FOR THE  
DIRECTOR TO ISSUE A SCOPING DETERMINATION WAIVING FURTHER  
REVIEW IN CONNECTION TO THE PLANNED DEVELOPMENT AREA  
DEVELOPMENT PLAN FOR 259-267 SUMMER ST, AND THE 8TH  
AMENDMENT TO PLANNED DEVELOPMENT AREA NUMBER 69  
MASTER PLAN "100 ACRES MASTER PLAN"

---

**SUMMARY:**

This Memorandum requests that the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency ("BPDA") authorize the Director of the BPDA (the "Director") to: (1) approve the Eighth Amendment to Master Plan for Planned Development Area No. 69, South Boston/The 100 Acres Master Plan (the "Eighth Amendment") and the Development Plan within Planned Development Area No. 69, Parcel A1, Fort Point Channel, South Boston, Massachusetts (the "Development Plan") pursuant to Section 80-C of the Boston Zoning Code (the "Code"); (2) authorize the Director to petition the Boston Zoning Commission for approval of the Eighth Amendment and the Development Plan pursuant to Sections 3-1A and 80C of the Code; (3) authorize the Director to issue a Scoping Determination waiving further review pursuant to Section 80A-2 and Section 80B-5.3(d) of the Code for the 259-267 Summer Street project as further described below, the "Proposed Project"); (4) issue one or more Certifications of Compliance

**DOCUMENT NO. 8191**

for the Proposed Project pursuant to Section 80B06 and 80C of the Code, upon successful completion of the Article 80 Large Project Review process; (5) authorize the Director to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project pursuant to Section 80C of the Code, upon successful completion of the Article 80 Planned Development Area review process; (6) authorize the Director of the Authority to take any and all actions and execute any and all documents deemed necessary and appropriate by the Director in connection with the foregoing, including, without limitation, executing and delivering a Cooperation Agreement,, an Affordable Rental Housing Agreement and Restriction ("ARHAR"), and any and all other documents and agreements as the Director deems appropriate and necessary in connection with the Proposed Project; (7) adopt a Demonstration Project Plan under Massachusetts General Law Chapter 121B, Section 46(f) for the Proposed Project (the "Demonstration Project Plan"); (8) adopt certain findings relating to the Demonstration Project Plan; (9) authorize the Director to accept a Quitclaim Deed for a certain temporary and limited property interest in the Proposed Project's Project Site; and (9) authorize the Director to enter into a contract for payment in lieu of taxes ("Pilot Agreement") among the City of Boston, the BRA, and the Proponent in connection with the Proposed project

**PROJECT SITE**

The Project Site, a triangular site of approximately 8,970 square feet in size, and the building consists of approximately 63,760 square feet of floor area, including 55,790 square feet of office uses and 5,709 square feet of retail uses at the corner of two streets has frontage on both Summer and Melcher Street in the Fort Point section of South Boston.

**DEVELOPMENT TEAM**

The development team includes:

**Proponent:**

**263 Summer Street Development LLC**  
c/o Boston Pinnacle Properties  
599 East Broadway  
Boston, MA 02127

Adam Burns  
[adam@burnsrealtyboston.com](mailto:adam@burnsrealtyboston.com)

John Beaty  
[john@burnsrealtyboston.com](mailto:john@burnsrealtyboston.com)

**Project Architect:**

**Balance Architects**  
1 Thompson Square  
Suite 207  
Boston, MA 02129  
Chad Wulleman  
[chad@balance-architects.com](mailto:chad@balance-architects.com)  
Phil Sima  
[phil@balance-architects.com](mailto:phil@balance-architects.com)

**Permitting Consultant:**

**Mitchell L. Fischman Consulting**  
("MLF Consulting") LLC  
41 Brush Hill Road  
Newton, MA 02461  
Mitchell L. Fischman  
[mitchfischman@gmail.com](mailto:mitchfischman@gmail.com)

**Transportation  
Consultant and  
Site/Civil Engineer:**

**MDM TRANSPORTATION CONSULTANTS, INC.**  
28 Lord Road, Suite 280  
Marlborough, MA 01752  
Rob Michaud  
[rmichaud@mdmtrans.com](mailto:rmichaud@mdmtrans.com)  
Dana Dumais  
[ddumais@mdmtrans.com](mailto:ddumais@mdmtrans.com)  
Andrew Arseneault  
[aarseneault@mdmtrans.com](mailto:aarseneault@mdmtrans.com)

**Site/Civil Engineer:**

**Greater Boston Survey and Engineering**  
19 Fredith Road  
Weymouth MA 02189  
Paul J. Tyrell  
[p.j.tyrell@att.net](mailto:p.j.tyrell@att.net)

**Sustainability****Consultant:****Soden Sustainability Consulting**

19 Richardson Street

Winchester, MA 01890

Colleen Ryan Soden, LEED AP BD+C

[Colleen@sodensustainability.com](mailto:Colleen@sodensustainability.com)

Arran French

[Arran@dodensustainability.com](mailto:Arran@dodensustainability.com)**Legal Counsel:****Adams & Morancy, P.C**

