

REQUEST FOR PROPOSALS

NOVEMBER 18, 2015



Parcel 11A Sale of Property

North End, Boston, MA

**Massachusetts Department of Transportation
Massachusetts Realty Group**

**Stephanie Pollack
Secretary of Transportation**

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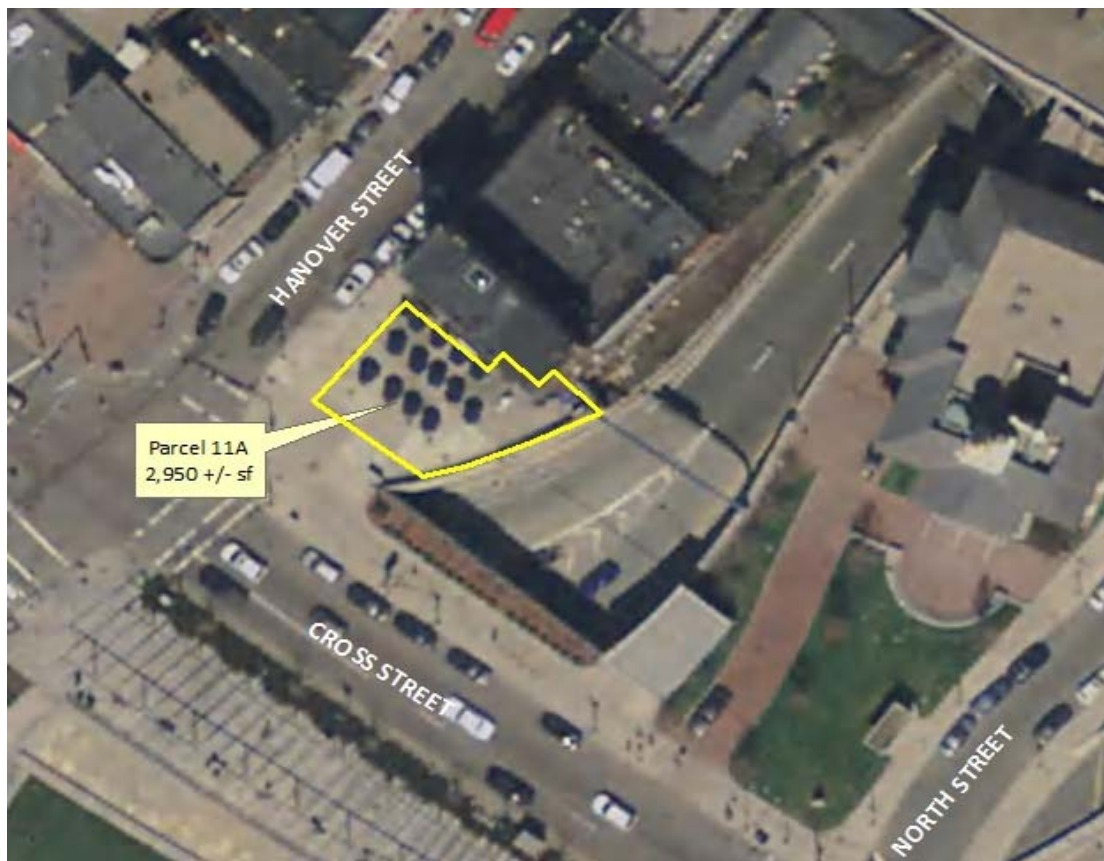
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I. INTRODUCTION

The Massachusetts Department of Transportation (“MassDOT”) Office of Real Estate and Asset Development is seeking proposals for a fee simple sale of land at the corner of Hanover Street and Cross Street (the “Property”). The Property, known as Parcel 11A, contains approximately 2,950 square feet of land located in Boston’s North End neighborhood. The Property is adjacent to the Sumner Tunnel and situated across from the Rose Kennedy Greenway. Located both steps away from Downtown Boston and at the entrance to the North End, the Property represents a rare opportunity to invest in the heart of the City of Boston. The Property is depicted below.

(Aerial view of the Property, which is located on the corner of Hanover Street and Cross Street. The Property is highlighted in yellow)



MassDOT is seeking to sell the Property to the highest responsible bidder (the “Selected Bidder”) on an “as is,” “where is” and “with all defects” basis as of the closing of the sale of the Property (the “Closing”). The Property consists of an irregularly shaped parcel of approximately 2,950 square feet.

Bids are due at the offices of Massachusetts Realty Group (“MRG”) by **2:00 PM, local time, on Thursday, January 21, 2016**, in accordance with the submission requirements and selection process described below. MassDOT reserves the right to select finalists, to seek additional information or revised bids for one or more bidders, to select a highest responsible bidder or bidders, to reject any or all bids, to amend this Request for Proposals (“RFP”) in any way, or to discontinue the RFP selection process altogether.

A copy of the RFP may be obtained from the MRG website at www.mbtarealty.com, or in writing by mailing a request to:

**Massachusetts Realty Group
20 Park Plaza, Suite 1120
Boston, Massachusetts 02216
ATTN: Parcel 11 A**

Should MassDOT amend or change any information in this RFP, the information will be distributed to registered bidders in the form of an addendum published on the MRG website. In order to register, bidders must obtain their bid forms either from the MRG website (www.mbtarealty.com) or directly from MRG in writing.

Transaction Overview and Schedule:

Transaction Type:	Fee Simple Sale	
Property:	2,950 Sq. Ft. Boston, MA	
Minimum Bid Amount:	\$1,600,000.00	
On-Site Pre-Bid Meeting:	2:00 p.m.	Thursday, December 17, 2015
Written Questions Due Date:	4:00 p.m.	Thursday, January 7, 2016
Bid Due Date:	2:00 p.m.	Thursday, January 21, 2016
Public Opening of Bids:	2:30 p.m.	Thursday, January 21, 2016

MassDOT will designate the highest responsive and eligible bidder as “Selected Bidder” after completion of due diligence of all the bids and bidders, subject to MassDOT’s right to reject all bids.

MassDOT makes no representation or warranty as to the accuracy, completeness, currency and/or correctness of any of the information contained in or furnished pursuant to this RFP. All interested parties should carefully review this RFP particularly the Reservations and Conditions set forth in Section VI below.

II. BACKGROUND, PROPERTY DESCRIPTION, ZONING and PLANNING

Neighborhood Characteristics

The Property's location at the gateway of the North End is one of its signature characteristics. Considered to be Boston's oldest residential community, the North End has been part of the City of Boston since its founding in 1630. The neighborhood is viewed as a bastion of Italian-American culture. With over 10,000 residents living in the neighborhood in 2015, the North End is viewed as one of Boston's premier residential communities. The neighborhood's proximity to Downtown Boston, coupled with its well preserved stock of historic apartment buildings allows for it to command some of the highest rental and property values in the city.

In addition to its prime location, the Property also sits at the footsteps of the center of Boston. With over 34 million square feet of office space, Boston is one of the nation's premier financial centers. The Downtown area's 1.5 square miles has a workday population of over 200,000, with an additional 250,000 tourists and citizens passing through its streets on any given day. Being home to numerous financial, law and business institutions, Boston serves as a diversified driver of innovation.

Boston is expected to add over 90,000 new residents by the year 2030, bringing the city's population to over 700,000 for the first time since 1950. This growth has already started to place a huge demand on Boston's existing supply of housing units and office space. The city currently has over 1.4 million square feet of office space currently under construction and is expected to add over 53,000 housing units to accommodate the influx of new residents over the next two decades. The Property represents a rare opportunity to be a part this city's growth and transformation in the years to come.

MassDOT

By operation of legislation, MassDOT is the current fee owner of the Property. MassDOT was created in 2009 with the merger of several separate state transportation departments and authorities, including the Massachusetts Turnpike Authority ("MassPike") and the Massachusetts Highway Department ("MassHighway"). M.G.L. chapter 6C (the "Enabling Act") provides that all assets, contracts, and responsibilities of each of the constituent transportation agencies were assumed by MassDOT.

Parcel Description and Information

Size and location: The Property consists of approximately 2,950 square feet at the corner of Hanover and Cross streets in Boston, MA.

Current Use: The Property is an open plaza, paved in concrete and a portion is currently used as an outdoor dining patio for an adjacent restaurant. MassDOT shall terminate the license

permitting the outdoor dining patio use on or before the execution of the P&S (as defined in Section III below).

Access: The Property is accessible from Hanover Street and Cross Street. There are no curb cuts on the Property.

Zoning: The Selected Bidder will be required to confirm any and all zoning matters relative to the Parcel.

Available Utilities, Environmental and Subsurface Conditions: Prospective bidders are responsible for determining the adequacy and availability of utilities which exist within or serve the Property, subsurface conditions that exist on the Property (including active and inactive utilities whether documented or not), and environmental conditions or hazardous materials. MassDOT will provide the Selected Bidder with copies of any reports respecting the Property in its possession for review during the Due Diligence Period (as hereinafter defined).

Title Information, Easements, Encumbrances, and Restrictions: All title documents available to MassDOT are included in this RFP as Appendix A, however, prospective bidders are responsible for examining the title to the Property themselves. Prospective bidders are responsible for determining the existence of any encumbrances affecting the Property. The Property is subject to all restrictions, existing utilities of record or not, easements and encumbrances of record.

Reservations: MassDOT makes the above information available to prospective purchasers solely to facilitate interested respondents' independent investigations, examinations, due diligence reviews and analyses of the Property. MassDOT makes no representation or warranty as to the accuracy, completeness, currency, and/or correctness of any of the information contained in or furnished pursuant to this RFP.

Condition of the Property

The Property is being sold in an "as is" condition.

MassDOT hereby expressly disclaims any warranties of any nature, express or implied or otherwise, except as expressly set forth herein, including without limitation, anything related to the presence of "oil", "hazardous materials" or "hazardous wastes" as those terms are defined in Massachusetts General Laws Chapter 21E ("Chapter 21E"), as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP") (collectively, "Hazardous Materials"), and as further defined in all other applicable state and Federal laws regarding Hazardous Materials on, in, at, over, under, from, through or associated with the Property. The Selected Bidder acknowledges that MassDOT is selling and the Selected Bidder shall accept the Property in an "as is" condition and with "all faults" as of the Closing, without any warranty or representation by MassDOT, its agents or representatives whatsoever relating to the Property. The Selected Bidder further acknowledges and confirms that Selected Bidder is not relying on any representation or inducement which was or may have been made or implied by MassDOT or any other party acting on behalf of MassDOT with respect to the Property, including, without limitation, the

fitness of the Property for any proposed use, the suitability of the Property for any particular purpose, or the ability of the Selected Bidder to obtain any necessary permits or approvals.

MassDOT makes no representation as to the fitness of the Property for any proposed use, the suitability of the Property for any particular purpose, or as to the ability of the bidder to obtain any necessary permits or approvals relating to the Property.

Investigation of the Property

The Selected Bidder, at the Selected Bidder's expense, may complete an investigation of the Property, including environmental investigation. Any site investigation, including without limitation, environmental investigation, if conducted, must be completed within the Due Diligence Period.

Bidders shall waive their rights to conduct or complete such investigation if it is not completed within said time period. If requested to do so in writing, bidders shall submit all investigatory test results and reports obtained by the bidders to MassDOT and/or its consultants.

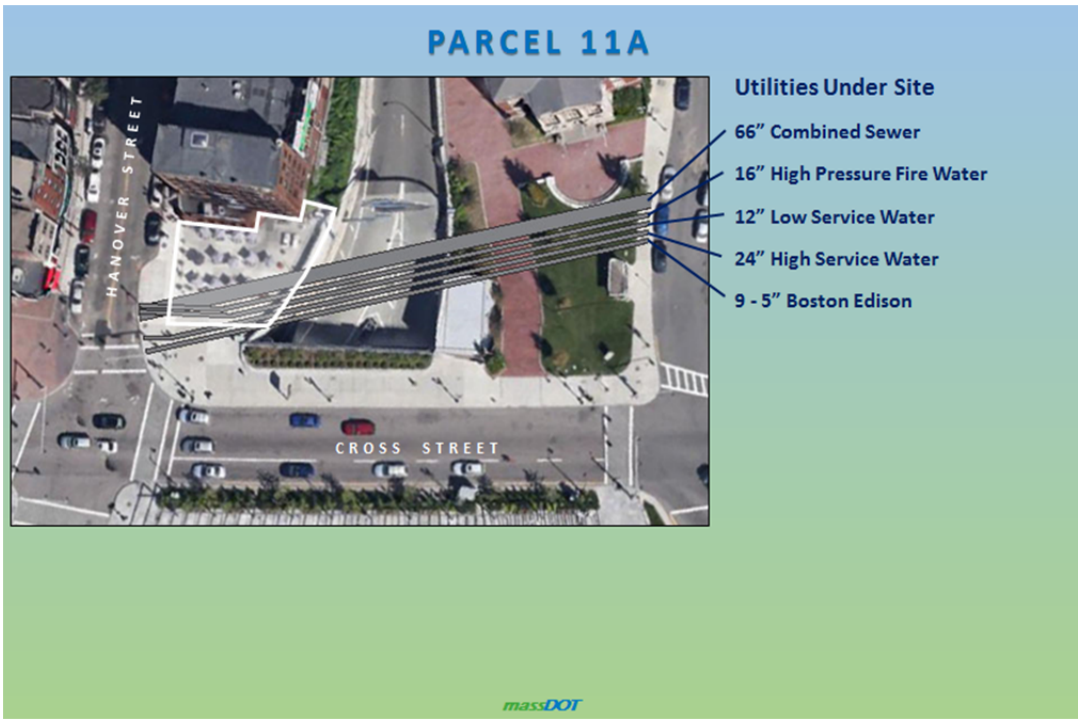
The Selected Bidder will indemnify MassDOT and agree to defend MassDOT and save MassDOT harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, those related to personal injuries or death, that may be imposed upon, incurred by, or asserted against MassDOT because of the condition of the Property as a result of the Selected Bidder, its employees, contractors or consultants being on the Property to conduct any investigation, but expressly excluding loss, cost or damage arising merely out of discovery of pre-existing conditions.

Prior to entry on the Property, the Selected Bidder (or its consultant) shall apply for and execute an access permit in the form customarily required by MassDOT (a "MassDOT Non-Vehicular Access Permit") and provide MassDOT with a certificate or certificates of insurance covering all days that Selected Bidder and Selected Bidder's consultants and contractors will be on the Property before Closing, evidencing the insurance of the activities permitted under the MassDOT Non-Vehicular Access Permit, with companies that are reasonably acceptable to MassDOT, in which Selected Bidder, MassDOT and others specified in the permit are additional insureds as their interests may appear and which provides coverage required under the MassDOT Non-Vehicular Access Permit. To obtain the MassDOT Non-Vehicular Access Permit, the Selected Bidder must follow the application instructions attached as Appendix B.

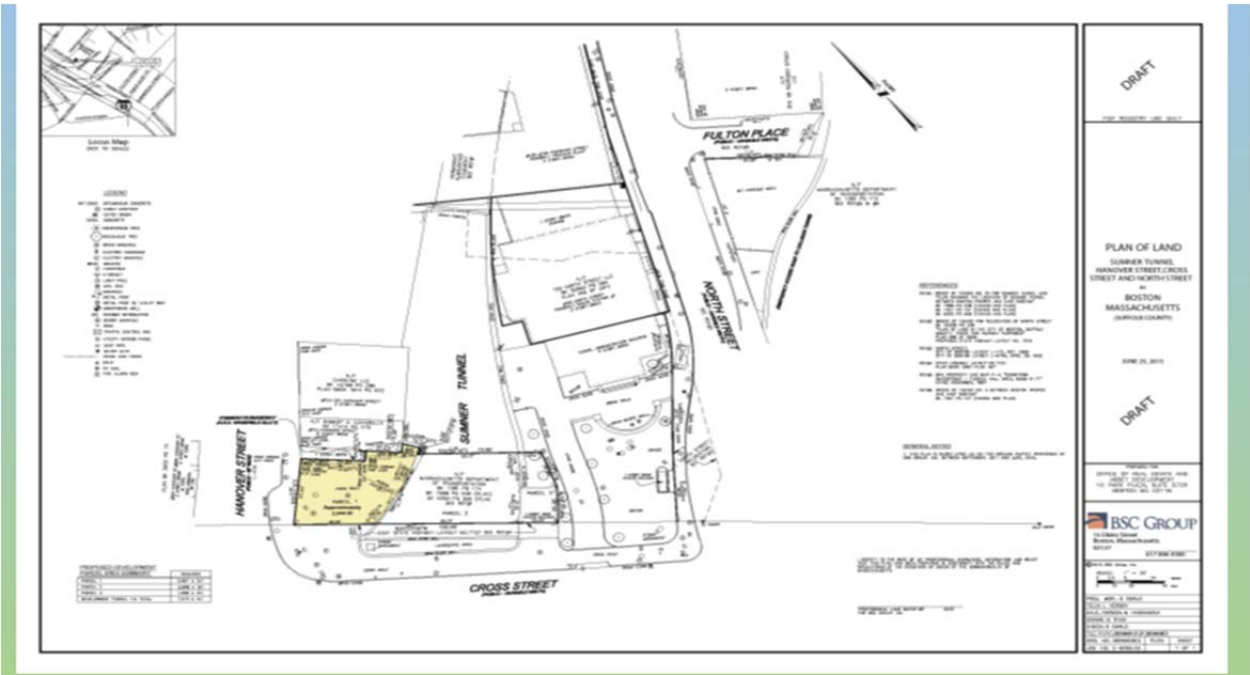
Easements

The Property is subject to numerous utility easements. It is the responsibility of bidders to identify and understand all easements of the Property during their Due Diligence Period. Below are a depiction of utilities and a plan indicating what utilities may be under the Property. We have included the available as-built documents in Appendix C.

(Below is an aerial picture with a schematic overlay of the Property depicting underground utilities. The utilities include sewer; high and low pressure water lines and electric)



(Below is an as built plan that provided more detailed information of the utilities that may be underground at the Property)



Sidewalk

The current public sidewalk, surrounding the parcel on Hanover and Cross streets will be kept for the use of the public and is not included as part of the Property.

Zoning

Located in the North End, the Property is within the Central Artery Special District pursuant to Article 49 of the Boston Zoning Code (the “Code”) and the Greenway Overlay District pursuant to Article 49A of the Code. These districts were established as a broad proposal for future development of the Central Artery Corridor along the Rose Kennedy Greenway. The Property is also subject to the provisions of Article 54 of the Code (North End Neighborhood District), Article 32 of the Code (Groundwater Conservation Overlay District) and Section 3-1A(c) of the Code (Restricted Parking Overlay District).

Permitted Uses:

- Residential
- Local retail uses
- Local service uses

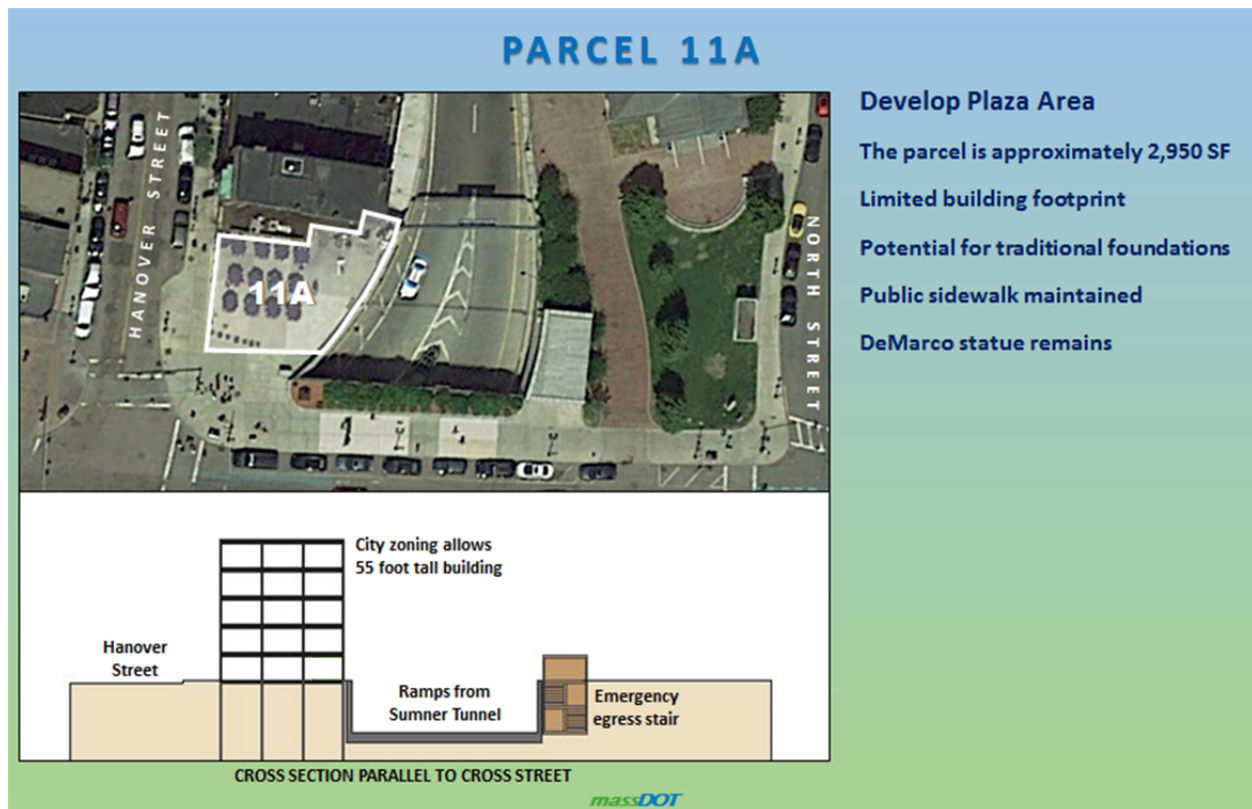
Dimension Regulations:

- Maximum Floor-Area-Ratio: 4.0
- Maximum Building Height: 55 feet

Link to BRA zoning information is listed below:

https://www.municode.com/library/ma/boston/codes/redevelopment_authority

(On the next page is an aerial picture and a cross section depiction a two dimensional building 55 feet tall on the site in accordance with city zoning)



Bidders are responsible for verification and identification of all applicable federal, state and local zoning and other city regulations and plans that may apply to the Property.

Planning Process

1. **FHWA.** Disposition of the Property may be subject to Federal Highway Administration (“FHWA”) approval and/or regulations.
2. **MEPA.** The sale of MassDOT real estate constitutes an “undertaking” under Massachusetts Environmental Policy Act (“MEPA”) and may require filing in accordance with MEPA regardless of whether the applicable MEPA thresholds are exceeded. The Selected Bidder will be responsible to comply with any and all requirements imposed by MEPA (whether applicable prior to or after the delivery by MassDOT of the deed to the Property), and MassDOT shall assume no liability therefor. MassDOT may be required to issue Section 61 findings prior to consummating the sale of the Property. MEPA regulations are available at:
<http://www.mass.gov/envir/mepa/thirdlevelpages/meparegulations/meparegulations.htm>
3. **Historic Preservation:** Development of the Property is subject to regulatory review commitments relating to historic resources pursuant to a 1984 Memorandum of Agreement between FHWA, the Massachusetts State Historic Preservation Officer (“SHPO”), the Boston Landmarks Commission (“BLC”), the Advisory Council on

Historic Preservation, and the Massachusetts Department of Public Works (predecessor to MassDOT), a copy of which is attached as Appendix F (the “MOA”). Pursuant to the MOA and Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and its implementing regulations (36 C.F.R. Part 800), the parties to the MOA prepared design guidelines that apply to development of the Property that could affect nearby historic resources. Excerpts of these guidelines relevant to the Property are included as Appendix G of this RFP. A copy of the complete guidelines document is available upon request.

The MOA requires that preliminary design, final design and construction documents be reviewed and approved by Massachusetts Historical Commission (“MHC,” acting as SHPO), BLC, and other interested groups for compliance with the guidelines. The deed of the Property (the “Deed”) shall require the Selected Bidder to covenant to comply with the MOA requirements.

The guidelines state that development on the Property should continue and reinforce the street walls along both Hanover Street and Cross Street, and the low residential scale of the adjacent North End buildings. The guidelines recommend a maximum building height of fifty-five feet (55’) and a minimum building height of forty-five feet (45’) on the Property. In addition, the guidelines provide that building facades along the street should reflect the historic pattern of first floor storefronts throughout the adjacent historic district. The final design for development of the Property must comply with these guidelines as well as City of Boston zoning and other applicable guidelines.

4. **Municipality.** The Property is subject to all City of Boston zoning and building regulations and real estate taxation. These regulations require the Selected Bidder to actively engage the community throughout their design, and permitting process. This includes, but is not limited to, advertising and holding community meetings to discuss the project use and design to gain community support.
5. **MassDOT Review:** As a condition of accepting the Deed, the Selected Bidder will covenant to obtain MassDOT approval of all structural improvements to the Property for purposes of ensuring that the Sumner Tunnel and Cross Street Bridge are not adversely impacted by the design or construction of such improvements.

ALL INFORMATION CONTAINED IN THIS RFP WITH RESPECT TO THE PROPERTY IS PRESENTED AND DEPICTED TO THE BEST OF MASSDOT’S KNOWLEDGE. THE PROPERTY IS SUBJECT TO PHYSICAL INSPECTION AND INDEPENDENT VERIFICATION OF ALL INFORMATION BY THE SELECTED BIDDER. THE SELECTED BIDDER IS RESPONSIBLE FOR IDENTIFICATION OF AND COMPLIANCE WITH ALL CURRENT LAWS, REGULATIONS, RULES, PERMITS, APPROVALS AND OTHER PROVISIONS THAT MAY BE APPLICABLE TO ANY USE OF THE PROPERTY.

III. SALE TERMS

Sale of Property

MassDOT's power to sell real and personal property derives from Massachusetts General Laws Chapter 6C (the "Statute"), which authorizes and empowers MassDOT "to acquire, lease, hold and dispose of real and personal property or any interest therein..." The Statute also provides that MassDOT may "sell . . . any lands or rights or interests in lands or other property taken or purchased for the purposes of this chapter, whenever the same shall, in the opinion of the department, cease to be needed for such purpose." By publishing this RFP, MassDOT publicly states that, subject to the reservations of rights and easements described below, and further subject to the reservations and conditions contained in this RFP, the Property ceased to be needed for the purpose(s) originally acquired.

The Statute further provides that "any sale of real property shall be awarded, after advertisement for bids, to the bidder who is the highest responsible bidder." For the purposes of the RFP, MassDOT defines the "highest responsible bidder" to be a bidder who meets the selection criteria set forth in **Section V**, below. Pursuant to the Statute, MassDOT "shall have the right to reject any and all bids and to re-advertise for bids."

Purchase and Sale Agreement and Deed Terms

MassDOT will enter into a Purchase and Sale Agreement ("P&S") with the Selected Bidder attached as Appendix E. The P&S will further evidence the sale terms and list the documents to be executed and delivered by MassDOT and the Selected Bidder at Closing in connection with the delivery of the Deed for said Property. The Selected Bidder will have thirty (30) days from receiving notification of its selection within which to execute the P&S. A form P&S and form Deed are attached to this RFP as Appendix E. Each Bidder will provide, as part of their bid submission, their comments on the form P&S that are of major concern for their executing a similar P&S. To the extent required by statute and policy, approval of the P&S may be subject to approval of the MassDOT Board, and the Secretary of Transportation or her delegates.

The P&S and the Deed will include, but not be limited to, the terms detailed below. In responding to the RFP, each party submitting a bid in response to this RFP (each, a "Bidder") acknowledges and agrees to accept these sale terms for any bid submitted to purchase the Property (each, a "Bid").

- 1. Purchase Price.** The purchase price shall be a single-dollar amount to be paid to MassDOT, in cash, at the Closing, without contingencies or conditions except the delivery by MassDOT of the Deed from MassDOT and any authority documents customarily provided by MassDOT in a land transfer. As indicated below, the Submission Deposit and the Selection Deposit will be applied (without interest) towards the purchase price due at Closing.
- 2. Submission Deposit.** MassDOT will require each Bidder to provide a submission deposit (the "Submission Deposit"). The Submission Deposit shall be in the amount of ten percent (10%) of the total purchase price bid for the Property. The Submission Deposit shall be in the form of a bank, cashier's, or certified check without intervening endorsement which must be

drawn on a Massachusetts bank and made payable to the “Massachusetts Department of Transportation.” The Submission Deposit is due at the time that each Bidder submits its Bid. MassDOT shall hold the Submission Deposits in a segregated account and such deposits will be refunded (without interest) to all Bidders who are not selected as the Selected Bidder. Upon selection, the Submission Deposit submitted by the Selected Bidder will be deemed fully earned and non-refundable by MassDOT, except as otherwise expressly provided herein. The Submission Deposit will be applied (without interest) to the purchase price due at Closing. If the Selected Bidder fails to render payment in full of the purchase price amount set forth in the P&S at the time of Closing, such event will constitute a default and the Submission Deposit (together with the Selection Deposit and the Third Party Costs Payment, each as defined below) will be deemed forfeited by such Bidder. The Submission Deposit will be returned (without interest) to the Selected Bidder in the event that (i) MassDOT discontinues its selection of the Selected Bidder prior to the execution of the P&S and/or (ii) the P&S is terminated through no fault of the Selected Bidder.

3. **Selection Deposit.** MassDOT will require the Selected Bidder to provide a deposit within forty-eight (48) hours of selection (the “Selection Deposit”). The required Selection Deposit shall be in the amount of ten percent (10%) of the total purchase price bid for the Property. The Selection Deposit shall be in the form of a bank, cashier’s, or certified check drawn on a Massachusetts bank without intervening endorsement made payable to the “Massachusetts Department of Transportation.” Upon receipt by MassDOT, the Selection Deposit will be deemed fully earned and non-refundable by MassDOT, except as otherwise expressly provided herein. The Selection Deposit will be applied (without interest) to the purchase price due at Closing. If the Selected Bidder fails to render payment in full of the purchase price amount set forth in the P&S at the time of Closing, such event will constitute a default and the Selection Deposit (together with the Submission Deposit and the Third Party Costs Payment, as defined below) will be deemed forfeited by such Bidder. The Selection Deposit will be returned (without interest) to the Selected Bidder in the event that (i) MassDOT discontinues its selection of the Selected Bidder prior to the execution of the P&S and/or (ii) the P&S is terminated through no fault of the Selected Bidder.
4. **Third Party Costs Account.** At the time that a Bidder submits its Bid, MassDOT will require each Bidder to provide a deposit of Ten Thousand Dollars (\$10,000.00) in the form of a bank, cashier’s, or certified check drawn on a Massachusetts bank without intervening endorsement made payable to the “Massachusetts Department of Transportation” (the “Third Party Costs Payment”), to be held in a segregated account (the “Third Party Costs Account”). The Third Party Costs Payment will be refunded (without interest) to all Bidders whose Bids are not selected. Upon selection, the Third Party Costs Payment submitted by the Selected Bidder will be deemed fully earned and non-refundable by MassDOT, except as otherwise expressly provided herein. The Third Party Costs Payment shall be applied by MassDOT against any and all out-of-pocket expenses incurred by MassDOT in connection with the preparation of this RFP, the negotiation and execution of the P&S, the negotiation and execution of the Deed, the preparation of closing documents, the Closing, the review of design documents, and consultant costs, including, without limitation, survey, title,

recording, legal and engineering costs (the “Third Party Costs”). If, at the time of selection, MassDOT reasonably believes that the amount of the Third Party Costs Payment will be insufficient to pay for the Third Party Costs, then upon MassDOT’s request, the Selected Bidder shall supplement its Third Party Costs Payment by the amount then requested by MassDOT. Furthermore, if, at the time of execution of the P&S and/or Deed or the submission of design documents for MassDOT review, MassDOT reasonably believes that the balance remaining in the Third Party Costs Account will be insufficient to pay for all Third Party Costs, then upon MassDOT’s request, the Selected Bidder shall supplement the balance of the Third Party Costs Account by the amount then requested by MassDOT. The unexpended funds remaining in the Third Party Costs Account will be deemed to be forfeited by the Selected Bidder in the event that the Selected Bidder withdraws its bid and/or fails to negotiate in good faith the P&S and/or the Deed. If the Selected Bidder fails to render payment in full of the purchase price amount set forth in the P&S at the time of Closing, such event will constitute a default and the funds remaining in the Third Party Cost Account (together with the Submission Deposit and the Selection Deposit) will be deemed forfeited by such Bidder. Any sum remaining unexpended in the Third Party Costs Account following Closing and the completion of MassDOT’s review of the design of improvements to the Property will be returned to the Selected Bidder (without interest), or in the event that (i) MassDOT discontinues its selection of the Selected Bidder prior to the execution of the P&S and/or (ii) the P&S is terminated through no fault of the Selected Bidder.

5. **Environmental and Other Due Diligence.** The Selected Bidder will have sixty (60) days from the date of execution of the P&S within which to conduct its own environmental and other due diligence (the “Due Diligence Period”). MassDOT will provide any available environmental reports in its possession relating to the Property.
6. **FHWA Review and Approval.** The FHWA and MEPA Agreement included in this RFP must be completed, signed by an authorized officer or agent of the Bidder, and included with the submission of the bid package. Moreover, as discussed previously, the P&S and Deed may be subject to all applicable FHWA regulations affecting the disposition and change in use or occupancy of property acquired for a project in which Federal funds participated. A copy of the applicable FHWA regulations (23 CFR 710, Subpart D) is included in this IFB as Appendix D. As to any FHWA filings, the Selected Bidder would be required to assist in the preparation of the filing documents, but the actual filings to FHWA would be made by MassDOT.
7. **MassDOT Approval.** The P&S and Deed will include provisions, conditions, and restrictions requiring the Selected Bidder to obtain MassDOT’s advance review and written approval of all schematic and construction drawings regarding any development on the Property that may have an impact on or interfere with any state highway element prior to the commencement of such construction. MassDOT will review the design for impacts to such structures or operations. Any future changes to or additional construction on the Property will be subject to the same requirements. The review and approval by MassDOT of any plan, specification, drawing or other materials provided to MassDOT by or on behalf of the

Selected Bidder, shall not (i) relieve the Selected Bidder of its sole responsibility for the accuracy, completeness and coordination of (or for errors or omissions in) the design of the improvements, or the consistency of such design with the requirements of applicable laws, codes and regulations, or (ii) create any liability on the part of MassDOT with respect to such design.

- 8. MEPA Review.** Bidders acknowledge by signing the FHWA and MEPA Agreement, referenced in 6 above, that regardless of the final decision resulting from such MEPA review, such decision shall not affect in any way the purchase price for the Property nor entitle the Selected Bidder of the Property to any refund of said purchase price. Moreover, the P&S will include a provision relating to the Selected Bidder's obligation to file under MEPA which may require preparation of an Environmental Notification Form ("ENF"), and, if necessary, an Environmental Impact Report ("EIR"), and file them with the Executive Office of Environmental Affairs ("EOEA"), initiating a MEPA review in regard to any future development on the Property.
- 9. Selected Bidder Responsibility; No MassDOT Liability.** The Selected Bidder will be solely responsible, including financially responsible, as the proponent of any and all zoning, building, design, and other regulatory applications and/or reviews for the Property. In addition, MassDOT will not be liable for any costs or damages in the event that MassDOT is unable to deliver the Deed or the delivery of the Deed is delayed because any required approvals do not occur or are limited or restricted in any way.
- 10. Documentary Taxes; Recording Fees.** All costs and liabilities associated with the payment of any and all required transfer and documentary taxes arising out of the sale of the Property shall be the sole responsibility of the Selected Bidder. The Selected Bidder shall be responsible for recording the Deed and any other required documents at the Suffolk County Registry of Deeds, at the Selected Bidder's sole cost and expense.
- 11. Survey and Plans.** The Selected Bidder may be required to have the Property and easement areas surveyed and to prepare one or more survey plans, prepared in accordance with the standards for an American Land Title Association / American Congress on Surveying & Mapping (ALTA/ACSM) Land Title Survey and/or MassDOT's layout and survey specifications, at the Selected Bidder's expense. The ALTA/ACSM survey should be completed during the Due Diligence Period and locate all easements and underground utilities (both public and private) including drainage, which may lie within the affected area. Unless the Property is shown as a separate legal lot on a plan already recorded with the Suffolk County Registry of Deeds, the Selected Bidder shall, at its expense prior to the Closing Date, prepare a plan in recordable form showing the Property as a separate legal lot and shall obtain all necessary governmental approvals so as to constitute the Property as a separate legal lot or as a parcel to be combined with the Selected Bidder's abutting land. The Selected Bidder shall submit such lot plan to MassDOT for review and approval prior to obtaining any necessary governmental approvals. If and to the extent that the existing state highway location line in the vicinity of the Property must be altered to permit the conveyance of said Property by MassDOT, the Selected Bidder will be required to prepare, at its expense

prior to the Closing Date, all plans and legal descriptions required to effect such an alteration, which plans and legal descriptions shall be prepared to MassDOT Highway Division specifications and shall be subject to review and approval by MassDOT's Highway Division Survey and Layouts section. If and to the extent that the property must be subdivided to effect its sale, the Selected Bidder will be required to prepare, at its expense prior to the Closing Date, all plans and legal descriptions required to effect such subdivision, which plans and legal descriptions shall be prepared to MassDOT Highway Division specifications and shall be subject to review and approval by MassDOT's Highway Division Survey and Layouts section.

- 12. Mechanics of Closing.** Subject to any conditions established in this RFP or the P&S, including, without limitation, the receipt of any necessary FHWA, or other approvals, the Closing will occur not later than one hundred **(100) days** following the execution and delivery of the P&S as that may be extended in MassDOT's sole discretion. At the option of MassDOT and the Selected Bidder, such Closing may occur on any mutually convenient date during such 100-day period. At such Closing, the balance of the purchase price shall be paid to MassDOT in their approved format, and the Deed and other documents contemplated by the P&S shall be executed and delivered by MassDOT and the Selected Bidder.
- 13. Closing Date; Extensions.** The Closing Date will be the date that is one hundred (100) days following execution and delivery of the P&S, unless extended at the sole discretion of MassDOT. If the Closing Date is extended upon the request of the Selected Bidder, then MassDOT may require the Selected Bidder to pay an extension deposit of up to \$50,000.00 (the "Extension Deposit"). Upon receipt by MassDOT, such Extension Deposit will be deemed fully earned and non-refundable by MassDOT, except if the P&S is terminated through no fault of the Selected Bidder. The Extension Deposit will be applied (without interest) to the purchase price due at Closing.
- 14. As Is.** Upon execution and delivery of the Deed, the Property and any appurtenant rights or easements as are acceptable to MassDOT shall be delivered to the Selected Bidder on an "as is", "where is" and "with all defects" basis, subject to all liens, encumbrances, restrictions, and all other acts, matters or occurrences as of the Closing, without representation, warranty, condition or covenant, express, implied or statutory, of any kind whatsoever, including, without limitation, representation, warranty, condition or covenant as to legal title, access, condition (whether with respect to the existence, location or condition of utilities, subsurface structures, the presence of hazardous materials, or otherwise), matters which an accurate instrument survey of such Property would disclose, past, present or future use, construction, development, investment potential, tax ramifications or consequences, merchantability or fitness or suitability for any use or purpose, compliance of the Property with federal, state or local requirements with respect to hazardous materials affecting or pertaining to the Property, all of which are hereby expressly disclaimed. These provisions shall survive the Closing and the execution and delivery of the Deed.

- 15. Reservation.** MassDOT reserves the right to negotiate any and all aspects of the Bid, including but not limited to the terms of the P&S and Deed, after MassDOT has selected the highest responsible bidder. **However, MassDOT cannot reduce the bid price.**
- 16. Minimum Bid.** The Minimum Bid is \$1,600,000.00. MassDOT will not accept any bid under this amount.
- 17. Selected Bidder Pre-closing Expenses.** Any and all expenses incurred by the Selected Bidder prior to Closing will be the responsibility of the Selected Bidder and entirely at its (their) own risk.
- 18. Title and Survey.** It is the Selected Bidder's responsibility to determine and verify all title and survey information pertaining to the Property. The Selected Bidder shall review title and survey to the Property at its sole cost by the date that is seven (7) business days prior to the expiration of the Due Diligence Period. A copy of said title report and survey shall immediately be given to MassDOT along with a cover letter listing all specific title and survey problems and referencing the specific recorded documents as applicable. Any and all title defects not specifically listed as problematic in the cover letter to said title and survey report shall be deemed waived. If the title search and survey are not completed and delivered to MassDOT within this time, all title and survey defects shall be deemed waived. MassDOT shall have five (5) business days following receipt of the Selected Bidder's cover letter, title report and survey to indicate in writing whether or not MassDOT elects to cure any of the title or survey defects prior to Closing. Failure of MassDOT to respond to the Selected Bidder's objections within five (5) business days shall be deemed an election by MassDOT not to cure such objection(s).

MassDOT will deliver the Property free from all encumbrances, except:

- (a) Provisions of existing building and local zoning laws;
- (b) Such taxes for the current tax year as are not due and payable, and any liens for municipal betterments assessed after the date of this RFP;
- (c) Easements, restrictions, reservations, and eminent domain takings by third parties of record;
- (d) Pre-existing utility-related installations (whether recorded or not);
- (e) Any encroachments, parties-in-possession, leases, licenses and occupancies that can be seen by inspecting the Property, or are shown on any of the plans of the Property included with this RFP, except for that certain license to Mother Anna's Inc. dated as of March 1, 2012 regarding an outdoor seating area, which license shall be terminated on or before MassDOT's entry into the P&S;
- (f) Any other easement, license, restriction or encroachment, unless such easement, license, restriction or encroachment makes it impossible to use the Property for all of the uses permitted as of right pursuant to the City of Boston zoning code;
- (g) A covenant in favor of MassDOT requiring the Selected Bidder to obtain MassDOT review and approval of plans and specifications for structural improvements to the Property prior to the commencement of construction; and
- (h) All title defects waived by the Selected Bidder.

The Property is being sold subject to all encumbrances and encroachments and without any encroachments having necessarily been cured, and the Selected Bidder may resolve any and all remaining encroachments to its satisfaction after the Closing at Selected Bidder's sole expense and there shall be no further obligations by MassDOT to cure any encroachments.

- 19. Regulatory and Permitting Approvals.** The Selected Bidder will be responsible for all necessary regulatory and permitting approvals associated with the use of the Property.
- 20. Non-Interference with MassDOT Operations.** The construction and/or operation activities of the Selected Bidder shall not interfere with MassDOT operations. MassDOT review and approval will be required for any land preparation, utility upgrade, improvements, construction and maintenance plans associated with the Property to the extent that they may interfere with MassDOT operations and/or pose a safety hazard. Accordingly, the Selected Bidder will be required to submit plans to MassDOT for review and approval prior to conducting work on the Property. MassDOT may condition its plan approval on the Selected Bidder's satisfaction of specified requirements before, during and after construction. Any requirements of MassDOT including, but not limited to, changes in specifications, construction activities, maintenance and improvements that may impact the right-of-way and/or MassDOT operations, shall be at the sole expense of the Selected Bidder. Such costs may also include MassDOT review of plans, construction monitoring, and utility disruption.

Bid Schedule, Closing Schedule and Lump Sum Payment

The following schedule is intended as a guide and is subject to change at MassDOT's discretion.