350 West Broadway

South Boston, MA 02127

George Morancy, Esq

[gmorancy@admorlaw.com](mailto:gmorancy@admorlaw.com)**PROJECT METRICS**

| <b><u>Estimated Project Metrics</u></b>            | <b>Proposed Plan</b> |
|--|----------------------|
| <b>Gross Square Footage</b>                        | 72,815               |
| <b>Gross Floor Area</b>                            | 64,115               |
| <i>Residential</i>                                 | 55,695               |
| <i>Retail</i>                                      | 8,420                |
| <i>Mechanical /Storage</i>                         | 8,700                |
| <b>Development Cost Estimate</b>                   | \$17,000,000         |
| <b>Development Cost Estimate (<i>research</i>)</b> | \$19,986,116         |
| <b>Residential Units</b>                           |                      |
| <i>Rental Units</i>                                | 77                   |
| <i>Ownership Units</i>                             | 0                    |
| <i>IDP/Affordable Units</i>                        | 15                   |
| <b>Parking spaces</b>                              | 2                    |

**DESCRIPTION AND PROGRAM**

263 Summer Street Development LLC (“the Proponent”) proposes to renovate and adaptively re-use the existing semi-vacant office building located at Parcel A1 of PDA no.69 “100 Acres”. The Proponent seeks to complete a primarily interior renovation of the existing building to create a 64,115 square foot mixed-use building to contain approximately 8,420 square feet of retail/commercial space and create approximately 55,695 new square feet of residential space to contain seventy-seven (77) residential rental units, including sixty-two (62) market-rate and fifteen (15) income-restricted units (“The Proposed Project”). The residential rental units include thirty-six (36) studio units, thirty-four (34) one-bedroom units, and seven (7) two-bedroom units. The Proposed Project will also include a subsurface bike storage room for forty (40) resident bike parking spaces.

The Proponent is an applicant the Mayor Wu’s and the BPDA’s Downton Residential Conversion Incentive Pilot Program (the “Pilot Program”). The Pilot Program was authorized by the BPDA Board on October 12, 2023 and as extended on July 18, 2024 (Both board votes referred to collectively as the “Program”). The Program offers to approved applicants a tax abatement in exchange for converting their underutilized office building into multi-family residential rental units.

**PLANNING CONTEXT:**

Launched in October 2023, the Downtown Residential Conversion Incentive Pilot Program “Downtown Conversion Program” aims to support owners and developers of older commercial office building space in converting to residential units. The Pilot Program was informed by both 1) the City of Boston’s October 2022 Downtown Revitalization Report which analyzed and made recommendations for downtown economic revitalization, as well as 2) the PLAN: Downtown planning process which recommended a downtown office conversion program as a key strategy for achieving the PLAN goals. In order to encourage new use of underutilized office space, the Downtown Conversion Program offers a tax abatement and a streamlined approval process to applicants who meet affordability and sustainability requirements. Accordingly, the Proposed Project would advance key recommendations of the 2022 Downtown Revitalization Report.

**ZONING**



Pursuant to Article 3, Section 3-1A and Article 80, Section 80 of the Code, a Development Plan within Planned Development Area No. 69 was submitted to the BPDA on September 27, 2024 for 259-267 Summer Street setting forth a statement of the development plan for the A1 parcel, which is identified in the PDA Master Plan as discussed below, including an approximately 8,970 square foot site at Summer and Melcher Street, So. Boston (the "Site"), which upon approval will constitute zoning for the Site in accordance with Section 3-1A and Article 80C of the Code. The Development Plan consists of 33 pages of text and exhibits A, B, C, & D.

The Eighth Amendment to the PDA Master Plan for PDA No. 69 ("100 Acres Master Plan") was submitted to the BPDA on September 27, 2024. The PDA Master Plan (the "Plan") was approved by the Boston Redevelopment Authority on August 10, 2006 and by the Boston Zoning Commission ("Zoning Commission") on January 10, 2007 when it also became effective. The Plan has subsequently been amended by seven amendments which were all approved by the Zoning Commission. Exhibit E of the Eighth Amendment designates Parcel A1 as a "Residential/Commercial Mixed-Use" building where residential units are allowed by, and in compliance with the terms of the Plan. Exhibit F to the Plan consists of a "Use Item Table" which includes a "Use Category of "Residential and Residential-Related" uses including "Multi-Family Dwelling" as an "Allowed Use Item" for Parcel A1.

Once approved, the Eighth Amendment to the PDA Master Plan and the Development Plan for 259-267 Summer Street will effectuate the zoning and land use controls to enable the renovation of the existing building on the A1 parcel from office to residential/retail and other improvements on the Project Site to better contribute to a lively urban district as described conceptually in the PDA Master Plan as amended thereby and deliver significant public benefits beyond those previously contemplated.

#### **ARTICLE 80 REVIEW PROCESS**

On September 24, 2024, the Proponent filed a Letter of Intent ("LOI") with the BPDA. Based on the LOI submitted on September 24, 2024, Planning Department Staff recommended that the Director issue a Letter of Waiver. The Proposed Project does not include major external construction as it is the adaptive reuse of the current underutilized commercial space, is an applicant to the Pilot Program, complies with the requirements of the Executive Order, and thus, the IAG requirement should be waived. If, at any point during Article 80 Large Project

Review, Staff determines the project does not comply with the Letter of Waiver issued to the Proponent or the Executive Order, an IAG will be established immediately.

A Project Notification Form (“PNF”) was filed with the BPDA on September 27<sup>th</sup>, 2024, the submission of which initiated the Large Project Review process for the Proposed Project and a public comment period, which concluded on November 27<sup>th</sup>, 2024. In addition, on September 27<sup>th</sup>, 2024 the proponent has also filed the Eighth amendment to PDA no.69 Master Plan “100 Acres Master Plan” and a PDA development plan in connection with the proposed project. The public comment period for these filings concluded on November 27<sup>th</sup>. 2024.

The BPDA hosted a Public Meeting on October 21<sup>st</sup> 2024, the public meeting was advertised in the local neighborhood newspapers, posted to the BPDA’s calendar, and email notification was sent to all subscribers of the BPDA’s South Boston and the South Boston Waterfront neighborhood updates.

#### **ARTICLE 37 AND SMART UTILITIES**

The project will comply with the Smart Utilities requirements found in Article 80B of the Code. As proposed the no utilities are needed. Should new utilities related to the project be required within any City right of way, they will be designed to conform with Public Works Department standards and will undergo further review to ensure they are not in conflict with any landscape design feature such as tree pits and/or other green infrastructure elements. The Proposed Project will also provide access for local telecom and fiber providers to ensure broadband equity and shall meet 1” stormwater retention requirements on site.

The project will prioritize increasing energy performance and seek strategies that support low-carbon building operations, and LEED Silver certifiable across project use types. Additionally, embodied analysis provided suggests the project will reduce operational carbon by 50% compared to the existing building and save an estimated 40 kgCO<sub>2</sub>e/ft<sup>2</sup> in embodied carbon emissions when compared to a new building of similar size. The facility will be designed and constructed to provide infrastructure and space for future electrification and will seek to achieve fossil fuel reductions via LED lighting conversions and energy efficient HVAC systems.

#### **MITIGATION AND COMMUNITY BENEFITS**

The Proposed Project will include mitigation measures and community benefits to the neighborhood and the City of Boston (the “City”), including:

-The Proponent shall maintain and operate the Boston Wharf Company lighted sign atop the 263 Summer Street building. The Proponent intends to complete the conversion of the sign from neon tubing to modern and efficient LED illumination, with little or no change to the sign's color temperature or vibrancy, it is acknowledged that the sign will be non-operational only for the duration of this conversion to LED, which, it is estimated, will take no more than 12 months.

As part of the scope of work, the Proposed Project will also include several improvements to the public realm. PIC approvals for all proposed improvements to the right-of-way shall be completed before building permit issuance for the Proposed Project. The physical mitigation improvements must be completed upon Certificate of Occupancy. Proposed public realm improvements for the Proposed Project include:

-The Proponent commits to providing two (2) guest bike parking racks in the public right of way on Summer Street.

-The Proponent commits to reconstruct the currently dilapidated curb and sidewalk conditions along Melcher Street, replacing the sidewalk in this zone at sidewalk grade with a new vertical granite curb and curb cut.

### **AFFIRMATIVELY FURTHERING FAIR HOUSING**

The Proposed Project will incorporate the following Affirmatively Furthering Fair Housing (AFFH) Interventions:

#### Article 80 Interventions

- Provide all IDP units on-site

#### Marketing and Housing Access Interventions

- Agree to follow best practices related to the use of CORI, eviction, and credit records in the tenant screening and selection process
- Agree to best practices in marketing the market-rate units that are inclusive of and welcoming to members of protected classes

**INCLUSIONARY DEVELOPMENT POLICY**

The Proposed Project is subject to the Inclusionary Development Policy, dated December 10, 2015 (the "IDP") and is located within Zone A, as defined by the IDP. The IDP requires that 13% of the total number of units within the development be designated as IDP units. The project is further subject to the affordability requirements of the BPDA's Downtown Residential Conversion Incentive PILOT Program dated July 10, 2023, which requires projects applying under the Pilot program comply with the 2024 IZ requirements, or in this case, fifteen (19) units, or 20.09% of the total units' square footage within the conversion project, must be designated as income-restricted units, consisting of 17% of units as IDP units (the "IDP Units") made available to the general public at no more than 60% of the Area Median Income ("AMI"), and 3% of units reserved for households who qualify with mobile housing vouchers (the "Voucher Units"). Twelve (12) of the income-restricted units will be made affordable to households earning not more than 60% of AMI, as based upon data from the United States Department of Housing and Urban Development ("HUD") and published by the BPDA as annual income and rent limits, and the three (3) Voucher Units will be made available to households with mobile housing vouchers qualifying at or below 60% of AMI, and rented at no higher than the Small Area Fair Market Rent (SAFMR) published and adjusted annually by HUD.

The proposed locations, sizes, income restrictions, and rents for the IDP Units are as follows:

| <b>Unit Number</b> | <b>Number of Bedrooms</b> | <b>Unit Size (Sq Ft)</b> | <b>Percentage of AMI</b> | <b>Rent</b> | <b>Group-2</b> |
|--------------------|---------------------------|--------------------------|--------------------------|-------------|----------------|
| 204                | Studio                    | 519                      | 60%                      | \$1,175     |                |
| 206                | One-Bedroom               | 668                      | Voucher (up to 110%)     | \$3,430     | Group-2A       |
| 211                | One-Bedroom               | 601                      | 60%                      | \$1,378     |                |
| 302                | Studio                    | 537                      | 60%                      | \$1,175     | Group-2A       |
| 305                | One-Bedroom               | 659                      | 60%                      | \$1,378     |                |
| 309                | One-Bedroom               | 614                      | 60%                      | \$1,378     |                |
| 401                | Studio                    | 535                      | 60%                      | \$1,175     |                |
| 408                | One-Bedroom               | 602                      | Voucher (up to 110%)     | \$3,430     |                |