Event	Description	Date
Pre-Bid Conference	A pre-bid conference will be held at the Property.	2:00 p.m. Thursday, December 17, 2015.
Deadline for Written Questions	Potential Bidders are to submit, in writing, all questions and requests for clarifications or changes. Questions should be addressed to the email box of ITB@mbtarealty.com . Questions must be in Microsoft word format and must reference "Parcel 11A". Potential bidders are reminded that only formal written responses to questions, provided in an addendum, should be considered definitive. Verbal responses, including those at the pre-bid conference should not be regarded as official or definitive.	4 p.m. Thursday, January 7, 2016.
Bid Due Date and Time	Completed bid submissions must be submitted to Massachusetts Realty Group as described in Section IV. Bids will be opened publicly 30 minutes following the bid due date.	2:00 p.m. Thursday, January 21, 2016.
Execution and Delivery of Purchase and Sale Agreement by the Selected Bidder	The Selected Bidder must deliver a Purchase and Sale Agreement executed by Selected Bidder to the MassDOT within <u>30 days</u> of notification of selection.	Approximately February 25, 2016
Selected Bidder Due Diligence (title, survey and site investigation)	The Selected Bidder shall be responsible for conducting its own due diligence at its sole expense within 60 days of execution of the P&S.	Approximately April 25, 2016

Closing Date	The Closing shall occur within 100 days of the execution of the Purchase and Sale Agreement by both parties.	Approximately June 3, 2016
Closing	Lump sum payment of the purchase price less the Submission Deposit, the Selection Deposit and any Extension Deposit. The Selected Bidder will be responsible for payment of all recording and closing fees.	TBD
Closing Extensions	MassDOT may grant extensions of Closing at its sole discretion. If such an extension is granted, the Selected Bidder shall be required to make an additional payment for each extension. MassDOT may increase, reduce or cancel this obligation at their sole discretion.	Up to \$50,000 lump sum

BID DEPOSIT AND PAYMENT SCHEDULE

The Selected Bidder is required to make payments according to the schedule as outlined below and in accordance with the following schedule:

Milestone	Description	Amount	Date
Third Party Costs Payment	To be paid to MassDOT upon submission of bid. Subject to increase at the discretion of MassDOT at the time of selection, execution of the P&S and/or Deed, and submission of the Selected Bidder's design documents.	\$10,000.00 minimum deposit to be supplemented/ replenished as provided in Section III.4	<u>January 21, 2016</u>
Submission Deposit	To be paid to MassDOT upon submission of bid.	10% of purchase price	<u>January 21, 2016</u>
Selection Deposit	To be paid to MassDOT within 48 hours of selection as the Selected Bidder.	10% of purchase price	Within 48 hours of selection
Document Review Fees	Fees to cover the cost of any and all document review required for MassDOT approval of improvements/operations on the Property that may impact the safety,	TBD; Funds to be deposited in the Third Party Costs Account	At time of submission of plans for review

	efficiency or convenience of MassDOT infrastructure/operations.		
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THESE AND OTHER ESSENTIAL TERMS AND CONDITIONS OF THE BID ARE DESCRIBED IN THE DRAFT PURCHASE AND SALE AGREEMENT ATTACHED HERETO AND INCORPORATED HEREIN AS APPENDIX E. BIDDERS ARE STRONGLY ADVISED TO READ, UNDERSTAND AND SEEK CLARIFICATION OF ANY QUESTIONS CONCERNING THE PURCHASE AND SALE AGREEMENT PRIOR TO THE BID DUE DATE.

Submission Schedule. The schedule for the submission process is shown below. MassDOT reserves the right to change or amend this schedule at its sole discretion. Prior to the Bid Due Date, all parties who have registered as bidders at www.mbtarealty.com will be notified of any changes.

PURSUANT TO THE ENABLING ACT, MASSDOT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

**Massachusetts Realty Group
20 Park Plaza, Suite 1120
Boston, Massachusetts 02216
ATTN: Parcel 11A**

Bids submitted must contain all required, unaltered forms and information, and must be in the format described in this RFP section. Bids must be complete, and must provide sufficient information for MassDOT to evaluate them. No additions or supplements to Bids will be accepted after a Bid is submitted, unless specifically requested or allowed by MassDOT. Once submitted to MassDOT, all Bids and accompanying materials are the sole property of MassDOT. All Bids are subject to the reservations and conditions contained in this RFP.

Third Party Costs Payment and Submission Deposit. MassDOT will require each Bidder to make a Third Party Costs Payment and a Submission Deposit, as detailed in **Section III** of this RFP.

Bid Forms

1. **MGL Chapter 7C, Section 38 Disclosure Statement.** The Disclosure Statement form, included in this RFP as **Form A**, must be completed, signed by an authorized officer of the Bidder, and included with the submission of the Bid package.
2. **Bid Form.** The Bid Form, included in this RFP as **Form B**, must be completed in its entirety, signed by an authorized officer of the Bidder, and included with the submission of the Bid package. In particular, provide the amount of the proposed cash bid for the sale of the Property.
3. **Bidder Officers and Owners.** The Bid must list the officers and others with an interest in the Bidder:
 - a. **For-Profit Corporation.** If the Bidder is a corporation, list all officers, directors, and owners of ten percent (10%) or more of the capital stock.
 - b. **Non-Profit Corporation.** If the Bidder is a non-profit corporation, list all officers, and directors or board members. List any other entities that control or are controlled by the Bidder.
 - c. **Non-corporation.** If the Bidder is other than a corporation, list all persons or entities with an interest of ten percent (10%) or more in the operations of the development entity, including the title and percentage of the interest for each.
4. **Evidence of Authority.** Bidder must provide evidence of authority of the person signing the Bid Form to submit the Bid on behalf of the Bidder. If the Bidder is a corporation, said Bidder must include as part of its Bid package a duly executed resolution of its Board of Directors either approving the particular Bid being submitted, or specifically authorizing and empowering a designated agent of said corporation to bind the corporation in all matters involving, related to, or incidental to the submission of a Bid hereunder and, if accepted by MassDOT, the corporation's full performance under the terms of the RFP. Included in this RFP as **Form C** is a sample Clerk's Certificate.
5. **Additional Certifications.** In order to substantiate compliance with a) Chapter 66A of the Massachusetts General Laws regarding confidentiality and privacy; b) Section 49A of Chapter 62C of the Massachusetts General Laws regarding taxes; and c) other matters deemed necessary or appropriate by MassDOT, all of the certifications included in this RFP as **Form D** must be completed and signed by an authorized officer or agent of the Bidder, and included with the submission of the Bid package.
6. **FHWA and MEPA Review and Approval.** The FHWA and MEPA Agreement included in this RFP must be completed, signed by an authorized officer or agent of the Bidder, and included with the submission of the bid package. This form is included in the RFP as **Form E**.

7. **Qualification by Foreign Entities to Conduct Business in the Commonwealth.** In the event that the Bidder is not a Massachusetts entity, said Bidder must include as part of its Bid a statement agreeing to make all necessary filings to qualify to conduct business in the Commonwealth of Massachusetts prior to execution of the P&S. Although MassDOT does not require foreign entities to qualify in Massachusetts prior to submitting a Bid, it is specifically understood and agreed that any such entity will promptly take all necessary measures to become qualified to conduct business in Massachusetts at its own expense, upon the written request of MassDOT without regard to whether such entity is actually selected as the highest responsible bidder, and, in the event that such selection is made, prior to conducting any business in the Commonwealth.
8. **Bank and Financial References.** It is required that all Bidders provide sufficient financial information to ensure they are qualified to finance this project. This form is included in the RFP as **Form F**.
9. **Financial Questions.** Each Bidder must provide answers to the following questions in the Bid package. Note that for purposes of these questions, “the Bidder” shall include: The Bidder; any director, principal officer, partner, or owner of ten percent (10%) or more of stock or with an interest of ten percent (10%) or more in the Bidder; or any partnership, corporation, or other entity with which the foregoing are or have been affiliated. If “yes” is answered to any of these questions, describe the circumstances in detail in your bid package.
- a. **Bankruptcy.** In the past ten (10) years, has the Bidder filed for bankruptcy or been declared bankrupt?
 - b. **Foreclosure.** In the past ten (10) years, has the Bidder been the subject of a foreclosure proceeding?
 - c. **Loan default.** In the past ten (10) years, has the Bidder defaulted on a loan?
 - d. **Purchase and Sale, Lease or Real Estate Contract default.** In the past ten (10) years, has the Bidder been in default of a purchase and sale agreement, a ground lease, any other lease, or a contract or agreement for the purchase or lease of real estate, or had such a lease, contract, or agreement terminated due to the Bidder’s failure to comply with the terms of the lease, contract, or agreement?
 - e. **Prohibition.** Has the Bidder ever been prohibited from doing business with any government agency?
 - f. **Felony.** Has the Bidder ever been indicted for or convicted of a felony?
 - g. **Illegal purpose.** Has the Bidder ever been involved, affiliated, or in known contact with any entity intending to utilize the subject property for an illegal purpose or with any entity, individual, or member of any organized crime group or similar criminal enterprise?

Highest Responsible Bidder Selection. MassDOT reserves the right to change or amend this process at its sole discretion in order to further the purposes of the RFP. Prior to the Bid Due Date, all parties who have registered as bidders at www.mbtarealty.com will be notified, in writing, of any changes. Subsequent to the Bid Due Date, only Bidders who have submitted Bids prior to the deadline will be notified of any changes. MassDOT will select the presumptive highest responsible bidder for the Property, subject to the negotiation of the P&S and Deed. MassDOT's selection of the highest responsible bidder is subject to any and all reservations contained in this RFP, including, without limitation, MassDOT's right to (i) reject all bids and/or readvertise for bids, and (ii) negotiate any and all aspects of the bid, including, but not limited to, the terms of the P&S and Deed, after MassDOT has selected the highest responsible bidder.

Conformance with RFP Requirements. All Bids must be accompanied by a complete set of the forms referenced in this RFP and each Bidder must respond to all of the requirements set forth in the RFP. Any Bidder who does not submit all of the requested schedules or does not comply with the RFP's submission requirements or whose responses to such submission requirements are not satisfactory to MassDOT may be eliminated from consideration.

Requirements

Each Bid must address all of the submission requirements called for in the RFP, and must be in the format specified. Bidders must complete all of the forms included in the RFP and provide all requested information. Bidders are encouraged to address the submission requirements straightforwardly and concisely.

BID SUBMISSION DOCUMENTS INDEX

A complete Bid package shall include the following eight sections:

Section	Description	Pages/Other
Section 1: Cover letter and Bid Officer and Owner information	<ol style="list-style-type: none"> Cover letter introducing the project team and signed by a principal with full contact information (Name, address, phone, email, etc.). Form of business of Bidder and attach certificate of incorporation or equivalent document based on the organization. Federal Tax Identification Number. Foreign Entities, in the event that the Bidder is not a Massachusetts entity, said Bidder must include a statement agreeing to make all necessary filings to qualify to conduct business in the Commonwealth of Massachusetts prior to execution of the P&S. Describe any proposed joint venture, partnership or other for this RFP. Bid Officers and Owners. The Bid must list the officers and others with an interest in the Bid: <ol style="list-style-type: none"> For-Profit Corporation. If the Bidder is a corporation, 	Up to 5 pages (Including forms and letters)

	<p>list all officers, directors, and owners of ten percent (10%) or more of the capital stock.</p> <p>b. Non-Profit Corporation. If the Bidder is a non-profit corporation, list all officers, and directors or board members. List any other entities that control or are controlled by the Bidder.</p> <p>c. Non-corporation. If the Bidder is other than a corporation, list all persons or entities with an interest of ten percent (10%) or more in the operations of the development entity, including the title and percentage of the interest for each.</p>	
Section 2: Company Vendor Contacts	<p>1. Bank Information – Provide the name, address and contact person and telephone numbers at each Bidder’s primary bank;</p> <p>2. Insurance Information - Provide the name, address and contact person and telephone numbers at each Bidder’s insurance company;</p>	Up to 3 pages.
Section 3: Experience	<p>1) Describe the company, owners and employees real estate and development experience.</p> <p>2) Describe the company, owners and employees prior contractual relationships with MassDOT or the Commonwealth.</p>	Up to 3 pages
Section 4: Financial Questions	<p>1. Each Bidder must provide answers to the following questions in the Bid package. Note that for purposes of these questions, “the Bidder” shall include: The Bidder; any director, principal officer, partner, or owner of ten percent (10%) or more of stock or with an interest of ten percent (10%) or more in the Bidder; or any partnership, corporation, or other entity with which the foregoing are or have been affiliated. If “yes” is answered to any of these questions, describe the circumstances in detail.</p> <p>a. Bankruptcy. In the past ten (10) years, has the Bidder filed for bankruptcy or been declared bankrupt?</p> <p>b. Foreclosure. In the past ten (10) years, has the Bidder been the subject of a foreclosure proceeding?</p> <p>c. Loan default. In the past ten (10) years, has the Bidder defaulted on a loan?</p> <p>d. Purchase and Sale, Lease or Real Estate Contract default. In the past ten (10) years, has the Bidder been in default of a purchase and sale agreement, a ground lease, any other lease, or a contract or agreement for the purchase or lease of real estate, or had such a lease, contract, or agreement terminated due to the Bidder’s failure to comply with the terms of the lease, contract, or agreement?</p> <p>e. Prohibition. Has the Bidder ever been prohibited from doing business with any government agency?</p> <p>f. Felony. Has the Bidder ever been indicted for or convicted of a felony?</p> <p>g. Illegal purpose. Has the Bidder ever been involved, affiliated, or in known contact with any entity intending to utilize the subject property for an illegal purpose or with any</p>	Up to 10Pages

	entity, individual, or member of any organized crime group or similar criminal enterprise?	
Section 5: Financial Information	Provide three (3) years of certified financial statements and any commitment letters that demonstrate sufficient liquid assets and financial capacity to adequately support your bid price (not less than \$1,600,000). These documents should be stamped confidential.	Up to 15 pages
Section 6: Forms	Forms A through F fully complete and executed.	All forms
Section 7: Deposits & Payments	1) Third Party Costs Payment - \$10,000.00 2) Submission Deposit - 10% of offer price	Two separate certified checks

V. SELECTION CRITERIA

Responsible Bidders. For purposes of the potential sale of the Property, MassDOT defines a “responsible bidder” as one that meets the selection criteria set forth below. All Bids deemed to be responsible will be evaluated according to the numerical dollar value of the Bid. MassDOT will select the highest responsible bidder for the Property based upon the bid price, information contained in the Bids and MassDOT’s analysis of same.

MassDOT reserves the right to request additional information of any or all Bidders in writing and to use that information in evaluating the Bids.

In evaluating the Bids, MassDOT will consider the following criteria:

- a. Submission Deposit.** Each Bidder will be required to provide a single Submission Deposit in the amount of 10% of the total purchase price bid for the Property. The Submission Deposit is in addition to the Third Party Costs Payment.
- b. Third Party Costs Payment.** Each Bid must be accompanied by a Third Party Costs Payment. The required Third Party Costs Payment to be made at the time of submission of a Bid is Ten Thousand Dollars (\$10,000).
- c. Financial Capacity.** Each Bid must include information to demonstrate Bidder’s financial capacity to pay the proposed purchase price to MassDOT in connection with its Bid. Such evidence of financial capacity should include, without limitation, cash or other equities, all sources of financing, and any commitment letter(s).
- d. Conformance with RFP Requirements.** All Bids must be accompanied by a complete set of the schedules referenced in this RFP and each Bidder must respond to all of the requirements set forth in the RFP. Any Bidder who does not submit all of the requested forms or does not comply with the RFP’s submission requirements or whose responses to such submission requirements are not satisfactory to MassDOT may be eliminated from consideration.

VI. RESERVATIONS AND CONDITIONS

1. All of the terms, conditions, specifications, appendices and information included in this RFP shall constitute the entire RFP package and shall be incorporated by reference into each bid submission. No conditions, other than those specified in this RFP will be accepted and conditional bids may be disqualified except as specified in this RFP.
2. MassDOT makes no representation or warranty as to the accuracy, currency, and/or completeness of any or all of the information provided in this RFP, or that such information accurately represents the conditions that would be encountered on or in the vicinity of any of the Property, now or in the future. The furnishing of information by MassDOT and MRG (comprised of Greystone & Co., Inc. and Jones Lang LaSalle Americas, Inc.) shall not create or be deemed to create any obligation or liability upon them for any reasons whatsoever, and each bidder, by submitting a bid to MassDOT in response to this RFP, expressly agrees that it shall not hold MassDOT, MRG or any of their respective officers, agents, contractors, consultants, or any third party liable or responsible therefore in any manner whatsoever.
3. If any matter or circumstance under this RFP requires the consent or approval of MassDOT or that such matter be satisfactory to MassDOT, then the same may be granted, withheld, denied or conditioned by MassDOT in the exercise of its sole discretion.
4. If the outside date for the execution of the P&S or any other agreement contemplated under the RFP shall not fall on a "Business Day" (a "Business Day" being defined as any day other than a Saturday, Sunday, or day on which commercial banks in Boston, Massachusetts are authorized or required by law to remain closed or legal holiday recognized by MassDOT), then such date shall be extended to the next succeeding Business Day.
5. Awards shall be made in strict compliance with Massachusetts General Laws, Chapter 6C and shall not discriminate on the basis of race, creed, color, sex, national origin, disability, or sexual orientation in consideration for an award.
6. MassDOT reserves the right to waive or decline to waive any irregularities, informalities, minor deviations, mistakes, and matters of form rather than substance in any bid when it determines that it is in MassDOT's best interest to do so, and to waive any defects in the RFP submission process when it determines such defects are insubstantial or non-substantive. No officer, employee, agent or consultant of MassDOT is authorized to waive this reservation. MassDOT reserves the right to accept, reject or negotiate at its sole and absolute discretion any bidder-proposed changes to the P&S and Deed attached hereto.
7. Any notice or other communication by bidders in connection with this RFP shall be deemed given when received or when delivered by messenger or overnight mail or upon attempted delivery if delivery is not accepted. Such notices shall be in writing and shall be deemed to have been properly given when delivered by messenger or overnight mail

addressed as follows: If to the Selected Bidder at the address provided in the bid; if to MassDOT sent to the Office of Real Estate and Asset Development, Massachusetts Department of Transportation, Ten Park Plaza, Boston, Massachusetts 02116, Attn: Interim Assistant Secretary. In addition, a duplicate notice from the Selected Bidder shall be sent in the same manner as the notice to MassDOT to MassDOT's representative, Massachusetts Realty Group, 20 Park Plaza, Suite 1120, Boston, Massachusetts 02116. Notice of any addendum or other change to this RFP by MassDOT to registered bidders shall be sent electronically, and if a registered bidder cannot receive electronic mail, by regular U.S mail, postage pre-paid.

8. Bidders should assume that all material submitted in response to the RFP will be open to the public. To the extent allowed by Massachusetts public records laws, MassDOT will use commercially reasonable efforts not to disclose or make public any pages of a bid on which the respondent has stamped or imprinted "confidential." Confidential data will be limited to confidential financial information concerning the bidder's organization. MassDOT and MRG assume no liability for disclosure or use of any information or data.
9. All bidders shall thoroughly familiarize themselves with the provisions of the RFP, including appendices, amendments, development requirements and associated materials. Upon receipt of the RFP, each bidder shall examine the RFP for missing or partially blank pages due to mechanical printing collating, or other publication errors. It shall be the bidder's responsibility to identify and procure any missing pages or information.
10. Bidders shall be entirely responsible for verifying permitting requirements, zoning, environmental requirements, and any other regulatory requirements applying to the proposed installation(s) and uses. Bidders shall be solely responsible for verifying any and all physical or other site conditions of the Property. Copies and summaries of physical or other site conditions of the subject property, if any, are included in this RFP only as a convenience. MassDOT, MRG and any of their respective officers, agents, contractors, or consultants shall not be liable for any mistakes, damages, costs, or other consequences arising from any use of or reliance upon any such provided information.
11. Bidders shall be entirely responsible for any and all expenses incurred in preparing and/or submitting any bid(s) in response to this RFP, including any costs or expenses resulting from the issuance, extension, supplementation, withdrawal, or amendment of this RFP or the process initiated hereby.
12. Bidders must complete each and every bid form contained herein, if applicable.
13. No broker commissions or fees whatsoever shall be due or payable by MassDOT its contractors or their respective employees. Notwithstanding the foregoing, MassDOT shall be solely responsible for any commission due and owing to MRG.
14. MassDOT reserves the right to extend, suspend, supplement, withdraw, or amend this RFP or the RFP selection process or schedule for any reason, or for no reason, at any time. MassDOT shall not be liable to any actual Bidder, potential Bidder, or the Selected

Bidders for costs or expenses incurred by them as a result of the issuance, extension, supplementation, withdrawal, or amendment of this RFP or the process initiated hereby.

15. MassDOT reserves the right to reject any Bid that does not include all requested forms that is not submitted in conformance with this RFP or any amendments thereto, or that contains responses to the submission requirements set forth in this RFP which are not satisfactory to MassDOT, or to reject any or all Bids, in its sole discretion, for any reason or for no reason. MassDOT further reserves the right to waive or decline to waive irregularities in any Bid when it determines that it is in MassDOT's best interest to do so, and to waive any defects in the RFP submission process when it determines such defects are insubstantial or non-substantive.
16. MassDOT reserves the right to revise the terms of the P&S with the Selected Bidder prior to entering into the P&S. In the event that the Selected Bidder shall fail to execute the P&S as so revised, then such Bidder shall be deemed in default under the RFP. In the event of any default by any Selected Bidder hereunder, then in addition to MassDOT's other rights hereunder, MassDOT may proceed to select another Bidder as the Selected Bidder, terminate the RFP, or begin a new selection process.
17. MassDOT reserves the right to discontinue its selection of any Bidder prior to the execution of the P&S. MassDOT shall not be liable to any such Bidder for costs or expenses incurred by it as a result of this discontinuance.
19. MassDOT reserves the right to seek additional information from any or all Bidders. Until such time as MassDOT has received Bids in response to this RFP and has received any and all additional information and/or revised Bids that MassDOT may request pursuant to this RFP, such Bids shall not be deemed to be complete.

SEVERABILITY

If for any reason, any section or provision of this RFP or any addendum to it is determined to be illegal, invalid, or unenforceable under present or future laws or regulations, then the remainder of this RFP shall not be affected thereby.

CONFLICT OF INTEREST, COLLUSION

1. By submitting a Bid under the RFP, a Respondent certifies that no relationship exists between the Respondent and MassDOT or any officer, employee, or agent of MassDOT that constitutes a conflict of interest or that may be adverse to MassDOT.
2. By submitting a Bid under the RFP, a Respondent certifies that it has not acted in collusion with any other Respondent or other entity doing business with MassDOT in a way that would constitute unfair competition or that may be adverse to MassDOT.

3. Note that “Respondent” as used herein means the respondent; any director, principal, officer, partner, owner of an equity interest in the respondent, employee, agent or representative of the respondent; or any partnership, corporation or other entity with which any of the foregoing is or has been affiliated.

CONFIDENTIALITY

1. Bidders should assume that all material submitted in response to this RFP will be open to the public. To the extent allowed by Massachusetts public records laws, MassDOT will use commercially reasonable efforts not to disclose or make public any pages of a Bid on which the Bidder has stamped or imprinted “confidential.” Confidential data will be limited to confidential financial information concerning the Bidder’s organization. MassDOT assumes no liability for disclosure or use of any information or data.
2. All information submitted in response to this RFP becomes the sole property of MassDOT, with the exception of confidential financial information concerning the Bidder or its financial partners. No Bidder has proprietary rights to any ideas or materials submitted in its Bid.

BIDDERS’ RESPONSIBILITIES

1. Bidders shall thoroughly familiarize themselves with the provisions of this RFP. Upon receipt of this RFP, each Bidder shall examine this RFP for missing or partially blank pages due to mechanical printing or collating errors. It shall be the Bidder’s responsibility to identify and procure any missing pages.
2. Bidders shall be entirely responsible for reviewing and verifying all zoning and other regulatory requirements, title, environmental, engineering, and other information contained in or furnished pursuant to this RFP regarding the Property. Any information contained in or furnished pursuant to this RFP is included (or made available) as a matter of convenience only and MassDOT is not liable for any mistakes, costs, expenses, damages, or other consequences arising from use of or reliance on this information in any respect, and each Bidder, by submitting a Bid to MassDOT in response to this RFP, expressly agrees that it shall not hold MassDOT or any of its respective officers, agents, contractors, consultants, or any third party liable or responsible therefore in any manner whatsoever.

VII. Bid Forms

Forms Begin on Next Page

- Form A: Chapter 7C, Section 38 Disclosure Statement
- Form B: Bid Form
- Form C: Clerk’s Certificate
- Form D: Additional Certificate
- Form E: FHWA, MEPA & Boston Zoning Agreement
- Form F: Bank/Financial References

FORM A: Chapter 7C, Section 38 Disclosure Statement

DISPOSITION OF REAL PROPERTY

For the purposes of disclosure pursuant to the Massachusetts General Laws, Chapter 7C, Section 38, the undersigned (the "Bidder") does hereby provide the following statement giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property defined as Parcel 11A located in Boston, Massachusetts, in that certain Request for Proposals, dated November 18, 2015, issued by the Massachusetts Department of Transportation. If there are no such persons, the Bidder has indicated this by inserting the word "NONE" in the space below.

Name

Address

_____	_____
_____	_____
_____	_____

Note: If necessary, please attach additional names and addresses on a separate sheet of paper referencing this Statement.

This Disclosure Statement is signed under the pains and penalties of perjury on this ____ day of _____, 20__ by the duly authorized _____ of the Bidder:

Name of Bidder: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

FORM B: Bid Form

Reference is herein made to a certain Request for Proposals, dated November 18, 2015 issued by the Massachusetts Department of Transportation, relating to Parcel 11A located in Boston, Massachusetts (together with all figures, appendices, forms, and addenda, the "RFP"). Initial capitalized terms, unless otherwise defined herein, shall have the meanings assigned to such terms in the RFP. The undersigned (the "Bidder") affirms that it has read and fully understands the terms and conditions set forth in the RFP, and hereby agrees to the terms and conditions thereof.

1. The Bidder hereby irrevocably submits to MassDOT a Cash Bid for the Property in the total amount of _____ Dollars (\$_____), subject to sale terms and conditions of the RFP. **The Cash Bid shall not be less than One Million Six Hundred Thousand Dollars (\$1,600,000).**
2. The Bidder herewith submits to MassDOT a Submission Deposit in the amount of _____ Dollars (\$_____), equal to ten percent (10%) of the Cash Bid, to be held and disposed of in accordance with the RFP.
3. The Bidder herewith submits to MassDOT a Third Party Costs Payment in the amount of Ten Thousand Dollars (\$10,000), to be held and disposed of in accordance with the RFP.
4. The Bidder agrees that all of the Bidder's expenses related to the preparation of this Bid for the Property and (if applicable) the consummation of the transaction contemplated hereby, including any costs related to any third party representation engaged by the Bidder, are the Bidder's sole responsibility.

Executed under seal by the duly authorized _____ of the Bidder:

Name of Bidder: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

FORM C: Clerk's Certificate

(Applicable to all Corporations)

I, _____, being the clerk of

_____, hereby certify that the
Bid submitted herewith has been authorized by the board of directors of said corporation, and
that the above signatures are those of duly authorized agents and/or officers of same.

Date: _____

Clerk

CORPORATE SEAL

FORM D: Additional Certifications

Reference is herein made to a certain Request for Proposal, dated November 18, 2015 issued by the Massachusetts Department of Transportation (“MassDOT”), relating to Parcel 11A, located in Boston, Massachusetts (together with all figures, appendices and forms, the “RFP”). Initial capitalized terms, unless otherwise defined herein, shall have the meanings assigned to such terms in the RFP.

Chapter 66A (Confidentiality and Privacy)

The undersigned (the “Bidder”) acknowledges that, during the response and selection process for the RFP and, if selected as the Selected Bidder, the Bidder’s performance under the P&S, the Bidder may acquire or obtain access to “personal data” and become a “holder” of such “personal data” (as defined in Chapter 66A of the Massachusetts General Laws (“Chapter 66A”)) or other information deemed confidential by MassDOT. The Bidder shall comply with Chapter 66A and any applicable regulations promulgated thereunder relative to confidentiality and privacy.

Chapter 62C, Section 49A (Tax Compliance)

Pursuant to M.G.L. Chapter 62C, Section 49A, the Bidder hereby certifies (a) under the pains and penalties of perjury that the Bidder is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors and withholding and remitting child support and (b) to the best of its knowledge and belief, it has no outstanding payment or filing obligations to the Commonwealth of Massachusetts Department of Revenue.

Section 7 of Chapter 521, Acts of 1990 (Child Care Assistance)

Pursuant to Section 7 of Chapter 521, Acts of 1990, as amended by Chapter 329, Acts of 1991, and regulations issued pursuant thereto, 102 CMR 12.00, the Bidder certifies under the pains and penalties of perjury that the Bidder is in compliance with all laws of the Commonwealth of Massachusetts relating to child care assistance, and if the Bidder is a qualified employer having fifty (50) or more full time employees, has established a dependent care assistance program, child care tuition assistance, or on-site or near site child care placement; or is an exempt employer.

Chapter 7, Section 22C (Northern Ireland Notice and Certification)

State agencies, state authorities, the House of Representatives or the state Senate may not procure goods or services from any person employing ten or more employees in an office or other facility located in Northern Ireland who fails to complete the certification required by M.G.L. c. 7, Section 22C. The Bidder certifies under the pains and penalties of perjury either that (check the applicable statement):

() the Bidder does not employ ten or more employees in an office or other facility in Northern Ireland;

OR

() the Bidder employs ten or more employees in an office or other facility located in Northern Ireland and further certifies that:

1. the Bidder does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and
2. the Bidder promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and
3. the Bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Conflict of Interest/Collusion Certification

The Bidder certifies under the pains and penalties of perjury that (a) no relationship exists between the Bidder and MassDOT or any officer, employee, or agent of MassDOT that constitutes unfair competition or a conflict of interest or that may be adverse to MassDOT; and (b) it has not acted in collusion with any other Bidder or other entity doing business with MassDOT in a way that would constitute unfair competition or that may be adverse to MassDOT.

Other Certifications

The Bidder certifies under the pains and penalties of perjury that the Bidder has filed with the Secretary of State all certificates and annual reports required by law. The Bidder certifies under the pains and penalties of perjury that the Bidder is not presently debarred or suspended from providing goods and/or services to the Commonwealth, or any other applicable debarment or suspension provision under state law or any rules or regulations promulgated thereunder.

Signed under the pains and penalties of perjury on this ____ day of _____, 20__ by the duly authorized _____ of the Bidder:

Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

FORM E: FHWA, MEPA & Boston Zoning Agreement

Reference is herein made to a certain RFP, dated November 18, 2015 issued by the Massachusetts Department of Transportation (“MassDOT”), relating to Parcel 11A, located in Boston, Massachusetts (together with all figures, appendices and schedules, the “RFP”). Initial capitalized terms, unless otherwise defined herein, shall have the meanings assigned to such terms in the RFP.

In order to induce MassDOT to evaluate any Bid submitted to it by the undersigned (the “Bidder”) pursuant to the RFP, the Bidder acknowledges and agrees that if it shall acquire the Property, pursuant to the RFP (the “Bidder Property”), the Bidder agrees that any and all work, development or other activities thereon shall be subject to all applicable laws, rules and regulations. Without limiting the foregoing, the Bidder acknowledges and agrees that if any such work meets or exceeds a review threshold under the Federal Highway Administration’s regulations, 23 CFR 710, Subpart D, to the extent applicable (“FHWA Review”), and/or the City of Boston Zoning Code, then prior to any “Change in Access Control or Other Use or Occupancy” as defined under the FHWA regulations, or “Issuance of a Building Permit” as defined in the City of Boston Zoning Code, the Bidder shall file or cause to be filed with the Division Office of FHWA in Cambridge, Massachusetts, and/or the Boston Building Inspector, all such documents as are required by FHWA regulations and the City of Boston Zoning Code in connection with such work. Notwithstanding the foregoing, as to any FHWA filings, the Bidder will be required to assist in the preparation of the filing documents, and the actual filings to FHWA will be made by MassDOT.

With regard to the Massachusetts Environmental Policy Act, M.G.L. c. 30, § 61 through 62H and 301 CMR 11.00 et seq. (“MEPA”), the Bidder acknowledges and agrees that development on the Bidder Property may be subject to MEPA. Accordingly, prior to any “Commencement of Construction” as defined under the MEPA regulations, the Bidder shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs (“EOEA”) all such documents as may be required by the MEPA regulations in connection with such work. In any such filings, the Bidder shall disclose the fact that the Bidder Property has been purchased from MassDOT. The Bidder acknowledges that the Agency Action, as defined in MEPA, will not be deemed to be complete unless and until the EOEA Secretary has determined that (i) no EIR is required; or (ii) a single or final Environmental Impact Report is adequate and 60 days have elapsed following publication of notice of the availability of the single or final EIR in the *Environmental Monitor* in accordance with 301 CMR 11.15(2).

The Bidder also agrees to provide to MassDOT evidence of the Bidder’s compliance with all such laws, rules, and regulations in connection with such work, including, without limitation, FHWA and/or MEPA requirements.

The Bidder acknowledges and agrees that any acquisition of the Bidder Property pursuant to the RFP will be made “as is”, “where is”, as more particularly described in the RFP and the Purchase & Sale Agreement. As such, MassDOT has not given any assurances to the Bidder as to the nature, extent or scope of any permitted future development on the Bidder Property.

Accordingly, no decision or ruling from or relating to any FHWA Review, MEPA Review and/or local Zoning (or pursuant to any other applicable law, rule or regulation) shall affect any purchase price rendered, if applicable, for the Bidder Property, or entitle the Bidder to any credit or refund thereof.

This Agreement shall survive the delivery of the deed to the Bidder Property, and shall be binding upon the Bidder and its successors and assigns.

Executed as an instrument under seal as of _____, 20____.

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

FORM F – Bank / Financial References

1. All bidders must provide 2 bank or other financial institution references.

Name of Bank or Financial Institution _____

Address _____

City/Town _____ State _____ Zip Code _____

Contact Person _____ Telephone # _____

Name on the Account _____

Account # _____

2. All bidders must provide a financial reference used for a project of similar size, scope and complexity as the project proposed in response to this RFP.

FORM F (continued)

To Whom It May Concern:

I, the undersigned, hereby authorize release, to the Massachusetts Department of Transportation and Massachusetts Realty Group of any and all credit and bank account information concerning the individual, business or organization listed below.

I understand that this information is to be used solely for the purpose of evaluating my suitability to purchase the real property detailed in this bid package.

SIGNATURE OF APPLICANT

PRINTED NAME OF APPLICANT

TITLE OF APPLICANT

PRINT COMPANY NAME

BY: _____

PRINT NAME: _____

TITLE: _____

Please print and fill out as many Form Fs as necessary.

VIII. Appendices
Appendices begin on next page

- Appendix A Title information
- Appendix B Non-Vehicle Access Permit Application Instructions
- Appendix C As-Built Documents
- Appendix D FHWA Information
- Appendix E Purchase and Sale Agreement and Form Deed

Appendix A Title information

REPORT

10693

ESTATE: North Street, Cross Street and Hanover Street, Boston, Massachusetts

OWNER: Massachusetts Turnpike Authority 7391-174, 42021-1 15, 30

DESCRIPTION: See Remarks 2

SAID ESTATE IS SUBJECT TO:

1. Mortgage to none
2. Note matters set forth in Remarks 2
3. Other: none

REMARKS:

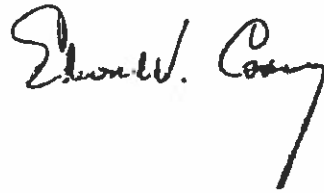
1. Attachments, Mass and U.S liens checked.
2. Probate and divorce checked.
3. This abstract is expressly conditioned upon the accuracy of the records and indices of the Registry of Deeds or Registry District of the Land Court where the land lies; and is so conditioned upon the accuracy of the records and indices of any and all necessary Registry of Probate.
4. All certification, opinion and/or liability of this abstract is specifically limited to the addressee for the transaction contemplated herefor, and does not and shall not extend to any subsequent conveyance, mortgage or other transaction.
5. Note that all mortgages above set forth are reported as held by the party or parties of record at the Registry of Deeds or Registry District of the Land Court without examination of the grantor/grantee indices for any assignment and/or discharge that is not reported by the Registry as a marginal reference on the

particular mortgage.

6. Note that the Registries of Deeds no longer carries bankruptcy information in the grantor indices.

**BANKRUPTCIES ARE NOT CHECKED OR CERTIFIED IN THIS
ABSTRACT.**

My examination ends September 8, 2015
LK

A handwritten signature in black ink, reading "Edward W. Casey". The signature is written in a cursive style with a large, sweeping "E" and a long, trailing "y".

REMARKS

The title to both parcel 11A and 128 North Street as shown on the provided aerial view is derived from the taking by the City of Boston, dated August 4, 1930 and recorded in the Suffolk Registry of Deeds Book 5200 Page 506. 9

The City of Boston transferred its interest to the Massachusetts Turnpike Authority, pursuant to a Certificate of Transfer dated April 29, 1959 and recorded 7391-174. 15

See also the deed and conditions therein from the Commonwealth of Massachusetts to the Massachusetts Turnpike Authority, dated June 22, 2007 and recorded 42021-1, relating to the portions of locus contained within highway takings recorded 26940-93 and 42020-301. 30, 81, 92

Due to the enormity of entries at the Registry of Deeds, it is not feasible to check the grantor indices for the City of Boston or the Commonwealth of Massachusetts and its sub-agencies for the period required. ←

REQUEST
AERIAL VIEW

Parcel 11A
3,250 +/- sf

CROSS STREET

HANDOVER STREET

NORTH STREET

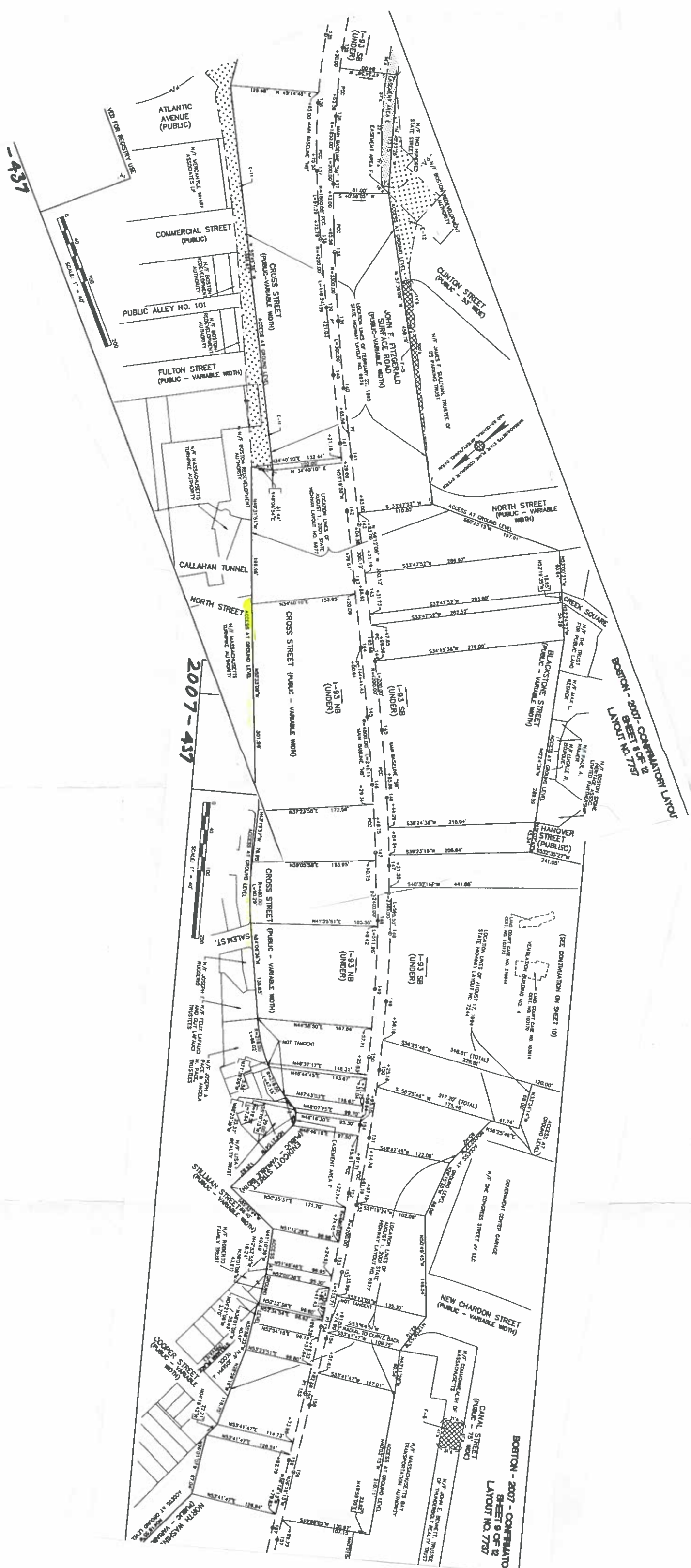
1284
51



TAKING PLAN 2007-437

L.O. 7737

SHEETS 8 + 9 (JOINED)



26940-93



BOSTON - 2001 - LAYOUT - SHEET 1 OF 7
LAYOUT NO. 6977
FEDERAL AID PROJECT NO. NH-93-(1246) AND
ERI-93-(1236)

THE COMMONWEALTH OF MASSACHUSETTS
PLAN OF ROAD
IN THE CITY OF
BOSTON
SUFFOLK COUNTY
LAID OUT AS A STATE HIGHWAY
BY THE DEPARTMENT OF HIGHWAYS
AUGUST 1, 2001

SCALE: 40 FEET TO THE INCH
Howard T. Goodrich, R.E.