|     |             |     |                      |         |          |
|-----|-------------|-----|----------------------|---------|----------|
| 506 | One-Bedroom | 671 | 60%                  | \$1,378 |          |
| 509 | One-Bedroom | 620 | 60%                  | \$1,378 |          |
| 601 | Studio      | 535 | 60%                  | \$1,175 |          |
| 610 | Two-Bedroom | 913 | Voucher (up to 110%) | \$4,070 | Group-2A |
| 708 | One-Bedroom | 601 | 60%                  | \$1,378 |          |
| 711 | One-Bedroom | 601 | 60%                  | \$1,378 |          |
| 802 | Studio      | 537 | 60%                  | \$1,175 |          |

The location of the IDP Units and Voucher Units will be finalized in conjunction with BPDA and MOH staff and outlined in the Affordable Rental Housing Agreement and Restriction ("ARHAR"), and rents and income limits will be adjusted according to BPDA published maximum rents and income limits, as based on HUD AMIs, available at the time of the initial rental of the IDP Units, and the rents for the Voucher Units will be adjusted according to HUD published SAFMR prices applicable. IDP Units and Voucher must be comparable in size, design, and quality to the market-rate units in the Proposed Project, cannot be stacked or concentrated on the same floors, and must be consistent in bedroom count with the entire Proposed Project.

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

- Boston resident; and
- Household size (a minimum of one (1) person per bedroom).

Where a unit is built out for a specific disability (e.g., mobility or sensory), a preference will also be available to households with a person whose need matches the build out of the unit. The City of Boston Disabilities Commission may assist the BPDA in determining eligibility for such a preference.

An affordability covenant will be placed on the IDP Units and Voucher Units to maintain affordability for a total period of fifty (50) years (this includes thirty (30) years with a BPDA option to extend for an additional period of twenty (20) years).

The household income of the renter and rent of any subsequent rental of the IDP Units and Voucher Units during this fifty (50) year period must fall within the applicable income and rent limits for each IDP Unit or Voucher Unit. IDP Units and Voucher Units may not be rented out by the developer prior to rental to an income eligible household, and the BPDA or its assigns or successors will monitor the ongoing affordability of the IDP Units.

**DEMONSTRATION PROJECT PLAN**

The Proponent is an applicant to the Downtown Office to Residential Conversion Incentive PILOT Program (the "Program"). As approved on October 12, 2023, the BPDA established a Demonstration Project Plan in a selected area comprising primarily Downtown Boston. Applicants whose project sites are outside the Program's boundary has been reviewed and accepted on a case-by-case basis. The Project Site at 259-267 Summer Street is outside of the boundaries of the existing Demonstration Project Plan area, therefore, a new Demonstration Project Plan must be adopted pursuant to Massachusetts General Laws Chapter 121B, Section 46(f), as amended, in order to effectuate the PILOT. The Proponent is undertaking the conversion of vacant office space in the City of Boston and creating in its place much needed housing. As such, a Demonstration Project Plan should be established to allow for the conversion of this vacant, decadent office building to residential use, thereby preventing urban blight. The Proponent has duly applied and been accepted to the Program. Consistent with the October 12, 2023 board action and the July 18, 2024 board action to extend the Program, a Demonstration Project Plan should be established and undertaking to take all actions, as approved herein, to effectuate the conversion of 259-267 Summer Street.

**TERMS OF PILOT AGREEMENT**

Based on BPDA staff review under Article 80 and review under the Pilot Program, the Proponent has been selected to receive a Pilot Agreement, based on the Pilot Program criteria. The Proponent will, upon approval by the BPDA Board, enter into a Pilot Agreement among the City of Boston (the "City"), the BPDA, and the Proponent. If approved today, the City and the BPDA will provide the Proposed Project an average tax abatement of up-to seventy-five percent (75%) of the assessed residential value for a term of twenty-nine (29) years, terms which are consistent with the Program authorizing votes.

**DEED CONVEYANCE**

In order to comply with the rules and regulations under Massachusetts General Law Chapter 121B, Section 16, the BPDA must take an interest in the Project Site. To effectuate that, the BPDA and the Owner of the 259-267 Summer Street will enter into a Deed agreement which conveys limited rights in the 259-267 Summer Street property. Additionally, the Owner and the BPDA will enter into to indemnification agreement to ensure the BPDA does not have liability on the property

**RECOMMENDATIONS**

Staff recommends that Board authorize the Director to: (1) This Memorandum requests that the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency ("BPDA") authorize the Director of the BPDA (the "Director") to: (1) approve the Eighth Amendment to Master Plan for Planned Development Area No. 69, South Boston/The100 Acres Master Plan (the "Eighth Amendment") and the ; Development Plan within Planned Development Area No. 69, Parcel A1, Fort Point Channel, South Boston, Massachusetts (the "Development Plan") pursuant to Section 80-C of the Boston Zoning Code (the "Code"); (2) authorize the Director to petition the Boston Zoning Commission for approval of the Eighth Amendment and the Development Plan pursuant to Sections 3-1A and 80C of the Code; (3) authorize the Director to issue a Scoping Determination waiving further review pursuant to Section 80A-2 and Section 80B-5.3(d) of the Code for the 259-267 Summer Street project as further described below, the "Proposed Project"); (4) issue one or more Certifications of Compliance for the Proposed Project pursuant to Section 80B06 and 80C of the Code, upon successful completion of the Article 80 Large Project Review process; (5) authorize the Director to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project pursuant to Section 80C of the Code, upon successful completion of the Article 80 Planned Development Area review process; (6) authorize the Director of the Authority to take any and all actions and execute any and all documents deemed necessary and appropriate by the Director in connection with the foregoing, including, without limitation, executing and delivering a Cooperation Agreement,, an Affordable Rental Housing Agreement and Restriction ("ARHAR"), and any and all other documents and agreements as the Director deems appropriate and necessary in connection with the Proposed Project; (7) adopt a Demonstration Project Plan under Massachusetts General Law Chapter 121B, Section 46(f) for the Proposed Project (the "Demonstration Project Plan"); (8) adopt certain finds relating to the Demonstration Project Plan; (9) authorize the Director

to accept a Quitclaim Deed for a certain temporary and limited property interest in the Proposed Project's Project Site; and (9) authorize the Director to enter into a contract for payment in lieu of taxes ("Pilot Agreement") among the City of Boston, the BRA, and the Proponent in connection with the Proposed project:

**VOTED:** That in connection with the Eighth Amendment to Master Plan for Planned Development Area No. 69, South Boston/The 100 Acres Master Plan (the "Eighth Amendment") and the Development Plan within Planned Development Area No. 69, Parcel A1, Fort Point Channel, South Boston, Massachusetts (the "Development Plan") pursuant to Section 80-C of the Boston Zoning Code (the "Code"), the Director be, and hereby is, authorized to petition the Boston Zoning Commission for approval of the Eighth Amendment and the Development Plan pursuant to Sections 3-1A and 80C of the Code

**FUTHER VOTED:** That the Director be, and hereby is, authorized to issue a Scoping Determination waiving further review pursuant to Section 80A-2 and Section 80B-5.3(d) of the Code for the 259-267 Summer Street project as further described below, the "Proposed Project");

**FUTHER VOTED:** That the Director be, and hereby is, authorized to issue one or more Certifications of Compliance for the Proposed Project pursuant to Section 80B06 and 80C of the Code, upon successful completion of the Article 80 Large Project Review process;

**FUTHER VOTED:** That the Director be, and hereby is, authorized to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Proposed Project pursuant to Section 80C of the Code, upon



successful completion of the Article 80 Planned Development Area review process;

**FUTHER  
VOTED:**

That the Director be, and hereby is, authorized to take any and all actions and execute any and all documents deemed necessary and appropriate by the Director in connection with the foregoing, including, without limitation, executing and delivering a Cooperation Agreement, an Affordable Rental Housing Agreement and Restriction ("ARHAR"), and any and all other documents and agreements as the Director deems appropriate and necessary in connection with the Proposed Project;

**FUTHER  
VOTED:**

To adopt a Demonstration Project Plan under Massachusetts General Law Chapter 121B, Section 46(f) for the Proposed Project (the "Demonstration Project Plan") consistent with the Program;

**FURTHER  
VOTED:**

That the Boston Redevelopment Authority ("BRA"), in connection with the Proposed Project hereby finds and declares:

- a) In order to prevent urban blight, it is in the public's interest for the BRA to assist with the conversion of decadent office space to facilitate the creation of much needed residential units in the City of Boston.
- b) The Project Site is either blighted or decadent area, as those terms are defined in Massachusetts General Law Chapter 121B, as amended;
- c) The development of the Project Site will be undertaken in a manner consistent with the Program, and requires the assistance of the BPDA; and
- d) Based on (a), (b), and (c) above, the Proposed Project constitutes a "demonstration project" under Massachusetts General Law Chapter 121B, Section 46(f), as amended;