PW-RP-R-410

SCHEDULE SHEET

City of Boston

COMMONWEALTH of MASSACHUSETTS

MASSACHUSETTS TURNPIKE AUTHORITY

MASS DOT

FROM: 8.4.1930

TO: DNTC

[illegible]

5200
506

5200-506
8-4-1930

they hereby are taken in fee for and on behalf of the City of Boston for the purposes set forth in said chapter 297 of the acts of the year 1929 and in part execution of the authority conferred by said chapter 297 and of every other power said Transit Department of the City of Boston hereto enabling. NOW, THEREFORE, the Transit Department of the City of Boston in accordance with the foregoing vote and pursuant to said chapter 297 herein referred to hereby certifies and states that under and by virtue of the authority conferred by said act, and in part execution thereof, and for the reasons and purposes therein set forth, and by virtue of every other power and authority it hereto enabling, the above described real estate is taken by it in fee for the City of Boston. IN WITNESS WHEREOF, WE, the undersigned Commissioners of the Transit Department of the City of Boston hereto set our hands this fourth day of August in the year nineteen hundred and thirty. CITY OF BOSTON by the TRANSIT DEPARTMENT of the CITY OF BOSTON Thomas F. Sullivan Nathan A. Heller Arthur B. Corbett. APPROVED: James M. Curley Mayor of Boston. REGISTERED PARCELS. Included in the above-described taking is the following registered parcel which is taken in fee and bounded and described as follows: Owner: Annie T. Tarbell et al 13 North St. and 54-60 N. Market St. Certificates of Title No. 27217/8, Suffolk Registry District Registration Book 132, p. p. 17/18, dated Feb. 27, 1930. Plan No. 5647-A, dated Sept. 1, 1915. Lots A and B combined. Northerly by North Street fifty-seven and fifty-three hundredths (57.53) feet; easterly by Bendalls Lane seventy-five and thirty-nine hundredths (75.39) feet; southwesterly by the northeasterly line of North Market Street fifty-eight and eighteen hundredths (58.18) feet; and westerly by land now or formerly of Fannie P. Friedrich et al, the line running through the middle of a party wall, fifty-nine and sixty-one hundredths (59.61) feet; containing three thousand eight hundred forty-eight (3848) square feet.-----August 4, 1930 At three o'clock and fifty-five minutes P. M. Received, Entered, and Examined.-----

RATSHESKY
et al Ests.

to
CITY OF
BOSTON

VOTED, that the Transit Department of the City of Boston in the Commonwealth of Massachusetts, duly established under authority of chapter 184 of the special acts of the Legislature of said Commonwealth for the year nineteen hundred and eighteen, deems that it is necessary for the purposes set forth or referred to in chapter 297 of the acts of the Legislature of said Commonwealth for the year nineteen hundred and twenty-nine, being "An Act to provide

for the construction of a vehicular tunnel between Boston Proper and East Boston", to take an easement hereinafter described in parcel XV and a fee as well as trees upon or structures affixed to the land in all other parcels hereinafter described for and on behalf of the City of Boston which certain parcels of real estate are located in Boston Proper lying within an area as shown on plan numbered T. T. 19 and entitled "City of Boston-Transit Department-Plan of Taking for a portion of Traffic Tunnel Between Hanover, Richmond, North and Cross Sts. Under Chapter 297 of the Acts of the year 1929" dated August 4, 1930, signed by a majority of the Department and by Ernest R. Springer, Chief Engineer of the Department, and to be recorded in the Registry of Deeds for the County of Suffolk, bounded and described as follows:-

Note: The center-line of tunnel, hereinafter called the "Base-line", is a straight line drawn between a point on the northeasterly side line of Cross Street sixty-one and twenty-two hundredths (61.22) feet southeast of the southeasterly side line of Hanover Street, and a point on the southwesterly side line of Richmond Street fifty-three and eighty-three hundredths (53.83) feet northwest of the northwesterly side line of North Street; said base line being used as a reference line for portions of the hereinafter described premises. Beginning at point "A" on the northwesterly side line of North Street at the northeasterly side line of Cross Street; thence running northwesterly on said line of said Cross Street two hundred seventy-two and seventy-seven hundredths (272.77) feet to point "F"; thence running northeasterly on said line of Hanover Street one hundred three and thirty-six hundredths (103.36) feet to point "C"; thence running southeasterly on the southwesterly side line of a common passageway called Wakefield Alley thirty-eight (38) feet, more or less, to point "D"; thence running northeasterly along the end of said passageway seven and thirty-five hundredths (7.35) feet to point "E"; thence running southeasterly along land now or formerly of Millie Siegal twenty-one and sixty-three hundredths (21.63) feet to point "F"; thence running northeasterly along land now or formerly of said Siegal and land now or formerly of Herman Cohen seventy-five and thirty hundredths (75.30) feet to point "G"; thence running northwesterly along said land of Cohen six (6) feet, more or less, to point "H"; thence running northeasterly across Mechanic Street and in land now or formerly of Enrico De Stefano and across Board Alley, a public way, on a line parallel to said base line and twenty and no hundredths (20.00) feet distant therefrom, one hundred three (103) feet, more or less, to point "J"; thence running northwesterly on the northeasterly side line

PLAN
5200-506
Sh. 4

of said alley twelve (12) feet, more or less, to point "K"; thence running northeasterly along land now or formerly of Giovanni and Catarina Gallenari forty-five (45) feet, more or less, to point "L"; thence running northwesterly along said land of Gallenari twenty-eight and five tenths (28.5) feet to point "M"; thence running northeasterly along land now or formerly of Aaron Baer eleven (11) feet, more or less, to point "N"; thence running southeasterly along land now or formerly of Nathan W. and Reva Backman two (2) feet, more or less, to point "O"; thence running northeasterly along said land of Backman sixteen and seventy-five hundredths (16.75) feet to point "P"; thence running southeasterly along land now or formerly of Louis and Henry Rosenbaum twelve (12) feet, more or less, to point "Q"; thence running northeasterly along said land of Rosenbaum twenty and five tenths (20.5) feet to point "R"; thence running southeasterly along land now or formerly of Zeno A. Tosi five and forty-two hundredths (5.42) feet to point "S"; thence continuing southeasterly along land now or formerly of Walter A. Holman thirty-nine (39) feet, more or less to point "T"; thence running northeasterly in said land of Holman on a line parallel to said base line and twenty and no hundredths (20.00) feet distant therefrom, fifty-eight (58) feet, more or less, to point "U"; thence running southeasterly on the southwesterly side line of Richmond street forty and four hundredths (40.04) feet to point "V"; thence running southwesterly in said land of Holman on a line parallel to said base line and twenty and no hundredths (20.00) feet distant therefrom, forty-eight (48) feet, more or less, to point "W"; thence continuing southwesterly on said last-named parallel line in land now or formerly of Leon Cangiano fifty-one (51) feet, more or less, to point "X"; thence continuing southwesterly in land now or formerly of Boston Real Estate Trust, George L. De Blois et al, Trustees, across said Board Alley, and in land now or formerly of Samuel Shpunt eighty-seven (87) feet, more or less, to point "Y", thirty and no hundredths (30.00) feet distant southeasterly from said base line; thence running southeasterly along said land of Shpunt thirty-six and seventy-eight hundredths (36.78) feet, more or less, to point "Z"; thence running southwesterly along land now or formerly of Enrico Tassinari and land now or formerly of Adelaide C. Bellizia fifty-six and eighteen hundredths (56.18) feet to point "A1"; thence running southeasterly along the southwesterly side of a 12-inch brick wall on the southwesterly side of a covered passageway in land of said Bellizia seventy and fifty hundredths (70.50) feet to point "B1"; thence running southwest-

erly on said northwesterly line of North Street one hundred ninety-nine and sixty-one hundredths (199.61) feet to the point of beginning; containing fifty-eight thousand seventy-three (58,073) square feet, more or less. Together with all right, title and interest in and to the fee and soil and all the rights heretofore possessed by the owners of the premises herewith taken in all passageways connecting therewith. The parcels of real estate contained in the above-described taking are supposed to be owned as follows, all areas being approximate. All of the following parcels excepting that of Walter A. Holman are taken in fee. In that portion of the property of Walter A. Holman within the area T U V W T an easement is taken, the upper limit of which is at the same elevation as the upper outside surface of the roof of the proposed tunnel structure which in no case will extend above elevation 26.3 feet above Boston City Base and the bottom of said easement is of unlimited depth.

Parcel Number	Owners	Location	Area Sq.Ft.
1	Harry F. Ratsheky et al	84-86 Cross St. 201-207 Hanover St.	2,000
11	City of Boston	209 Hanover St. 88 Cross St.	6,188
111	Vincent Tassinari	96-102 Cross St.	2,532
IV	Mary M. Mulvey	106-108 Cross St. 108-122 North St.	15,173
V	Rosemary Mac Carthy et al	124-126 North St.	2,842
VI	Boston Real Estate Trust George L. DeBlois et al, Trs.	128-136 North St.	6,391
VII	Millie Siegal	9-10 Mechanic St.	5,064
VIII	owners unknown	Rear 9-10 Mechanic St.	34
IX	Owners Unknown	Mechanic St.	2,760
X	Giuseppe Arancio	6 Mechanic St.	2,391
XI	Enrico De Stefano	15-31 Mechanic Ct.	2,835
XII	Samuel Shpunt	152-158 North St.	718
XIII	Boston Real Estate Trust, George L. DeBlois et al, Trs.	160-166 North St.	2,680
XIV	Leon Cangiano	Rear 168-172 North St. (Incl. 1 - 4 Keiths Alley)	4,350
XV	Walter A. Holman	130-140 Richmond St. (in part)	2,115
Total			58,073

WHEREFORE, VOTED, that the above described parcels of real estate be and they hereby are taken by easement or in fee for and on behalf of the City of Boston for the purposes set forth in said chapter 297 of the acts of the year 1929 and in part execution of the authority con-

ferred by said chapter 297 and of every other power said Transit Department of the City of Boston hereto enabling. NOW, THEREFORE, the Transit Department of the City of Boston in accordance with the foregoing vote and pursuant to said chapter 297 herein referred to hereby certifies and states that under and by virtue of the authority conferred by said act, and in part execution thereof, and for the reasons and purposes therein set forth, and by virtue of every other power and authority it hereto enabling, the above described real estate is taken by it by easement or in fee for the City of Boston. IN WITNESS WHEREOF, WE, the undersigned Commissioners of the Transit Department of the City of Boston hereto set our hands this fourth day of August in the year nineteen hundred and thirty. CITY OF BOSTON by the TRANSIT DEPARTMENT of the CITY OF BOSTON Thomas F. Sullivan Nathan A. Heller Arthur B. Corbett APPROVED: James M. Curley Mayor of Boston

REGISTERED PARCELS Included in the above-described taking are the following registered parcels which are taken in fee and bounded and described as follows: 1. Owner: Enrico De Stefano 1 - 31 Mechanic Court Certificate of Title No. 15015, Suffolk Registry District Registration book 71, p. 15, dated Feb. 27, 1923. Plan No. 8774-A, dated May 3, 1922. Beginning at a point on the southwesterly line of Board Alley at the easterly corner of the registered parcel; thence running southwesterly on a broken line along lands now or formerly of Samuel Shpunt and of Giuseppe Arancio ninety-six and fifty hundredths (96.50) feet to a point thence running northwesterly on the northeasterly line of Mechanic Street on a broken line thirty-eight and eight hundredths (38.08) feet to a point on the taking line "H-J"; thence running northeasterly in said registered parcel on said taking line eighty-seven and eighty-nine hundredths (87.89) feet to a point; thence running southeasterly on said line of Board Alley twenty-five and fifty-three hundredths (25.53) feet to the point of beginning; containing twenty-eight hundred thirty-five (2835) square feet, more or less. 2. Owner: Samuel Shpunt 152-158 North Street Certificate No. 17701, Suffolk Registry District Registration book 84 p. 101, dated Dec. 1, 1924. Plan No. 10295-A, dated June, 1924. Beginning at a point on the southwesterly line of Board Alley at the most northerly corner of said registered parcel; thence running southeasterly on said line of Board Alley twenty-one and twenty-nine hundredths (21.29) feet to a point on the taking line "X-Y"; thence running southwesterly in said registered parcel on said taking line thirty-four and eighty-one hundredths (34.81) feet to point "Y" of said taking; thence running northwesterly along land now or formerly of -

Giuseppe Arancio twenty and eighty hundredths (20.80) feet to a point; thence running northeasterly along land now or formerly of Enrico De Stefano thirty-three and forty-nine hundredths (33.49) feet to the point of beginning; containing seven hundred eighteen (718) square feet.

----- August 4, 1930 At three o'clock and fifty-five minutes P. M. Received, Entered, and Examined.-----

CHAPTER 413, ACTS 1924. I, WM. M.

McMORROW, Collector of Taxes for the City of Boston, in consideration of \$7.70 being the amount claimed as liens by said City of Boston for water rates (including all interest, costs and charges) on the following described premises; 582 rear East Third Street, Ward 6, notices of which are filed with Suffolk Registry of Deeds, as hereinafter set forth, hereby cancel and discharge said liens. Witness my hand and seal this fourth day of August, 1930. Wm. M. McMorrow City Collector and a seal

BOOK	PAGE	NAME	AMOUNT
5000	1	K. Corbett	4.62
5060	1	" "	<u>3.08</u>
Total,			7.70

COMMONWEALTH OF MASSACHUSETTS. Suffolk, ss. AUG 4 1930 192 Then personally appeared the above-named WM. M. McMORROW, and acknowledged the foregoing instrument to be his free act and deed, before me. John B. Tracey Notary Public -----August 4, 1930 At three o'clock and fifty-seven minutes P. M. Received, Entered, and Examined.-----

CHAPTER 413, ACTS 1924. I, WM. M.

McMORROW, Collector of Taxes for the City of Boston, in consideration of \$21.56 being the amount claimed as liens by said City of Boston for water rates (including all interest, costs and charges) on the following described premises: 584 East Third Street, Ward 6, notices of which are filed with Suffolk Registry of Deeds, as hereinafter set forth, hereby cancel and discharge said liens. Witness my hand and seal this fourth day of August, 1930. Wm. M. McMorrow City Collector and a seal.

BOOK	PAGE	NAME	AMOUNT
5000	1	K. Corbett	9.68
5060	1	" "	3.08
Recorded May-23, 1930			<u>8.80</u>
Total,			21.56

COMMONWEALTH OF MASSACHUSETTS. Suffolk, ss. AUG 4 1930 192 Then personally appeared the above-named WM. M. McMORROW, and acknowledged

McMORROW
Collr
to
CORBETT

McMORROW
Collr
to
CORBETT

F. G. M.

7391-174

4-29-1959

7391 174

CERTIFICATE OF TRANSFER OF TITLE
IN SUMNER TUNNEL
FROM CITY OF BOSTON TO MASSACHUSETTS TURNPIKE AUTHORITY.

THIS IS TO CERTIFY THAT, the provisions of Section 8 of Chapter 598 of the Acts of 1958 relating to payments to be made to the City of Boston and the Board of Commissioners of Sinking Funds of the City of Boston having on October 3, 1958, been submitted by the Mayor of the City of Boston to the City Council of said City for acceptance and accepted by an order passed by said Council on October 20, 1958, and approved by said Mayor on October 21, 1958, and tunnel revenue bonds having been issued by the Massachusetts Turnpike Authority under the provisions of said Chapter 598 and the proceeds of said bonds applied as provided in Section 8 of said Chapter 598 on April 29, 1959, on said April 29, 1959, the Massachusetts Turnpike Authority not having determined a later date, title to the vehicular tunnel under Boston Harbor, sometimes called the Sumner Tunnel, constructed by the City of Boston under the provisions of Chapter 297 of the Acts of 1929 (as amended by Chapter 287 of the Acts of 1932, by Chapters 74, 312 and 455 of the Acts of 1935, and by Chapter 93 of the Acts of 1937) and refinanced under the provisions of Chapter 361 of the Acts of 1945, vested by virtue of the provisions of Section 10 of said Chapter 598 of the Acts of 1958 in the Massachusetts Turnpike Authority, a body politic and corporate under Section 3 of Chapter 354 of the Acts of 1952, together with all entrance plazas and buildings and all machinery, equipment, appurtenances, plans, property, rights, easements and interests acquired or leased by the City of Boston in connection with or appertaining to the construction or the operation of the tunnel, located northeast of the northeasterly line of Cross street, extended

-2-

7300 175

between Hanover Street and North Street in Boston, and southwest of the southwesterly line of Porter Street, extended between London Street and Havre Street in East Boston, notwithstanding any contrary definition of the word "tunnel" in any of the above-cited acts, but excluding street approaches and additional street and traffic improvements and land or easements therein acquired for the same under the provisions of said Chapter 287 of the Acts of 1932, and excluding lands or easements therein used as a printing plant and police station under Chapter 30 of the Acts of 1931 as originally enacted or as amended by Chapter 23 of the Acts of 1932.

Given at Boston, Massachusetts, this 29th day of April, 1959.

William F. Bates
 City of Boston
 Corporation Counsel
 by *W.F.B.*

James E. Gildea
 Collector-Treasurer of the City of Boston
 and Treasurer of the Board of Commissioners
 of Sinking Funds of the City of Boston.

THE COMMONWEALTH OF MASSACHUSETTS

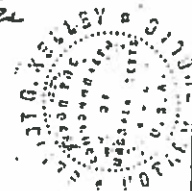
Suffolk, ss.

Boston, April 29, 1959.

This day personally appeared before me James E. Gildea, Collector-Treasurer of the City of Boston and Treasurer of the Board of Commissioners of Sinking Funds of the City of Boston, and personally known to me to be such, and acknowledged the foregoing instrument to be his free act and deed.

Elliott F. Kelly
Notary Public
My Commission Expires
November 13, 1965

April 30, 1959. At 10 o'clock & 31 mins. A.M.
 Rec'd. Ent'd. & Exam'd. - 40



7391 176

MASSACHUSETTS TURNPIKE AUTHORITY

Order of Taking No. 1
City of Boston (East Boston)
County of Suffolk
Tunnel

For the purpose of constructing, maintaining, repairing and operating an additional tunnel for vehicular traffic between Boston Proper and East Boston in the City of Boston, County of Suffolk, together with entrance plazas, buildings, and areas necessary for construction of said tunnel and for the operation of said additional tunnel and the existing vehicular tunnel under Boston harbor, sometimes called the "Sumner Tunnel," as one, the Massachusetts Turnpike Authority, a body politic and corporate, created by section three of Chapter 354 of the Acts of 1952 and as authorized and empowered by Chapter 598 of the Acts of 1958, does hereby take, under the provisions of Chapter 79 of the General Laws and Chapter 598 of the Acts of 1958, all of the land within the limits of the taking lines hereinafter described, including all trees and structures located thereon, situated in the East Boston section of the City of Boston, County of Suffolk, all of said land being taken in fee simple (with the exceptions of Parcels AE-1, E-1, and E-2 referred to below), ^{N.L.} the supposed owners thereof, shown on a plan hereinafter referred to, being set forth in the schedule of awards hereinafter contained, excepting and reserving from the rights herein taken all easements, licenses and permits for wires, pipes, conduits, and other appurtenances, for the conveyance of water, sewage, gas and electricity and for telephone communication now lawfully in or upon said premises

Order of Taking No. 1 - City of Boston (East Boston) - Page 2.

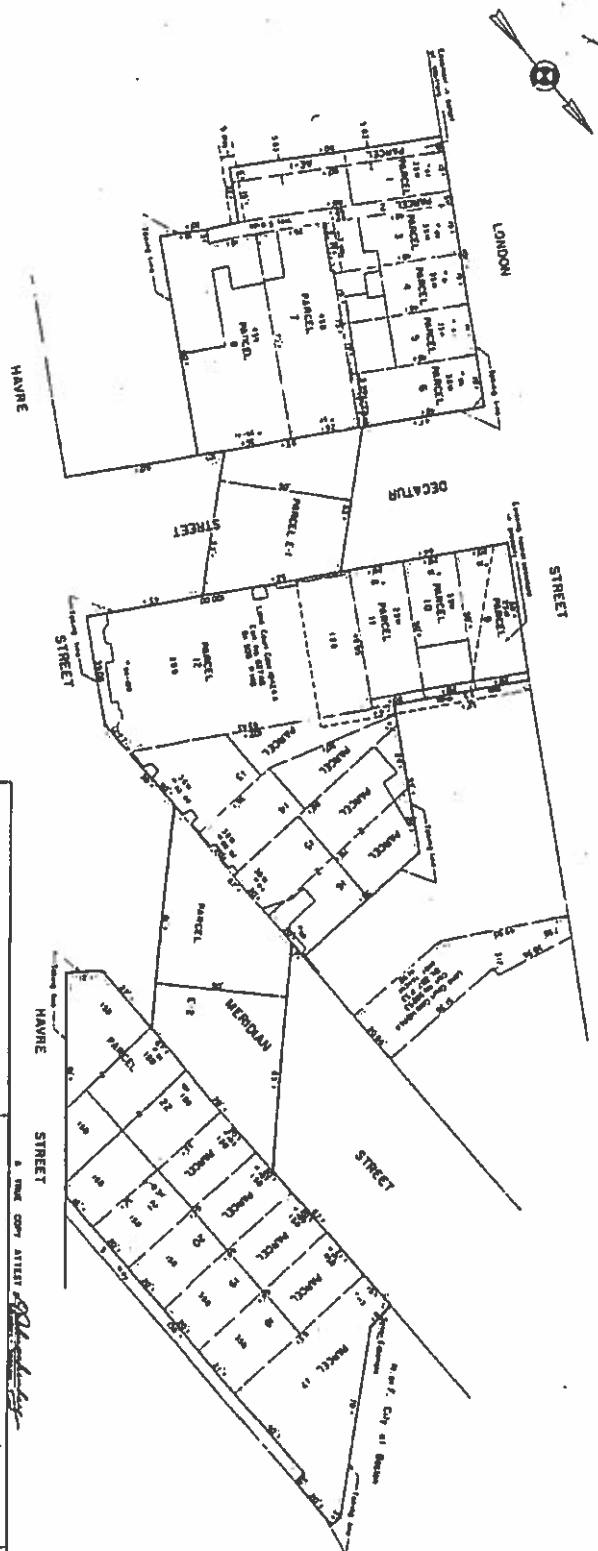
hereby taken, but with the provision that all said facilities shall be located under and/or in or attached to a bridge over the aforesaid additional tunnel.

Excepted and reserved from the rights herein taken are the following:

1911

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SHEET 1 OF 1



Parcel	Area	Owner
1	1.00	City of Boston
2	1.00	City of Boston
3	1.00	City of Boston
4	1.00	City of Boston
5	1.00	City of Boston
6	1.00	City of Boston
7	1.00	City of Boston
8	1.00	City of Boston
9	1.00	City of Boston
10	1.00	City of Boston
11	1.00	City of Boston
12	1.00	City of Boston
13	1.00	City of Boston
14	1.00	City of Boston
15	1.00	City of Boston
16	1.00	City of Boston
17	1.00	City of Boston
18	1.00	City of Boston
19	1.00	City of Boston
20	1.00	City of Boston
21	1.00	City of Boston
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25	1.00	City of Boston
26	1.00	City of Boston
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28	1.00	City of Boston
29	1.00	City of Boston
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31	1.00	City of Boston
32	1.00	City of Boston
33	1.00	City of Boston
34	1.00	City of Boston
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37	1.00	City of Boston
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41	1.00	City of Boston
42	1.00	City of Boston
43	1.00	City of Boston
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79	1.00	City of Boston
80	1.00	City of Boston
81	1.00	City of Boston
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87	1.00	City of Boston
88	1.00	City of Boston
89	1.00	City of Boston
90	1.00	City of Boston
91	1.00	City of Boston
92	1.00	City of Boston
93	1.00	City of Boston
94	1.00	City of Boston
95	1.00	City of Boston
96	1.00	City of Boston
97	1.00	City of Boston
98	1.00	City of Boston
99	1.00	City of Boston
100	1.00	City of Boston

The undersigned, being the duly qualified and sworn officers of the City of Boston, do hereby certify that the foregoing is a true and correct copy of the original record of the City of Boston, as the same appears in the City of Boston, and that the same is a true and correct copy of the original record of the City of Boston, as the same appears in the City of Boston.

Charles J. Smith
John P. Smith

City of Boston
 City of Boston

For the City of Boston, at the City of Boston, in the County of Suffolk, State of Massachusetts, this 1st day of January, 1911.

John P. Smith
John P. Smith

City of Boston
 City of Boston

RECORDED
 1911

1911

1. All lawful rights of the public to use, by means of an overhead bridge and appurtenant structures, that portion of Decatur Street in the East Boston section of the City of Boston which is within the additional tunnel location lines, hereinafter described.

2. All lawful rights of the public to use, by means of an overhead bridge and appurtenant structures, that portion of Meridian Street in the East Boston section of the City of Boston which is within the additional tunnel location lines, hereinafter described.

Included also in said takings are the lawful rights of abutters on London Street, Decatur Street and Havre Street to use that portion of the five foot passageway indicated as Parcel 2 in this order of taking and as shown on the accompanying plan.

As provided for in Section 7 of Chapter 598, Acts of 1958, Parcel AE-1, of this order of taking, has been taken for the purpose of providing access to and egress from those properties whose rights had been lost by the taking of Parcel 2, of this order of taking.

The additional tunnel taking is for a portion of the additional tunnel to be constructed in the East Boston section of Boston and is more fully described as follows:

Order of Taking No. 1 - City of Boston (East Boston) - Page 3.

Beginning at a point on the southeasterly street line of London Street, said point being on the southwesterly property line of Francis J. Murphy, Jr. et ux and 101 feet more or less southwesterly of the southeasterly junction of the street lines of London Street and Decatur Street; thence extends 101 feet more or less in a northeasterly direction along the southeasterly street line of London Street to the junction of the southeasterly street line of London Street and the southwesterly street line of Decatur Street; thence extends 47 feet more or less in a southeasterly direction along the southwesterly street line of Decatur Street; thence extends 53 feet more or less in a northeasterly direction across Decatur Street to a point on the northeasterly street line of Decatur Street, said point being 64 feet more or less southeasterly of the northeasterly junction of the street lines of London Street and Decatur Street; thence extends 64 feet more or less in a northwesterly direction along the northeasterly street line of Decatur Street to the junction of the northeasterly street line of Decatur Street and the southeasterly street line of London Street; thence extends 50 feet more or less in a northeasterly direction along the southeasterly street line of London Street to a point at the junction of the southeasterly street line of London Street and the southwesterly sideline of a 3.5 foot passageway, said point being 50 feet more or less northeasterly of the northeasterly junction of the street lines of Decatur Street and London Street; thence extends 52 feet more or less in a southeasterly direction along the southwesterly sideline of a 3.5 foot passageway; thence extends 55 feet more or less in a northeasterly direction along the northwesterly, or rear, property lines of Parcels 13, 14, 15, and 16, as indicated on the accompanying plan, to a point at the junction of the northwesterly and northerly property lines of Parcel 16, as indicated on the accompanying plan; thence extends

B-1 1002

58 feet more or less in an easterly direction along the northerly property line of Parcel 16, as indicated on the accompanying plan, to a point on the westerly street line of Meridian Street, said point being the junction of the northerly property line of Parcel 16, as indicated on the accompanying plan, and the westerly street line of Meridian Street with said point also being 113 feet more or less northerly of the northwesterly junction of the street lines of Meridian Street and Havre Street; thence extends 7 feet more or less in a southerly direction along the westerly street line of Meridian Street, said point being 106 feet more or less northerly of the northwesterly junction of the street lines of Meridian Street and Havre Street; thence extends 83 feet more or less across Meridian Street in a northeasterly direction to a point on the easterly street line of Meridian Street, said point being 67 feet more or less southerly of the junction of the easterly street line of Meridian Street and the southerly property line of land now or formerly of the City of Boston; thence extends 67 feet more or less along the easterly street line

Order of Taking No. 1 - City of Boston (East Boston) - Page 4.

of Meridian Street in a northerly direction to a point on the easterly street line of Meridian Street, said point being the junction of the easterly street line of Meridian Street and the northerly property line of Parcel 17, as shown on the accompanying plan, and also the southerly property line of land now or formerly of the City of Boston; thence extends 8 feet more or less in an easterly direction, 70 feet more or less in a northeasterly direction, and 5 feet more or less in an easterly direction along the northerly property line of Parcel 17, as shown on the accompanying plan, and the southerly property line of land now or formerly of the City of Boston; thence extends 20 feet more or less in a southerly direction along the easterly property line of Parcel 17, as shown on the accompanying plan, to a point on the easterly sideline at the northerly end of a 5 foot more or less passageway; thence extends 5 feet more or less in a westerly direction along the northerly sideline at the northerly end of a 5 foot more or less passageway; thence extends 136 feet more or less in a southerly direction along the westerly sideline of a 5 foot more or less passageway, said line also being the easterly property lines of Parcels 17, 18, 19, 20, 21, and a portion of Parcel 22, as shown on the accompanying plan, to a point on the northwesterly street line of Havre Street, said point being the junction of the westerly sideline of a 5 foot more or less passageway and the northwesterly street line of Havre Street, and also being 81 feet more or less northeasterly of the northeast junction of the street lines of Havre Street and Meridian Street; thence extends 81 feet more or less in a southwesterly direction along the northwesterly street line of Havre Street to the northeasterly junction of the street lines of Havre Street and Meridian Street; thence extends 12 feet more or less in a northwesterly direction along the southeasterly street line of Meridian Street and then 27 feet more or less in a northerly direction along the easterly street line of Meridian Street to a point, said point being 27 feet more or less northerly of the junction of the easterly and southeasterly street lines of Meridian Street, as indicated on the accompanying plan; thence extends 81 feet more or less in a southwesterly direction across Meridian Street to a point on the westerly street line of Meridian Street, said point being 39 feet more or less north of the northwesterly junction of the street lines of Meridian Street and Havre Street; thence extends 39 feet more or less in a southerly direction along the westerly street line of Meridian Street to the northwesterly junction of the westerly street line of Meridian Street and the northwesterly street line of Havre Street; thence extends 39.08 feet in a southwesterly direction along the northwesterly street line of Havre Street to the junction of the northwesterly street line of Havre Street and the northeasterly street line of Decatur Street; thence extends 43 feet more or less in a northwesterly direction along the northeasterly street line of Decatur Street, said

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Order of Taking No. 1 - City of Boston (East Boston) - Page 5.

point being 43 feet more or less northwesterly of the northwesterly junction of the street lines of Decatur Street and Havre Street; thence extends 53 feet more or less in a southwesterly direction across Decatur Street to a point on the southwesterly street line of Decatur Street, said point being 60 feet more or less northwest of the junction of the southwesterly street line of Decatur Street and the northwesterly street line of Havre Street; thence extends 10 feet more or less in a southeasterly direction along the southwesterly street line of Decatur Street to a point, said point being 50 feet more or less northwest of the southwesterly junction of the street lines of Decatur Street and Havre Street and also being at the junction of the southwesterly street line of Decatur Street, and the southeasterly property line of Parcel 8, as indicated on the accompanying plan; thence extends 80 feet more or less in a southwesterly direction along the southeasterly property line of Parcel 8, as indicated on the accompanying plan; thence extends 30 feet more or less in a northwesterly direction along the southwesterly property line of Parcel 8, as indicated on the accompanying plan, and the southwesterly sideline of a 5 foot more or less passageway, as indicated on the accompanying plan, to a point, said point being the junction of the southeasterly and northeasterly property lines of Parcel 1, as indicated on the accompanying plan, and also being the center line of a 5 foot more or less passageway that extends in a southwesterly direction from the 5 foot more or less passageway, shown as Parcel 2, all of which are indicated on the accompanying plan; thence extends 21 feet more or less in a southwesterly direction along the southeasterly property line of Parcels 1 and AE-1, as indicated on the accompanying plan, said line also being the center line of a 5 foot more or less passageway, as indicated on the accompanying plan; thence extends 80 feet more or less in a northwesterly direction along the southwesterly property line of Parcel AE-1, as indicated on the accompanying plan, to a point on the southeasterly street line of London Street, said point being the point of beginning.

Parcel AE-1 has been taken, under the provisions of Section 7, Chapter 598, Acts of 1958 of the Commonwealth of Massachusetts in behalf of abutters for the purpose of providing access to and egress from the properties of abutters on London Street, Havre Street and Decatur Street who had rights of use in the 5 foot more or less passageway indicated as Parcel 2 in this order of taking. Also established in the taking of Parcel AE-1 is the right of the owners, heirs

Order of Taking No. 1 - City of Boston (East Boston) - Page 6.

or assigns of the property abutting Parcel AE-1 on the southwesterly side, now known as and numbered 85 London Street, or the Massachusetts Turnpike Authority in behalf of the owners, heirs or assigns of the property numbered 85 London Street, to construct an exterior wall for the structure located at 85 London Street with the wall to occupy an area no greater than 10 inches in distance northeasterly from the southwesterly line of Parcel AE-1.

7391 180 A permanent easement is hereby taken, in behalf of the Massachusetts Turnpike Authority, in a parcel of land included within the limits of the area for the additional tunnel hereinbefore described, and designated on the plan of said taking as Parcel E-1, said easement consisting of the right to construct, maintain, repair and operate an additional tunnel in and through said land. Said land shall remain subject to any lawful use by the public, by means of an overhead bridge and appurtenant structures in said land, which will not interfere with the construction, maintenance, repair and operation of the aforesaid additional tunnel.

A permanent easement is hereby taken, in behalf of the Massachusetts Turnpike Authority, in a parcel of land included within the limits of the area for the additional tunnel hereinbefore described, and designated on the plan of said taking as Parcel E-2, said easement consisting of the right to construct, maintain, repair and operate an additional tunnel in and through said land. Said land shall remain subject to any lawful use by the public, by means

Order of Taking No. 1 - City of Boston (East Boston) - Page 7.

of an overhead bridge and appurtenant structures in said land, which will not interfere with the construction, maintenance, repair and operation of the aforesaid additional tunnel.

All rights of remaining abutters, who had a lawful right heretofore, to use that portion of the 5 foot more or less passageway included within Parcel 1, as indicated on the accompanying plan, are hereby reserved.

All rights of remaining abutters, who had a lawful right heretofore, to use the 3.5 foot rear portions of Parcels 9, 10 and 11, as indicated on the accompanying plan, for passage purposes are hereby reserved.

All rights are reserved in behalf of the Massachusetts Turnpike Authority of the use of the 3.5 foot passageway, not taken hereby, abutting the northeasterly property lines of Parcels 9, 10 and 11, as indicated on the accompanying plan, that were heretofore the lawful rights connected with Parcels 9, 10 and 11.

The easement rights, for sewage purposes, owned by the City of Boston in Parcel 17, as indicated on the accompanying plan, are hereby reserved until the sewer line is either relocated or is no longer needed.

The easement rights, for the existing tunnel, sometimes called the "Sumner Tunnel," now or formerly owned by the City of Boston, in Parcels 9 and 10, as indicated on the accompanying plan, are hereby reserved.

Order of Taking No. 1 - City of Boston (East Boston) - Page 8.

The aforesaid taking for the additional tunnel between Boston Proper and East Boston in the City of Boston is shown on a plan, signed by John McCloskey, Assistant Chief Engineer, prepared by the Massachusetts Turnpike Authority, and on file in its office, said plan being entitled: "Plan for the location of an Additional Tunnel between Boston Proper and East Boston in the City of Boston (East Boston), Suffolk County, as prepared by the MASSACHUSETTS TURNPIKE AUTHORITY, scale: 1" = 20 feet date April , 1959," an attested copy of which is to be recorded with this order of taking in the Registry of Deeds for Suffolk County, at Boston.

One parcel of land included in this taking is registered land, and is shown on the plan hereinbefore referred to as Parcel No. 12; said land being registered in the Registered Land Office of the Registry of Deeds for Suffolk County, at Boston, as follows:

Parcel No.	Owner	Book	Page	Cert.No.
12	Frederick J. & Marjorie Magrath	309	148	62748

For damages sustained by persons in their property by reason of the aforesaid takings the following awards are made:

Parcel No.	Supposed Owner	Area-Sq.Ft.	Award
1	Francis J. & Patricia J. Murphy, Jr.	1200	\$1.00
2	Owner Unknown - Passageway	460	1.00
3	Anthony & Josephine Colacchio	900	1.00
4	Grazia DiMauro	900	1.00
5	Antonio Fabrizio	900	1.00

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Order of Taking No. 1 - City of Boston (East Boston) - Page 9.

Parcel No.	Supposed Owner	Area-Sq.Ft.	Award
6	Joseph & Vincenza LoMonaco	900	\$1.00
7	Salvatore & Crocifissa Bellanti	1950	1.00
8	Stanley J. Martini	2790	1.00
9	Josephine J. Butera	1000	1.00
10	Antonio Cali & Charles Cali	1000	1.00
11	Anthony A. & Elena DePeo	1000	1.00
12	Frederick J. & Marjorie Magrath	4959	1.00
13	Rocco & Mattia Beninati	1582	1.00
14	Francesco S. & Giuseppina Martiniello	1283	1.00
15	Robert Green, Trustee of Green Trust	1520	1.00
16	Robert Green, Trustee of Green Trust	1275	1.00
17	Noah Goldberg & Solomon Gobert Trustees of "J. Goldberg & Sons"	2244	1.00
18	Hyman Mason & Jeanne R. Goldstein	1340	1.00
19	Henry J. Shelley	1290	1.00
20	Sylvia M. Mandelstam	1290	1.00
21	Beatrice Slesinger	1290	1.00
22	Phoenix Mutual Life Insurance Company, a Connecticut Corporation	3098	1.00
AE-1	Francis J. & Patricia J. Murphy, Jr.	466	1.00
E-1	Owner Unknown - Decatur Street	2650	1.00
E-2	Owner Unknown - Meridian Street	4100	1.00

The names of owners herein given, although supposed to be correct, are such only as matters of opinion and belief.

Order of Taking No. 1 - City of Boston (East Boston) - Page 10.

The owners and/or occupants of land taken as aforesaid are hereby required to remove their personal property from the premises on or before the first day of June, 1959 (unless otherwise agreed upon).



13/5

A TRUE COPY ATTEST



ORDER OF TARIFF NUMBER :

~~7311~~[illegible]

Panel	Year	Survey's Owner
1	1971	Deutscher Akademischer Austauschdienst (DAAD)
2	1972	Deutscher Akademischer Austauschdienst (DAAD)
3	1973	Deutscher Akademischer Austauschdienst (DAAD)
4	1974	Deutscher Akademischer Austauschdienst (DAAD)
5	1975	Deutscher Akademischer Austauschdienst (DAAD)
6	1976	Deutscher Akademischer Austauschdienst (DAAD)
7	1977	Deutscher Akademischer Austauschdienst (DAAD)
8	1978	Deutscher Akademischer Austauschdienst (DAAD)
9	1979	Deutscher Akademischer Austauschdienst (DAAD)
10	1980	Deutscher Akademischer Austauschdienst (DAAD)
11	1981	Deutscher Akademischer Austauschdienst (DAAD)
12	1982	Deutscher Akademischer Austauschdienst (DAAD)
13	1983	Deutscher Akademischer Austauschdienst (DAAD)
14	1984	Deutscher Akademischer Austauschdienst (DAAD)
15	1985	Deutscher Akademischer Austauschdienst (DAAD)
16	1986	Deutscher Akademischer Austauschdienst (DAAD)
17	1987	Deutscher Akademischer Austauschdienst (DAAD)
18	1988	Deutscher Akademischer Austauschdienst (DAAD)
19	1989	Deutscher Akademischer Austauschdienst (DAAD)
20	1990	Deutscher Akademischer Austauschdienst (DAAD)
21	1991	Deutscher Akademischer Austauschdienst (DAAD)
22	1992	Deutscher Akademischer Austauschdienst (DAAD)
23	1993	Deutscher Akademischer Austauschdienst (DAAD)
24	1994	Deutscher Akademischer Austauschdienst (DAAD)
25	1995	Deutscher Akademischer Austauschdienst (DAAD)
26	1996	Deutscher Akademischer Austauschdienst (DAAD)
27	1997	Deutscher Akademischer Austauschdienst (DAAD)
28	1998	Deutscher Akademischer Austauschdienst (DAAD)
29	1999	Deutscher Akademischer Austauschdienst (DAAD)
30	2000	Deutscher Akademischer Austauschdienst (DAAD)
31	2001	Deutscher Akademischer Austauschdienst (DAAD)
32	2002	Deutscher Akademischer Austauschdienst (DAAD)
33	2003	Deutscher Akademischer Austauschdienst (DAAD)
34	2004	Deutscher Akademischer Austauschdienst (DAAD)
35	2005	Deutscher Akademischer Austauschdienst (DAAD)
36	2006	Deutscher Akademischer Austauschdienst (DAAD)
37	2007	Deutscher Akademischer Austauschdienst (DAAD)
38	2008	Deutscher Akademischer Austauschdienst (DAAD)
39	2009	Deutscher Akademischer Austauschdienst (DAAD)
40	2010	Deutscher Akademischer Austauschdienst (DAAD)
41	2011	Deutscher Akademischer Austauschdienst (DAAD)
42	2012	Deutscher Akademischer Austauschdienst (DAAD)
43	2013	Deutscher Akademischer Austauschdienst (DAAD)
44	2014	Deutscher Akademischer Austauschdienst (DAAD)
45	2015	Deutscher Akademischer Austauschdienst (DAAD)
46	2016	Deutscher Akademischer Austauschdienst (DAAD)
47	2017	Deutscher Akademischer Austauschdienst (DAAD)
48	2018	Deutscher Akademischer Austauschdienst (DAAD)
49	2019	Deutscher Akademischer Austauschdienst (DAAD)
50	2020	Deutscher Akademischer Austauschdienst (DAAD)

It is therefore

7391 183

Voted that said additional tunnel between Boston Proper and East Boston in the City of Boston be located as described herein and as described and shown on said plan; and that the Secretary-Treasurer of the Massachusetts Turnpike Authority be and hereby is instructed to file in the office of the County Commissioners of Suffolk County and in the office of the Clerk of the City of Boston certified copies of said plan, signed by at least a majority of the members of the Massachusetts Turnpike Authority attesting that the property as shown on said plan was taken for an additional tunnel between Boston Proper and East Boston in the City of Boston or as an easement in behalf of abutters in connection therewith, by the MASSACHUSETTS TURNPIKE AUTHORITY in accordance with the provisions of Chapter 598 of the Acts of 1958.

Dated at Boston this twenty-ninth day of April 1959.

William F. O'Sullivan
Chairman

Benjamin D. Grant
Vice Chairman

John P. Kew
Member

MASSACHUSETTS
TURNPIKE
AUTHORITY

April 30, 1959. At 10 o'clock & 31 mins. A.M. Rec'd. Ent'd. & Exam'd.-41

✓

4. ★ ★ ★

MASSACHUSETTS TURNPIKE AUTHORITY

Order of Taking No. 2
City of Boston (East Boston)
County of Suffolk
Tunnel

For the purpose of constructing, maintaining, repairing and operating an additional tunnel for vehicular traffic between Boston Proper and East Boston in the City of Boston, County of Suffolk, together with entrance plazas, buildings, and areas necessary for construction of said tunnel and for the operation of said additional tunnel and the existing vehicular tunnel under Boston harbor, sometimes called the "Sumner Tunnel" as one, the Massachusetts Turnpike Authority, a body politic and corporate, created by section three of Chapter 354 of the Acts of 1952 and as authorized and empowered

See
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by Chapter 598 of the Acts of 1958, does hereby take, under the provisions of Chapter 79 of the General Laws and Chapter 598 of the Acts of 1958, all of the land within the limits of the taking lines hereinafter described, including all trees and structures located thereon, situated in the East Boston section of the City of Boston, County of Suffolk, all of said land being taken in fee simple, the supposed owners thereof, shown on a plan hereinafter referred to, being set forth in the schedule of awards hereinafter contained.

The additional tunnel taking is for a portion of the additional tunnel to be constructed in the East Boston section of Boston and is more fully described as follows:

Beginning on the northwesterly side of Havre Street at a point 81 feet, more or less northeasterly of the northwesterly intersection of said Havre Street and Meridian Street as shown on a plan hereinafter mentioned, a copy of which is filed with this order of taking; thence running northeasterly along the northwesterly

Order of Taking No. 2 - City of Boston (East Boston) - Page 2.

side of Havre Street, a distance of 423 feet, more or less, to the northeasterly line of a 5 foot, more or less, passageway as shown on said plan; thence running northwesterly along the northeasterly line of said passageway, a distance of 50 feet, more or less, to land formerly of the City of Boston; thence running southwesterly by land formerly of the City of Boston, a distance of 24 feet, more or less, to Parcel No. 43 as shown on said plan; thence running northwesterly by land formerly of the City of Boston 6 feet, more or less, to a point; thence running southwesterly again by land formerly of said City, a distance of 76 feet, more or less, to Parcel No. 39 as shown on said plan; thence running northwesterly by land of the City of Boston and said Parcel No. 39, a distance of 5 feet, more or less, to a point; thence running southwesterly by land formerly of said City a distance of 183 feet, more or less, to a point; thence running southwesterly again by land formerly of said City, a distance of 22 feet, more or less, to a point at the northwesterly corner of Parcel No. 31 as shown on said plan; thence running southerly by land now of the Massachusetts Turnpike Authority, a distance of 20 feet, more or less, to a point; thence running westerly by the northerly end of a 5 foot passageway and also being by land of said Massachusetts Turnpike Authority, a distance of 5 feet, more or less, as shown on said plan; thence running southerly by land of the Massachusetts Turnpike Authority, said line also being along the westerly side of a 5 foot passageway, a distance of 136 feet, more or less, to the northwesterly side of Havre Street at the point of beginning.

The aforesaid taking for the location of an additional tunnel between Boston Proper and East Boston in the City of Boston is shown on a plan signed by John McCloskey, Assistant Chief Engineer, prepared by the Massachusetts Turnpike Authority, and on file in its office, said plan being entitled: "Plan for the location of an Additional Tunnel between Boston Proper and East Boston in the City of Boston (East Boston), Suffolk County as prepared by the MASSACHUSETTS TURNPIKE AUTHORITY scale: 1" = 20 feet, Date April 29, 1959," an attested copy of which is to be recorded with this order of taking in the Registry of Deeds for Suffolk County, at Boston.

One parcel of land included in these takings is registered land, and is shown on the plan hereinbefore referred to as Parcel No. 41; said land being registered in the Registered Land Office of the Registry of Deeds for Suffolk County, at Boston, as follows:

Order of Taking No. 2 - City of Boston (East Boston) - Page 3.

Parcel No.	Owner	Book	Page	Cert.No.
41	Incoronata DelVento	162	69	33269

For damages sustained by persons in their property by reason of the aforesaid taking the following awards are made:

Parcel No.	Supposed Owner	Area-Sq.Ft.	Award
23	Owner Unknown - Passageway	665	\$1.00
24	Noah Goldberg & Solomon Gobert, Trustees of "J. Goldberg & Sons"	1274	1.00
25	Owner Unknown - Passageway	200	1.00
26	Adolf & Rita Bruno	468	1.00
27	Salvatore Maffei, Trustee of M. & M. Realty Trust	747	1.00
28	Guy F. & Mary Lalicta	944	1.00
29	Anthony & Evelyn M. Pascucci	980	1.00
30	Thomasina DiPietro	1060	1.00
31	Josephine Fulchini	2499	1.00
32	Michele & Mary Iannaccone	2440	1.00
33	Salvatore Muccio et als	2346	1.00
34	Alfonsina DeMeo	2252	1.00
35	Giuseppe & Olimpia Pascucci	2159	1.00
36	Gaetano Spina	2065	1.00
37	Salvatore & Mary Mancuso	1971	1.00
38	Louis & Mary Louise D'Avella	1879	1.00
39	Owner Unknown - Passageway	176	1.00
40	Domenic A. & Noreen Iacovino	1256	1.00
41	Incoronato DelVento	1200	1.00
42	Maria Cataldo	1152	1.00

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Order of Taking No. 2 - City of Boston (East Boston) - Page 4.

Parcel No.	Supposed Owner	Area-Sq. Ft.	Award
43	Walter L. Collins, Trustee	1093	1.00
44	James Francis & Jeannette C. Cleary	950	1.00
45	Owner Unknown - Passageway	250	1.00

The names of owners herein given, although supposed to be correct, are such only as matters of opinion and belief.

The owners and/or occupants of land taken as aforesaid are hereby required to remove their personal property from the premises on or before the first day of June, 1959 (unless otherwise agreed upon).

It is therefore

Voted, that a portion of said additional tunnel between Boston Proper and East Boston in the City of Boston be located as described herein and as described and shown on said plan; and that the Secretary-Treasurer of the Massachusetts Turnpike Authority be and hereby is instructed to file in the office of the County Commissioners of Suffolk County and in the office of the Clerk of the City of Boston certified copies of said plan, signed by at least a majority of the members of the Massachusetts Turnpike Authority attesting that the location for the additional tunnel as shown on said plan was taken as and for an additional tunnel between Boston Proper and East Boston in the City of Boston by the MASSACHUSETTS TURNPIKE AUTHORITY in accordance with the provisions of Chapter 598 of the Acts of 1958.

Order of Taking No. 2 - City of Boston (East Boston) - Page 5.

Dated at Boston this twenty-ninth day of April, 1959.

William F. Polash Chairman MASSACHUSETTS
Benjamin V. Gant Vice Chairman TURNPIKE
John R. Kewen Member AUTHORITY

April 30, 1959. At 10 o'clock & 34 mins. A.M. Rec'd. Ent'd. & Exam'd.-42

29



Bk: 42021 Pg: 1 Doc: DED
Page: 1 of 22 06/22/2007 02:51 PM

CENTRAL ARTERY CORRIDOR

DEED

The Commonwealth of Massachusetts, acting by and through its DEPARTMENT OF HIGHWAYS ("MHD"), pursuant to M.G.L. c. 81A (as the same may have been amended from time to time, "Chapter 81A"), for consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, transfers, conveys and assigns to the MASSACHUSETTS TURNPIKE AUTHORITY ("MTA"), a Massachusetts body politic and corporate, having an office and usual place of business at 10 Park Plaza, Boston, Massachusetts, 02116, without covenants, all of MHD's right, title and interest in and to certain land (the "Land"), together with all state highway elements, buildings, utilities, and all other structures and all related appurtenances located thereon and now owned by MHD (the "State Improvements"), situated in the city of Boston, Suffolk County, Commonwealth of Massachusetts, and generally located within or near the so-called Central Artery corridor bounded by Kneeland Street to the south, portions of Atlantic Avenue, Cross Street, Endicott Street and North Washington Street to the east, portions of the Surface Artery (John F. Fitzgerald Surface Road), Purchase Street, Blackstone Street and Haverhill Street to the west, and Causeway Street to the north and comprising a portion of the "Central Artery" (as that term is defined in Chapter 81A), the Land being more particularly bounded and described in Exhibit A attached hereto and incorporated by reference.

The Land and the State Improvements are hereby granted, transferred, conveyed and assigned together with all rights, easements and privileges appurtenant to or benefiting the same, including, without limitation, all air rights and subsurface rights, all utility easements acquired in connection with such portion of the Central Artery, and all improvements thereon (all such rights, the Land and State Improvements are hereinafter collectively referred to as the "Property"). Also included as a part of this conveyance is all of MHD's right, title and interest in and to any improvements constructed on any land owned by MTA which is adjacent to or abutting the Land in the vicinity of the Sumner and Callahan tunnels.

I. Conditions

This conveyance is made subject to:

(1) a temporary easement retained hereby by MHD on, under and within the Land for all purposes necessary in connection with the construction of the State Improvements and a new surface street and sidewalk network and related appurtenances within the Land (the "City Streets") on behalf of the City of Boston (the "City"), which temporary easement consists of: (a) the right to enter upon and use the Land for any purposes that MHD deems necessary or desirable in connection with such purposes; and (b) the right to locate and/or relocate utility facilities in, on and under the Land, and which temporary easement shall automatically terminate without the need for any further action or writing by MHD, the MTA or any third party, upon the completion of all Central Artery construction activities in, on, or under the Land, as evidenced by MHD's issuance of all Certificates of Completion of Work for each construction contract encompassing work on any portion of the Land. MHD hereby covenants and agrees with

B3279643.13

1

Attested hereto
Francis M. Roache
Francis M. Roache
Register of Deeds
Suffolk District

After recording, return to:
Sarah H. Broughel, Esq.
Choate Hall & Stewart
Two International Place
Boston, MA 02110

Central Artery Corridor, Sundry parcels

MTA to record with the Suffolk County Registry of Deeds and file with the Suffolk Registry District of the Land Court within thirty (30) days following the issuance of all such Certificates of Completion of Work referenced above a certificate substantially in the form attached hereto to as Exhibit B, the recording and filing of which shall be conclusive evidence that the temporary easement retained by MHD pursuant to the provisions hereof has terminated and is of no further force or effect;

(2) an easement for public way purposes reserved to the City in all portions of existing public ways that are located within the Land as of the date of this Deed, arising under some or all of the documents set forth in Exhibit C, and as described in the June 10, 1992 Land Disposition Agreement (the "Land Disposition Agreement") by and between the City of Boston and MHD, recorded in the Suffolk County Registry of Deeds at Book 17586, Page 1 (the "Public Way Easement"), which Public Way Easement shall remain in effect until such time as MHD provides the City with a replacement public way easement pursuant to paragraph A(3) below, whereupon the Public Way Easement shall be extinguished in accordance with the terms of said Land Disposition Agreement;

(3) the right of MHD, for no additional consideration, to: (a) lay out the City Streets on behalf of the City in accordance with the authority set forth in M.G.L. c. 81 ("Chapter 81"); and (b) acquire by eminent domain, in behalf of the City, an easement for public way purposes within those portions of the Land upon which the City Streets are built (the "Replacement Easement"), thereby permitting the City, to own, use and enjoy the City Streets for all purposes for which streets and ways are used in the City of Boston, including, without limitation, rights which facilitate the public way for travel or passage and promote the safety or comfort of those who travel, and the right to install utilities in, on, along, under and upon such public ways, subject, however, to the rights of the MTA to own, operate, maintain, repair, replace and police the State Improvements. Such layout and Replacement Easement shall be set forth in a layout instrument and plan (the "City Layout") prepared by MHD with the cooperation of the MTA, and shall be subject to the prior approval of the Chairman of the MTA. MHD and MTA shall locate the Replacement Easement outside the boundaries of the parcels shown on Exhibit D. MHD shall execute and thereafter record the City Layout with the Suffolk County Registry of Deeds and file the City Layout with the Suffolk Registry District of the Land Court as soon as practicable after the date of this Deed; provided, however that, pursuant to Section 7A of Chapter 81, the City Layout shall provide that such Replacement Easement shall not vest in the City until such time as the City Streets shall be completed by MHD, and that at such time the Public Way Easement shall be extinguished. Thereafter, MHD shall, at MTA's request, record with the Suffolk County Registry of Deeds and/or file with the Suffolk Registry District of the Land Court evidence reasonably satisfactory to MTA that the City Streets have been completed; and

(4) such rights of third parties, including, without limitation, such rights as are set forth in the documents referred to in Exhibit C attached hereto, insofar as the same are in force and effect.

(5) the obligation to comply with Federal law as outlined in Title 23 of the United States Code and Title 23 of the Code of Federal Regulations, as the same may be amended from time to time. By acceptance of this instrument, MTA acknowledges,

covenants and agrees that it will comply with such laws, including, without limitation, the following provisions:

(a) the Property is subject to laws and regulations applicable to Federal-aid highway projects, including, without limitation: (i) 23 CFR 710.401 to 710.409 (Subpart D) (2006), as the same may be amended; and (ii) the requirement to obtain the approval of the Federal Highway Administration prior to the revision of any of the access control provisions along the State highway;

(b) any non-highway use of the Property, including the transfer of airspace to any entity for development purposes and any agreement proposed to be executed pursuant to 23 CFR 710.405 (2006), as the same may be amended, is subject to the prior written approval of the Federal Highway Administration; and

(c) the Federal share of net income generated from any non-highway use of the Property shall be used for activities within the limits of the Metropolitan Highway System as defined in Chapter 81A that are eligible for funding under Title 23 of the United States Code, as the same may be amended.

II. Title

MHD's title to the Land is derived under several instruments recorded with the Suffolk County Registry of Deeds and, as necessary, filed with the Suffolk Registry District of the Land Court, including, without limitation, those described on Exhibit C hereto. For MHD's title to portions of the Land comprised of registered land, see certificates of title listed on Exhibit A hereto.

{Signature Page Follow}

IN WITNESS WHEREOF, the undersigned has cause this instrument to be duly executed as a sealed instrument as of the 22nd day of June, 2007.

APPROVED AS TO FORM:

THE COMMONWEALTH OF
MASSACHUSETTS,
acting by and through its
DEPARTMENT OF HIGHWAYS

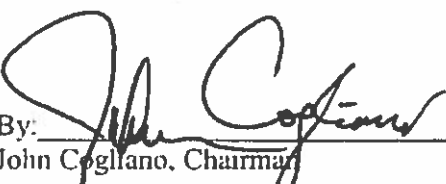


General Counsel
Executive Office of Transportation

By: 


Luisa Palewonsky, Commissioner

ACCEPTED BY THE
MASSACHUSETTS TURNPIKE
AUTHORITY:

By: 

John Cogilano, Chairman

APPROVED BY THE
EXECUTIVE OFFICE OF TRANSPORTATION
AND PUBLIC WORKS:

By: 

Bernard Cohen, Secretary

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 21st day of June, 2007, before me, the undersigned notary public, personally appeared John Cogliano, Chairman of the Massachusetts Turnpike Authority, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☒ personal knowledge of the undersigned.

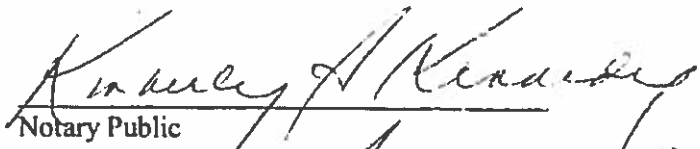

Notary Public
My commission expires: August 16, 2007

Exhibit A

The Land is comprised of all of MHD's right, title and interest in and to the following land and the State Improvements thereon:

1. The land located within the State highway location described and shown in MIID State Highway Layout No. 7737 ("MHD Layout 7737"), recorded and filed contemporaneously herewith, said layout plan being entitled "The Commonwealth of Massachusetts Plan of Road in the City of Boston Suffolk County Laid Out as a State Highway by the Department of Highways to be Conveyed to the Massachusetts Turnpike Authority, Scale: 40 Feet to the Inch Except As Noted", dated June 20, 2007 prepared by Karen D. Patneau (the "Plan"), recorded and filed with MHD Layout 7737;

2. The parcels located outside of MHD Layout 7737 owned in fee by MHD shown as F-1, F-2, F-3, F-4, F-5 and F-6 on the Plan; and

3. The parcels located outside of MHD Layout 7737 in which MHD has an interest shown as E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13, E-14 and E-15 on the Plan.

Also included as a part of this conveyance is all of MHD's right, title and interest in and to the following utility and public access easements located outside the limits of MHD Layout 7737, which are not shown on the Plan but are more particularly described in the following documents and are shown on plans recorded with such documents:

Book/Page	Document Name and Recording Date	Easement Parcel Nos.	Specific Easement Type
19448/144	Easement Supplement Recorded: November 18, 1994	73-U-1 73-WM-1 73-D-1 Utility Corr. No. 1	Gas Water Main Storm Drain Water Main and Gas Main <i>Kneeland St South St.</i>
17460/165	Easements Recorded: May 7, 1992	75-U-11 75-U-12	Telephone Telephone <i>Bowley St</i>
17460/159	Easements Recorded: May 7, 1992	74-U-9 74-U-10	Gas, Telephone, and Electrical Gas, Telephone, and Electrical <i>India St</i>
19845/339	Easements Recorded: June 28, 1995	74-U-39 74-U-45	Gas, Telephone, and Electrical Gas <i>EAST India Row</i>
18219/172	Easements Recorded: May 13, 1993	74-U-13 74-U-14 74-U-26	Gas, Telephone, and Electrical Electrical Telephone <i>Clinton St</i>
18906/166	Easements Recorded: March 3, 1994	74-U-27 74-U-28 74-U-33 74-U-34	Gas, Telephone, and Electrical Gas, Telephone, and Electrical Electrical Gas and Telephone <i>Clinton Surface</i>
19167/133	Easements Recorded: June 30,	74-U-17 74-U-36	Electrical Electrical <i>Purchase St</i>

Book/Page	Document Name and Recording Date	Easement Parcel Nos.	Specific Easement Type
	1994	74-U-37 74-D-3 74-WM-1 74-SS-1 74-SS-2	Electrical Storm Drain Water Main Sanitary Sewer Sanitary Sewer <i>Purchase st</i>
19736/246	Confirmatory Order of Taking Recorded: May 3, 1995	74-U-41 74-PAE-1 74-PAE-2 74-PAE-3 74-PAE-4	Gas Public access Public access Public access Public access <i>GAS Indian Row</i>
21391/012	Easements Recorded: May 8, 1997	75-U-4 75-U-5 75-U-6 (portion) 75-U-7 (portion)	Cable, Gas, Electrical, and Telephone Gas Cable Cable <i>COOPER STILLMAN</i>
21510/196 <i>PL 2474-232</i>	Easements Recorded: June 27, 1997	75-U-2 75-U-3	Electrical Cable, Electrical, and Telephone <i>NORTH ALTON</i>
21645/153	Easements Recorded: August 14, 1997	75-U-8 75-U-16 75-D-2	Western Union Telephone Storm Drain <i>ANTHONY VALENTI WAY CAUSEWAY</i>
21663/229	Easement Recorded: August 21, 1997	75-U-17	Cable and Telephone <i>CROSS / ENDICOTT</i>
21708/147	Easements Recorded: September 4, 1997	75-U-15 75-D-1	Gas Storm Drain <i>NORTH ST. CLINTON ST</i>
22209/137	Easement Recorded: March 3, 1998	75-U-18	Electric and Telephone <i>ANTHONY VALENTI WAY</i>
19622/331	Easements Recorded: March 1, 1995	74-U-1 74-U-2 74-U-3 74-U-29 74-U-31 74-U-32 75-U-35 75-D-2	Steam and Electric Electric Electric Steam Electric Electric Steam Storm Drain <i>ATLANTIC AVE SURFACE RD</i>
20402/284	Easements Recorded: March 7, 1996	74-PAE-5 ¹ 74-PAE-6 74-PAE-7	Public access Public access Public access <i>ATLANTIC</i>

The conveyance of the Land is subject to the provisions of the Deed to which this Exhibit A is attached.

see also confirmatory OOT recorded herewith

¹ A portion of this easement is located within the State highway location.

The portion of the premises consisting of parcels 75-6, 75-10, and 75-11 included in MHD Layout 7737 is comprised of the following parcels of registered land:

<u>Owner</u>	<u>Land Court Plan</u>	<u>Certificate of Title No.</u>	<u>Reg. Book</u>	<u>Page</u>
Commonwealth of Massachusetts	21978-A	103171	511	171
Commonwealth of Massachusetts	10361-A	103170	511	170
Commonwealth of Massachusetts	27094-A	103172	511	172

The portion of the premises consisting of parcel 73-E-4 shown as Easement Area B on MHD Layout 7737 in which an easement is being transferred is within the following parcel of registered land:

<u>Owner</u>	<u>Land Court Plan</u>	<u>Certificate of Title No.</u>	<u>Reg. Book</u>	<u>Page</u>
Federal Reserve Bank of Boston	37295-A	92294	457	94

Said easement was acquired pursuant to Document No. 518492 noted on said Certificate of Title No. 92294.

Exhibit B

FORM OF CERTIFICATE AND RELEASE OF TEMPORARY EASEMENT

Reference is hereby made to that certain Deed – Central Artery Corridor, granted by the Commonwealth of Massachusetts Department of Highways ("MHD") to the Massachusetts Turnpike Authority, dated as of June 20, 2007, and recorded with the Suffolk County Registry of Deeds in Book _____, Page _____, and filed with the Suffolk Registry District of the Land Court as Document No. _____ (the "Deed"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Deed.

Pursuant to the provisions of Section I(1) of the Deed, MHD hereby certifies the following:

- A. All construction activities in, on, and under the Land have been completed;
- B. MHD has issued all Certificates of Completion of Work for each construction contract encompassing any portion of the Land.

MHD hereby releases all of its right, title, and interest in and to, and terminates, the temporary easement retained by MHD pursuant to the provisions of Section I(1) of the Deed.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as a sealed instrument as of the _____ day of _____, 20__.

THE COMMONWEALTH OF
MASSACHUSETTS,
acting by and through its
DEPARTMENT OF HIGHWAYS

Name:

Title:

[See next page for acknowledgement]

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss _____, 20__

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared the above-named Commissioner of the Department of Highways, whose name is signed on the preceding document and acknowledged to me that she signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☐ personal knowledge of the undersigned.

Notary Public
My commission expires:

Exhibit C

Instruments

Deed dated December 16, 1952 recorded in Book 6839 at Page 323

Layout No. 6975 dated May 25, 1994 recorded in Book 19138 at Page 318

Grant of Easements dated August 8, 1994 and filed as Document No. 518492

Layout No. 7244 dated August 17, 1994 recorded in Book 19669 at Page 046

Layout No. 6976 dated February 22, 1995 recorded in Book 19622 at Page 331

Layout No. 7288 dated April 26, 1995 recorded in Book 19762 at Page 037

Layout No. 7314 dated April 17, 1996 recorded in Book 20497 at Page 276

Layout No. 7347 dated May 27, 1998 recorded in Book 22575 at Page 001

Layout No. 6977 dated August 1, 2001 recorded in Book 26940 at Page 093

✓ sh. 81

Layout No. 6974 dated July 17, 2002 recorded in Book 29038 at Page 210

Layout No. 7692 dated July 24, 2002 recorded in Book 29038 at Page 198

Layout (Alteration) No. 7692 dated May 21, 2003 recorded in Book 19762 at Page 37

Layout No. 7996 dated April 12, 2006 recorded in Book 29038 at Page 198

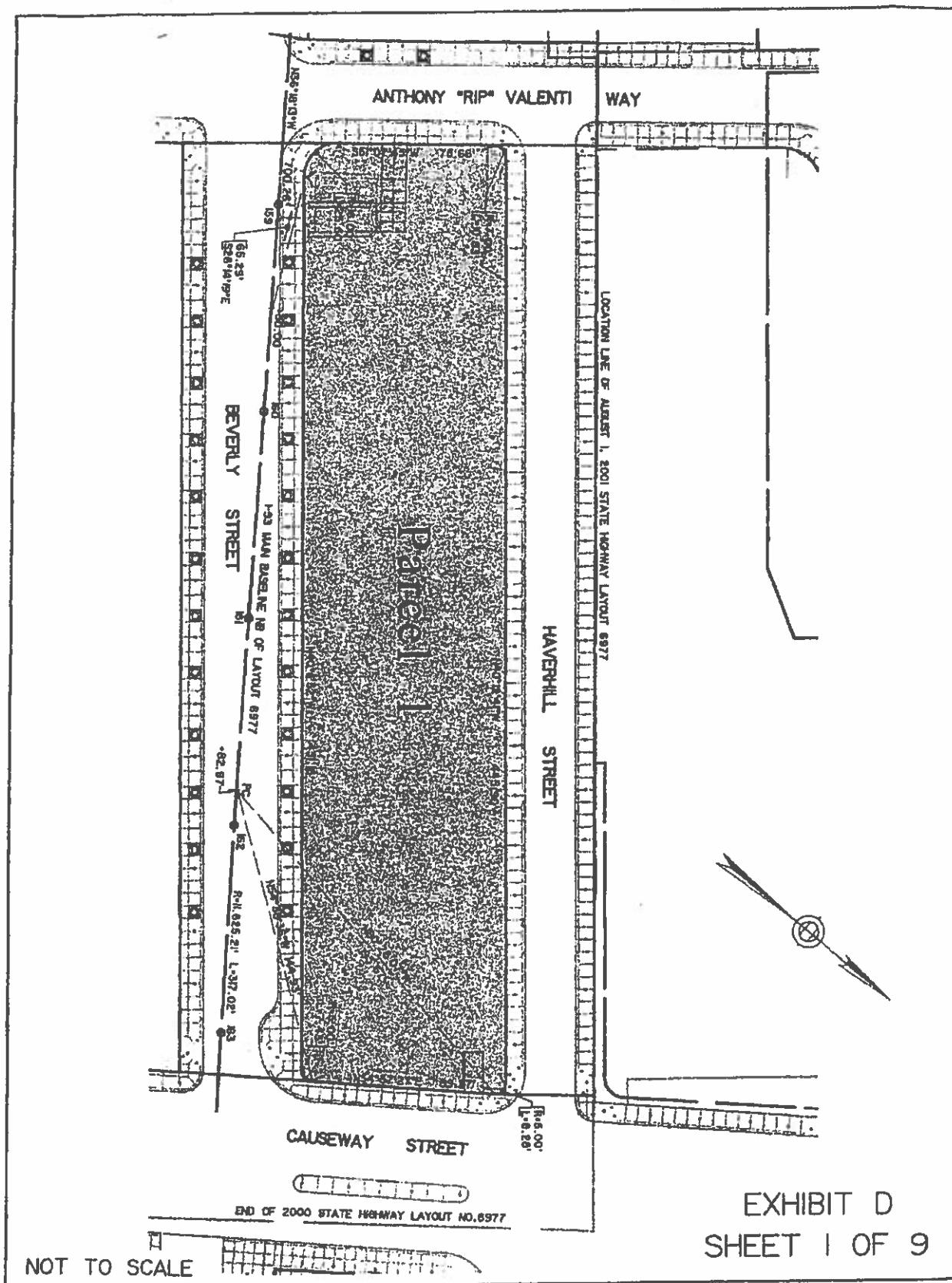
Layout No. 7737 dated June 20, 2007, and recorded and filed contemporaneously herewith

For the source of title to the utility and public access easements included in this conveyance, see the listing included as a part of Exhibit A to this Deed.

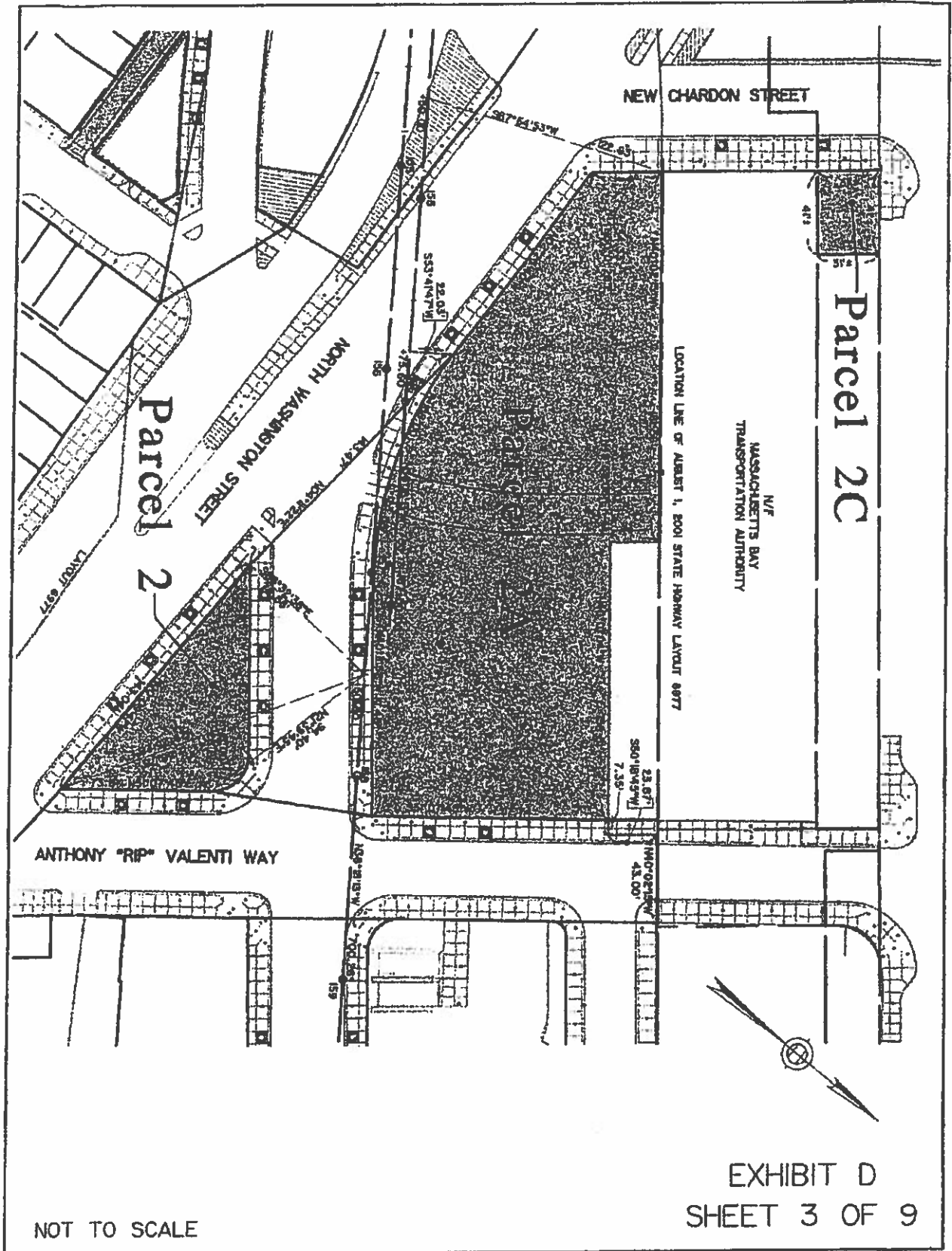
Exhibit D

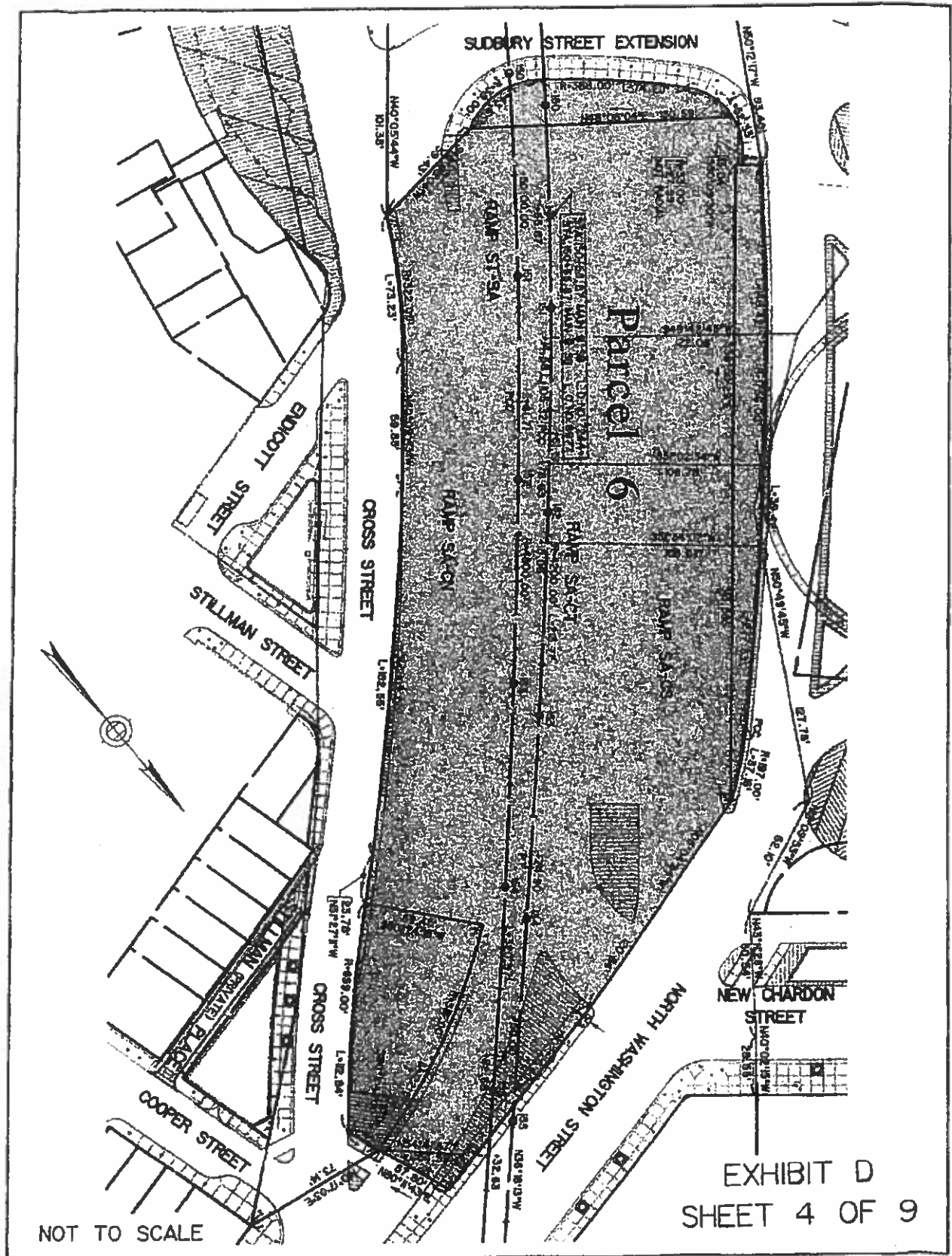
**PLANS SHOWING PARCELS INTENDED TO BE EXCLUDED FROM LOCATION OF
REPLACEMENT EASEMENT**

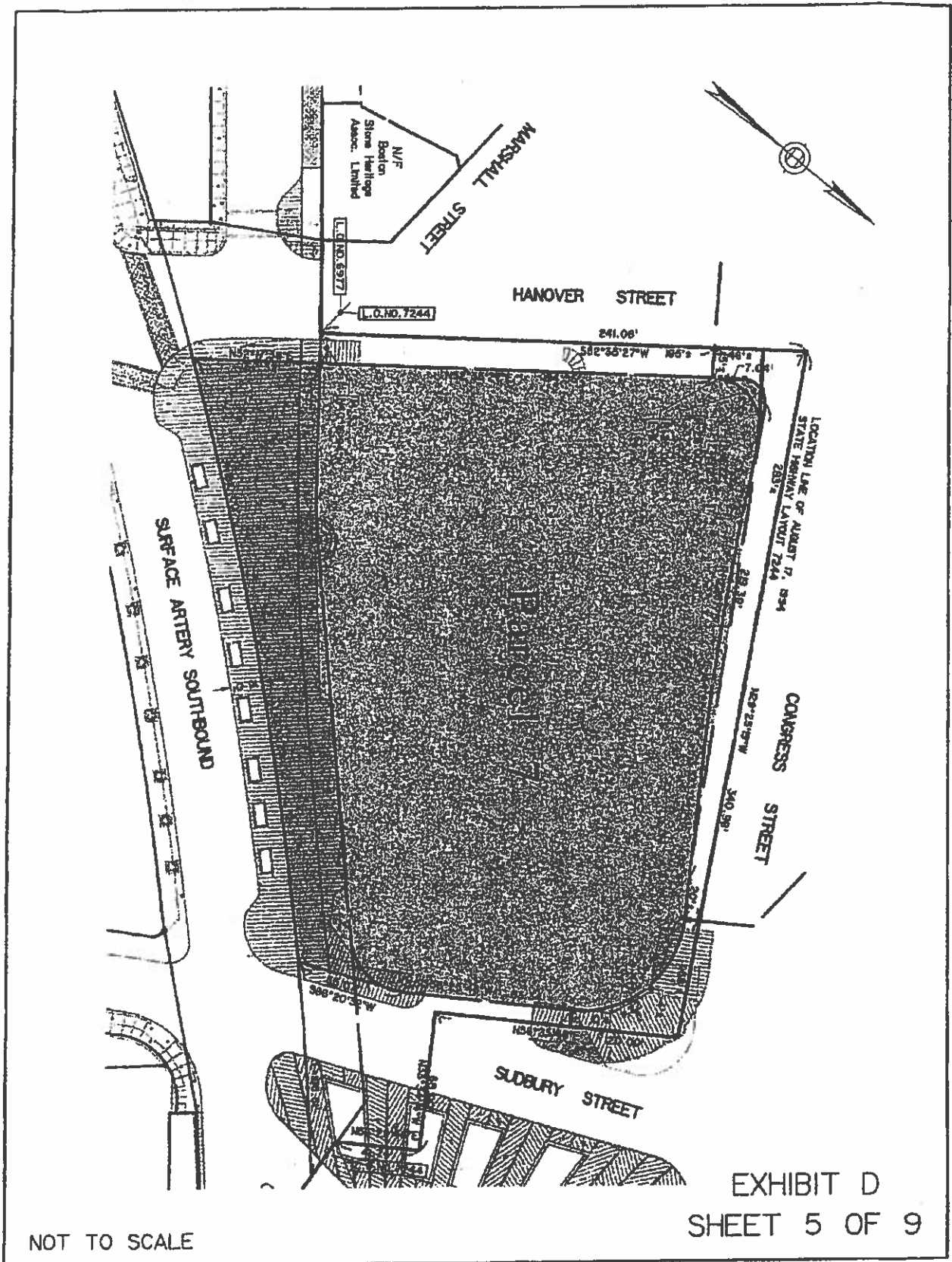
These plans show the Central Artery Corridor development parcels and ramp parcels, which are depicted by the shaded areas and are not intended to include the adjacent sidewalk areas or crosswalks also shown on these plans.

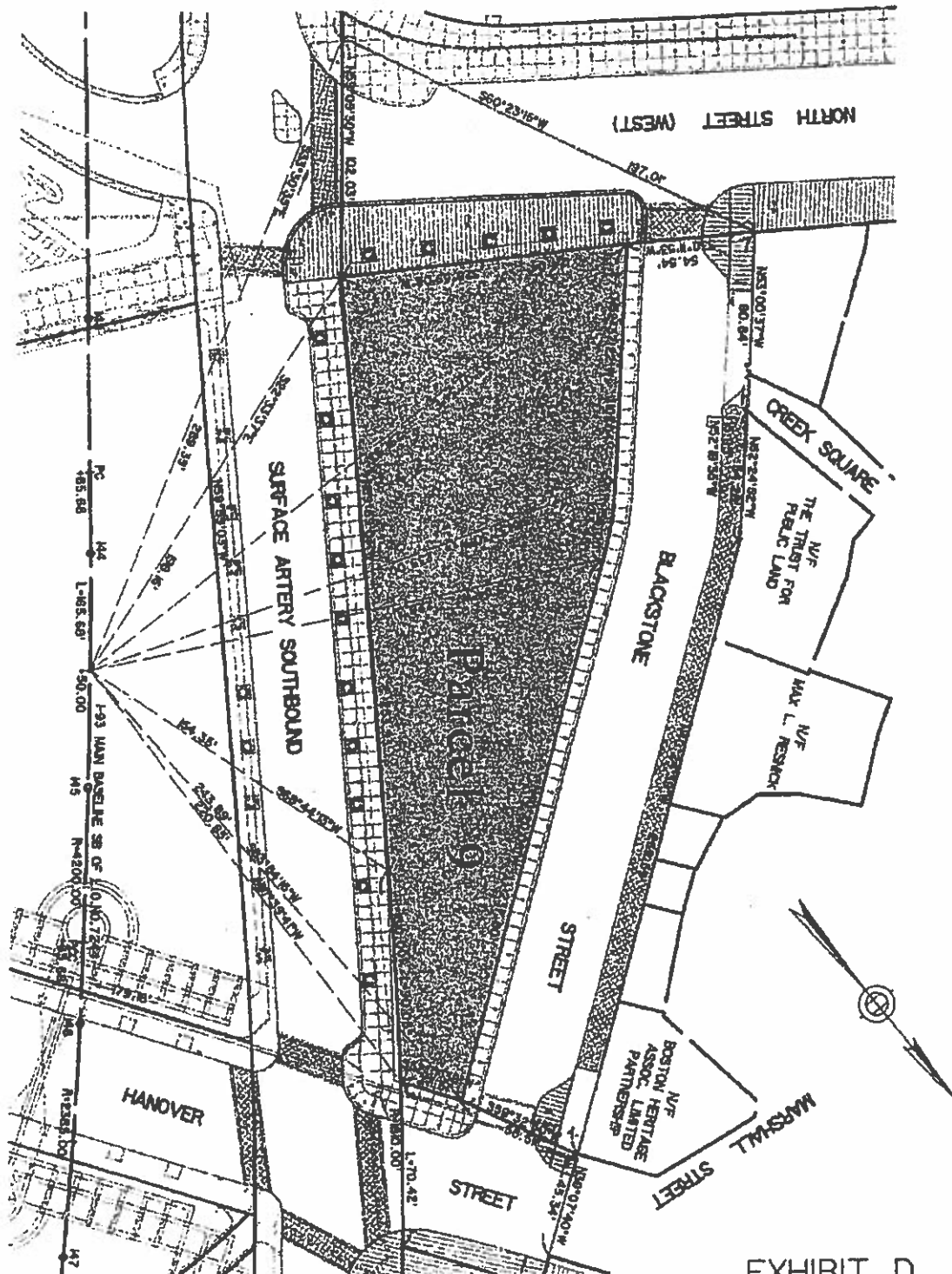






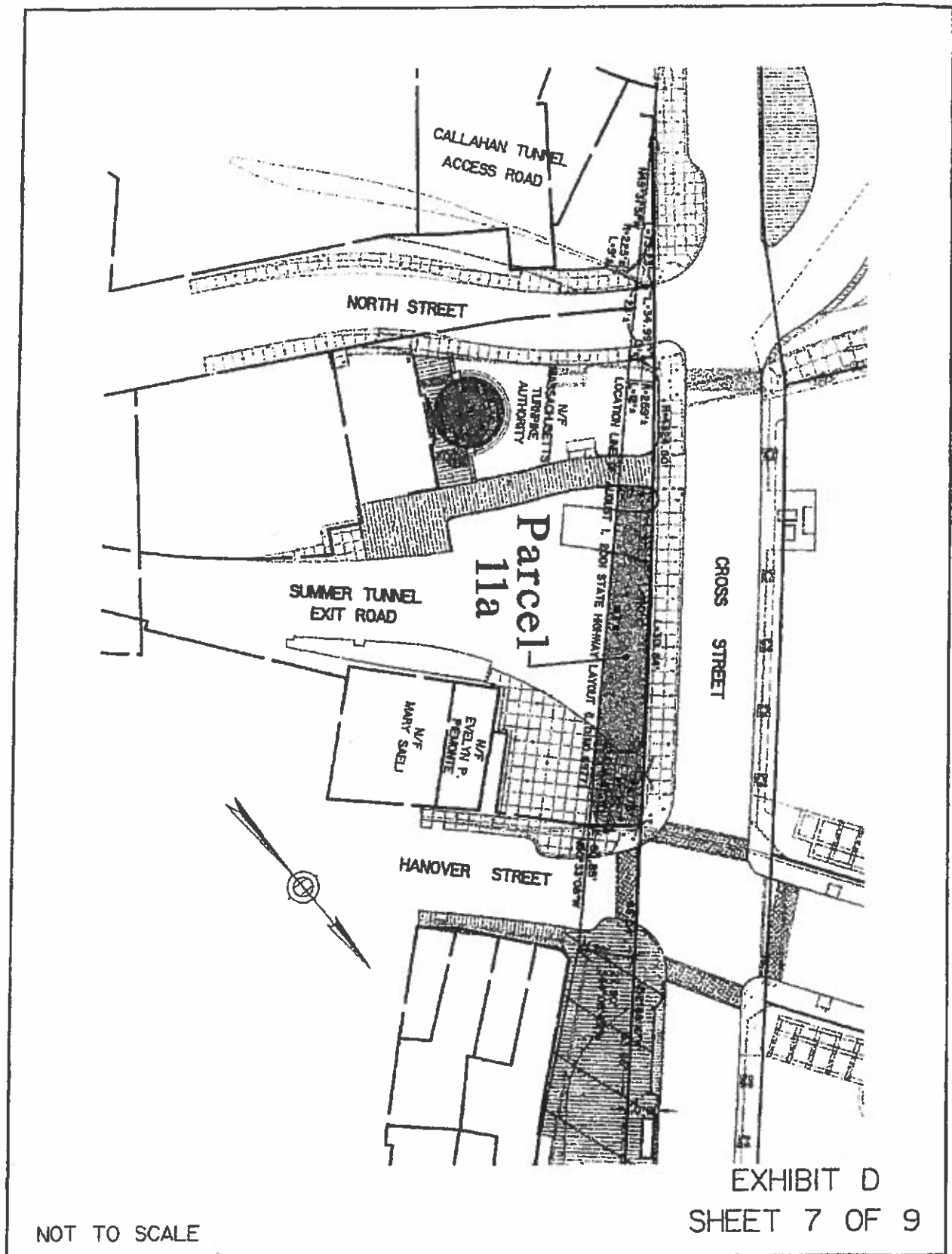




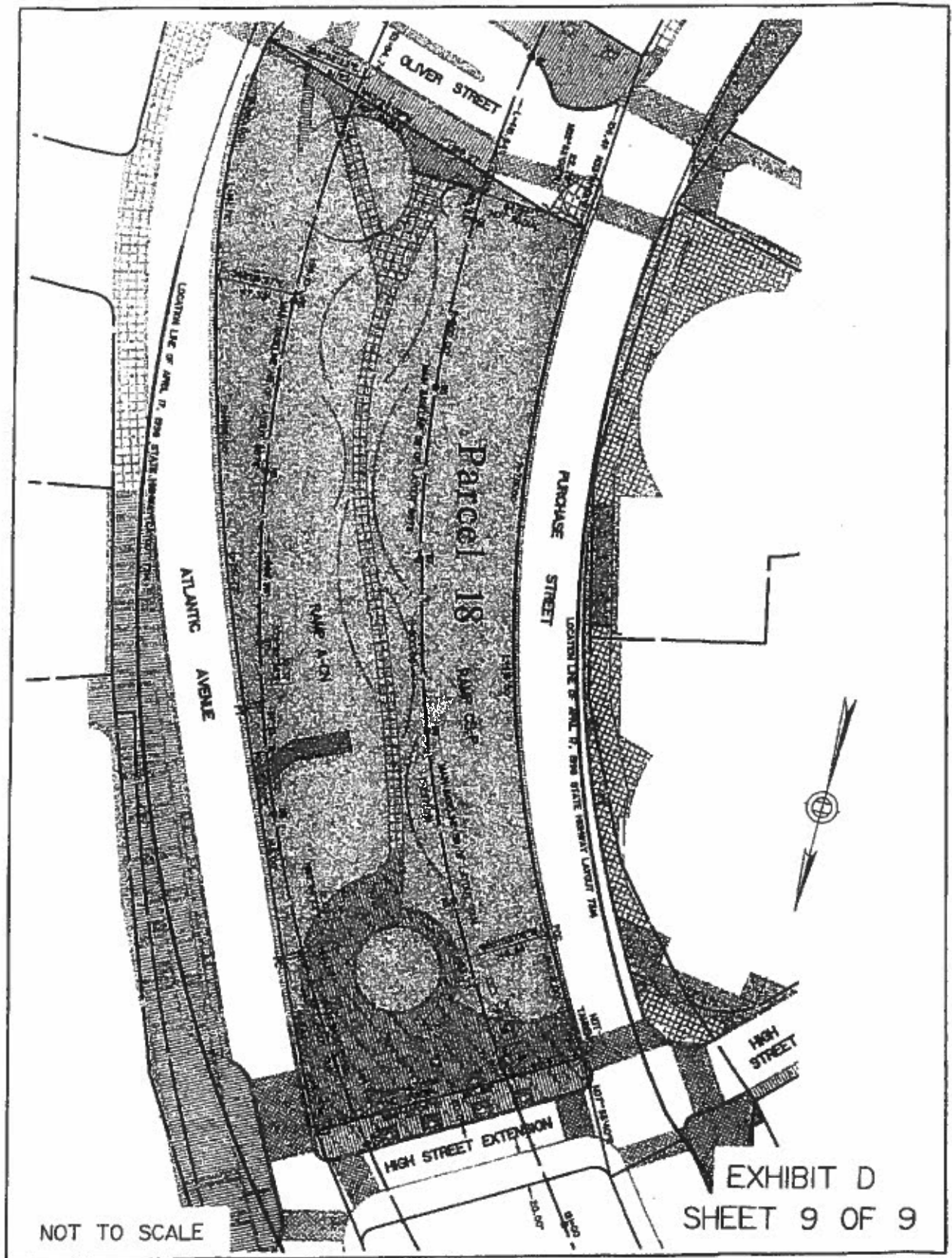


NOT TO SCALE

EXHIBIT D
SHEET 6 OF 9







**THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE SECRETARY**

BOSTON

DEED

DATED: 6/22/07

RECORDED

BOSTON

I hereby certify that at the date of this attestation hereto annexed, and according to the records of this office, Luisa Paiewonsky is the Commissioner, Department of Highways, duly appointed and qualified and that to her acts and attestations, as such, full faith and credit are and ought to be given in and out of Court, and further, that her signature to the annexed instrument is genuine.