**FUTHER**

**BOARD APPROVED**

**24**

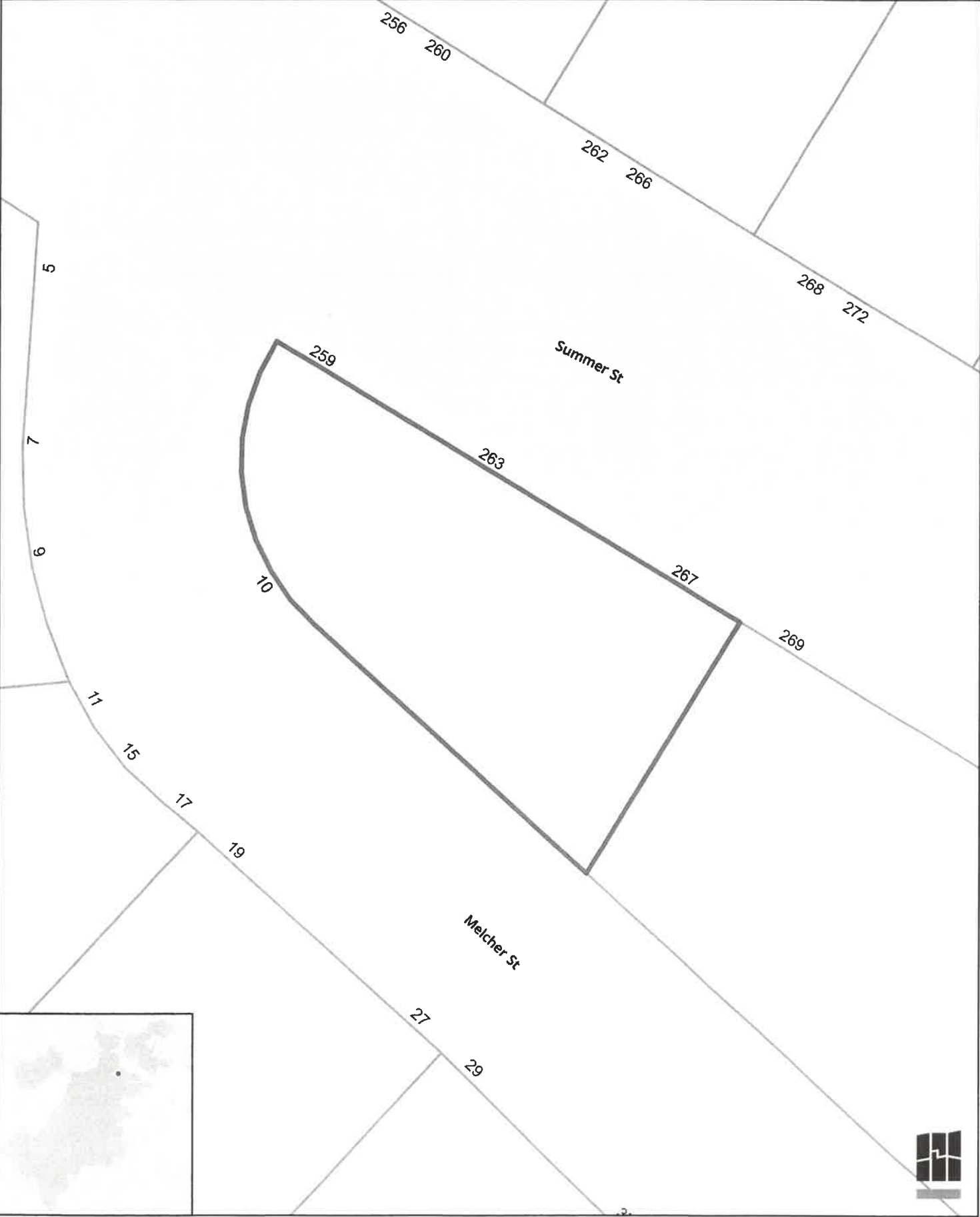
**DOCUMENT NO. 8191**

**VOTED:** That the Director be, and hereby is, authorized to accept a Quitclaim Deed for a certain temporary and limited property interest in the Proposed Project's Project Site; and