In testimony of which I have hereunto affixed the GREAT SEAL of the COMMONWEALTH on the date below written.



William Francis Galvin

Secretary of the Commonwealth

JUN 21 2007

Date

42020-301

29P.

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HIGHWAYS



2007 00071143

Bk: 42020 Pg: 301 Doc: OOT
Page: 1 of 29 08/22/2007 02:51 PM

-0000000-

BOSTON
Layout No. 7737
Confirmatory Layout

WHEREAS, the Massachusetts Department of Highways, acting on behalf of the Commonwealth of Massachusetts, (the "Highway Department") did, under various State highway layouts and alterations identified in Exhibit A hereto (collectively, the "Layouts"), lay out and establish a location for a limited access State highway commonly known as the Central Artery in the City of Boston, County of Suffolk, said highway being a portion of Interstate Route 93 (I-93) located generally between Kneeland Street and Causeway Street, which Layouts have been recorded in the Registry of Deeds for Suffolk County as noted on Exhibit A hereto; and

WHEREAS, the Highway Department is completing the reconstruction and depression of said State highway into subsurface tunnels as part of the Central Artery (I-93)/Tunnel (I-90) Project; and

WHEREAS, pursuant to Section 12 of Chapter 81A of the General Laws, the Highway Department is authorized and directed to transfer said State highway to the Massachusetts Turnpike Authority (hereinafter "MTA"), which highway is a portion of the "central artery" as defined in said Chapter 81A; and

WHEREAS, in order to facilitate said transfer, the Highway Department desires to (1) collectively describe in this confirmatory layout the boundaries of said State highway location as established by the Layouts, (2) supersede the Layouts by adopting, recording and filing this confirmatory layout, and (3) confirm the Commonwealth's title to the property interests located within and adjacent to said State highway location that are to be transferred to the MTA along with the State highway.

NOW, THEREFORE, the Highway Department hereby confirms that, acting under the provisions of Chapter 81 of the General Laws and all other general or special laws thereto enabling, (1) the Highway Department has laid out and taken charge of said State highway, with limited

Attested here to

Juanita M. Roache
Francis M. Roache
Register of Deeds
Suffolk County

Plan

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Book 2007

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sh. 6

After recording, return to:
MassHighway
Right of Way Bureau
10 Park Plaza
Boston, MA 02116

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access provisions, pursuant to the Layouts as hereinafter described and shown on the plan hereinafter referred to and recorded herewith (the "Plan"), (2) the Highway Department is the owner in fee simple of the land located within the State highway location hereinafter described except for those certain areas within the State highway location identified below in which the Highway Department acquired highway easements, (3) the Highway Department is the owner of certain land in fee simple (Parcels F-1 to F-6 shown on the Plan) and is the holder of certain easements in land (Parcels E-1 to E-15 shown on the Plan) located outside and adjacent to said State highway location as hereinafter described and shown on the Plan, and (4) the Highway Department is the holder of certain utility and public access easements located outside and adjacent to said State highway location as hereinafter described.

This confirmatory layout restates in Sections 1 and 2 below the location lines of the State highway location established by the Layouts between Kneeland Street (southerly side) and Causeway Street (northerly side).

The main baseline northbound ("NB") used for the following description of the State highway location begins at a point shown on the Plan as station 83+00.00 and extends thence northeasterly by a curve to the left having a radius of 3,300.00 feet and an arc length of 125.00 feet to a point shown on the Plan as station 84+25.00 back; then begins again at a point shown on the Plan as station 84+21.86 ahead, said point bearing north $67^{\circ}16'14''$ west (radial to both the curve back and to the curve ahead) and 1.00 feet distant from said station 84+25.00 back and extends northerly by a curve to the left having a radius of 3,299.00 feet and an arc length of 171.28 feet; thence north $19^{\circ}45'17''$ east 1013.27 feet; thence northerly by compound curves to the right as follows: a radius of 4,200.00 feet, an arc length of 150.00 feet; a radius of 1,800.00 feet, an arc length of 100.00 feet; a radius of 850.00 feet, an arc length of 366.00 feet; a radius of 1,800.00 feet an arc length of 100.00; and a radius of 4,200.00 feet, an arc length of 150.00 feet; thence north $54^{\circ}53'03''$ east 467.39 feet; thence northeasterly by compound curves to the left as follows: a radius of 4,200.00 feet, an arc length of 150.00 feet; a radius of 1,800.00 feet, an arc length of 100.00 feet; a radius of 800.00 feet, an arc length of 860.96 feet; a radius of 1,800.00 feet, an arc length of 100.02 feet; and a radius of 4,200.00, an arc length of 149.87 feet; thence north $17^{\circ}14'07''$ west B3291362.7

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665.74 feet; thence northwesterly by compound curves to the left as follows: a radius of 4,212.00 feet, an arc length of 144.22 feet; a radius of 1812.00 feet, an arc length of 101.95 feet; and a radius of 962.00 feet an arc length of 172.44 feet to a point shown on the Plan as station 133+85.00 back; then beginning again at a point shown on the Plan as station 133+85.00 ahead, said point bearing south $57^{\circ}18'32''$ west (radial to both the curve back and to the curve ahead) and 12.00 feet distant from said station 133+85.00 back and extends thence northerly by compound curves to the left as follows: a radius of 950.00 feet, an arc length of 290.50 feet; a radius of 1,800.00 feet, an arc length of 97.29 feet and a radius of 4,200.00 feet, an arc length of 148.24 feet; thence north $55^{\circ}19'50''$ west 479.61 feet; thence northwesterly by compound curves to the right as follows: a radius of 4,800.00, an arc length of 249.11 feet, a radius of 2,400.00 feet, an arc length of 511.96 feet, and a radius of 4,800.00 feet, an arc length of 320.97 feet; thence north $36^{\circ}18'13''$ west 700.29 feet; thence by a curve to the left having a radius of 11,625.21, an arc length of 317.03 feet to the point of ending thereof, shown on the Plan as station 165+00.00.

The main baseline southbound ("SB") used for the following description of the State highway location begins at a point shown on the Plan as station 82+88.76 and extends thence north $10^{\circ}49'20''$ east 183.53 feet; thence northerly by a curve to the right having a radius of 5,500.00 feet, an arc length of 73.03 feet; thence north $11^{\circ}34'58''$ east 171.89 feet; thence northeasterly by a compound curve to the right as follows: a radius of 4,100.00 feet, an arc length of 55.60 feet; a radius of 1,688.00 feet, an arc length of 98.69 feet; a radius of 690.13 feet, an arc length of 550.12 feet; a radius of 1,690.00 feet, an arc length of 148.73 feet; a radius of 3,199.99 feet, an arc length of 244.08 feet; thence north $70^{\circ}47'39''$ east 112.43 feet to a point shown on the Plan as station 99+26.86 back; then begins again at a point shown on the Plan as station 99+26.86 ahead, said point opposite and 1.00 feet distant southeasterly from station 99+26.86 back and extends thence northeasterly by compound curves to the left as follows: a radius of 3,204.36 feet, an arc length of 200.07 feet; a radius of 1304.36 feet, an arc length of 296.23 feet; and a radius of 3,204.36 feet, an arc length of 100.14 feet to a point shown on the Plan as station 106+29.13 for the line back; then beginning again at a point shown on the Plan as station 106+28.37 for the line ahead (said point bearing south $37^{\circ}35'10''$ east and 10.71 feet distant from said station 106+29.13

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for the line back) and extending thence north $51^{\circ}32'10''$ east 403.08 feet; thence by compound curves to the left as follows: a radius of 4,200.00 feet, an arc length of 150.00; a radius of 1,800.00 feet, an arc length of 100.00 feet; and a radius of 800.00, an arc length of 418.64 feet to a point shown on the Plan as station 117+00.00 back; thence beginning again at a point shown on the Plan as station 117+00.27 ahead (said point bearing south $73^{\circ}24'40''$ west and 1.43 feet distant from said station 117+00.00 back) and extending northwesterly by compound curves to the left as follows: a radius of 800.00 feet, an arc length of 297.09 feet; a radius of 1,850.00 feet, an arc length of 193.00 feet; and a radius of 3,300.00 feet, an arc length of 300.00 feet to a point; thence north $15^{\circ}52'29''$ west 444.74 feet to a point; thence northwesterly by compound curves to the left as follows: a radius of 4,200.00 feet, an arc length of 149.99 feet; a radius of 1,800.00 feet, an arc length of 100.00 feet; a radius of 920.00 feet, an arc length of 380.47 feet; a radius of 1850.00 feet, an arc length of 200.00 feet; and a radius of 3,300.00 feet, an arc length of 300.00 feet; thence north $56^{\circ}12'08''$ west 300.12 feet, thence northwesterly by compound curves to the right as follows: a radius of 4,200.00 feet, an arc length of 200.00 feet; a radius of 2,385.00 feet, an arc length of 595.50 feet; and a radius of 4,200.00 feet an arc length of 213.71 feet to a point not tangent to the line ahead, and on a radial bearing of south $53^{\circ}44'51''$ west; thence north $36^{\circ}18'13''$ west (not tangent to the curve back) 750.17 feet; thence northwesterly by compound curves to the left as follows: a radius of 10,500.00 feet, an arc length of 295.84 feet; and a radius of 11,025.00 feet, an arc length of 79.09 feet to the point of ending thereof, shown on the Plan as station 165+00.00.

SECTION 1

The westerly location line of Section 1 of the State highway location begins at a point on the westerly location line of State highway layout no. 6974, dated July 24, 2002, said point bearing north $71^{\circ}04'58''$ west and 168.97 feet distant from station 84+63.05 of the main baseline SB hereinbefore described, and extends thence, following said location line by the following courses; north $16^{\circ}29'58''$ east 80.20 feet to a point bearing north $78^{\circ}25'02''$ west and 160.11 feet distant from station 85+64.53 of said baseline; thence south $69^{\circ}25'51''$ east 78.44 feet to a point bearing north $78^{\circ}25'02''$ west and 82.63 feet distant from station 85+52.28 of said baseline;

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thence north 16°09'19" east 60.86 feet to a point bearing north 73°48'15" west and 78.03 feet distant from station 86+06.67 of said baseline; thence north 73°48'15" west 2.02 feet to a point bearing north 73°48'15" west and 80.05 feet distant from said station 86+06.67; thence north 10°10'36" east 22.58 feet to a point bearing north 73°46'24" west and 80.61 feet distant from station 86+29.15 of said baseline; thence north 73°46'24" west 11.77 feet to a point bearing north 73°46'24" west and 92.38 feet distant from said station 86+29.15 of said baseline; thence north 15°58'32" east 15.31 feet to a point bearing north 73°57'34" west and 91.18 feet distant from station 86+44.81 of said baseline; thence north 73°57'34" west 0.19 feet to a point bearing north 73°57'34" west, and 91.37 feet distant from said station 86+44.81; thence north 16°20'32" east 106.53 feet to a point bearing north 77°51'26" west and 82.46 feet distant from station 87+57.27 of said baseline; thence north 73°43'11" west 61.93 feet to a point bearing north 77°47'49" west and 144.22 feet distant from station 87+61.58 of said baseline; thence north 16°13'36" east 91.02 feet to a point bearing north 75°09'25" west and 139.79 feet distant from station 88+45.97 of said baseline; thence north 16°17'07" east 49.86 feet to a point bearing north 73°42'54" west and 139.40 feet distant from station 88+92.32 of said baseline; thence south 73°42'54" east 10.24 feet to a point bearing north 73°42'54" west and 129.16 feet distant from said station 88+92.32 of said baseline; thence north 15°28'12" east 50.88 feet to a point bearing north 69°11'56" west and 132.30 feet distant from station 89+32.83 of said baseline; thence north 07°05'19" west 112.02 feet to a point bearing north 62°44'30" west and 190.29 feet distant from station 90+10.61 of said baseline; thence north 82°54'41" east 29.99 feet to a point bearing north 61°36'32" west and 165.69 feet distant from station 90+24.25 of said baseline; thence north 83°05'21" east 33.88 feet to a point bearing north 60°15'16" west and 138.27 feet distant from station 90+40.56 of said baseline; thence north 31°34'12" east 55.14 to a point bearing north 56°26'25" west and 138.35 feet distant from station 90+86.51 of said baseline; thence north 83°05'20" east 3.33 feet to a point bearing north 56°17'25" west and 135.82 feet distant from station 90+88.31 of said baseline; thence north 06°57'59" west 33.72 feet to a point bearing north 54°33'45" west and 158.19 feet distant from station 91+09.12 of said baseline; thence north 83°02'01" east 50.00 feet to a point bearing north 52°10'59" west and 121.97 feet distant from station 91+37.78 of said baseline; thence south 74°04'14" east 7.17 feet to a point bearing north 51°59'35" west and B3291362.7

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115.32 feet distant from station 91+40.07 of said baseline; thence northeasterly by a curve to the right having a radius of 784.17 feet, an arc length of 106.07 feet to a point bearing north 44°26'47" west and 114.97 feet distant from station 92+30.97 of said baseline; thence north 83°08'37" east 2.34 feet to a point bearing north 44°18'51" west and 113.55 feet distant from station 92+32.57 of said baseline; thence north 01°54'26" east 4.90 feet to a point bearing north 44°03'47" west and 116.95 feet distant from station 92+35.59 of said baseline; thence north 47°55'25" east 53.01 feet to a point bearing north 40°17'54" west and 116.85 feet distant from station 92+80.93 of said baseline; thence north 02°07'03" east 35.64 feet to a point bearing north 38°38'46" west and 143.51 feet distant from station 93+00.84 of said baseline; thence north 49°41'09" east 68.65 feet to a point bearing north 33°57'06" west and 148.32 feet distant from station 93+57.38 of said baseline; thence south 85°06'21" east 42.56 feet to a point bearing north 31°36'48" west and 122.30 feet distant from station 93+85.55 of said baseline; thence north 67°17'25" east 42.59 feet to a point bearing north 19°44'23" west and 118.47 feet distant from station 94+03.25 of said baseline; thence north 19°44'23" west 2.08 feet to a point bearing north 19°44'23" west and 120.55 feet distant from said station 94+03.25 of said baseline; thence north 70°15'41" east 8.35 feet to a point bearing north 28°20'58" west and 117.59 feet distant from station 94+29.56 of said baseline; thence south 85°22'49" east 18.33 feet to a point bearing north 27°51'33" west and 107.68 feet distant from station 94+44.01 of said baseline; thence north 49°37'10" east 8.21 feet to a point bearing north 27°36'14" west and 109.48 feet distant from station 94+51.54 of said baseline; thence south 40°22'56" east 2.50 feet to a point bearing north 27°35'11" west and 107.04 feet distant from station 94+52.06 of said baseline; thence north 49°37'11" east 19.88 feet to a point bearing north 26°58'11" west and 111.54 feet distant from station 94+70.25 of said baseline; thence north 70°15'39" east 9.49 feet to a point bearing north 26°40'12" west and 110.37 feet distant from station 94+79.09 of said baseline; thence north 06°46'23" east 60.09 feet to a point bearing north 25°38'42" west and 160.81 feet distant from station 95+09.33 of said baseline; thence south 83°13'37" east 49.74 feet to a non-tangent point, said point bearing north 24°19'34" west and 134.62 feet distant from station 95+48.22 of said baseline; thence southeasterly by a curve to the left having a radius of 20.00 feet, an arc length of 40.83 feet to a point bearing north 23°49'27" west and 104.43 feet distant from station 95+63.03

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of said baseline; thence north 69°43'48" east 46.60 feet to a point bearing north 22°54'13" west and 101.96 feet distant from station 96+07.91 of said baseline; thence north 44°17'31" east 17.00 feet to a point bearing north 22°37'56" west and 108.58 feet distant from station 96+23.06 of said baseline; thence north 05°48'39" east 59.52 feet to a point bearing north 22°08'56" west and 161.04 feet distant from station 96+50.05 of said baseline; thence south 82°29'40" east 107.83 feet to a point bearing north 20°31'34" west and 109.01 feet distant from station 97+40.69 of said baseline; thence north 80°02'21" east 63.20 feet to a point bearing north 19°26'48" west and 98.01 feet distant from station 98+00.97 of said baseline; thence north 67°26'22" east 141.82 feet to a point bearing north 19°29'18" west and 107.24 feet distant from station 99+42.66 of said baseline; thence north 71°21'47" east 48.64 feet a point bearing north 20°23'16" west and 106.14 feet distant from station 99+92.97 of said baseline; thence north 53°43'42" east 114.68 feet to a point bearing north 22°26'51" west and 135.54 feet distant from station 101+08.16 of the aforesaid baseline; thence following the westerly location line of State highway layout no. 6975, dated May 25, 1994, by the following courses: north 02°13'45" east 4.54 feet to a point bearing north 49°02'42" west and 248.89 feet distant from station 100+93.35 of the main baseline NB hereinbefore described; thence north 53°42'04" east 528.51 feet to a point bearing north 35°06'57" west and 222.00 feet distant from station 105+64.00 of said baseline; thence south 51°41'16" east 42.78 feet to a point bearing north 35°06'57" west and 181.00 feet distant from station 105+76.20 of said baseline; thence north 54°52'39" east 432.25 feet to a point bearing north 39°44'29" west and 113.58 feet distant from station 111+25.00 of the main baseline SB hereinbefore described; thence northeasterly by a curve to the left, not tangent to the line back having a radius of 1,190.00 feet and an arc length of 300.57 feet to a point bearing north 56°20'40" west and 109.00 feet distant from station 114+58.00 of said baseline; thence northeasterly, in part still following said layout 6975 and in part following State highway layout no. 7314, dated April 17, 1997, by a curve to the left having a radius of 675.00 feet and an arc length of 540.38 feet to a point bearing south 83°16'42" west and 80.09 feet distant from station 120+63.00 of said baseline; thence, still following the location line of said layout 7314 by the following courses; north 18°34'19" west 295.19 feet to a point bearing south 76°15'28" west and 120.31 feet distant from station 123+67.53 of said baseline; thence northwesterly by a curve to B3291362.7

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the right having a radius of 3,000.00 feet an arc length of 390.76 feet to a point bearing south $74^{\circ}07'31''$ west and 115.46 feet distant from station 127+62.46 of said baseline; thence, in part following the aforesaid layout 7314 and in part following State highway layout no. 6976, dated February 22, 1995 north $11^{\circ}06'33''$ west 239.83 feet to a point bearing $73^{\circ}11'56''$ west and 95.00 feet distant from station 130+03.00 of said baseline; thence, following said layout 6976 by the following courses: northwesterly by a curve to the left not tangent to the line back nor to the line ahead a radius of 1,180.00 feet, an arc length of 217.37 feet to a point bearing south $65^{\circ}58'28''$ west and 93.00 feet distant from station 132+32.00 of said baseline; thence north $12^{\circ}20'18''$ west 29.60 feet to a point bearing south $63^{\circ}58'54''$ west and 86.50 feet distant from station 132+64.00 of said baseline; thence north $29^{\circ}34'23''$ west 64.27 feet to a point bearing south $59^{\circ}33'36''$ west and 88.01 feet distant from station 133+35.00 of said baseline; thence north $31^{\circ}59'32''$ west 40.69 feet to a point bearing south $56^{\circ}45'27''$ west and 88.12 feet distant from station 133+80.00 of said baseline; thence north $21^{\circ}36'39''$ west 14.83 feet to a point bearing south $55^{\circ}45'39''$ west and 85.00 feet distant from station 133+96.00 of said baseline; thence north $37^{\circ}56'30''$ west 121.59 feet to a point bearing south $47^{\circ}24'56''$ west and 84.00 feet distant from station 135+30.00 of said baseline; thence north $45^{\circ}27'28''$ west 173.15 feet to a point bearing south $40^{\circ}38'05''$ west and 81.00 feet distant from station 137+13.00 of said baseline; thence north $57^{\circ}36'06''$ west 459.79 feet to a point bearing south $33^{\circ}47'52''$ west and 110.80 feet distant from station 141+83.00 of said baseline; thence, following the location line of State highway layout no. 6977, dated August 1, 2001, by the following courses: south $60^{\circ}23'15''$ west 197.01 feet to a point bearing south $33^{\circ}47'52''$ west and 286.97 feet distant from station 142+71.19 of said baseline; thence north $53^{\circ}00'37''$ west 60.64 feet to a point bearing south $33^{\circ}47'52''$ west and 283.60 feet distant from station 143+31.73 of said baseline; thence north $52^{\circ}19'35''$ west 15.95 feet to a point bearing south $33^{\circ}47'52''$ west and 282.52 feet distant from station 143+47.65 of said baseline; thence north $52^{\circ}24'52''$ west 54.28 feet to a point bearing south $34^{\circ}15'36''$ west and 279.08 feet distant from station 143+99.56 of the baseline; thence north $40^{\circ}24'39''$ west 269.59 feet to a point bearing south $38^{\circ}24'36''$ west and 216.04 feet distant from station 146+44.09 of said baseline; thence north $39^{\circ}07'40''$ west 45.34 feet a point bearing south $39^{\circ}23'19''$ west and 206.64 feet distant from station 146+84.84 of said baseline; thence, following the location line of B3291362.7

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State highway layout no. 7244, dated August 17, 1994, by the following courses: south $52^{\circ}35'27''$ west 241.05 feet to a point bearing south $40^{\circ}30'16''$ west and 441.86 feet distant from station 147+31.28 of said baseline; thence north $29^{\circ}25'19''$ west 340.98 feet to a point bearing south $56^{\circ}25'46''$ west and 343.69 feet distant from station 149+56.18 of said baseline; thence north $56^{\circ}25'46''$ east 120.00 feet to a point bearing south $56^{\circ}25'46''$ west and 228.81 feet distant from said station 149+56.18 of said baseline; thence north $33^{\circ}34'14''$ west 68.00 feet to a point bearing south $56^{\circ}25'46''$ west and 217.20 feet distant from station 150+25.16; thence north $56^{\circ}25'46''$ east 41.74 feet to a point bearing south $56^{\circ}25'46''$ west and 175.46 feet distant from said station 150+25.16 of said baseline; thence, following the location line of the aforesaid August 1, 2001 State highway layout no. 6977 by the following courses: north $04^{\circ}02'27''$ west 85.40 feet to a point bearing south $49^{\circ}42'45''$ west and 122.08 feet distant from station 151+14.58 of said baseline; thence north $26^{\circ}15'35''$ west 88.08 feet to a point bearing south $51^{\circ}19'24''$ west and 102.09 feet distant from station 151+97.18 of said baseline; thence north $50^{\circ}49'45''$ west 146.54 feet to a point bearing south $53^{\circ}13'02''$ west and 135.30 feet distant from station 153+35.99 of said baseline; thence north $12^{\circ}09'53''$ west 62.10 feet to a point bearing south $53^{\circ}41'47''$ west and 109.75 feet distant from station 153+91.53 of said baseline; thence north $43^{\circ}11'28''$ west 60.54 feet to a point bearing south $53^{\circ}41'47''$ west and 117.01 feet distant from station 154+51.63 of said baseline; thence north $40^{\circ}02'15''$ west 210.11 feet to a point bearing south $49^{\circ}59'05''$ west and 130.97 feet distant from station 156+69.77 of said baseline; thence north $49^{\circ}59'05''$ east 23.82 feet to a point bearing south $49^{\circ}59'05''$ west and 107.15 feet distant from said station 156+69.77; thence north $40^{\circ}01'04''$ west 143.86 feet to a point bearing south $50^{\circ}18'45''$ west and 116.45 feet distant from station 158+13.27 of said baseline; thence south $50^{\circ}18'45''$ west 23.87 feet to a point bearing south $50^{\circ}18'45''$ west and 140.32 feet distant from said station 158+13.27; thence north $40^{\circ}02'15''$ west 43.75 feet, to a point bearing south $53^{\circ}41'47''$ west and 142.92 feet distant from station 158+48.64 of the main baseline SB hereinbefore described and extends thence leaving said location line and following the line of State highway layout No. 7996, dated April 12, 2006, north $50^{\circ}12'49''$ east 3.45 feet to a point; thence continuing along said layout line north $40^{\circ}02'15''$ west 64.81 feet to a point; thence south $49^{\circ}55'41''$ west 2.96 feet to a point; thence north $40^{\circ}02'15''$ west following in part said layout no. 7996, 392.28 feet to a point; thence B3291362.7

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south 54°00'06" west 0.49 feet to a point again on the northwesterly location line of aforesaid record layout no. 6977 bearing south 54°00'06" west and 171.17 feet distant from aforesaid station 163+03.88 of the main baseline SB; thence, again following the location line of the aforesaid layout no. 6977 north 40°02'15" west 66.19 feet to the point of ending thereof, said point bearing south 52°19'58" west and being 174.08 feet distant from station 163+75.00.

The easterly location line of Section 1 of the State highway location begins at a point on the easterly location line of the aforesaid State highway layout no. 6974, dated July 24, 2002, said point bearing south 71°04'58" east and 124.63 feet distant from station 84+63.05 of the main baseline SB hereinbefore described, and extends thence, following said location line by the following courses: north 16°20'24" east 80.00 feet to a point bearing south 78°36'50" east and 130.82 feet distant from station 85+26.42 of said baseline; thence north 73°39'36" west 111.77 feet to a point bearing south 78°30'47" east and 19.46 feet distant from station 85+36.11 of said baseline; thence north 16°22'25" east 304.12 to a point bearing south 73°39'59" east and 42.24 feet distant from station 88+42.74 of said baseline; thence south 73°39'59" east 25.00 feet to a point bearing south 73°39'59" east and 67.24 feet distant from said station 88+42.74; thence north 16°17'07" east 49.62 feet to a point bearing south 73°42'53" east and 67.67 feet distant from station 88+92.32 of said baseline; thence north 73°42'53" west 16.32 feet to a point bearing south 73°42'53" east and 51.35 feet distant from said station 88+92.32 of said baseline; thence north 22°13'45" east 56.97 feet to a point bearing south 67°21'13" east and 53.47 feet distant from station 89+55.06 of said baseline; thence northerly to northeasterly by a curve to the right having a radius of 615.83 feet, an arc length of 240.89 feet to a point bearing south 45°41'14" east and 53.28 feet distant from station 92+16.03 of said baseline; thence south 74°04'13" east 55.25 feet to a point bearing south 43°07'50" east and 101.30 feet distant from station 92+46.82 of said baseline; thence south 78°58'18" east 63.50 feet to a point bearing south 39°10'20" east and 151.50 feet distant from station 92+94.50 of said baseline; thence north 13°12'36" east 188.01 feet to a point bearing south 27°42'04" east and 20.30 feet distant from station 94+48.68 of said baseline; thence south 67°54'48" east 50.00 feet to a point bearing south 26°34'03" east and 58.16 feet distant from station 94+82.11 of said baseline; thence north 45°01'53" east 54.16 feet to a

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point bearing south 24°46'57" east and 40.27 feet distant from station 95+34.76 of said baseline; thence north 10°25'32" east 28.40 feet to a point bearing south 24°13'19" east and 16.98 feet distant from station 95+51.30 of said baseline; thence south 67°45'46" east 106.97 feet to a point bearing south 22°32'56" east and 93.29 feet distant from station 96+27.72 of said baseline; thence north 48°25'14" east 91.43 feet to a point bearing south 20°58'13" east and 62.29 feet distant from station 97+15.88 of said baseline; thence south 74°34'27" east 68.07 feet to a point bearing south 19°57'25" east and 102.19 feet distant from station 97+72.48 of said baseline; thence north 63°28'11" east 63.70 feet along said location line to a point bearing south 19°12'21" east and 94.34 feet distant from station 98+37.00 of said baseline; thence north 18°28'08" east 23.31 feet to a point bearing south 20°09'52" east and 75.90 feet distant from station 98+49.98 of said baseline; thence north 20°09'52" west 25.99 feet to a point bearing south 20°09'52" east and 49.91 feet distant from station 98+49.98 of said baseline; thence north 69°43'56" east 176.56 feet to a point bearing south 20°58'36" east and 47.18 feet distant from station 100+25.91 of said main baseline; thence north 58°22'24" east 66.46 feet to the point of ending thereof bearing north 58°22'24" west and 67.54 feet distant from station 99+54.96 of the main baseline NB hereinbefore described, said point being identical with the point of ending of the westerly location line of Section 2 hereinafter described.

SECTION 2

The westerly location line of Section 2 of the State highway location begins at a point on the westerly location line of the aforesaid May 24, 1994 State highway layout no. 6975, at a point on the southerly street line of Atlantic Avenue, a public way, said point bearing south $70^{\circ}14'43''$ east and about 28 feet distant from about station 87+43 of said main baseline NB and extends thence westerly, in part following said street line and, in part following along the southerly street line of Kneeland Street northwesterly about 72 feet to a point bearing north $70^{\circ}14'43''$ west and about 44 feet distant from about station 87+38 of said baseline; thence leaving said street line northeasterly by a curve to the right of 268.00 feet radius about 11 feet to a point bearing north $70^{\circ}14'43''$ west and 43.00 feet distant from station 87+50.00 of said baseline; thence south $70^{\circ}14'43''$ east 23.00 feet to a point bearing north $70^{\circ}14'43''$ west and 20.00 feet distant from station 87+50.00 of said main baseline; thence north $19^{\circ}45'17''$ east 500.00 feet to a point bearing north $70^{\circ}14'43''$ west and 20.00 feet distant from station 92+50.00 of said baseline; thence north $70^{\circ}14'43''$ west 14.00 feet to a point bearing north $70^{\circ}14'43''$ west and 34.00 feet distant from said station 92+50.00; thence north $19^{\circ}45'17''$ east 215.00 feet to a point bearing north $70^{\circ}14'43''$ west and 34.00 feet distant from station 94+65.00 of said baseline; thence south $70^{\circ}14'43''$ east 14.00 feet to a point bearing north $70^{\circ}14'43''$ west and 20.00 feet distant from said station 94+65.00; thence north $19^{\circ}45'17''$ east 141.41 feet to a point bearing north $70^{\circ}14'43''$ west and 20.00 feet distant from station 96+06.41 of said baseline; thence north $21^{\circ}36'01''$ east 251.80 feet to a point bearing north $65^{\circ}00'58''$ west and 21.00 feet distant from station 98+56.41 of said baseline; thence north $04^{\circ}09'18''$ east 113.56 feet to the point of ending thereof, on the easterly location line of Section 1 hereinbefore described, said point bearing north $58^{\circ}22'24''$ west and being 134.00 feet distant from station 99+54.96 of said baseline.

The easterly location line of Section 2 of the State highway location begins at a point on the easterly location line of the aforesaid May 24, 1994 State highway layout no. 6975, within the property of the Massachusetts Bay Transportation Authority, said point bearing south $70^{\circ}14'43''$ east and 107.11 feet distant from station 87+47.23 of the main baseline NB hereinbefore

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described and extends thence following along said baseline north $12^{\circ}08'21''$ east 31.04 feet to a point bearing south $70^{\circ}14'43''$ east and 103.00 feet distant from station 87+78.00 of said baseline; thence north $18^{\circ}05'30''$ east 620.26 feet to a point bearing south $70^{\circ}14'43''$ east and 85.00 feet distant from station 93+98.00 of said baseline; thence north $15^{\circ}42'04''$ east 127.32 feet to a point bearing south $70^{\circ}14'43''$ east and 76.00 feet distant from station 95+25.00 of said baseline; thence south $70^{\circ}14'43''$ east 15.00 feet to a point bearing south $70^{\circ}14'43''$ east and 91.00 feet distant from station 95+25.00 of said baseline; thence north $19^{\circ}45'17''$ east 51.00 feet to a point bearing south $70^{\circ}14'43''$ east and 91.00 feet distant from station 95+76.00 of said baseline; thence north $70^{\circ}14'43''$ west 18.00 feet to a point bearing south $70^{\circ}14'43''$ east and 73.00 feet distant from said station 95+76.00; thence north $16^{\circ}04'03''$ east 87.26 feet to a point bearing south $69^{\circ}27'35''$ east and 67.00 feet distant from station 96+64.00 of said baseline; thence north $20^{\circ}17'33''$ east 74.80 feet to a point bearing south $68^{\circ}25'23''$ east and 66.00 feet distant from station 97+40.00 of said baseline; thence north $21^{\circ}17'09''$ east 58.17 feet to a point bearing south $66^{\circ}48'42''$ east and 65.00 feet distant from station 98+00.00 of said baseline; thence north $34^{\circ}37'27''$ east 253.02 feet to a point bearing south $50^{\circ}16'54''$ east and 83.00 feet distant from station 100+75.00 of said baseline; thence south $50^{\circ}16'54''$ east 15.00 feet to a point bearing south $50^{\circ}15'54''$ east and 98.00 feet distant from said station; thence north $27^{\circ}26'04''$ east 59.97 feet to a point bearing south $45^{\circ}54'01''$ east and being 83.00 feet distant from station 101+40.00 of said baseline; thence north $45^{\circ}07'16''$ east 166.54 feet to a point bearing south $37^{\circ}18'09''$ east and 71.00 feet distant from station 103+18.00 of said baseline; thence north $53^{\circ}42'10''$ east 329.33 feet to a point bearing south $35^{\circ}06'57''$ east and 67.00 feet distant from station 106+50.00 of said baseline; thence north $54^{\circ}36'39''$ east 203.23 feet to a point bearing south $36^{\circ}57'46''$ east and 66.07 feet distant from station 108+51.10 of said baseline; thence, following the location line of State highway layout no. 7347 dated May 27, 1998, by the following courses: south $36^{\circ}57'46''$ east 168.84 feet to a point bearing south $36^{\circ}57'46''$ east and 234.41 feet distant from said station 108+51.10 of said baseline; thence south $53^{\circ}02'10''$ west 1.00 foot to a point bearing south $15^{\circ}50'18''$ east and 248.77 feet distant from station 109+39.80 of said baseline; thence south $37^{\circ}01'54''$ east 20.00 feet to a point bearing south $17^{\circ}23'14''$ east and 267.51 feet distant from said station 109+39.80 of said baseline; thence north $53^{\circ}02'14''$ east 311.99 feet to a point

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bearing south $53^{\circ}06'59''$ east and 260.17 feet distant from station 110+89.80 of said baseline; thence north $44^{\circ}17'29''$ west 10.53 feet to a point bearing south $53^{\circ}29'13''$ east and 249.76 feet distant from said station 110+89.80; thence north $41^{\circ}18'19''$ west 80.05 feet to a point bearing south $59^{\circ}06'42''$ east and 172.34 feet distant from said station 110+89.80; thence north $41^{\circ}32'39''$ west 46.48 feet to a point bearing south $65^{\circ}21'54''$ east and 128.80 feet distant from said station 110+89.80; thence north $42^{\circ}37'09''$ west 44.34 feet to a point bearing south $42^{\circ}37'09''$ east and 70.38 feet distant from station 111+39.77 of said baseline; thence north $54^{\circ}36'39''$ east 1.50 feet to a point bearing south $38^{\circ}56'38''$ east and 70.32 feet distant from station 111+45.77 of said baseline; thence following the location line of the aforesaid May 25, 1994 State highway layout no. 6975, by the following courses; northeasterly by a curve to the left, not tangent to the line back of 870.00 feet radius an arc length of 1,008.27 feet to a point bearing north $77^{\circ}13'17''$ east and 70.52 feet distant from station 120+75.00 of said baseline; thence, following the location line of the aforesaid April 17, 1996 State highway layout no. 7314 by the following courses: northwesterly by a curve to the left not tangent to the line ahead of 3,570.00 feet radius an arc length of 290.46 feet to a point bearing north $72^{\circ}45'53''$ east and 69.37 feet distant from station 123+60.00 of said baseline; thence north $22^{\circ}53'38''$ west 40.20 feet to a point bearing north $72^{\circ}45'53''$ east and 65.41 feet distant from station 124+00.00 of said baseline; thence north $19^{\circ}54'55''$ west 95.18 feet to a point bearing north $72^{\circ}45'53''$ east and 60.96 feet distant from station 124+95.07 of said baseline; thence north $12^{\circ}07'43''$ west 283.44 feet to a point bearing north $74^{\circ}07'31''$ east and 86.21 feet distant from station 127+79.44 of said baseline; thence, following the easterly location line of the aforesaid February 22, 1995 State highway layout no. 6976 by the following courses: north $12^{\circ}18'09''$ west 195.47 feet to a point bearing north $72^{\circ}41'18''$ east and 103.00 feet distant from station 129+72.00 of said baseline; thence northwesterly by a curve to the left of 1,146.00 feet radius 195.33 feet to a point bearing north $69^{\circ}13'17''$ east and 108.24 feet distant from station 131+60.63 of said baseline; thence north $77^{\circ}49'34''$ east 33.43 feet to a point bearing north $69^{\circ}22'05''$ east and 141.30 feet distant from station 131+55.99 of said baseline; thence north $12^{\circ}10'26''$ west 15.00 feet to a point bearing north $68^{\circ}56'00''$ east and 143.56 feet distant from station 131+69.74 of said baseline; thence south $77^{\circ}49'34''$ west 17.15 feet to a point bearing north $68^{\circ}51'18''$ east and 126.62 feet distant

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from station 131+72.21 of said baseline; thence north $68^{\circ}20'58''$ west 26.17 feet to a point bearing north $68^{\circ}19'27''$ east and 107.50 feet distant from station 131+89.00 of said baseline; thence northwesterly by a curve to the left of 1,146.00 feet radius 216.00 feet to a point bearing north $57^{\circ}18'32''$ east and 100.00 feet distant from station 133+85.00 back of said baseline; thence north $34^{\circ}18'13''$ west 225.67 feet to a point bearing north $45^{\circ}14'48''$ east and 129.48 feet distant from station 135+85.00 of said baseline; thence north $55^{\circ}45'39''$ west 566.67 feet to a point bearing north $34^{\circ}40'10''$ east and 102.00 feet distant from station 141+29.00 of said baseline; thence following the northeasterly location line of the aforesaid August 1, 2001 State highway layout no. 6977, by the following courses: north $49^{\circ}06'54''$ east 31.44 feet to a point bearing north $34^{\circ}40'10''$ east and 132.44 feet distant from station 141+21.16 of said baseline; thence north $49^{\circ}31'51''$ west 199.96 feet to a point bearing north $34^{\circ}40'10''$ east and 152.65 feet distant from station 143+20.09 of said baseline; north $50^{\circ}33'08''$ west 301.99 feet to a point bearing north $37^{\circ}23'58''$ east and 172.56 feet distant from station 146+29.34 of said baseline; thence north $43^{\circ}19'57''$ west 76.95 feet to a point bearing north $39^{\circ}05'58''$ east and 183.95 feet distant from station 147+10.75 of said baseline; thence northwesterly by a curve to the left having a radius of 480.00 feet, an arc length of 90.29 feet to a point bearing north $41^{\circ}25'51''$ east and 185.55 feet distant from station 148+08.42 of said baseline; thence north $54^{\circ}06'36''$ west 138.85 feet to a point bearing north $44^{\circ}58'50''$ east and 167.86 feet distant from station 149+57.11 of said baseline; thence northwesterly by a curve to the left (not tangent to the line back) having a radius of 218.00 feet, an arc length of 68.02 feet to a point (not tangent to the line ahead) bearing north $46^{\circ}37'17''$ east and 146.31 feet distant from station 150+25.83 of said baseline; thence north $71^{\circ}39'06''$ west 5.56 feet to a point bearing north $46^{\circ}44'45''$ east and 143.67 feet distant from station 150+31.04 of said baseline; thence westerly by a curve to the left (not tangent to the line back) having a radius of 218.00 feet, an arc length of 47.15 feet to a point (not tangent to the line ahead) bearing north $47^{\circ}43'03''$ east and 116.63 feet distant from station 150+71.75 of said baseline; thence north $88^{\circ}25'39''$ west 23.37 feet to a point bearing north $48^{\circ}07'15''$ east and 99.70 feet distant from station 150+88.64 of said baseline; thence westerly by a curve to the right having a radius of 19.52 feet, an arc length of 7.64 feet to a point bearing north $48^{\circ}16'30''$ east and 95.30 feet distant from station 150+95.10 of said baseline; thence north $35^{\circ}10'13''$ west 20.00

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feet to a point bearing north $48^{\circ}46'10''$ east and 97.50 feet distant from station 151+15.81 of said baseline; thence north $04^{\circ}21'04''$ west 126.82 feet to a point bearing north $50^{\circ}35'37''$ east and 171.70 feet distant from station 152+22.74 of said baseline; thence leaving said point south $85^{\circ}32'45''$ west 88.40 feet to a point bearing north $51^{\circ}12'39''$ east and 98.98 feet distant from station 152+74.45 of said; thence north $41^{\circ}10'39''$ west 49.49 feet to a point bearing north $51^{\circ}48'48''$ east and 96.65 feet distant from station 153+24.92 of said baseline; thence north $42^{\circ}52'52''$ west 16.24 feet to a point bearing north $52^{\circ}00'38''$ east and 95.30 feet distant from station 153+41.43 of said baseline; thence north $36^{\circ}01'08''$ west 43.81 feet to a point bearing north $52^{\circ}32'38''$ east and 96.60 feet distant from station 153+86.12 of said baseline; thence north $04^{\circ}21'06''$ west 3.70 feet to a point bearing north $52^{\circ}34'54''$ east and 98.62 feet distant from station 153+89.28 of said baseline; thence north $36^{\circ}01'08''$ west 26.49 feet to a point bearing north $52^{\circ}54'16''$ east and 99.19 feet distant from station 154+16.32 of said baseline; thence north $35^{\circ}59'32''$ west 40.47 feet to a point bearing north $53^{\circ}23'51''$ east and 99.80 feet distant from station 154+57.64 of said baseline; thence north $28^{\circ}59'10''$ west 116.75 feet to a point bearing north $53^{\circ}41'47''$ east and 114.73 feet distant from station 155+73.96 of said baseline; thence north $04^{\circ}16'42''$ west 22.21 feet to a point bearing north $53^{\circ}41'47''$ east 126.51 feet distant from station 155+92.79 of said baseline; thence north $36^{\circ}01'08''$ west 87.04 feet to a point bearing north $53^{\circ}41'47''$ east and 126.94 feet distant from station 156+79.83 of said baseline; thence north $04^{\circ}18'54''$ west 208.12 feet to a point bearing north $53^{\circ}41'47''$ east and 237.19 feet distant from station 158+56.35 of said baseline; thence south $85^{\circ}41'05''$ west 46.00 feet to a point bearing north $53^{\circ}41'47''$ east and 198.17 feet distant from station 158+80.72 of said baseline; thence south $49^{\circ}51'00''$ west 66.37 feet to a point bearing north $53^{\circ}58'53''$ west and 131.96 feet distant from station 158+76.92 of said baseline; thence south $53^{\circ}58'53''$ west 3.91 feet to a point bearing north $53^{\circ}58'53''$ west and 128.05 feet distant from said station of said baseline; thence northwesterly by a curve to the left having a radius of 3,230.00 feet an arc length of 294.08 feet to a point bearing north $53^{\circ}41'47''$ east and 133.76 feet distant from station 161+70.21 of said baseline; thence north $37^{\circ}47'56''$ west 125.99 feet to a point bearing north $53^{\circ}08'41''$ east and 131.02 feet distant from station 162+94.90 of said baseline; thence north $38^{\circ}10'32''$ west 97.28 feet to the point of ending thereof, in the existing roadway of Causeway Street, a public way, said B3291362.7

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point bearing north $52^{\circ}19'58''$ east and 141.05 feet distant from station 163+75.00 of the main baseline SB hereinbefore described.

The southerly boundary of Section 1 of the State highway location extends between the points of beginning of the easterly and westerly location lines of Section 1 hereinbefore described on a bearing north $71^{\circ}04'58''$ west a distance of 293.61 feet.

The southerly boundary of Section 2 of the State highway location extends between the points of beginning of the easterly and westerly location lines of Section 2 hereinbefore described on a bearing north $79^{\circ}07'33''$ west a distance of about 71 feet.

The northerly boundary of the State highway location extends between the point of ending of the westerly location line of Section 1 hereinbefore described and the point of ending of the easterly location line of Section 2 hereinbefore described along a line bearing south $52^{\circ}19'58''$ west a distance of 315.13 feet.

The right of access to and egress from the State highway location hereinbefore described is limited, and the access control provisions established under the Layouts are hereby confirmed to allow access to and egress from the location at ground level only along the easterly and westerly location lines of sections 1 and 2 of the location hereinbefore described for their entire lengths, as shown on the Plan.

There are certain areas within the State highway location hereinbefore described in which the Highway Department is the holder of rights and easements for highway purposes, including the following easement areas shown on the Plan:

Easement Area A – located easterly of and approximately between station 87+47 and station 95+76 of the main baseline NB hereinbefore described as shown on Plan sheets 11 and 12; comprising a portion of Parcel 73-E-3 established under State highway layout no. 6975, dated May 25, 1994 and recorded at Book 19138, Page 318.

Easement Area B – located southeasterly of and approximately between station 100+90 and station 105+90 of the main baseline NB hereinbefore described as shown on Plan

sheets 5 and 12; comprises Parcel 73-E-4 established under aforereferenced layout no. 6975.

Easement Area C – located southeasterly of and approximately between station 98+14 and station 99+38 of the main baseline NB hereinbefore described as shown on Plan sheet 12; comprises Parcel 73-E-6 established under aforereferenced layout no. 6975.

Easement Area D – located southeasterly of and approximately between station 108+50 and station 111+40 of the main baseline NB hereinbefore described as shown on Plan sheet 5; comprises Parcels 74-E-6, 74-E-17, 74-E-18 and 74-E-19 established under State highway layout 7347, dated May 27, 1998 and recorded at Book 22575, Page 001.

Easement Area E – located westerly of and approximately between station 132+00 and station 137+13 of the main baseline SB hereinbefore described as shown on Plan sheets 7 and 8; comprises Parcels 74-E-14, 74-E-15, 74-E-20 and 74-E-21 established under State highway layout no. 6976, dated February 22, 1995 and recorded at Book 19622, Page 331.

Easement Area F – located northeasterly of and approximately between station 150+95 and station 151+16 of the main baseline NB hereinbefore described as shown on Plan sheet 9; comprises Parcel 75-E-2 established under Order of Taking dated August 20, 1997, and recorded at Book 21663, Page 229.

Easement Area G – located northeasterly of and approximately between station 158+77 and station 162+95 of the main baseline NB hereinbefore described as shown on Plan sheet 10; comprises Parcel 75-E-1 established under Order of Taking dated August 6, 1997, and recorded at Book 21645, Page 153, and a portion of the State highway location identified in a deed to the Trustees of Braman Dow & Company dated December 16, 1952, recorded at book 6839, page 323.

The following parcels of land located outside the boundaries of the State highway location hereinbefore described are owned in fee by the Highway Department:

F-1 -- located westerly of and approximately between stations 116+45 and 119+05 of the main baseline SB hereinbefore described as shown on Plan sheet 6; comprises portions of parcels 78-1 and 78-2 taken under State highway layout no. 7003, dated March 21, 1990 and recorded at Book 16182, Page 334.

F-2 -- located westerly of and approximately between stations 122+70 and 124+10 of the main baseline SB hereinbefore described as shown on Plan sheets 6 and 7; comprises parcel BB taken under Order of Taking dated June 18, 1992 and recorded at Book 17550, Page 159.

F-3 -- located westerly of and approximately between stations 124+50 and 125+60 of the main baseline SB hereinbefore described as shown on Plan sheet 7; comprises parcel CC taken under the aforesaid Order of Taking dated June 18, 1992.

F-4 -- located westerly of and approximately between stations 128+30 and 128+80 of the main baseline SB hereinbefore described as shown on Plan sheet 7; comprises parcel DD taken under the aforesaid Order of Taking dated June 18, 1992.

F-5 -- located westerly of and approximately between stations 138+45 and 141+50 of the main baseline SB hereinbefore described as shown on Plan sheet 8; comprises a portion of parcel MM taken under the aforesaid Order of Taking dated June 18, 1992.

F-6 -- located westerly of and approximately between stations 154+70 and 155+15 of the main baseline SB hereinbefore described as shown on Plan sheet 9; comprises a portion of parcel NN taken under the aforesaid Order of Taking dated June 18, 1992.

There are certain areas of land located outside the boundaries of the State highway location hereinbefore described in which areas the Highway Department has certain: (1) easement rights for utility or public access purposes that are more particularly described in the documents identified in Exhibit B hereto and shown on the plans recorded with such documents; and (2) highway easement rights that were retained in the Department's transfer of the subject land to the City of Boston by deeds dated November 21, 1960 (recorded at Book 7529, Page 310), February 28, 1961 (recorded at Book 7546, Page 197) and April 12, 1961 (recorded at B3291362.7

Book 7556, Page 75), which highway easement areas are identified on the Plan and below as E-1 to E-14, inclusive; and (3) certain rights that were retained in a deed to Trustees of Braman, Dow & Company dated December 16, 1952, recorded at book 6839, page 323, the location of such rights being identified on the Plan and below as E-15.

E-1 - located northwesterly of and approximately between stations 97+56 and 99+55 of the main baseline NB as shown on Plan sheets 4 and 12; comprises Area I identified in State highway layout no. 6975, dated May 25, 1994, recorded at Book 19138, Page 318.

E-2 -- located southeasterly of and approximately between stations 97+56 and 98+10 of the main baseline NB as shown on Plan sheet 12; comprises Area II identified in layout no. 6975 referenced above.

E-3 - located southeasterly of and approximately between stations 99+85 and 100+75 of the main baseline NB as shown on Plan sheet 12; comprises Area III identified in layout no. 6975 referenced above.

E-4 - located southeasterly of and approximately between stations 106+00 and 108+51 of the main baseline NB as shown on Plan sheet 5; comprises a portion of Area IV identified in layout no. 6975 referenced above.

E-5 - located southeasterly of and approximately between stations 111+40 and 122+60 of the main baseline NB as shown on Plan sheets 5 and 6; comprises a portion of Area IV identified in layout no. 6975 referenced above, and Area 14 identified in State highway layout no. 7314, dated April 17, 1996, recorded at Book 20497, Page 276.

E-6 - located northwesterly of and approximately between stations 100+30 and 116+45 of the main baseline SB as shown on Plan sheets, 4, 5 and 6; comprises Area V identified in layout no. 6975 referenced above, and Area 15 identified in layout no. 7314 referenced above.

E-7 - located westerly of and approximately between stations 118+20 and 135+30 of the main baseline SB as shown on Plan sheets 6 and 7; comprises Area 16 identified in layout no. 6975 referenced above, and Areas 6, 7 and 8 identified in layout no. 7314

referenced above.

E-8 – located northeasterly of and approximately between stations 130+50 and 131+60 of the main baseline NB as shown on Plan sheet 7; comprises Area 9 identified in State highway layout no. 6976, dated February 22, 2005, recorded at Book 19622, Page 331.

E-9 – located northeasterly of and approximately between stations 132+45 and 133+00 of the main baseline NB as shown on Plan sheet 7; comprises Area 10 identified in layout no. 6976 referenced above.

E-10 – located northeasterly of and approximately between stations 133+30 and 133+90 of the main baseline NB as shown on Plan sheet 7; comprises Area 11 identified in layout no. 6976 referenced above.

E-11 – located northeasterly of and approximately between stations 135+10 and 141+29 of the main baseline NB as shown on Plan sheets 7 and 8; comprises Area 12 identified in layout no. 6976 referenced above.

E-12 – located southwesterly of and approximately between stations 135+50 and 141+50 of the main baseline SB as shown on Plan sheet 8; comprises Area 13 identified in layout no. 6976 referenced above.

E-13 – located southwesterly of and approximately between stations 163+03 and 163+65 of the main baseline SB as shown on Plan sheet 10; comprises Area 15 identified in State highway layout no. 6977, dated August 1, 2001, recorded at Book 19622, Page 331.

E-14 – located approximately between stations 162+94 and 163+90 of the main baseline NB as shown on Plan sheet 10; comprises Areas 16 and 17 identified in layout no. 6977 referenced above.

E-15 – located approximately between stations 158+77 and 163+15 of the main baseline NB shown on Plan sheet 10; comprises the premises described as a portion of the State highway location in a deed to Trustees of Braman, Dow & Company dated December 16, 1952, recorded at book 6839, page 323.

As set forth in the Layouts and in the June 10, 1992 Land Disposition Agreement by and between the City of Boston and the Commonwealth of Massachusetts, Department of Highways, recorded in the Suffolk County Registry of Deeds at Book 17586, Page 1, the State highway location is subject to a public way easement reserved to the City of Boston in all portions of existing public ways that are located within the State highway location hereinbefore described, which easement shall remain in effect until such time as a new surface street and sidewalk network is established within the limits of the State highway location and the City of Boston is provided with a replacement public way easement in those portions of the State highway location that become part of such surface street and sidewalk network.

The State highway location is also subject to the rights of third parties to the full extent such rights are set forth in the Layouts to the extent the same are in force and applicable.

A parcel of land located within the State highway location, known as parcel 73-E-4, is registered land in which the Department of Highways previously acquired an easement pursuant to Document No. 518492 noted of Certificate of Title No. 92294 in Registration Book 457, Page 94. The limits of parcel 73-E-4 are shown as Easement Area B on Plan sheets 4 and 5, said land being registered in the Land Court at Boston and recorded in the Registered Land Division of the Registry of Deeds for Suffolk County, at Boston, as follows:

<u>Supposed Owner</u>	<u>Land Court Case</u>	<u>Certificate</u>	<u>Book</u>	<u>Page</u>
Federal Reserve Bank of Boston	37295A	92294	457	94

Certain parcels of land located within the State highway location, known as parcels 75-6, 75-10, and 75-11 and shown on Plan sheets 9 and 10, are registered land, being registered in the Land Court at Boston and recorded in the Registered Land Division of the Registry of Deeds for Suffolk County, at Boston, respectively, as follows:

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In Boston

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<u>Supposed Owner</u>	<u>Land Court Case</u>	<u>Certificate</u>	<u>Book</u>	<u>Page</u>
Commonwealth of Massachusetts Department of Highways	21978	103171	511	171
Commonwealth of Massachusetts Department of Highways	10361	103170	511	170
Commonwealth of Massachusetts Department of Highways	27094	103172	511	172

The State highway location as hereinbefore described is shown on a plan signed by the Chief Engineer and signed by the Department of Highways, said plan being entitled:

“THE COMMONWEALTH OF MASSACHUSETTS

PLAN OF ROAD

IN THE CITY OF

BOSTON

SUFFOLK COUNTY

LAI D OUT AS A STATE HIGHWAY

BY THE DEPARTMENT OF HIGHWAYS

TO BE CONVEYED TO

THE MASSACHUSETTS TURNPIKE AUTHORITY

JUNE 20, 2007

SCALE: 40 FEET TO THE INCH EXCEPT AS NOTED”,

recorded and filed contemporaneously herewith.

[Signature Page Follows]

2007 Layout No. 7737

In Boston

Page 24

IN WITNESS WHEREOF, the undersigned has cause this instrument to be duly executed
as a sealed instrument as of the 20th day of June, 2007.

THE COMMONWEALTH OF
MASSACHUSETTS,
acting by and through its
DEPARTMENT OF HIGHWAYS

By: 

Luisa Paiewonsky
Commissioner

B3291362.7

15

EXHIBIT A

**LIST OF STATE HIGHWAY LAYOUTS AND ALTERATIONS
FOR THE CENTRAL ARTERY CORRIDOR
(FROM KNEELAND ST. TO CAUSEWAY ST.)
PRECEDING LAYOUT NO. 7737**

Action	Layout Number	Dated	Book	Page	Geographical Location
Layout	3798	11/07/50	6652	553	Causeway, N. Washington, Beverly Streets
Layout	3827	01/30/51	6674	326	Endicott, Cross, Salem Streets
Layout	3834	03/06/51	6678	315	North, Cross, Fulton Streets
Layout	3851	05/01/51	6694	183	Cross, North Washington Streets
Layout	3859	06/26/51	6708	212	Mercantile, Purchase, Atlantic
Alteration	3861	07/17/51	n/a	n/a	Cross, Endicott, Salem, North Streets to Fulton St.
Layout	3866	07/10/51	6711	394	Broad, Milk, Purchase Streets
Alteration	3885	08/14/51	6723	346	Causeway, Haverhill Streets
Alteration	3887	08/28/51	6723	349	North Washington St., Cooper St., Stillman Place
Alteration	3919	12/26/51	6748	392	Central, Mercantile, Atlantic Ave.
Alteration	4031	12/11/52	6843	557	Causeway, Traverse, North Washington Streets
Layout	4159	06/08/54	6965	431	Purchase, Congress, Atlantic Ave.
Alteration	4212	10/19/54	7008	70	Purchase, Congress, Atlantic Ave.
Alteration	4226	11/30/54	7016	596	Mercantile, Market, Congress Streets
Layout	4238	12/14/54	7020	271	Summer, Kneeland, Beach Streets
Layout	4243	01/10/55	7029	7	Beach, Tufts, Kingston Streets
Alteration	4259	02/15/55	7037	68	Cross, Endicott Streets
Alteration	4287	04/12/55	7050	192	Kneeland, Tufts, Lincoln, Essex Streets
Alteration	4337	08/09/55	7083	104	Summer, Purchase Streets, Atlantic Ave.
Alteration	4342	08/31/55	7092	186	Stillman Place, Cooper Street, S.E. Xway
Alteration	4359	10/18/55	7102	418	Lincoln, Essex, Columbia Streets
Alteration	4373	11/15/55	7110	354	Albany, Beach, Kingston Streets
Alteration	4429	03/13/56	7140	542	High, Oliver Streets, Fort Hill Square
Alteration	4531	01/29/57	7215	356	Stillman Street, Stillman Place
Alteration	4552	04/09/57	7228	108	Albany, Randolph Streets
Alteration	4557	07/02/57	7250	253	High Street, Fort Hill Square

Action	Layout Number	Dated	Book	Page	Geographical Location
Alteration	4628	12/10/57	7284	154	North, Clinton, Blackstone Streets
Alteration	4647	02/18/58	7296	520	Endicott, Cross Streets, J.F.F. Xway
Alteration	5050	12/06/60	7529	310	Atlantic Ave., Purchase St., Summer St.
Alteration	5060	01/10/61	7536	507	Causeway, Medford, Canal Streets
Alteration	5075	03/21/61	7546	207	J.F.F. Xway and Atlantic Ave.
Alteration	5093	05/02/61	7556	81	J.F.F. Xway and Causeway Street
Alteration	5120	06/06/61	7563	31	Brighton, Leverett Streets
Transfer to City	5270	09/11/62	7683	449	Surface Artery, Summer, Kneeland Streets
Alteration	5997	05/31/72	8541	571	North, Clinton Streets, J.F.F. Xway
Alteration	6223	03/26/75	8780	397	Summer St., Purchase St., Atlantic Ave.
Alteration	6513	02/03/82	9923	131	Summer Street, Atlantic Ave, J.F.F. Xway
Alteration	7003	03/21/90	16182	334	High, Purchase, Oliver Streets
Layout*	6975	05/25/94	19138	318	Kneeland Street, Atlantic Ave. to Northern Ave.
Layout*	7244	08/17/94	19669	46	Hanover, Congress, Sudbury and Blackstone Streets
Layout*	6976	02/22/95	19622	331	Atlantic Ave., Purchase, North Streets
Alteration*	7288	04/26/95	19762	37	Hanover, Sudbury, and Blackstone Streets
Layout*	7314	04/17/96	20497	276	Purchase St., Atlantic Ave. at Northern Ave. to Milk St.
Alteration*	7347	05/27/98	26940	93	Atlantic Ave. bet/ Congress Street and Northern Ave.
Alteration*	7601	06/14/00	25464	291	Surface Artery at Lincoln St. (abandonment)
Alteration*	6977	08/01/01	19622	331	North, Cross, North Washington Sts. to Causeway St.
Alteration*	6974	07/17/02	29038	210	Kneeland to Summer Streets
Alteration*	7692	07/24/02	22575	1	Haverhill St. to Causeway St.
Amended Alteration*	7692	05/21/03	19762	37	Haverhill St. to Causeway St.
Alteration*	7996	04/12/06	29038	198	Valenti Way, Blackstone to Causeway Streets

* The asterisked Layouts/Alterations were made in connection with the reconstruction and depression of the so-called Central Artery into subsurface tunnels as part of the Central Artery (I-93) /Tunnel (I-90) Project and collectively comprise the current existing state highway location extending from Kneeland St. (southerly side) to Causeway St. (northerly side) that is confirmed and restated in State highway (confirmatory) layout no. 7737, which confirmatory layout is made connection with the contemporaneous transfer of the so-called Central Artery Corridor to the Massachusetts Turnpike Authority pursuant to M.G.L. c.81A.

[End of Exhibit A]

EXHIBIT B**UTILITY AND PUBLIC ACCESS EASEMENTS-CENTRAL ARTERY CORRIDOR**

Book/Page	Document Name and Recording Date	Easement Parcel Nos.	Specific Easement Type
19448/144	Easement Supplement Recorded: November 18, 1994	73-U-1 73-WM-1 73-D-1 Utility Corr. No. 1	Gas Water Main Storm Drain Water Main and Gas Main
17460/165	Easements Recorded: May 7, 1992	75-U-11 75-U-12	Telephone Telephone
17460/159	Easements Recorded: May 7, 1992	74-U-9 74-U-10	Gas, Telephone, and Electrical Gas, Telephone, and Electrical
19845/339	Easements Recorded: June 28, 1995	74-U-39 74-U-45	Gas, Telephone, and Electrical Gas
18219/172	Easements Recorded: May 13, 1993	74-U-13 74-U-14 74-U-26	Gas, Telephone, and Electrical Electrical Telephone
18906/166	Easements Recorded: March 3, 1994	74-U-27 74-U-28 74-U-33 74-U-34	Gas, Telephone, and Electrical Gas, Telephone, and Electrical Electrical Gas and Telephone
19167/133	Easements Recorded: June 30, 1994	74-U-17 74-U-36 74-U-37 74-D-3 74-WM-1 74-SS-1 74-SS-2	Electrical Electrical Electrical Storm Drain Water Main Sanitary Sewer Sanitary Sewer
19736/246	Confirmatory Order of Taking Recorded: May 3, 1995	74-U-41 74-PAE-1 74-PAE-2 74-PAE-3 74-PAE-4	Gas Public access Public access Public access Public access
21391/012	Easements Recorded: May 8, 1997	75-U-4 75-U-5 75-U-6 (portion) 75-U-7 (portion)	Cable, Gas, Electrical, and Telephone Gas Cable Cable
21510/196	Easements Recorded: June 27, 1997	75-U-2 75-U-3	Electrical Cable, Electrical, and Telephone
21645/153	Easements Recorded: August 14, 1997	75-U-8 75-U-16 75-D-2	Western Union Telephone Storm Drain

Book/Page	Document Name and Recording Date	Easement Parcel Nos.	Specific Easement Type
21663/229	Easement Recorded: August 21, 1997	75-U-17	Cable and Telephone
21708/147	Easements Recorded: September 4, 1997	75-U-15 75-D-1	Gas Storm Drain
22209/137	Easement Recorded: March 3, 1998	75-U-18	Electric and Telephone
19622/331	Easements Recorded: March 1, 1995	74-U-1 74-U-2 74-U-3 74-U-29 74-U-31 74-U-32 75-U-35 75-D-2	Steam and Electric Electric Electric Steam Electric Electric Steam Storm Drain
20402/284	Easements Recorded: March 7, 1996	74-PAE-5* 74-PAE-6 74-PAE-7	Public access Public access Public access

*A portion of this easement is located within the State highway location.

**THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE SECRETARY**

**BOSTON
LAYOUT NO. 7737
CONFIRMATORY LAYOUT
DATED: 6/20/07
RECORDED LAND**

BOSTON

I hereby certify that at the date of this attestation hereto annexed, and according to the records of this office, Luisa Paiewonsky is the Commissioner, Department of Highways, duly appointed and qualified and that to her acts and attestations, as such, full faith and credit are and ought to be given in and out of Court, and further, that her signature to the annexed instrument is genuine.

In testimony of which I have hereunto affixed the GREAT SEAL of the COMMONWEALTH on the date below written.



William Francis Galvin
Secretary of the Commonwealth

JUN 21 2007
Date

26940-93

8-1-2001

26940 093

L.O. 6977

THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF HIGHWAYS

1047

-0000000-

SUFFOLK COUNTY DEEDS
RECORDED IN VOLUME 1151

2001 AUG 28 PM 3:49

J. M. Dwyer
CLERK OF SUPERIOR COURTBoston
Layout No. 6977
and Order of Taking

Whereas, the Department of Public Works, now known as the Department of Highways, acting on behalf of the Commonwealth of Massachusetts, did, between the dates of November 7, 1950 (layout number 3798) and February 18, 1958 (layout number 4647), make various layouts and alterations and take charge of as a State Highway, a road in the City of Boston, County of Suffolk, known as the Central Artery, comprising a portion of a highway now known as Interstate Route 93, extending from Summer Street and Atlantic Avenue to the south, to north of Causeway Street to the north as shown on the plans of said State highways on file in the office of the Department of Highways, copies of which plans have been filed in the offices of the Mayor of the City of Boston and with the Boston City Council for the County of Suffolk and in the office of the City Clerk of the City of Boston; and

Whereas, the Department did, under the dates of January 10, 1961 (layout number 5060), March 21, 1961 (layout number 5075) and May 2, 1961 (layout number 5093) make certain changes within the location of said State highway to conform to the boundaries of land, including certain streets at ground level no longer needed for State highway purposes, with certain reservations and restrictions as shown on the plans of said State highway on file in the office of said Department,

MASS. HIGHWAY DEPARTMENT
TRANSPORTATION BLDG.
10 PARK PLAZA
ROOM 6160
BOSTON, MASS. 02116-3973

NP
J.C.PLAN
26940-93
Sh. 7 ✓

copies of which have been filed in the various offices of the City of Boston hereinbefore referred to;
and

Whereas, the Department did, by deed dated December 21, 1960, apparently not recorded, convey the land within the limits of the aforementioned layout 5060 to the City of Boston, and by deeds dated February 28, 1961 and April 12, 1961 and recorded with the Suffolk County Registry of Deeds in book 7546, page 197, and book 7556, page 75 respectively, convey the land within the limits of the aforementioned layouts 5075 and 5093 to the City of Boston, reserving certain rights contained therein; and

Whereas, the Department did, on May 31, 1972 further alter a portion of the southwesterly State highway easement boundary established by layout 5075, by layout number 5997 to conform to the northeasterly boundary of a parcel of land in which said easement is no longer needed as shown on the plans of State highway on file in the office of said Department and in the office of the Boston City Council, for the County of Suffolk, and in the office of the City Clerk of the City of Boston; and

Whereas, the Department did, on August 17, 1994 (layout number 7244) lay out as a limited access State highway, an area to construct a ventilation building in conjunction with the depressed Central Artery (I-93) Project, and said layout was altered on April 26, 1995 by layout number 7288, to take additional area for said ventilation building construction, said layout and alteration are on file in the office of the Department of Highways, copies of which have been filed in the applicable offices

of the City of Boston and filed in the Suffolk County Registry of Deeds on March 30, 1995 at book 19669, page 46 and on May 18, 1995 at book 19762, page 37 respectively; and

Whereas, it now appears necessary to establish a location for a portion of the Central Artery (Interstate Route 93), the Department of Highways, acting on behalf of the Commonwealth of Massachusetts, after public notice and a hearing of all parties interested on June 21, 1990 as required by Chapter 218 of the Acts of 1937, and pursuant to the Authority contained in Massachusetts General Laws Chapter 81 and all other authority thereto enabling hereby adjudges that public necessity and convenience require that the Commonwealth should lay out and take charge of, as a limited access State highway, a road in the City of Boston, County of Suffolk, said highway consisting of a depressed highway and ramps and related appurtenances.

The layout establishes a location for said depressed Central Artery including on and off ramps, and as such the layout encompasses a portion of the aforesaid March 21, 1961 State highway layout (layout number 5075), the location of the aforesaid May 2, 1961 State highway layout (layout number 5093) in which locations for Pump House No. 1 and Pump House No. 2 were established and a portion of the aforesaid January 10, 1961 State highway layout (layout number 5060). Said layout begins at the northerly end of the February 22, 1995 State highway layout (layout number 6976) and extends northerly about 0.42 miles to Causeway Street, a public way.

The main baseline "NB" for the layout begins at a point shown on plan as station 144+00.64, said point being identical with station 144+00.64 of the main baseline NB established by aforesaid

layout 6976 and extends thence northwesterly tangent to the line back by compound curves to the right as follows: 4,800.00 feet radius, 249.11 feet, 2,400.00 feet radius, 511.96 feet, and 4,800.00 feet radius, 320.97 feet; thence north $36^{\circ}18'13''$ west 700.29 feet; thence by a curve to the left 11,625.21 feet radius, 317.03 feet to the point of ending thereof shown on plan as station 165+00.00.

The main baseline "SB" for the layout begins at a point shown on plan as station 143+65.68, said point being identical with the point of ending of the main baseline SB established by aforesaid layout 6976 and extends thence northwesterly by a curve to the right of 4,200.00 feet radius, 34.32 feet to a point shown on plan as station 144+00.00, said point being identical with the point of beginning of the main baseline SB established by the aforereferenced August 17, 1994 State highway layout (layout 7244) and begins again at a point shown on plan as station 150+55.87, said point being identical with the point of ending of said 1994 main baseline SB, and extends thence northwesterly by a compound curves to the right as follows: 2,385.00 feet radius, 105.32 feet and 4,200.00 feet radius, 213.71 feet to a point not tangent to the line ahead, and on a radial bearing of south $53^{\circ}44'51''$ west; thence north $36^{\circ}18'13''$ west (not tangent to the curve back) 750.17 feet; thence northwesterly by a compound curve to the left as follows: 10,500.00 feet radius, 295.84 feet, 11,025.00 feet radius, 79.09 feet to the point of ending thereof, shown on plan as station 165+00.00.

The length of the State highway hereby laid out is about 2,200 feet.

Section 1 of the southwesterly location line of the State highway as hereby laid out begins at the point of ending of the westerly location line of the aforereferenced February 22, 1995 State

highway layout (layout number 6976), said point bearing south $33^{\circ}47'52''$ west and 110.80 feet distant from station 141+83.00 of the main baseline SB established by said layout 6976 and extends thence south $60^{\circ}23'15''$ west 197.01 feet to a point approximately marking the intersection of the northwesterly street line of North Street with the southwesterly street line of Blackstone Street, said point bearing south $33^{\circ}47'52''$ west and 286.97 feet distant from station 142+71.19 of said main baseline SB; thence leaving said point and approximately following the boundary line of an area of land no longer a State highway as established by the May 2, 1961 State highway alteration (layout number 5093), in which an easement for highway purposes was retained, said line also being identical with the southwesterly street line of said Blackstone Street north $53^{\circ}00'37''$ west 60.64 feet to a point bearing south $33^{\circ}47'52''$ west and 283.60 feet distant from station 143+31.73 of said 1995 main baseline SB; thence north $52^{\circ}19'35''$ west 15.95 feet to a point bearing south $33^{\circ}47'52''$ west and 282.52 feet distant from station 143+47.65 of said 1995 main baseline SB; thence north $52^{\circ}24'52''$ west 54.28 feet to a point bearing south $34^{\circ}15'36''$ west and 279.08 feet distant from station 143+99.56 of the main baseline "SB" heretofore described for this layout; thence north $40^{\circ}24'39''$ west 269.59 feet to a point bearing south $38^{\circ}24'36''$ west and 216.05 feet distant from station 146+44.09 of the main baseline SB established by the August 17, 1994 State highway layout (layout number 7244); thence crossing Hanover Street north $39^{\circ}07'40''$ west 45.34 feet to the point of ending of Section 1, the last five (5) courses approximately following the aforesaid May 2, 1961 State highway alteration (layout number 5093), said point of ending being on the location line of the August 17, 1994 State highway location (layout number 7244), said point bearing south $39^{\circ}23'19''$ west and 206.64 feet distant from station 146+84.84 of the aforesaid 1995 main baseline SB.

Section 2 of the southwesterly location line of the State highway as hereby laid out begins at a point on the location line of the August 17, 1994 State highway layout (layout number 7244) said point also being approximately on the boundary line established by the May 2, 1961 State highway alteration (layout number 5093), referenced hereinbefore in Section 1, said point bearing south $48^{\circ}10'12''$ west and 173.50 feet distant from station 150+50.37 of the main baseline SB established by the August 17, 1994 State highway (layout number 7244) and extends thence leaving said 1994 location line and following approximately along said 1961 boundary line north $04^{\circ}02'27''$ west 85.40 feet to a point bearing south $49^{\circ}42'45''$ west and 122.08 feet distant from station 151+14.58 of the main baseline "SB" hereinbefore described for this layout; thence leaving the approximate location of the boundary line north $26^{\circ}15'35''$ west 88.08 feet to a point again approximately on said boundary line, said point bearing south $51^{\circ}19'24''$ west and 102.09 feet distant from station 151+97.18 of said main baseline "SB"; thence approximately along said boundary line north $50^{\circ}49'45''$ west 146.54 feet to a point in the roadway of New Chardon Street, a public way, said point bearing south $53^{\circ}13'01''$ west and 135.30 feet distant from station 153+35.99 of said main baseline "SB"; thence north $12^{\circ}09'53''$ west 62.10 feet to a point bearing south $53^{\circ}41'47''$ west and 109.76 feet distant from station 153+91.53 of said main baseline SB; thence north $43^{\circ}11'28''$ west 60.54 feet to a point bearing south $53^{\circ}41'47''$ west and 117.02 feet distant from station 154+51.63 of said main baseline SB; thence north $40^{\circ}02'15''$ west 210.11 feet to a point bearing south $49^{\circ}59'05''$ west (not normal to the baseline) and 130.97 feet distant from station 156+69.77 of said main baseline "SB"; thence leaving said point north $49^{\circ}59'05''$ east 23.82 feet to a point bearing south $49^{\circ}59'05''$ west (not normal to the baseline) and 107.15 feet distant from said station 156+69.77; thence north $40^{\circ}01'04''$ west 143.86 feet to a point bearing south $50^{\circ}18'45''$ west (not normal to the baseline) and 116.45 feet distant from station

158+13.27 of said main baseline "SB"; thence south $50^{\circ}18'45''$ west 23.87 feet to a point approximately on the aforesaid 1961 boundary line, said point bearing south $50^{\circ}18'45''$ west (not normal to the baseline) and 140.32 feet distant from said station 158+13.27; thence north $40^{\circ}02'15''$ west 567.05 feet, in part, approximately along said 1961 boundary line to the point of ending thereof in the existing roadway of Causeway Street, a public way, said point bearing south $52^{\circ}19'58''$ west (not radial to the baseline) and 174.08 feet distant from station 163+75.00 of said main baseline "SB".

The northeasterly location line of the State highway as hereby laid out begins at the point of ending of the easterly location line of the aforesaid February 22, 1995 State highway layout (layout number 6976), said point bearing north $34^{\circ}40'10''$ east and 102.00 feet distant from station 141+29.00 of the main baseline NB established by said 1995 State highway layout and extends thence leaving said point north $49^{\circ}06'54''$ east 31.44 feet to a point approximately on the boundary line of an area of land, no longer a State highway, established by the March 21, 1961 State highway alteration (layout number 5075) in which an easement for highway purposes was retained, said point bearing north $34^{\circ}40'10''$ east and 132.44 feet distant from station 141+21.16 of said 1995 main baseline NB; thence leaving said point and following approximately along said boundary line north $49^{\circ}31'51''$ west 199.96 feet to a point bearing north $34^{\circ}40'10''$ east and 152.65 feet distant from station 143+20.09 of said 1995 main baseline NB; thence leaving said point and following, in part, approximately along said March 21, 1961 boundary line and following, in part, approximately along the boundary line of an area of land, no longer a State highway, established by the May 2, 1961 State highway alteration (layout number 5093) north $50^{\circ}33'08''$ west 301.99 feet to a point bearing north $37^{\circ}23'58''$ east and 172.56 feet distant from station 146+29.34 of the main baseline "NB" hereinbefore

described for this layout, thence north $43^{\circ}19'57''$ west 76.95 feet to a point bearing north $39^{\circ}05'58''$ east and 183.95 feet distant from station 147+10.75 of said main baseline "NB"; thence northwesterly by a curve to the left having a radius of 480.00 feet, an arc length of 90.29 feet to a point bearing north $41^{\circ}25'51''$ east and 185.55 feet distant from station 148+08.42 of said main baseline "NB"; thence north $54^{\circ}06'36''$ west 138.85 feet to a point bearing north $44^{\circ}58'50''$ east and 167.86 feet distant from station 149+57.11 of said main baseline "NB"; thence northwesterly by a curve to the left (not tangent to the line back) having a radius of 218.00 feet, an arc length of 68.02 feet to a point (not tangent to the line ahead) bearing north $46^{\circ}37'17''$ east and 146.31 feet distant from station 150+25.83 of said main baseline "NB"; thence north $71^{\circ}39'06''$ west 5.56 feet to a point bearing north $46^{\circ}44'45''$ east and 143.67 feet distant from station 150+31.04 of said main baseline "NB"; thence westerly by a curve to the left (not tangent to the line back) having a radius of 218.00 feet, an arc length of 47.15 feet to a point (not tangent to the line ahead) bearing north $47^{\circ}43'03''$ east and 116.61 feet distant from station 150+71.75 of said main baseline "NB"; thence north $88^{\circ}25'39''$ west 23.37 feet to a point bearing north $48^{\circ}07'15''$ east and 99.70 feet distant from station 150+88.64 of said main baseline "NB"; thence westerly by a curve to the right having a radius of 19.52 feet, an arc length of 7.64 feet to a point bearing north $48^{\circ}16'30''$ east and 95.30 feet distant from station 150+95.10 of said main baseline "NB", the last eight (8) courses approximately following said May 2, 1961 boundary line; thence leaving said point north $35^{\circ}10'13''$ west 20.00 feet along the northeasterly boundary line of parcel 75-E-2 taken by the Commonwealth of Massachusetts as a State highway easement on August 20, 1997, to a point approximately on the easterly street line of Endicott Street, a public way, said point bearing north $48^{\circ}46'10''$ east and 97.50 feet distant from station 151+15.81 of said main baseline "NB"; thence north $04^{\circ}21'04''$ west 126.82 feet following

approximately along said street line to a point bearing north $50^{\circ}35'37''$ east and 171.70 feet distant from station 152+22.74 of said main baseline "NB"; thence leaving said point south $85^{\circ}32'44''$ west 88.40 feet to a point in the roadway of Stillman Street, a public way, said point bearing north $51^{\circ}12'39''$ east and 98.98 feet distant from station 152+74.45 of said main baseline "NB", the last two (2) courses also following approximately along the aforesaid May 2, 1961 boundary line; thence leaving said point north $41^{\circ}10'39''$ west 49.49 feet, crossing said Stillman Street to a point bearing north $51^{\circ}48'48''$ east and 96.65 feet distant from station 153+24.92 of said main baseline "NB", said point being approximately on the aforesaid May 2, 1961 boundary line; thence north $42^{\circ}52'52''$ west 16.24 feet following approximately along said boundary line to a point bearing north $52^{\circ}00'38''$ east and 95.30 feet distant from station 153+41.43 of said main baseline "NB"; thence north $36^{\circ}01'08''$ west 43.81 feet to a point bearing north $52^{\circ}32'38''$ east and 96.60 feet distant from station 153+86.12 of said main baseline "NB"; thence north $04^{\circ}21'06''$ west 3.70 feet to a point bearing north $52^{\circ}34'54''$ east and 98.62 feet distant from station 153+89.28 of said main baseline "NB"; thence north $36^{\circ}01'08''$ west 26.49 feet to a point bearing north $52^{\circ}54'16''$ east and 99.19 feet distant from station 154+16.32 of said main baseline "NB"; thence north $35^{\circ}59'32''$ west 40.47 feet along the property line dividing land of the Commonwealth of Massachusetts Department of Highways from land now or formerly of Joseph J. Tecce to a point bearing north $53^{\circ}23'51''$ east and 99.80 feet distant from station 154+57.64 of said main baseline "NB"; thence, in part, along said property line and, in part, crossing Cooper Street, a public way, north $28^{\circ}59'10''$ west 116.75 feet to a point approximately at the intersection of the northerly street line of said Cooper Street with the easterly street line of North Washington Street, a public way, said point bearing north $53^{\circ}41'47''$ east and 114.73 feet distant from station 155+73.96 of said main baseline "NB"; thence leaving said point north $04^{\circ}16'42''$ west 22.21

feet following approximately along the easterly street line of said North Washington Street to a point bearing north $53^{\circ}41'47''$ east 126.51 feet distant from station 155+92.79 of said main baseline "NB"; thence north $36^{\circ}01'07''$ west 87.04 feet to a point in the roadway of said street bearing north $53^{\circ}41'47''$ east and 126.94 feet distant from station 156+79.83 of said main baseline "NB"; thence north $04^{\circ}18'55''$ west 208.12 feet to a point bearing north $53^{\circ}41'47''$ east and 237.19 feet distant from station 158+56.35 of said main baseline "NB"; thence south $85^{\circ}41'05''$ west 46.00 feet to a point approximately marking the intersection of the westerly street line of said North Washington Street with the northwesterly street line of Anthony "Rip" Valenti Way, a public way, said point bearing north $53^{\circ}41'47''$ east and 198.18 feet distant from station 158+80.72 of said main baseline "NB"; thence leaving said point and approximately following the northwesterly street line of said way south $49^{\circ}51'00''$ west 66.37 feet to a point (not normal to the baseline) bearing north $53^{\circ}58'53''$ east and 131.96 feet distant from station 158+76.92 of said main baseline "NB"; thence south $53^{\circ}58'53''$ west 3.91 feet to a point (not normal to the baseline) bearing north $53^{\circ}58'53''$ east and 128.05 feet distant from said station of said main baseline "NB"; thence leaving said point northwesterly by a curve to the left having a radius of 3,230.00 feet an arc length of 294.09 feet to a point bearing north $53^{\circ}41'47''$ east and 133.76 feet distant from station 161+70.21 of said main baseline "NB"; thence north $37^{\circ}47'56''$ west 125.99 feet to a point bearing north $53^{\circ}08'41''$ east and 131.02 feet distant from station 162+94.90 of said main baseline "NB", the last two (2) courses being along the northeasterly boundary line of parcel 75-E-1 in which the Department of Highways acquired a highway easement on August 6, 1997; thence north $38^{\circ}10'32''$ west 97.28 feet to the point of ending thereof in the existing roadway of Causeway Street, a public way, said point bearing north $52^{\circ}19'58''$ east (not radial to the baseline) and 129.18 feet distant from station 163+90.32 of said main baseline "NB".

The northwesterly end of the State highway hereby laid out begins at the point of ending of Section 2 of the southwesterly location line hereinbefore described and extends thence leaving said point north $52^{\circ}19'58''$ east a distance consisting of two (2) segments of 174.08 feet and 141.05 feet to the point of ending of the northeasterly location line hereinbefore described.

Note: Streets referenced by street name, in the description of the location lines, hereinbefore described, not otherwise stated as public are public ways.

The location lines of the State highway location, laid out as hereinbefore described, are to be further defined by bounds set thereon at angle points, points of curvature and at the points of beginning and ending thereof, where feasible.

The right of access to and egress from the State highway location as laid out is limited, being allowed across the location lines thereof, hereinbefore described, only as follows:

Free access to and egress from said location is allowed:

- a. Across the lines defining both Sections 1 and 2 of the southwesterly location line for their entire lengths.
- b. Across the line defining the northeasterly location line for its entire length.