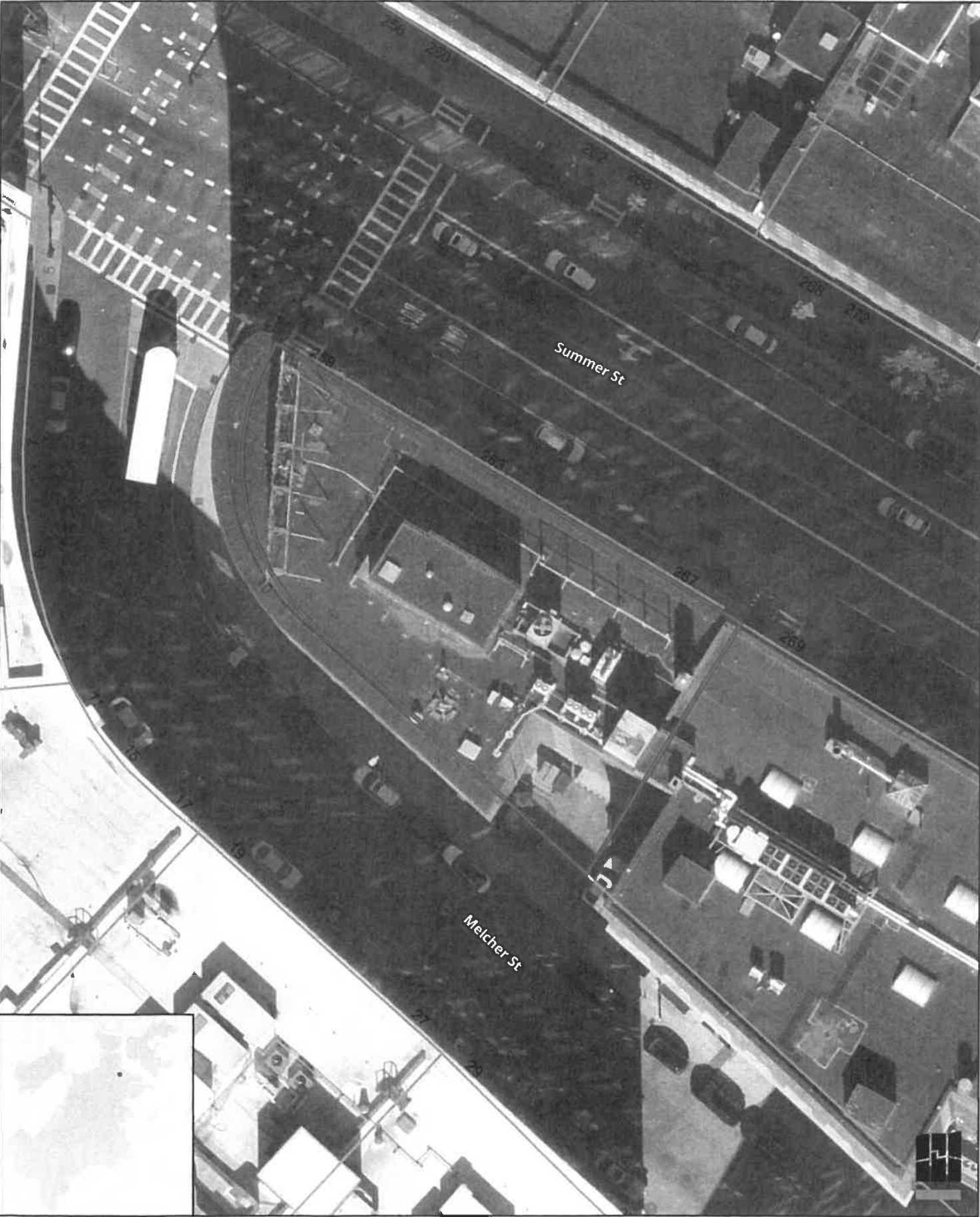
**FURTHER**

**VOTED:** That the Director be, and hereby is, authorized to enter into a contract for payment in lieu of taxes ("Pilot Agreement") among the City of Boston, the BRA, and the Proponent in connection with the Proposed project

# 259-267 Summer Street



259-267 Summer Street



## EXHIBIT C

Deed

---

### Quitclaim Deed

**263 SUMMER STREET DEVELOPMENT LLC**, a Massachusetts Limited Liability Company, having a mailing address at 599 E Broadway, Boston, Massachusetts 02127 (the “Grantor”), hereby grants to the **BOSTON REDEVELOPMENT AUTHORITY**, a body corporate and politic existing under Massachusetts General Laws Chapter 121B, as amended, doing business as the Boston Planning & Development Agency, with a principal office at One City Hall Plaza, 9<sup>th</sup> Floor, Boston, Massachusetts 02201-1007 (the “Grantee”), for and in consideration of Ten and 00/100 Dollars paid, with QUITCLAIM COVENANTS, the real property situated on 281 Franklin Street in the City of Boston, Suffolk County, Commonwealth of Massachusetts, as more particularly described on Exhibit A attached hereto and incorporated herein (the “Property”). Such grant shall terminate on the Termination Date (as defined below).

This conveyance is made subject to and with the benefit of those easements, conditions, agreements, and restrictions of record at Suffolk County Registry of Deeds (the “Registry”) insofar as the same are in force and applicable.

This is a conveyance for a term of years and shall commence on the date hereof and terminate on the date upon which that certain “Contract for Payment in Lieu of Taxes Entered Into by the City of Boston, the Boston Redevelopment Authority and 263 Summer Street Development LLC” (the “PILOT Agreement”) dated on or about the date hereof is terminated on June 30, 2045 (the “Termination Date”). At the end of the term of this estate, the interest of the Grantee in the Property hereby granted shall automatically terminate without the requirement for any payment of consideration to the Grantee by the Grantor or any other party, and any and all interests conveyed to the Grantee by this Quitclaim Deed shall revert automatically to the Grantor, its successors and assigns, with no further action required by any party.

Notwithstanding the foregoing, at any time from and after the Termination Date, or upon other termination of the term of the PILOT Agreement, the Grantor may record with the Registry (as defined below) an affidavit executed under the pains and penalties of perjury confirming the occurrence of the Termination Date or the termination of the term of the PILOT Agreement and the termination of the rights granted herein to the Grantee, without the necessity of any action by the Grantee. Upon the recording of such an affidavit, the interest of the Grantee in the Property shall be confirmed as having automatically terminated, without the requirement for any payment of consideration to the Grantee by the Grantor or any other party, and any and all interests conveyed to the Grantee by this Quitclaim Deed shall be confirmed as having reverted automatically to the Grantor with no further action required. Such an affidavit shall be conclusive evidence of the facts stated therein in favor of any party holding an interest in the Property. As used herein, the term “Grantor” shall mean the Grantor and its successors and assigns as owner of the Property.

Grantor and Grantee agree that this Deed is intended to transfer bare legal title only; accordingly, notwithstanding anything herein to the contrary, all rights and obligations necessary to establish tax ownership (for state and federal purposes) are excluded from the property and rights granted by this Deed, including the following:

1. All rights and obligations regarding the right of the Grantor to possess, alter, improve, maintain, and operate the Property and any loss associated therewith;
2. All rights and obligations of the Grantor to lease, license or otherwise grant possessory rights in and to the Property or portions thereof, and the rights and interests of any person or entity acting or claiming under, by, or through such lease, license, or other possessory agreement;
3. All rights of the Grantor and any lessee of the Property to incur mortgage financing as now or hereafter may be desired, including, without limitation, the rights of the Grantor and any such lessee to grant mortgages and other security interests in and on any of their respective interests in the Property. Such reserved right to incur mortgage financing includes, without limitation, the right from time to time to amend, restate, increase, extend and otherwise modify such mortgage financing, whether now existing or hereinafter incurred, and all instruments and other documents in connection therewith. The right to incur such mortgage financing shall be retained only by the Grantor, and any successor or assign thereof, and the Grantee shall have no right to approve, allow or consent to such financing;
4. All rights of the Grantor to sell all or any part of its ownership interest in the Property (subject to the rights of the Grantee under the PILOT Agreement) and the right of the Grantor to retain the proceeds of such sale and to otherwise receive all revenue from the Property, from whatever source;
5. All rights of the Grantor to grant easements and other rights in and to the Property to facilitate the improvement, operation and/or maintenance of the Property or of property in the area of the Property;
7. The right of any owner of any interest in the Property to receive insurance proceeds due to casualty and/or condemnation; and
8. All rights of the Grantor under any permits or entitlements affecting the Property, including without limitation, the right to modify, amend or terminate any permit or entitlement, or to apply as applicant for any new permit or entitlement.
9. All rights of the Grantor to construct, repair, and maintain subsurface improvements, including without limitation utilities.
10. All obligations to pay any taxes (excluding income taxes), assessments, water and sewer rates and charges, and all occupancy taxes, leasing taxes, rent taxes or similar taxes and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature

whatsoever, including but not limited to assessments for public improvements or benefit.

11. All rights to federal and state tax attributes of ownership, including, without limitation, depreciation or cost recovery deductions, federal historic rehabilitation tax credits described in Section 47 of the Internal Revenue Code, Massachusetts historic rehabilitation credits described in M.G.L. c.63, Sec. 38R and any other federal or state tax benefits attributable to the Property.

The consideration for this conveyance being Ten Dollars (\$10.00), no deed stamps are affixed hereto.

For Grantor's title, see the following: Deed from T-C Fort Point Creative Exchange LLC, dated October 9, 2024, recorded with the Registry, Book 70682, Page 87.

This conveyance does not constitute the sale or transfer of all or substantially all of the Grantor's assets within the Commonwealth of Massachusetts.

[Balance of page intentionally left blank; signature page follows]



EXECUTED under seal as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

263 SUMMER STREET DEVELOPMENT LLC,  
a Massachusetts Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Commonwealth of Massachusetts )  
County of Suffolk ) ss.  
)

On \_\_\_\_\_, 2025, before me,  
\_\_\_\_\_, a \_\_\_\_\_, personally appeared \_\_\_\_\_,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name  
is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her  
authorized capacity as the \_\_\_\_\_ of 263 Summer Street Developmnet LLC, a  
Massachusetts limited liability company, and that by his/her signature on the instrument the person, or the  
entity upon behalf of which the person acted, executed the instrument voluntarily and for its stated purpose,  
as the voluntary act and deed of 263 Summer Street Master Development LLC, a Massachusetts limited  
liability company.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

My Commission Expires:

(Seal)

AGREED AND ASSENTED TO:

BOSTON REDEVELOPMENT AUTHORITY  
d/b/a Boston Planning & Development Agency

\_\_\_\_\_  
Kairos Shen, Director

## **EXHIBIT A**

That certain lot, piece or parcel of land, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

All of Lot A as shown on the plan entitled "Subdivision Plan of Parcel 14 in Boston, Mass", prepared by Bennett Engineering, dated November 21, 2005 and recorded November 28, 2005 as Plan Number 965 of 2005 (the "Parcel 14 Subdivision Plan"). This Lot A is known as 10 Melcher Street (also known as 263 Summer Street). Boston, Massachusetts, contains about 8,970 square feet, and is bounded and described as follows:

A parcel of land in the City of Boston, Suffolk County, Massachusetts, situated on the southwesterly side of Summer Street and the northeasterly side of Melcher Street, beginning at the most northwesterly corner of the property herein described on said Summer Street at a point on the southeasterly intersecting corner of said Summer Street and said Melcher Street; thence,

S58°42'35"E by said Summer Street, one hundred forty-five and 73/100 feet (145.73'); thence,

S31°22'18"W by land now or formerly of W2005 BWH Realty LLC, in part by a line running through the middle of a brick partition wall, seventy-nine and 21/100 feet (79.21'); thence,

N47°34'41"W by said Melcher Street, ninety-nine and 08/100 feet (99.08'); thence,

By said Melcher Street along a curve to the right having a radius of sixty and 00/100 feet (60.00'), with an arc length of eighty-three and 80/100 feet (83.80') to the point of beginning.

The Property is being conveyed subject to, and with the benefit of, any and all restrictions, easements, encumbrances and/or other matters of record to the extent in force and applicable, and any state or local taxes whether or not due and payable.

**EXHIBIT D**  
**Schedule of Payments; Applicable Reduction Amount**

Schedule of Payments per Fiscal Year

| Fiscal Year (The City of Boston's<br>Fiscal Year Begins on July 1) | Abatement Percentage |
|--|----------------------|
| 2026 (year 1)  | 100%                 |
| 2027 (year 2)  | 100%                 |
| 2028 (year 3)  | 100%                 |
| 2029 (year 4)  | 100%                 |
| 2030 (year 5)  | 100%                 |
| 2031 (year 6)  | 100%                 |
| 2032 (year 7)  | 75%                  |
| 2033 (year 8)  | 75%                  |
| 2034 (year 9)  | 75%                  |
| 2035 (year 10)   | 50%                  |
| 2036 (year 11)   | 50%                  |
| 2037 (year 12)   | 50%                  |
| 2038 (year 13)   | 50%                  |
| 2039 (year 14)   | 25%                  |
| 2040 (year 15)   | 25%                  |
| 2041 (year 16)   | 25%                  |
| 2042 (year 17)   | 25%                  |
| 2043 (year 18)   | 25%                  |
| 2044 (year 19)   | 25%                  |
| 2045 (year 20)   | 25%                  |
| <b>20 yr. Average</b>  | <b>60%</b>           |