- c. Across the line defining the northwesterly end for its entire length.

The restrictions of the limited access provisions established under the August 17, 1994 State highway location (L.O. No. 7244) are hereby voided at those locations hereinafter described as follows:

- a. Between the point of beginning of said layout 7244 and a point thereon marking the point of ending for Section 1 of the southwesterly location hereinbefore described.
- b. Between the point of ending of said layout 7244 and a point thereon marking the point of beginning for Section 2 of the southwesterly location line hereinbefore described.

Nothing in the limited access provisions hereinbefore described shall be construed to restrict or limit the Massachusetts Bay Transportation Authority, its successors or assigns from access to or egress from said location hereinbefore described below ground level.

For the purpose of laying out, constructing and maintaining said State highway, the Department of Highways, acting on behalf of the Commonwealth of Massachusetts, does hereby take, under the provisions of Chapter 79 of the General Laws and of all other general or special laws thereto enabling, the fee simple in the public way or ways, including any sidewalks, owned by the City

of Boston within the limits of the layout hereinbefore described, excepting therefrom, poles, towers, lines, wires, cables, and appurtenances for the conveyance of electricity and telephone communication and any other utilities including, but not limited to water, sewage, gas, oil, and steam, together with all rights associated therewith, situated in the City of Boston, County of Suffolk.

There is reserved to the City of Boston a public way easement over and within all portions of the existing public ways that are included within the State highway layout hereinbefore described provided, however, that the public way easement reserved shall be subject to the Department's fee rights acquired herein. Said reserved easement shall remain in effect until such time as the Department establishes a new system of streets and sidewalks within the limits of the acquired premises and provides to the City of Boston a public way easement for all those portions of the premises that become part of such street and sidewalk network completed pursuant to the restoration work to be performed within the limits of the required premises. At such time as the Department lays out the street network, it shall extinguish any public way easements of record held by the City that are not required for the new surface street and sidewalk network.

Certain parcels of land included within this layout are registered land previously acquired by the Department of Highways and are shown on the plan hereinbefore referred to, said land being registered in the Land Court at Boston and recorded in the Registered Land Division of the Registry of Deeds for Suffolk County, at Boston and are enumerated as follows:

<u>Supposed Owner</u>	<u>Land Court Case</u>	<u>Certificate</u>	<u>Book</u>	<u>Page</u>
Commonwealth of Massachusetts (Department of Highways)	1128A	108318	537	118
Commonwealth of Massachusetts (Department of Highways)	5273A	108315	537	115
Commonwealth of Massachusetts (Department of Highways)	5303A	108486	538	086
Commonwealth of Massachusetts (Department of Highways)	5914A	108310	537	110
Commonwealth of Massachusetts (Department of Highways)	656A	108487	538	087
Commonwealth of Massachusetts (Department of Highways)	7318A	55482	273	082
Commonwealth of Massachusetts (Department of Highways)	7318B	108319	537	119
Commonwealth of Massachusetts Standing in the Name of Seidman Brothers Inc.	7408A	44174	216	174
Commonwealth of Massachusetts (Department of Highways)	7645A	66292	327	092
Commonwealth of Massachusetts Standing in the Name of the City of Boston	16250A	66878	330	078
Commonwealth of Massachusetts (Department of Highways)	18511A	108317	537	117

Damages sustained by the City of Boston in the taking of City streets hereinbefore referred to in accordance with the provisions of General Laws, Chapter 79, Section 6, as amended, have been waived by the City of Boston as part of the June 10, 1992 Land Disposition Agreement by and between the City of Boston and the Commonwealth of Massachusetts, Department of Highways, said

Agreement having been recorded in the Suffolk County Registry of Deeds, in Boston at book 17586 page 1.

<u>Parcel No.</u>	<u>Supposed Owner</u>	<u>Area About</u>
75-4	Commonwealth of Massachusetts (Department of Highways)	119,700 S.F.
75-5	Commonwealth of Massachusetts (Department of Highways)	18,280 S.F.
75-7	Commonwealth of Massachusetts (Department of Highways)	6,200 S.F.
75-8	Commonwealth of Massachusetts (Department of Highways)	721 S.F.
75-9	Commonwealth of Massachusetts (Department of Highways)	3,331 S.F.
75-10	Commonwealth of Massachusetts (Department of Highways)	60 S.F.
EE	Commonwealth of Massachusetts (Department of Highways)	13,594 S.F.
FF	Commonwealth of Massachusetts (Department of Highways)	4,808 S.F.
GG	Commonwealth of Massachusetts (Department of Highways)	30,400 S.F.
HH	Commonwealth of Massachusetts (Department of Highways)	66,000 S.F.
75-E-1	Braman, Dow and Company, Inc. (existing State highway easement)	8,860 S.F.
75-E-2	Peter Cucchiara and Anne Cucchiara Trustees of Lisa Realty Trust (existing State highway easement)	40 S.F.

26940 108

2001 Layout No. 6977

In Boston

Page 16

The State highway hereby laid out is shown on a plan signed by the Chief Engineer and signed by the Department of Highways and on file in its office, said plan being entitled:

**"THE COMMONWEALTH OF MASSACHUSETTS
PLAN OF ROAD
IN THE CITY OF
BOSTON
SUFFOLK COUNTY
LAID OUT AS A STATE HIGHWAY
BY THE DEPARTMENT OF HIGHWAYS**

**AUGUST 1, 2001
SCALE: 40 FEET TO THE INCH",**

an attested copy of which is to be recorded with this order of taking in the Registry of Deeds for Suffolk County, at Boston.

[Continued on Next Page]

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It is therefore

Voted: That said new or existing way, as described herein and as described and shown on said plan, be and the same is hereby laid out and taken charge of by the Commonwealth; that the Secretary to the Highways Commission be and hereby is instructed to file, in the office of the Mayor of the City of Boston and with the Boston City Council for the County of Suffolk and in the office of the City Clerk of the City of Boston, certified copies of said plan and of a certificate, signed by at least a majority of the members of the Highways Commission attesting that the Department of Highways has laid out and taken charge of said way in accordance with said plan, together with a copy of this adjudication and vote.

Dated at Boston this first day of August, 2001.


Commissioner

Members


Associate Commissioner

of the


Associate Commissioner

Highways


Associate Commissioner

Commission

26940 110

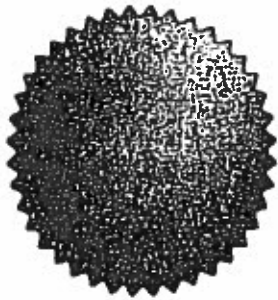
THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE SECRETARY

BOSTON
LAYOUT NO. 6977
AND ORDER OF TAKING
DATED: 8/01/01
PRCL(S):75-4, ETC

BOSTON

I hereby certify that at the date of this attestation hereto annexed,
Matthew J. Amorello, John Blundo, Mary L. Burns and John Cogliano
were members of the Massachusetts Highways Commission, and are
Commissioner and Associate Commissioners, Department of
Highways, duly appointed and qualified and that to their acts and
attestations, as such, full faith and credit are and ought to be given in
and out of Court, and further, that their signatures to the annexed
instrument are genuine.

In testimony of which I have hereunto affixed the GREAT SEAL of the
COMMONWEALTH on the date below written.



William Francis Sullivan

Secretary of the Commonwealth

AUG 08 2001

Date

Appendix B Non-Vehicle Access Permit Application Instructions

To get a permit application you may go to our website:

<http://www.massdot.state.ma.us>

Click on the HIGHWAY tab

Under the heading DOING BUSINESS, click on [Obtain a Permit](#) and then on [Access Permits](#) then on

[Application for Permit to Access State Highway](#)

Or

You can search "ACCESS PERMIT" on the MassDOT website for the application,

Or

The following URL:

http://www.mhd.state.ma.us/downloads/access_permits/AccessPermitApplication.pdf

For traffic management plan info you can visit the MUTCD website at

<http://mutcd.fhwa.dot.gov/>

The completed application and supporting documents can be sent by mail to:

Walter P. Heller, P.E.
District 6 Highway Director
185 Kneeland Street
Boston, MA 02111

Attn: Vivek Trivedi, P.E.
Permits Engineer

Or E-mail at

Dotd6permits@dot.state.ma.us

For inquiries you may call us at 857-368-6300

Application for Permit to Access State Highway

This Access Permit Application, including the attached Access Permit Submittal Checklist, must be completed in full by the Applicant. Instructions for this page are located on page 2. Descriptions of the two types of access permits and related categories are located on page 6. MassDOT will make the final determination regarding Access Permit Application type and category.

1. Town/City: _____
2. State Highway route number and/or name: _____
3. Locus/Property Address: _____
4. Description of property and/or facility for which access is sought (attach additional sheets if necessary):

5. Description of work to be performed within State Highway Layout (attach additional sheets if necessary):

☐ **Telecommunications** (wireless or wireline) or **Renewable Energy** (Solar, Wind, etc) – Agreement Process and OREAD*
coordination required. (*see pg 2 Instruction)

6. Dig Safe number: _____

7. Applicant Information ¹ (See footnote below.)

Name _____

Mailing Address _____

Telephone _____
Fax _____
E-Mail _____
Signature _____
Print Name _____
Date _____

8. Property Owner

Name _____

Mailing address _____

Telephone _____
Fax _____
E-Mail _____
Signature _____
Print Name _____
Date _____

Return completed application, including Submittal Checklist, to the District Highway Director for your town/city. Refer to reverse side for appropriate address.

For office use only. Do not write below this line.

- | | |
|--|--|
| 1. Application number: _____ | 6. Section 61 Finding date: _____ |
| 2. Date received: _____ | 7. Mass. Historic Action (yes or no): _____ |
| 3. Fee amount (non-refundable) : _____ | 8. Plans returned to DHD: _____ |
| 4. Completeness Pre-Review date: _____ | 9. Permit Type/Category: _____ |
| 5. MEPA required (yes or no): _____ | 10. Application complete date: _____ |
| ENF-EOEEA Cert. # _____ | 11. Permit written date: _____ |
| EIR-EOEEA Cert. # _____ | 12. Permit issued date: _____ |
| Other-EOEEA Cert. # _____ | 13. Permit denied: _____ |
| | 14. Permit Recording date at Registry of Deeds _____ |

¹ If an agent is representing an Applicant, the application must include a notarized letter from the Applicant outlining the specified duties and responsibilities of the agent. Where work is proposed on a utility, the utility department must sign the application as the Applicant(s).

Instructions for Completing Application for Permit to Access State Highway

General Instructions

MassDOT's Highway Division is granted authority to issue **State Highway Access** Permits by M.G.L. Chapter 81, Sec. 21. MassDOT adopted 720 CMR 13.00 under the authority of M.G.L. c. 81, § 21 and M.G.L. c.85 §2. 720 CMR 13.00 supersedes the Standard Operating Procedures for Review of State Highway Access Permits dated November 30, 1971, and board vote of September 17, 1991.

ACCESS is generally defined, but not limited to:

Any physical work performed within the State Highway Layout.

This Application governs issuance of the two types of access permit Applications, Non-Vehicular and Vehicular, which are issued under three categories:

Category I	Minor Vehicle Access Permits
Category II	Major Vehicular Access Permits
Category III	Complex Vehicular Access Permits

Please refer to the **MassDOT Highway Access Permit Submittal Checklist** for details regarding permit types and submittals required.

FEES:

A Check payable to **MassDOT** for the appropriate permit application fee must accompany the permit application. Fees are non-refundable.

Fee schedule for access and Utility Payments:

Residential Access Permits

5 Units or less	\$25.00
From 6 to 49 Units	\$100.00
Greater than 49 Units	\$2000.00

Non-Residential Access Permits

Less than 25,000 square feet	\$500.00
From 25,000 to 300,000 square feet	\$1000.00
From 300,000 to 750,000 square feet	\$2000.00
Greater than 750,000 square feet	\$3000.00

Non-Municipal Utility Permits not in conjunction
With Access Permits:

Annual blanket utility permit	\$500.00
Capital improvements to a utility	\$500.00

Specific Instructions (print or type)

Line 1:

List name of municipality in which access is sought.

Line 2:

List name or number of State Highway Route(s) to which access is sought.

Line 3:

List Locus/Property address.

Line 4:

Describe property and/or facility. If access is sought under Category II above, briefly describe facility for which access is sought,

Example 1: Private single family residence at 100 State Road. Approximate size of proposed building 2,500 s.f. Approximate lot size 0.75 acres.

Example 2: 500,000 s.f. enclosed shopping mall adjacent to State Route I-290 and Route 20. Approx. lot size 67 acres.

Line 5:

Briefly describe the proposed work to be performed within the State Highway Layout.

***Office of Real Estate and Development (OREAD)**

Example 1: Remove 50 feet of existing granite curb on south side of highway in order to construct driveway access and modify the roadway geometry to accommodate left-hand turn.

Example 2: Excavate 10 foot x 10 foot section of roadway at Station 100+00 in westbound lane in order to install water service to residence at 100 State Street.

Line 6:

A Dig Safe number must be provided if the work will commence within 30 days of the filing of the permit. **NOTE:** A Dig Safe number must be obtained by calling **1-888-DIG-SAFE** (1-888-344-7233). If construction within the State Highway Layout does not commence within the period allowed by Dig Safe, a new number must be obtained prior to beginning construction. (www.digsafe.com)

Line 7:

Individual or business making application must complete the required information, including application date and signature.

Line 8:

Complete this section only if the individual or business making application is other than the property owner of the land for which the permit applies.

Return completed application, submittal checklist and fee to appropriate District Office listed below. Please contact the Permit Engineer at this address if additional information is required.

District One

270 Pittsfield Road
Lenox, MA 01240
Tel. (413) 637-5700
Fax. (413) 637-0309

District Two

811 North King Street
Northampton, MA 01060
Tel. (413) 582-0599
Fax. (413) 582-0596

District Three

403 Belmont Street
Worcester, MA 01604
Tel. (508) 929-3800
Fax. (508) 799-9763

District Four

519 Appleton Street
Arlington, MA 02174
Tel. (781) 641-8300
Fax. (781) 646-5115

District Five

1000 County Street
Taunton, MA 02780
Tel. (508) 824-6633
Fax. (508) 880-6102

District Six

185 Kneeland Street
Boston, MA 02111
Tel. (857) 368-6100
Fax. (857) 368-0106

Highway Division Website:

www.massdot.state.ma.us/highway

Access Permit Submittal Checklist

GREY:
DOT
USE
ONLY

This checklist provides the Applicant with a list of required submittals to obtain an Access Permit. However, additional submittals may be required to issue an Access Permit. All Applicants must fill out Part A and one additional part that correlates to the selected application type. To help identify the application type, please see the descriptions on page 6. Check each box that pertains to your application. MassDOT will make the final determination regarding Access Permit Application type and category.

PART A: ALL APPLICANTS MUST FILL OUT

1. APPLICATION TYPE – CHECK ONE

☐ **NON-VEHICULAR:**

☐ Non-Vehicular – Fill out Part B

☐ **VEHICULAR**

☐ **Category I** – Minor Vehicle Access Permits: Fill out Part C-I

☐ **Category II** – Major Vehicle Access Permits: Fill out Part C-I and Part C-II

☐ **Category III** – Complex Vehicle Access Permits: Fill out Part C-I and Part C-III

2. APPLICATION TYPE (Check all applicable boxes)

☐ Application Complete

☐ Permit corresponds to appropriate MassDOT District

☐ Non-refundable check or money order on correct amount payable to: **MassDOT**

☐ Evidence certifying property owner(s) consent

☐ Notarized Applicant Letter outlining agent's duties and responsibilities (if applicable)

☐ Utility department sign-off as the Applicant(s) (if applicable)

PART B: NON-VEHICULAR PERMITS

☐ **IF NO PHYSICAL MODIFICATION to state highway layout – i.e. parade, road race, traffic counts, etc.**

Required submittals:

☐ Map of route

☐ Traffic Management Plan (designed in accordance with the Road Flagger & Police Regulations: 701 CMR 7.00)

☐ Detour Plan(s) with municipal approval (if applicable)

☐ **IF DRAINAGE:**

☐ If requesting connection or discharge to any MassDOT drainage system, contact District Personnel for additional information regarding required submittals.

☐ **IF CONSTRUCTION, RELOCATION OR REPAIR OF UTILITIES:**

Required submittals:

☐ **EXISTING PROJECT:** reference(s) to the documents and plans already filed with MassDOT for the affected project

☐ **NEW PROJECT/UTILITY WORK:**

Required submittals:

☐ Engineered Plan(s) including method of crossing Highway

☐ Traffic Management Plan (if applicable)

(Designed in accordance with the Road Flagger & Police Regulations: 701 CMR 7.00)

☐ Detour Plan(s) with municipal approval (if applicable)

☐ Tree Cutting or Landscaping Plan (if applicable)

☐ Vegetative Plan including plant species and maturity size (if applicable)

☐ Blasting Plan (contact District Personnel for additional information)

PART C-I: VEHICULAR PERMITS

CATEGORY I – Minor Vehicular Access Permits

Required submittals:

- ☐ ☐ Engineering Plans
- ☐ ☐ ENF - (Environmental Notification Form) Certificate (if applicable)

IF RESIDENTIAL DRIVEWAY:

- ☐ ☐ Detailed plan/sketch showing the drive location in relation to the property lines, MassDOT baselines, distance from nearest mile marker, and an easily identifiable fixed object (distance from telephone poles, mail boxes, other drives, etc.).
- ☐ ☐ If severe topographic conditions exist, an engineered plan showing the driveway layout, profile and storm water management may be necessary to show that the edge of the proposed drive is protected during and after construction to prevent sediment and debris from entering upon the State Highway Layout (SHLO).

IF COMMERCIAL DRIVEWAY: (where no MEPA review is required)

Required submittals:

- ☐ ☐ Two (2) 40 scale plans that include:
 - ☐ A. Route Number, Road Name, Property Address
 - ☐ B. Property Corners and Bounds
 - ☐ C. Lot Line Dimensions, Bearings and Distances
 - ☐ D. State Highway Layout Lines (both sides) and Nearest Massachusetts Highway Bounds (if found).
 - ☐ E. State Highway Baseline and both edges of roadway including any sidewalks and type of edging, if any, and shoulder information (grass, gravel etc.).
 - ☐ F. Any existing drive to be altered or closed shall be indicated. Existing and proposed dimensions should be included for altered drives.
 - ☐ G. Information on all proposed drives including radii, widths, handicap ramps, etc. must be shown.
 - ☐ H. All existing and proposed buildings, utilities, trees, stone walls, fences etc., should be labeled and shown in their correct location.
 - ☐ I. It is required that all stands, buildings, gasoline pumps and structures of any kind be placed at least 12 feet back from the State Highway Layout Line, since conducting of business within a State Highway Layout is forbidden.
 - ☐ J. Complete detail on drainage; all drives should be constructed on a downgrade from the edge of the highway surface or shoulder to the State Highway Layout Line.
 - ☐ K. Engineered plans will be required to show that storm flows are not directed into the SHLO, using contour lines, where applicant/owner property elevations are raised from the edge of the highway.
 - ☐ L. The plans should identify measures to protect the edge of the proposed drive during and after construction to prevent sediment and debris from entering upon the SHLO.

IF NEW STREET / SUBDIVISION ROAD:

Minor Intersection and Roadway Reconstruction (where no MEPA review is required)

Required submittals:

- ☐ ☐ All Commercial Driveway requirements (above) apply in addition to the following: Evidence of acceptance, including its line, grade and proposed drainage, by a local planning board, or other City or Town official with such authority.
- ☐ ☐ A street/road profile from its nearest high point and plan of drainage.

Please be advised:

- It will be required that all such future street approaches be constructed on a downgrade, where possible, from the edge of highway surface or shoulder to the State Highway Layout Line.
- Common driveway criteria may apply and must be shown on plans as mentioned above.

PART C-II: VEHICULAR PERMITS**CATEGORY II – Major Vehicular Access Permits***Required submittals:*

- ☐ ☐ Engineering Plans based on the standards in the Manual On Uniform Traffic Control Devices (MUTCD), MassDOT's Project Development & Design Guide or its successor, MassDOT's Standard Specifications for Highway and Bridges, and any current technical policies or engineering directives Issued by MassDOT. All PS&E design submissions must be both in hard copy (one set) and electronic format. Electronic format includes PDF files transmitted to DHD or designee via USB Flash Drive, CD or posted to a FTP site.
- ☐ ☐ In cases where a proposed access is to be shared by multiple development sites, the Applicant(s) will provide evidence of the rights of access between the parties involved prior to the issuance of the Access Permit.
- ☐ ☐ MEPA Certificate
- ☐ ☐ Section 61 Finding

PART C-III: VEHICULAR PERMITS**CATEGORY III – Complex Vehicular Permits***Required submittals:*

- ☐ ☐ Engineering Plans based on the standards in the Manual On Uniform Traffic Control Devices (MUTCD), MassDOT's Project Development & Design Guide or its successor, MassDOT's Standard Specifications for Highway and Bridges, and any current technical policies or engineering directives Issued by MassDOT. All PS&E design submissions must be both in hard copy (one set) and electronic format. Electronic format includes PDF files transmitted to DHD or designee via USB Flash Drive, CD or posted to a FTP site.
- ☐ ☐ In cases where a proposed access is to be shared by multiple development sites, the Applicant(s) will provide evidence of the rights of access between the parties involved prior to the issuance of the Access Permit.
- ☐ ☐ MEPA Certificate
- ☐ ☐ Section 61 Finding

Recording of Access Permits

Applicants must record any Vehicular Access Permit and plans or any Non-Vehicular Access Permit and plans involving drainage at the appropriate Registry of Deeds. Any Permit issued by MassDOT that requires recording will not be effective until recorded at the appropriate Registry of Deeds and a notice of recording is submitted to the District Highway Director (DHD). Changes may require the re-recording of permits and related documents. In those cases, permits will not be effective until re-recorded at the Registry of Deeds and a notice of recording is submitted to the DHD.

THERE ARE TWO TYPES OF ACCESS PERMIT APPLICATIONS: VEHICULAR, ISSUED UNDER THREE CATEGORIES & NON-VEHICULAR:

1. VEHICULAR ACCESS PERMITS:

Category I – Minor Vehicular Access Permits:

Access Permits for Projects that require entry to the State Highway Layout (SHLO), require little to no non-signalized modifications, and do not significantly alter the operating characteristics of traffic. These Projects ordinarily do not exceed the Massachusetts Environmental Policy Act (MEPA) transportation thresholds beyond the filing of an Environmental Notification Form (ENF).

Category II - Major Vehicular Access Permits:

Access Permits for Projects that require significant non-signalized modifications that may alter the operating characteristics of traffic at residential or commercial driveway intersecting with the SHLO; that require significant non-signalized modifications that may alter the operating characteristics of traffic at or upon any other intersection or roadway under the jurisdiction of MassDOT; that require the installation of a new traffic signal at a residential or commercial driveway intersecting with the SHLO or at any other intersection or roadway under the jurisdiction of MassDOT; or that require modification of structures, equipment, or hardware at an existing traffic signal at a residential or commercial driveway and its intersection with the SHLO or at any other intersection or roadway under the jurisdiction of MassDOT.

Category III – Complex Vehicular Permits

Access Permits for Complex Projects requiring actions similar to major Projects, but which require a new or altered SHLO; that require significant non-signalized and/or signalized modification within the SHLO over an extended distance or at a number of intersections that significantly alters the operating characteristics of traffic along a corridor; or that require the construction of a new, or modifications to an existing, bridge. These Projects generally require MEPA review and may require Federal review.

2. NON-VEHICULAR ACCESS PERMITS:

Access Permits for Projects that require access to the SHLO that do not involve physical modifications such as a parade or road race; construction, relocation or repair of utilities within the SHLO; tree cutting or landscaping within the SHLO; the use of explosives to remove material from within 250 feet of the SHLO; or connection to or discharge to any MassDOT drainage system (in cases where it can be shown that no practical alternative exists).

CONDITIONS REQUIRING AN ACCESS PERMIT

Vehicular Access Permits are required for:

- New residential or commercial driveways or streets intersecting the SHLO; or,
- Physical modifications to existing residential or commercial driveways or streets at their intersection with the SHLO; or,
- Change in use of an existing residential or commercial driveway onto SHLO that results in a **Substantial Increase in or Impact on Traffic** (as defined below) over the current use; or
- Construction of new or change in use of existing, residential or commercial driveway from properties that abut the SHLO to serve a building or facility, or expansion of a building or facility, that generates a Substantial Increase in or Impact on Traffic.

Substantial Increase in, or Impact on, Traffic as referenced above is defined as:

A Project that meets or exceeds any of the following thresholds:

- (i) Generation of 2,000 or more new ADT on roadways providing access to a single location; or,
- (ii) Generation of 1,000 or more new ADT on roadways providing access to a single location and construction of 150 or more new parking spaces at a single location; or,
- (iii) Construction of 300 or more new parking spaces at a single location; or
- (iv) Creation of a change in the type, pattern, or timing of traffic that is determined by MassDOT to generate a significant impact on traffic flow and safety.

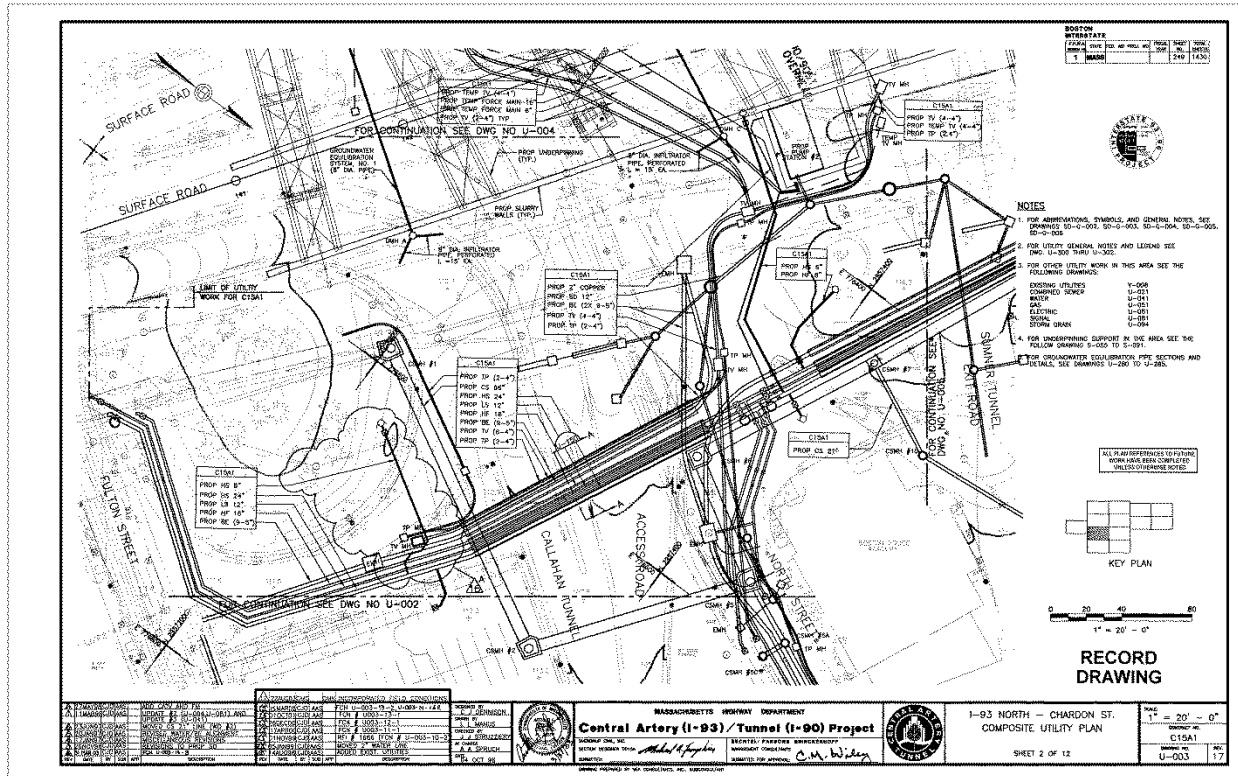
Non-vehicular Access Permits are required for:

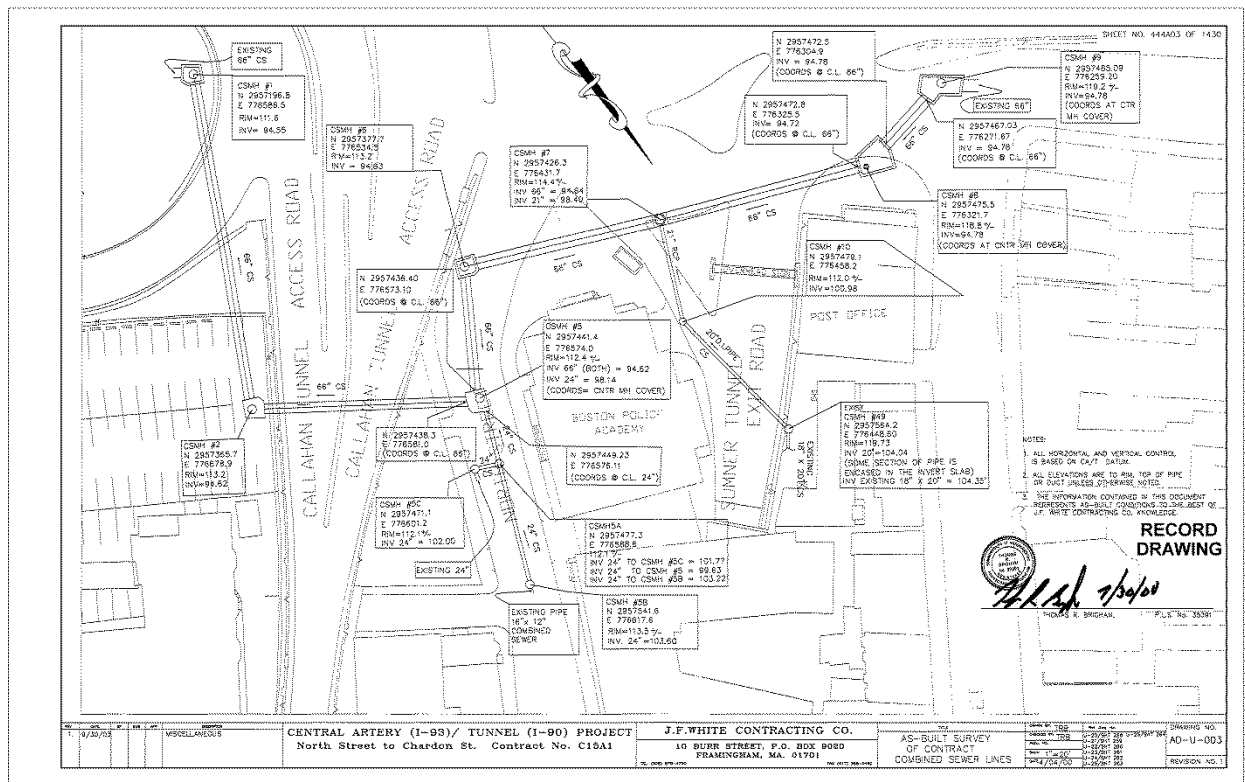
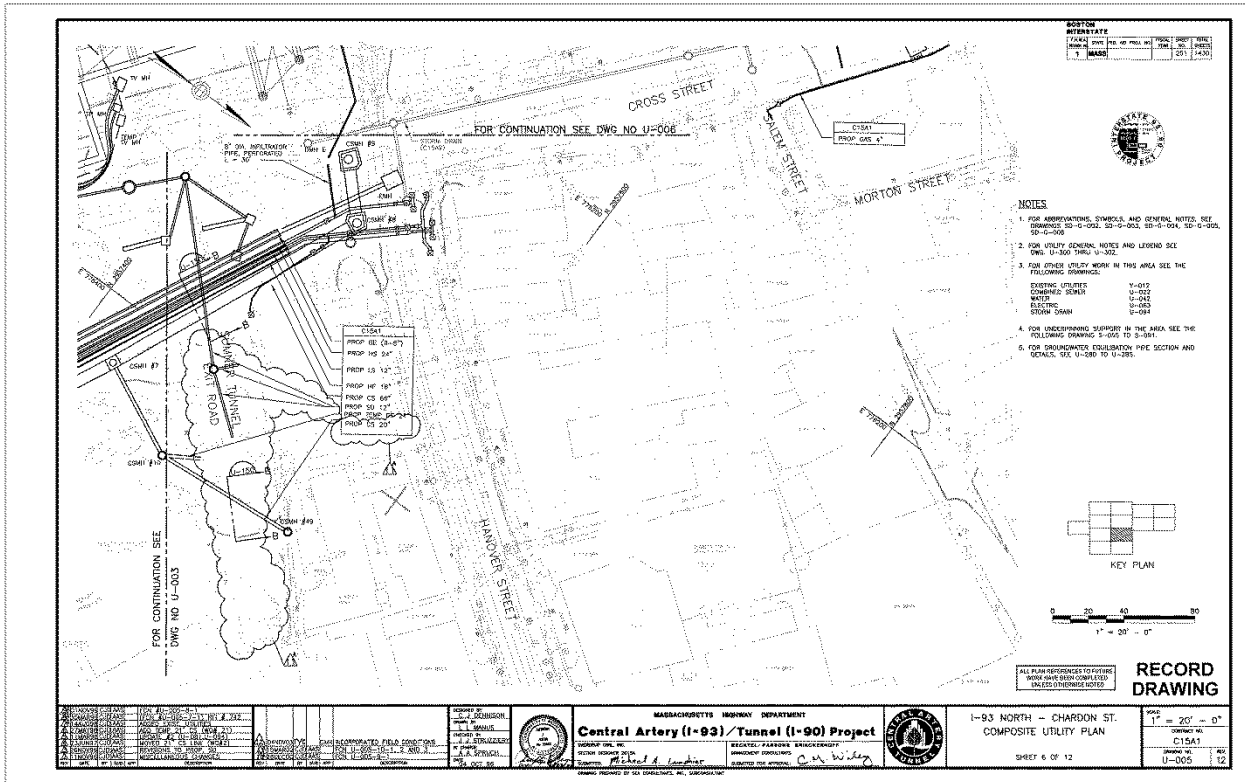
- Access to the SHLO for Projects that do not involve physical modifications; or
- Connection to or discharge to any MassDOT drainage system (in cases where it can be shown that no practical alternative exists); or
- Construction, relocation or repair of utilities within the SHLO; or
- Tree cutting or landscaping within the SHLO; or
- The use of explosives to remove material from within 250 feet of the SHLO.

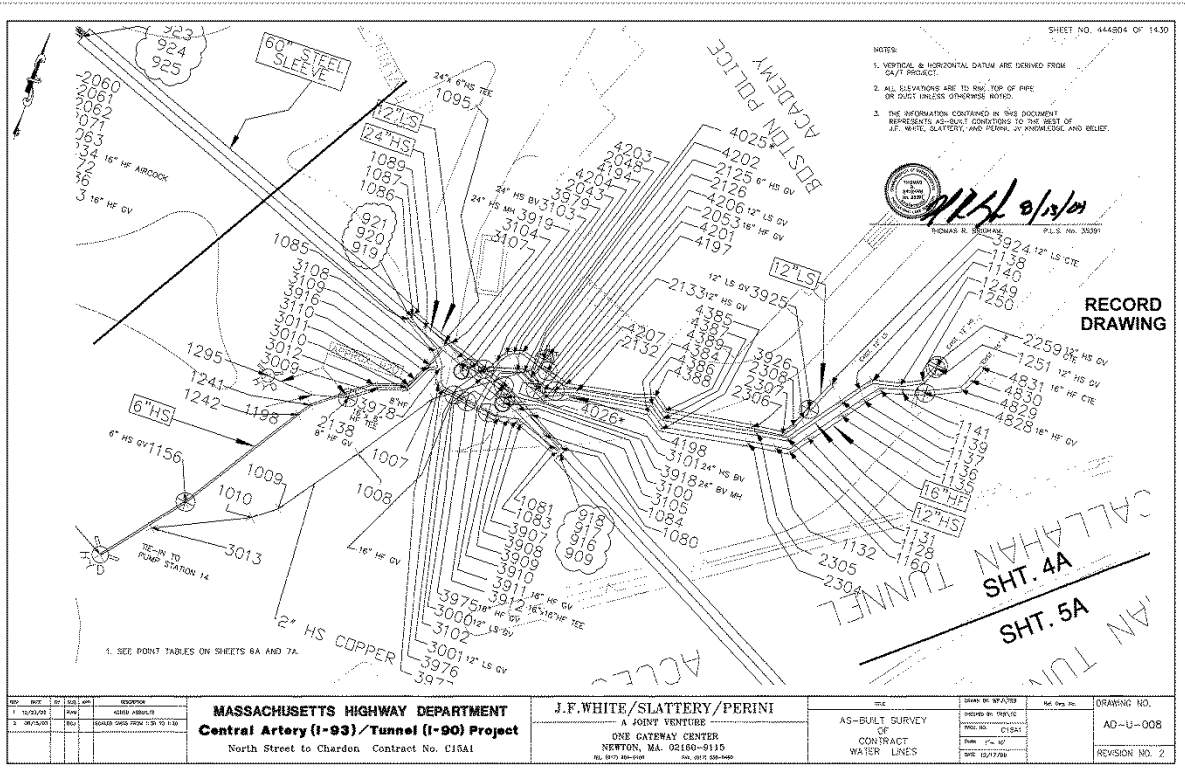
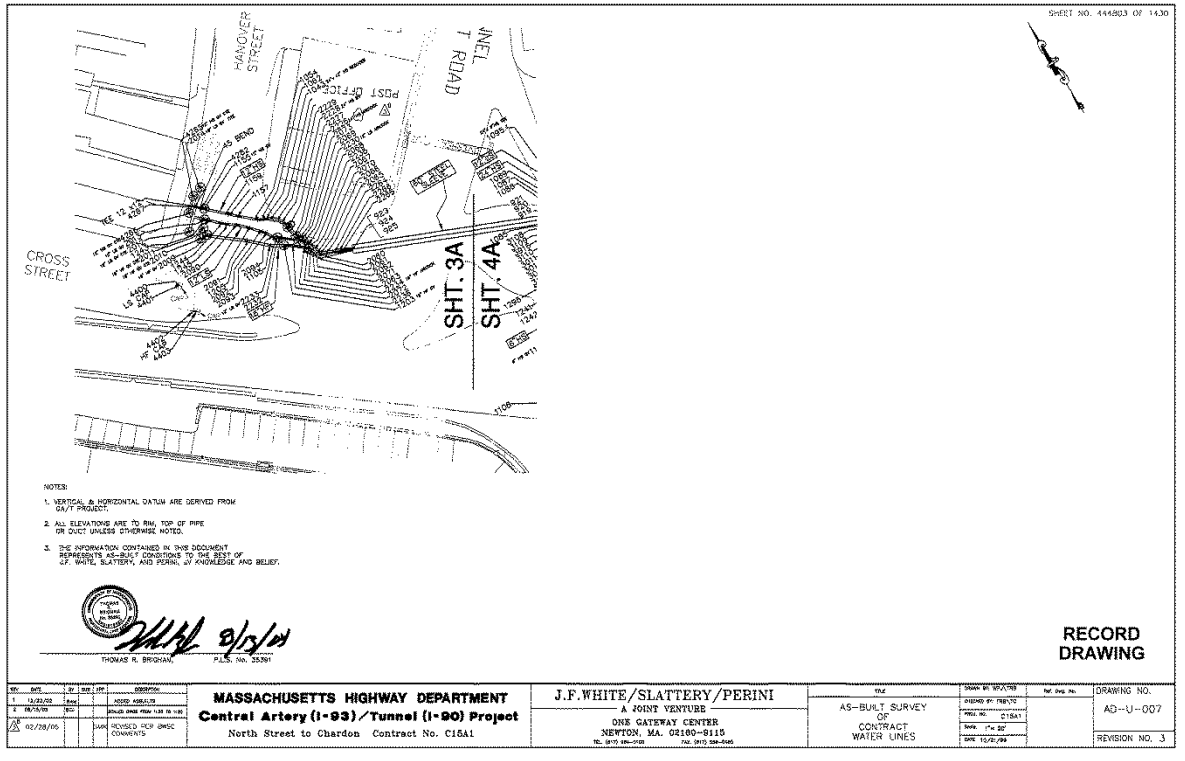
In cases where a particular Project or activity may seek both vehicular and non-vehicular access, separate and distinct Permit Applications must be filed.

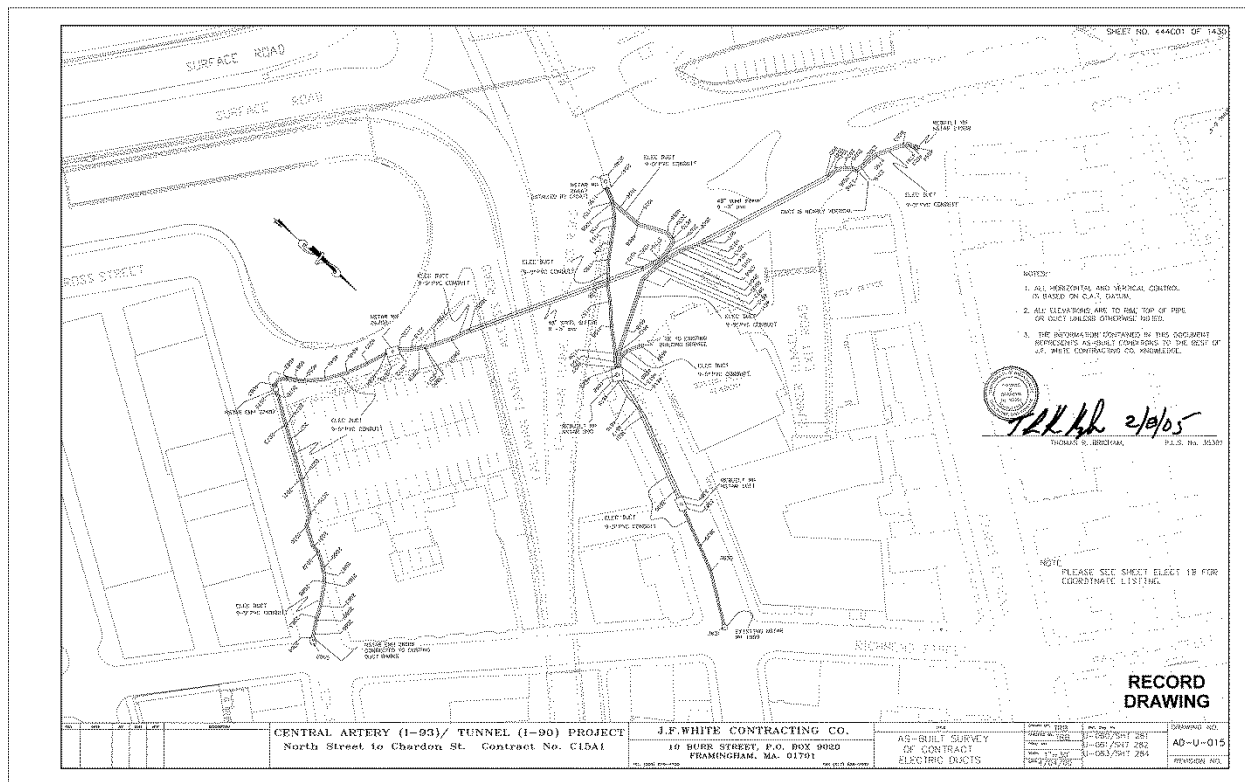
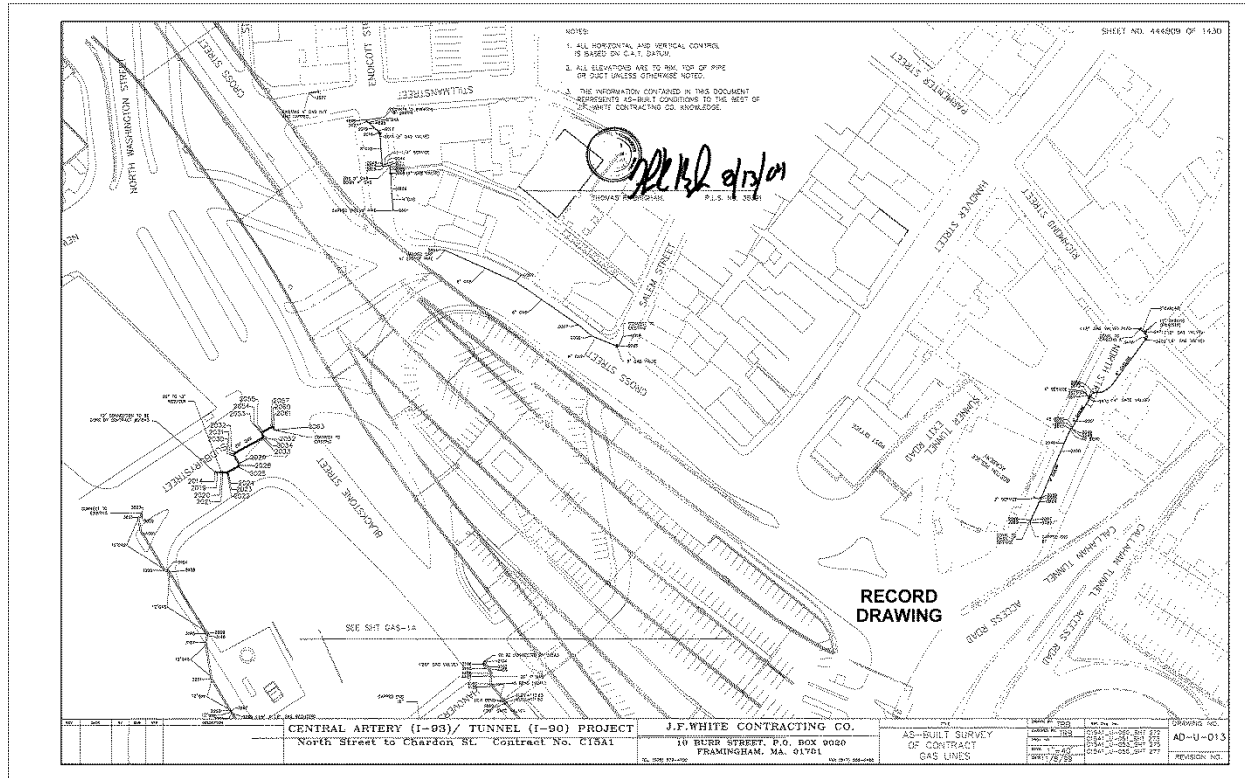
Appendix C As-Built Documents

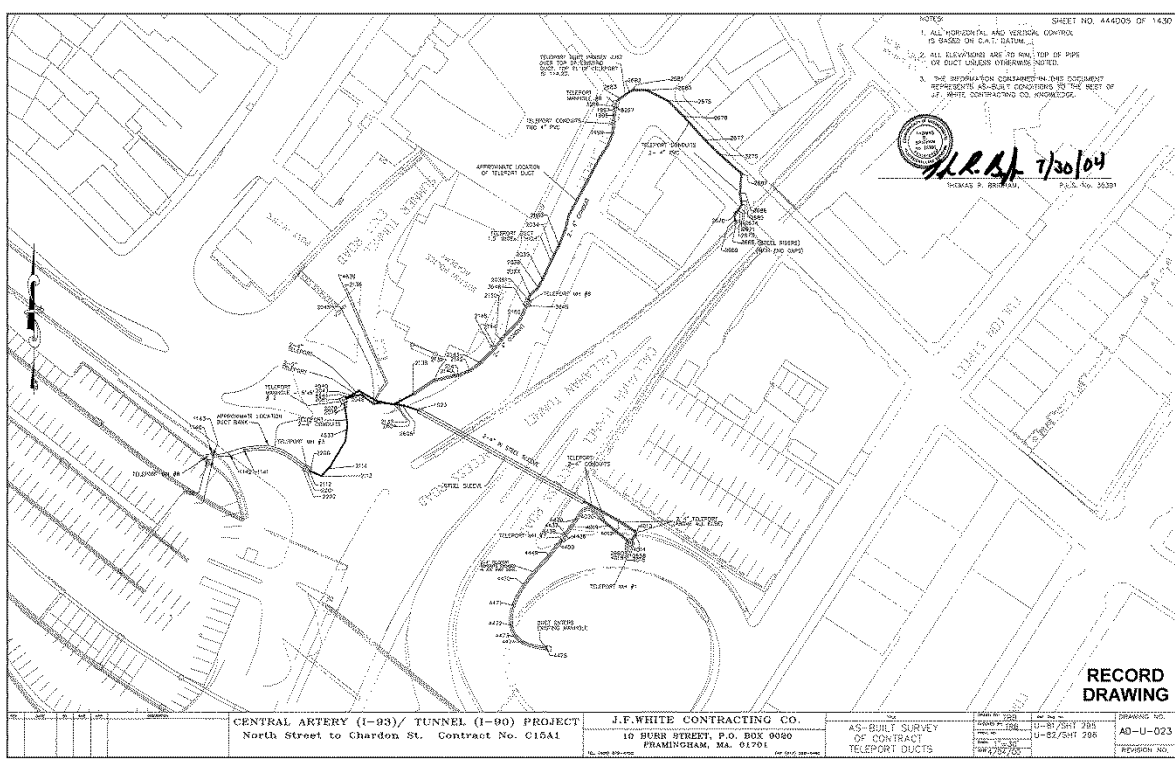
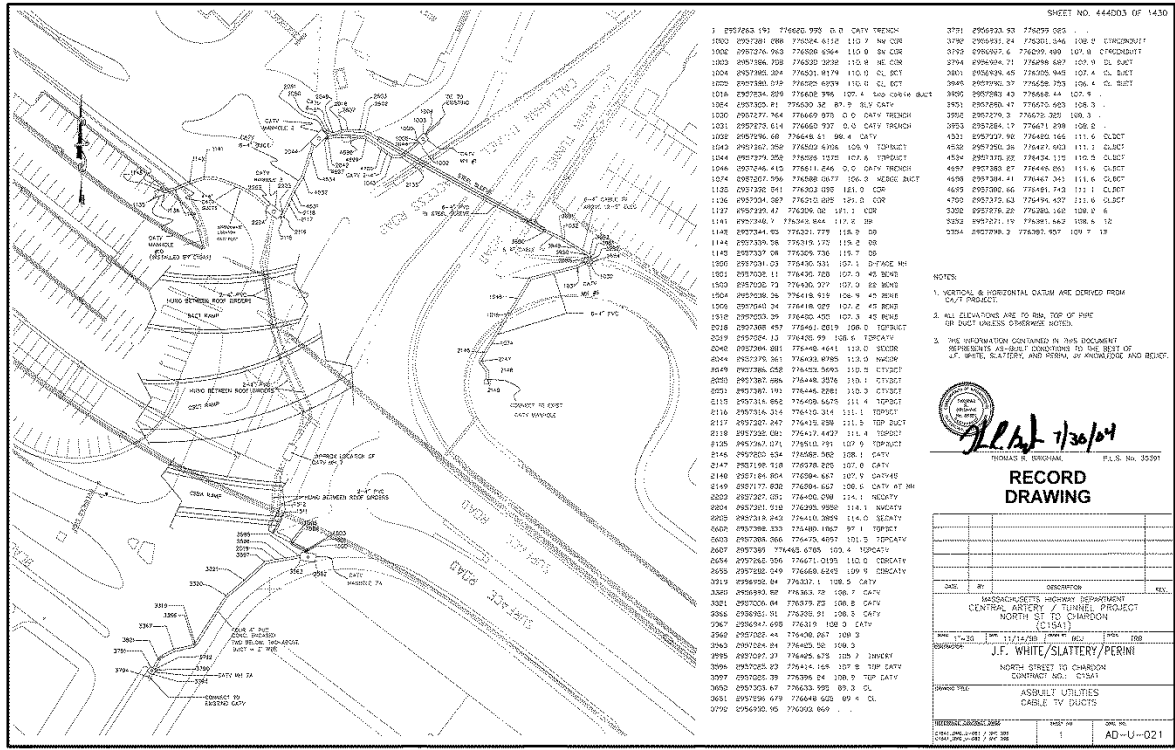
Available As-built Underground Utility Plans











Appendix D FHWA Information

Subpart D—Real Property Management

§ 710.401 General.

This subpart describes the acquiring agency's responsibilities to control the use of real property required for a project in which Federal funds participated in any phase of the project. Prior to allowing any change in access control or other use or occupancy of acquired property along the Interstate, the STD shall secure an approval from the FHWA for such change or use. The STD shall specify in the State's ROW operations manual, procedures for the rental, leasing, maintenance, and disposal of real property acquired with title 23 of the United States Code funds. The State shall assure that local agencies follow the State's approved procedures, or the local agencies own procedures if approved for use by the STD.

(1)(i) The design-builder must submit written acquisition and relocation procedures to the STD for approval prior to commencing right-of-way activities. These procedures should contain a prioritized appraisal, acquisition, and relocation strategy as well as check points for STD approval, such as approval of just compensation, replacement housing payment calculations, replacement housing payment and moving cost claims, appraisals, administrative and stipulated settlements that exceed determined thresholds based on a risk management analysis, etc. STD's which have an FHWA approved procedures manual, in accordance with 23 CFR 710.201(c), may comply with this section by requiring the design-builder to execute a certification in its proposal that it has received the approved right-of-way manual and will comply with the procedures.

(ii) The written relocation plan must provide reasonable time frames for the orderly relocation of residents and businesses on the project as provided at 49 CFR 24.205. It should be understood that these time frames will be based on best estimates of the time it will take to acquire the right-of-way and relocate families in accordance with certain legal requirements and time frames which may not be violated. Accordingly, the time frames estimated for right-of-way acquisition will not be compressed in the event other necessary actions preceding right-of-way acquisition miss their assigned due dates.

(2)(i) The design-builder must establish a project tracking system and quality control system. This system must show the appraisal, acquisition and relocation status of all parcels.

(ii) The quality control system may be administered by an independent consultant with the necessary expertise in appraisal, acquisition and relocation policies and procedures, who can make periodic reviews and reports to the design-builder and the STD.

(3) The STD may consider the establishment of a hold off zone around all occupied properties to ensure compliance with right-of-way procedures prior to starting construction activities in affected areas. The limits of this

zone should be established by the STD prior to the design-builder entering on the property. There should be no construction related activity within the hold off zone until the property is vacated. The design-builder must have written notification of vacancy from the right-of-way quality control consultant or STD prior to entering the hold off zone.

(4) Adequate access shall be provided to all occupied properties to insure emergency and personal vehicle access.

(5) Utility service must be available to all occupied properties at all times prior to and until relocation is completed.

(6) Open burning should not occur within 305 meters (1,000 feet) of an occupied dwelling.

(7) The STD will provide a right-of-way project manager who will serve as the first point of contact for all right-of-way issues.

(e) If the STD elects to perform all right-of-way services relating to the design-build contract, the provisions in §710.311 will apply. The STD will notify potential offerors of the status of all right-of-way issues in the request for proposal document.

[67 FR 75935, Dec. 10, 2002]

Subpart D—Real Property Management

§710.401 General.

This subpart describes the acquiring agency's responsibilities to control the use of real property required for a project in which Federal funds participated in any phase of the project. Prior to allowing any change in access control or other use or occupancy of acquired property along the Interstate, the STD shall secure an approval from the FHWA for such change or use. The STD shall specify in the State's ROW operations manual, procedures for the rental, leasing, maintenance, and disposal of real property acquired with title 23 of the United States Code funds. The State shall assure that local agencies follow the State's approved procedures, or the local agencies own procedures if approved for use by the STD.

Federal Highway Administration, DOT

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§ 710.403 Management.

(a) The STD must assure that all real property within the boundaries of a federally-aided facility is devoted exclusively to the purposes of that facility and is preserved free of all other public or private alternative uses, unless such alternative uses are permitted by Federal regulation or the FHWA. An alternative use must be consistent with the continued operation, maintenance, and safety of the facility, and such use shall not result in the exposure of the facility's users or others to hazards.

(b) The STD shall specify procedures in the State manual for determining when a real property interest is no longer needed. These procedures must provide for coordination among relevant STD organizational units, including maintenance, safety, design, planning, right-of-way, environment, access management, and traffic operations.

(c) The STD shall evaluate the environmental effects of disposal and leasing actions requiring FHWA approval as provided in 23 CFR part 771.

(d) Acquiring agencies shall charge current fair market value or rent for the use or disposal of real property interests, including access control, if those real property interests were obtained with title 23 of the United States Code funding, except as provided in paragraphs (d) (1) through (5) of this section. Since property no longer needed for a project was acquired with public funding, the principle guiding disposal would normally be to sell the property at fair market value and use the funds for transportation purposes. The term fair market value as used for acquisition and disposal purposes is as defined by State statute and/or State court decisions. Exceptions to the general requirement for charging fair market value may be approved in the following situations:

(1) With FHWA approval, when the STD clearly shows that an exception is in the overall public interest for social, environmental, or economic purposes; nonproprietary governmental use; or uses under 23 U.S.C. 142(f), Public Transportation. The STD manual may include criteria for evaluating disposals at less than fair market value.

Disposal for public purposes may also be at fair market value. The STD shall submit requests for such exceptions to the FHWA in writing.

(2) Use by public utilities in accordance with 23 CFR part 645.

(3) Use by Railroads in accordance with 23 CFR part 646.

(4) Use for Bikeways and pedestrian walkways in accordance with 23 CFR part 652.

(5) Use for transportation projects eligible for assistance under title 23 of the United States Code, provided that a concession agreement, as defined in section 710.703, shall not constitute a transportation project.

(e) The Federal share of net income from the sale or lease of excess real property shall be used by the STD for activities eligible for funding under title 23 of the United States Code. Where project income derived from the sale or lease of excess property is used for subsequent title 23 projects, use of the income does not create a Federal-aid project.

(f) No FHWA approval is required for disposal of property which is located outside of the limits of the right-of-way if Federal funds did not participate in the acquisition cost of the property.

(g) Highway facilities in which Federal funds participated in either the right-of-way or construction may be relinquished to another governmental agency for continued highway use under the provisions of 23 CFR 620, subpart B.

[64 FR 71290, Dec. 21, 1999, as amended at 73 FR 77503, Dec. 19, 2008]

§ 710.405 Air rights on the Interstate.

(a) The FHWA policies relating to management of airspace on the Interstate for non-highway purposes are included in this section. Although this section deals specifically with approval actions on the Interstate, any use of airspace contemplated by a STD must assure that such occupancy, use, or reservation is in the public interest and does not impair the highway or interfere with the free and safe flow of traffic as provided in 23 CFR 1.23.

(1) This subpart applies to Interstate facilities which received title 23 of the

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United States Code assistance in any way.

(2) This subpart does not apply to the following:

(i) Non-Interstate highways.
(ii) Railroads and public utilities which cross or otherwise occupy Federal-aid highway right-of-way.

(iii) Relocations of railroads or utilities for which reimbursement is claimed under 23 CFR part 140, subparts E and H.

(iv) Bikeways and pedestrian walkways as covered in 23 CFR part 652.

(b) A STD may grant rights for temporary or permanent occupancy or use of Interstate system airspace if the STD has acquired sufficient legal right, title, and interest in the right-of-way of a federally assisted highway to permit the use of certain airspace for non-highway purposes; and where such airspace is not required presently or in the foreseeable future for the safe and proper operation and maintenance of the highway facility. The STD must obtain prior FHWA approval, except for paragraph (c) of this section.

(c) An STD may make lands and rights-of-way available without charge to a publicly owned mass transit authority for public transit purposes whenever the public interest will be served, and where this can be accomplished without impairing automotive safety or future highway improvements.

(d) An individual, company, organization, or public agency desiring to use airspace shall submit a written request to the STD. If the STD recommends approval, it shall forward an application together with its recommendation and any necessary supplemental information including the proposed airspace agreement to the FHWA. The submission shall affirmatively provide for adherence to all policy requirements contained in this subpart and conform to the provisions in the FHWA's Airspace Guidelines at: <http://www.fhwa.dot.gov/realestate/index.htm>.

§710.407 Leasing.

(a) Leasing of real property acquired with title 23 of the United States Code, funds shall be covered by an agreement between the STD and lessee which contains provisions to insure the safety and integrity of the federally funded

facility. It shall also include provisions governing lease revocation, removal of improvements at no cost to the FHWA, adequate insurance to hold the State and the FHWA harmless, non-discrimination, access by the STD and the FHWA for inspection, maintenance, and reconstruction of the facility.

(b) Where a proposed use requires changes in the existing transportation facility, such changes shall be provided without cost to Federal funds unless otherwise specifically agreed to by the STD and the FHWA.

(c) Proposed uses of real property shall conform to the current design standards and safety criteria of the Federal Highway Administration for the functional classification of the highway facility in which the property is located.

§710.409 Disposals.

(a) Real property interests determined to be excess to transportation needs may be sold or conveyed to a public entity or to a private party in accordance with §710.403(d).

(b) Federal, State, and local agencies shall be afforded the opportunity to acquire real property interests considered for disposal when such real property interests have potential use for parks, conservation, recreation, or related purposes, and when such a transfer is allowed by State law. When this potential exists, the STD shall notify the appropriate resource agencies of its intentions to dispose of the real property interests. The notifications can be accomplished by placing the appropriate agencies on the States' disposal notification listing.

(c) Real property interests may be retained by the STD to restore, preserve, or improve the scenic beauty and environmental quality adjacent to the transportation facility.

(d) Where the transfer of properties to other agencies at less than fair market value for continued public use is clearly justified as in the public interest and approved by the FHWA, the deed shall provide for reversion of the property for failure to continue public ownership and use. Where property is sold at fair market value no reversion clause is required. Disposal actions described in 23 CFR 710.403(d)(1) for less

than fair market value require a public interest determination and FHWA approval, consistent with that section.

[64 FR 71290, Dec. 21, 1999, as amended at 67 FR 12863, Mar. 20, 2002]

Subpart E—Property Acquisition Alternatives

§ 710.501 Early acquisition.

(a) *Real property acquisition.* The State may initiate acquisition of real property at any time it has the legal authority to do so based on program or project considerations. The State may undertake early acquisition for corridor preservation, access management, or other purposes.

(b) *Eligible costs.* Acquisition costs incurred by a State agency prior to executing a project agreement with the FHWA are not eligible for Federal-aid reimbursement. However, such costs may become eligible for use as a credit towards the State's share of a Federal-aid project if the following conditions are met:

- (1) The property was lawfully obtained by the State;
- (2) The property was not land described in 23 U.S.C. 138;
- (3) The property was acquired in accordance with the provisions of 49 CFR part 24;
- (4) The State complied with the requirements of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4);
- (5) The State determined and the FHWA concurs that the action taken did not influence the environmental assessment for the project, including:
 - (i) The decision on need to construct the project;
 - (ii) The consideration of alternatives; and
 - (iii) The selection of the design or location; and
- (6) The property will be incorporated into a Federal-aid project.
- (7) The original project agreement covering the project was executed on or after June 9, 1998.

(c) *Reimbursement.* In addition to meeting all provisions in paragraph (b) of this section, the FHWA approval for reimbursement for early acquisition costs, including costs associated with

displacement of owners or tenants, requires the STD to demonstrate that:

(1) Prior to acquisition, the STD made the certifications and determinations required by 23 U.S.C. 108(c)(2)(C) and (D); and

(2) The STD obtained concurrence from the Environmental Protection Agency in the findings made under paragraph (b)(5) of this section regarding the NEPA process.

§ 710.503 Protective buying and hardship acquisition.

(a) *General conditions.* Prior to the STD obtaining final environmental approval, the STD may request FHWA agreement to provide reimbursement for advance acquisition of a particular parcel or a limited number of parcels, to prevent imminent development and increased costs on the preferred location (Protective Buying), or to alleviate hardship to a property owner or owners on the preferred location (Hardship Acquisition), provided the following conditions are met:

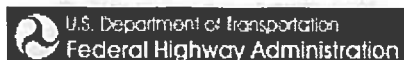
- (1) The project is included in the currently approved STIP;
- (2) The STD has complied with applicable public involvement requirements in 23 CFR parts 450 and 771;
- (3) A determination has been completed for any property subject to the provisions of 23 U.S.C. 138; and
- (4) Procedures of the Advisory Council on Historic Preservation are completed for properties subject to 16 U.S.C. 470(f) (historic properties).

(b) *Protective buying.* The STD must clearly demonstrate that development of the property is imminent and such development would limit future transportation choices. A significant increase in cost may be considered as an element justifying a protective purchase.

(c) *Hardship acquisitions.* The STD must accept and concur in a request for a hardship acquisition based on a property owner's written submission that:

(1) Supports the hardship acquisition by providing justification, on the basis of health, safety or financial reasons, that remaining in the property poses an undue hardship compared to others; and

(2) Documents an inability to sell the property because of the impending


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AIRSPACE GUIDELINES to 23 CFR 710.405 - 710.407

Revised August 10, 2010

The Federal Highway Administration (FHWA) has prepared this series of questions and answers to guide those who administer lands and property rights acquired as a result of a Federally-funded highway or transportation project under Title 23 U.S.C. For specific situations and project level guidance, we encourage the reader to contact the State Department of Transportation or Highway Agency (SDOT/SHA) or the FHWA Division Office located in your State or the District of Columbia.

Introduction

In this guidance document, we will use the term "airspace lease" (lease) to cover the range of leases for highway air rights. "Air rights" is a legal term used in highway terminology to describe that area above or below the plane of the transportation facility and located within the right-of-way boundaries. The right to use this area by public entities or private parties for interim non-highway uses may be granted in airspace leases, as long as such uses will not interfere with the construction, operation or maintenance of the facility; anticipated future transportation needs; or the safety and security of the facility for both highway and non-highway users. Private or public uses of airspace may occur, but the protection and preservation of the nation's highway capacity is essential.

An airspace lease may range from a short term use with few or no tenant improvements to a long-term use with substantial structures. Lands held by the SDOT/SHA that are excess to highway needs are subject to different rules and are not discussed in this document. This guidance also does not apply to railroads and public utilities which cross or otherwise occupy Federal-aid highway rights-of-way; relocations of railroads or utilities for which reimbursement is claimed; or use of real property for bikeways and pedestrian walkways as covered in part 652 of 23 CFR.

The common element for successful airspace leasing activities is coordination among the various interested participants. A good highway airspace agreement must reflect legal, planning, environmental, design, construction, maintenance, insurance, safety, and security requirements. Participants involved in evaluating a leasing proposal may include the proposed airspace user, affected sections of the SDOT/SHA, Local Public Agencies (LPA), and as appropriate, the FHWA. The following guidance sets forth the Federal requirements for use of airspace on the Federal-aid highway systems and ideas on how to most effectively protect this valuable public investment.

Federal Statutes and Regulations

This guidance is published in response to the revised 23 CFR Part 710 Subpart D on Real Property Management, as published on December 21, 1999, and is subject to the requirements of that regulation and other applicable requirements. For more information on these regulations and related issues see the FHWA web site at <http://www.fhwa.dot.gov/realestate>

Additional Federal requirements that affect the potential leases of airspace are found within 23 U.S.C. and implementing regulations in 23 CFR. For example, some pertinent citations include 23 U.S.C. 109(a) {Standards}, 23 U.S.C. 116 {Maintenance} and 23 U.S.C. 156 {Proceeds from the Sale or Lease of Real Property}, as well as their implementing regulations in 23 CFR 1.23, 1.27 and elsewhere. Additional requirements may include the Manual on Uniform Traffic Control Devices (MUTCD) and other guides incorporated by reference in 23 CFR. For specific guidance on these requirements, contact your FHWA Division or SDOT/SHA.

Question 710.405_1: What is highway airspace?

Air space is that area located above or below the highway's established grade line, beneath an elevated highway structure, or adjacent to the roadway, and located within the approved right-of-way boundary. As used in these Guidelines, this includes the land and related rights held by the SDOT/SHA or LPA and available for such uses, subject to limitations under State law and procedures.

Question 710.405_2: Who may lease highway airspace?

An individual, company, organization, or public agency may lease airspace upon approval from the SDOT/SHA and where appropriate, FHWA. All non-highway use of airspace will be covered by a properly written and approved airspace agreement (lease).

Question 710.405_3: Does FHWA have final approval on leases of all airspace?

The FHWA has final approval on leases of airspace on Interstate systems. It is a very interested party on the lease of airspace on other highway systems, particularly on other roads on the National Highway System (NHS). (See discussion in Statutes & Regulations). When mentioned in this document, FHWA approval is normally required only for airspace leases on the Interstate system, unless the FHWA and State Oversight Agreement provides otherwise.

Since the events of 9/11, security has become a significant issue to be considered when making decisions regarding transportation infrastructure. This is true of the decision process for airspace leasing. All airspace lease requests should be evaluated by SDOT/SHA, other state agencies with security expertise or responsible for the state's critical infrastructure protection, and (when appropriate per the Stewardship Agreement) FHWA staff with expertise in safety and security matters. In certain instances, due to the design, configuration, and complexity of the airspace facility, it may be appropriate to obtain an independent safety and security analysis to assist the SDOT/SHA and the FHWA in making a determination whether to approve the airspace lease request.

Question 710.405_4: Are there fundamental restrictions against the lease of highway airspace?

Airspace cannot be leased if it is required currently or in the foreseeable future for safe and secure operation and maintenance of the highway facility. If such conflicts exist, the existing airspace would be considered unavailable. The only exception may be for interim uses which are terminated when the airspace is needed for highway purposes.

Under no conditions shall airspace be used for the manufacture or storage of flammable, explosive, or hazardous material or for any occupation which is deemed by the SDOT/SHA or the FHWA to be a hazard to highway or non-highway users. This would include the use/storage of gas in the airspace under, above or near the highway facility. This prohibition should not be construed to preclude the transverse or longitudinal installation of such items as petroleum pipelines that have been approved by the SDOT/SHA and where appropriate, FHWA.

To the extent possible and within the scope of the proposed use of the facility, structures, buildings or facilities which utilize combustible materials (such as wood, wood fiber, etc.) that may be fire hazards should be prohibited.

Question 710.405_5: What is the basic requirement for an airspace lease?

A SDOT/SHA may approve non-highway airspace leases where it has acquired sufficient legal right, title, and interest in the right-of-way of a highway on a Federal-aid system to grant such usage.

Question 710.405_6: When is it necessary to determine the fair market value of airspace?

A SDOT/SHA should always determine the fair market value of airspace, and certainly if Federal funds have been used to acquire the highway right-of-way. The SDOT/SHA may receive fair market income from airspace leases, and use it for Title 23 (Transportation) purposes.

If sufficient available airspace exists within the publicly acquired rights-of-way of an Interstate highway, FHWA may authorize a SDOT/SHA to lease such airspace without charge to a publicly owned mass transit authority, or to another public agency for non-proprietary use for social, environmental or economic mitigation purposes.

Question 710.405_7: What can the SDOT/SHA do with the net income from airspace leases?

Income received from the authorized use of airspace shall be the SDOT/SHA's responsibility. Credit to Federal funds is not required as long as the Federal pro-rata share of the project income is used for Title 23 (Transportation) eligible projects. (See 23 CFR 710.403 (e) for more details.)

Question 710.405_8: Can airspace be leased for public purposes?

Available airspace may be leased to a public agency for interim uses such as green strips, small parks, play areas, parking, public or quasi-public use which would integrate the highway into the local environment and enhance other publicly supported programs. Normally, the SDOT/SHA should retain supervision and jurisdiction over these interim land uses, but could enter into management agreements with local political subdivisions.

Question 710.405_9: What information must be included in an airspace agreement?

The airspace agreement should be very specific and limited as to the exact rights and uses granted. Each of the following items must be included in an application:

1. Identification of the party responsible for developing and operating the airspace
2. A general statement of the proposed use
3. The proposed design for the use of the space, including any facilities to be constructed.
4. Maps, plans, or sketches to adequately demonstrate the relationship of the proposed project to the highway facility.
5. Provision for vertical and horizontal access for maintenance purposes.
6. Other general requirements as term of use, insurance requirements, design limitations, safety mandates, accessibility, and maintenance as outlined further in this guidance.

Question 710.405_10: What are the primary lease terms for an airspace agreement?

Each agreement should contain:

1. Provision to prohibit the transfer, assignment, or conveyance of the airspace rights to another party without prior SDOT/SHA approval *with* FHWA concurrence on Interstates.
2. Provision to revoke the agreement in the event that the airspace facility ceases to be used or is abandoned, or becomes necessary for highway purposes.
3. Provision to revoke the agreement if the terms of the lease are breached and such breach is not corrected within a reasonable length of time after written notice of noncompliance has been given. In the event the agreement is revoked, the SDOT/SHA *may* request the removal of the facility occupying the airspace. The removal shall be accomplished by the responsible party in a manner prescribed by the SDOT/SHA at no cost to the FHWA. An exception to facility removal is permitted when the improvements revert to the State upon termination of the agreement and the SDOT/SHA chooses to accept them.
4. Provision to allow SDOT/SHA and authorized FHWA representatives to enter the airspace facility for the purpose of inspection, maintenance, or reconstruction of the highway facility when necessary. The manner of when and how these inspections are to be made should be specified in the airspace agreement.
5. Provision that the facility to occupy the airspace will be maintained so as to assure that the structures and the area within the highway right-of-way boundaries will protect the highway's safety and appearance, and that such maintenance will cause no unreasonable interference with highway use.
6. Provisions assuring that the airspace user will be responsible for any resulting hazardous waste contamination without liability to the SDOT/SHA and FHWA.
7. Provisions to assure full understanding that the airspace user will not qualify for relocation benefits under the Uniform Act.

Question 710.405_11: How specific must the maps or plans be?

An adequately detailed three-dimensional presentation must be prepared of the space to be used and the facility to be constructed. Maps and plans may not be required if the available airspace is to be used for leisure activities (such as walking or biking), beautification, parking of motor vehicles, public mass transit facilities, and similar uses. In such cases, an acceptable metes and bounds description of the surface area, and appropriate plans or cross sections clearly defining the vertical use limits may be furnished in lieu of a three-dimensional description, at the SDOT/SHA's discretion.

Question 710.405_12: What are the insurance requirements?

Adequate liability insurance shall be required by the responsible party for the payment of any damages which may occur during construction and then use of the airspace facilities, thus holding the SDOT/SHA (or LPA) and FHWA harmless.

Question 710.405_13: Are there any exceptions to the insurance requirement?

Insurance may not be required if the airspace is to be leased by a self-insured public or quasi-public agency. In such cases the requesting agency is assigned the responsibility for payment of any related damages occurring to the highway facility and to the public for personal injury, loss of life, and property damage.

Question 710.405_14: What if revisions need to be made to the original proposal?

Any significant revision in the design or construction of a proposed facility shall require prior approval by the SDOT/SHA. When the revision impacts an Interstate highway facility, the SDOT/SHA will obtain concurrence from the FHWA.

Question 710.405_15: Are there design requirements for leasing of highway airspace?

Design requirements are generally in the SDOT/SHA's manuals, FHWA regulations and guidance from organizations such as American Association of State Highway and Transportation Officials (AASHTO). Detailed guidance on design requirements is contained in SDOT/SHA manuals and FHWA regulations in 23 CFR Part 625, et. Seq. For guidance and interpretation on specific proposals, contact your SDOT/SHA and FHWA Division Office.

The following are major design criteria to be covered on a proposed airspace use:

1. Consideration shall be given to seismic design criteria to assure the future safety of the highway facility and of the airspace use.
2. Use of air space beneath the established gradeline of the highway shall provide sufficient vertical and horizontal clearances for the construction, operation, maintenance, ventilation, and safety of the highway facility.
3. The proposed use of airspace above the established gradeline of the highway shall not, at any location between two points established 2 feet beyond the two outer edges of the shoulder, extend below a horizontal plane which is at least 16 feet 6 inches above the gradeline of the highway, or the minimum vertical clearance plus 6 inches as approved by the State, except as necessary for columns, foundations or other support structures.
4. Where control and directional signs needed for the highway are to be installed beneath an overhead structure, vertical clearance will be at least 20 feet from the gradeline of the highway to the lowest point of the soffit of the overhead structure. Exceptions to the lateral limits set forth above, when justified by the SDOT/SHA, may be considered on an individual basis by the FHWA as appropriate.
5. Piers, columns, or any other portion of the airspace structure shall not be erected in a location which will interfere with visibility or reduce sight distance or in any other way interfere materially with the safety and free flow of traffic on the highway facility.
6. The structural supports for the airspace facility shall be located to clear all horizontal and vertical dimensions established by the SDOT/SHA. Supports shall be clear of the shoulder or safety walks of the outer roadway. However, supports may be located in the median or outer separation when the SDOT/SHA determines and the FHWA concurs that such medians and outer separations are of sufficient width.
7. All supports are to be back of or flush with the face of any wall at the same location. Supports shall be adequately protected by means acceptable to the SDOT/SHA and the FHWA. No supports shall be located in the ramp gores, or in a position so as to interfere with the signing necessary for the proper use of the ramp.
8. To the extent possible and within the scope of the proposed use of the facility, vehicular access should be designed and managed to restrict vehicles capable of carrying explosives or of a type that might be used for terrorist activities. For example, bollards may be installed to limit the width of vehicles accessing the site. In situations where the use of the facility is for purposes other than vehicular access (such as a bike path or dog-walk for adjacent property owners), the design should use fencing, bollards, and/or other appropriate methods to restrict vehicular access.
9. Proposals may involve coordination with multiple offices within the SDOT/SHA such as Planning, Environment, Traffic, Operations, and Maintenance. Details of required approvals should be incorporated into the airspace agreement as appropriate.

Question 710.405_16: What are the safety requirements for a lease of airspace?

Full safety requirements are found in the SDOT/SHA's manuals, FHWA guidance and in national professional organization guidelines. For specific guidance and interpretation, contact your SDOT/SHA and FHWA Division Office. Examples of some key areas to consider include:

1. The design, occupancy, and use of any structure over or under a highway facility shall not interfere with the use, safety, appearance, or the enjoyment of the facility nor produce fumes, vapors, odors, drippings, droppings, or discharges of any kind.
2. The use of airspace shall not result in either highway or nonhighway users being unduly exposed to hazardous conditions because of highway location, design, maintenance, and operation features.
3. Appropriate safety precautions and features must be incorporated in the design to minimize the possibility of injury to users of either the highway facility or airspace due to highway or non-highway incidents.
4. Highway airspace facilities shall not be approved unless the plans contain adequate provisions, acceptable to the SDOT/SHA and the FHWA, for evacuation of the structures or facilities in case of a major incident endangering the occupants of such structures or facilities.
5. Any airspace facility shall be fire resistant in accordance with the provisions of applicable local codes or nationally accepted standards found acceptable by the SDOT/SHA and the FHWA.

6. Adequate security measures shall be in place to ensure the safety of the facility from both natural disasters and human actions (whether accidental or intended). Examples of such measures include the use of bollards to restrict vehicular traffic to the site and pier protection devices.

Question 710.405_17: Is it necessary to provide light and ventilation?

For detailed guidance on specific proposals, refer to SDOT/SHA manuals or FHWA regulations in 23 CFR Part 625, and then direct specific inquiries to the SDOT/SHA's specialists. Generally, however:

1. No structure or structures built over a highway facility shall occupy more length of the highway than will permit adequate natural ventilation of the enclosed section of the highway for the conditions at the location, assuming a volume of traffic equal to capacity. Each such covered length shall be preceded and followed by uncovered lengths of a highway that will safely affect natural ventilation.
2. The SDOT/SHA shall determine such lengths for each particular case, subject to FHWA concurrence on Interstates. Exceptions may be considered when complete tunnel ventilation is provided. Unless tunnel ventilation is provided, structures over highways shall be so designed and constructed as to facilitate natural ventilation of the highway.
3. The underside and any supports for such structures shall have smooth and easily cleanable surfaces. Supports for such structures shall leave as much open space on the sides of the highway as feasible. Such space shall be appropriately graded where deemed necessary or desirable by the SDOT/SHA.

Question 710.405_18: Can a lease of highway airspace change the alignment of the highway?

Construction of any structure above or below a highway facility shall not require any temporary or permanent change in alignment or profile of an existing highway without prior approval by the SDOT/SHA and the FHWA as required.

Question 710.405_19: What if it is beneficial to change the highway alignment?

The SDOT/SHA or the FHWA may approve a proposed airspace facility that alters but improves existing highway operation and maintenance, but such changes will be provided without cost to Federal funds.

Exceptions to the cost requirement may be made if the lease improvements of a proposed facility or other interim uses are for public or quasi-public purposes and would assist in integrating the highway into the local environment and enhance other publicly supported programs. This provision is not intended to expand existing limitations upon expenditures from the highway trust fund.

Question 710.405_20: Does the SDOT/SHA need to access airspace after construction is complete?

Yes. Proposed airspace facilities will be designed and constructed in a manner which will permit access to the highway facility for the purpose of inspection, maintenance, and reconstruction when necessary. In the event the responsible party fails in its maintenance obligations, there will be provision for the SDOT/SHA to enter the premises to perform such work.

Question 710.405_21: Can highway airspace be used to park motor vehicles?

To the extent possible and within the scope of the proposed use of the facility, vehicular access should be designed and managed to restrict vehicles capable of carrying explosives or of a type that might be used for terrorist activities. For example, bollards may be installed to limit the width of vehicles accessing the site. Tanker trucks or vehicles carrying flammable, explosive, or hazardous material are prohibited from parking in highway airspace. In addition to the security considerations noted above, approval for the use and occupancy of highway airspace for the parking of motor vehicles may not be granted unless proper consideration has been given to the need for the following:

1. Parking design or arrangement to assure orderly and functional parking.
2. Plantings or screening measures to improve the esthetics and appearance of the area.
3. Surfacing, lighting, fencing, striping, curbs, wheel stops, pier protection devices, etc.
4. Access for fire protection and fire fighting equipment.

Question 710.405_22: Can advertising signs be displayed within highway airspace?

On-premise signs, displays, or devices may be erected on structures occupying highway airspace, but only those indicating ownership and type of on-premise activities. Any signs are subject to regulation by the SDOT/SHA and

the FHWA for number, size, location, design, and other limitations of the MUTCD, the Highway Beautification Act (HBA) and the State-Federal sign control agreement. Local ordinances and requirements may also apply.

Question 710.405_23: What other types of compliance issues apply to highway airspace?

There are a number of additional provisions that must be met when considering a proposed highway airspace use. Coordination within the SDOT/SHA, and with local government and other responsible agencies should be undertaken early in the airspace proposal consideration process to allow for adequate reviews and required approvals. The SDOT/SHA would be the best source for requirements under State law, as well as information on where to determine other applicable requirements. Some examples of essential Federal concerns about compliance include:

1. Appropriate provisions within your State's Civil Rights requirements with respect to Title VI of the Civil Rights Act of 1964 and 49 CFR part 21.
2. Conformity with the Americans with Disabilities Act (ADA).
3. Conformity with the governing provisions of the Federal Aviation Administration, Federal Rail Administration, Federal Transit Administration, and other Federal agencies whose approvals may be required.
4. Environmental clearances under the National Environmental Policy Act (NEPA) {such as for air and water quality, wetlands, etc.}, to the degree these apply, as well as historical and other Federally-protected issues related to a proposed airspace lease.
5. To the extent appropriate, as determined by the SDOT/SHA and/or the FHWA, coordination with the U.S. Department of Homeland Security (DHS) to ensure adequate security of the facility may be necessary. Prior to any contact with DHS, the FHWA Division Office will coordinate with the Program Manager for Transportation Security, Office of the Administrator, FHWA Headquarters.

Question 710.405_24: What are the SDOT/SHA obligations for management of airspace use?

The SDOT/SHA should maintain an inventory of all authorized uses of airspace. This inventory should include at least the following items for each authorized use of airspace:

1. Location by project, survey station, or other appropriate method.
2. Identification of the authorized user of the airspace.
3. A three-dimensional description or a metes and bounds description.
4. As-built construction plans of the highway facility at the location where the use of airspace was authorized.
5. Pertinent construction plans of the facility authorized to occupy the airspace.
6. A copy of the executed airspace agreement.

Additionally, the SDOT/SHA should periodically inspect airspace facilities to ensure that the safety and security requirements specified in the lease are being properly maintained.

To provide Feedback, Suggestions or Comments for this page contact Kathleen Facer kathleen.facer@fhwa.dot.gov.

This page last modified on April 1, 2011

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United States Department of Transportation - Federal Highway Administration

Appendix E Purchase and Sale Agreement and Form Deed

PURCHASE AND SALE CONTRACT

This Purchase and Sale Contract (this "Contract") is made as of this _____ day of _____, 2016 (the "Effective Date"), by and between the Massachusetts Department of Transportation, a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts, duly established and existing pursuant to Chapter 6C of the Massachusetts General Laws, as amended, with an address of Ten Park Plaza, Boston, Massachusetts 02116 (the "Seller"), and _____, a _____ having an address of _____ (the "Buyer").

RECITALS

A. Seller is the owner of a certain parcel of land in the North End neighborhood of the City of Boston, Suffolk County, Massachusetts, known as Parcel 11A, situated at the corner of Hanover Street and Cross Street, containing approximately 2,950± square feet of land, as more particularly shown on EXHIBIT A (the "Property").

B. Seller issued a Request for Proposals, dated November 18, 2015 (the "RFP"), for the sale of the Property.

C. Buyer submitted the highest responsible bid in response to the RFP.

D. The Highway Administrator of Seller declared the Property excess to highway needs and approved the disposition of the Property on behalf of the Highway Division of Seller on October 28, 2015.

E. Seller is prepared to sell, transfer and convey the Property to Buyer, and Buyer is prepared to purchase, pay for and acquire the Property from Seller, all for the Purchase Price (as hereinafter defined) and on the other terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1. Agreement to Sell.

Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy, the Property.

ARTICLE 2. Purchase Price and Payment.

The total purchase price (the "Purchase Price") for the Property is _____ and ____/100 Dollars (\$_____). Subject to the terms and conditions of this Contract, the Purchase Price shall be paid as follows:

2.1. A deposit in the amount of _____ and ____/100 Dollars (\$_____) was previously paid by Buyer to Seller by certified check simultaneous with Buyer's submission of its response to the RFP (the "Submission Deposit"). The Submission Deposit is non-refundable except as otherwise expressly provided in this Contract. The Submission Deposit shall be held by Seller in accordance with the terms of this Contract, and shall not accrue interest. At the Closing, the Submission Deposit shall be paid to Seller and applied towards the Purchase Price payable at the Closing.

2.2 A deposit in the amount of _____ and ____/100 Dollars (\$_____) was previously paid by Buyer to Seller by certified check at the time of Seller's selection of Buyer as the highest responsible bidder in response to the RFP (the "Selection Deposit"), which Selection Deposit is non-refundable except as otherwise expressly provided in this Contract. The Selection Deposit shall be held by Seller in accordance with the terms of this Contract, and shall not accrue interest. At the Closing, the Selection Deposit shall be paid to Seller and applied towards the Purchase Price payable at the Closing.

2.3 The balance of the Purchase Price, shall be paid by Buyer at the Closing by wire transfer to an account designated by Seller or by bank cashier's or treasurer's check or a certified check payable to "Massachusetts Department of Transportation," whichever method is specified by Seller not later than three (3) business days prior to the Closing Date (as hereinafter defined).

ARTICLE 3. Conveyance of Title.

3.1 The Property shall be conveyed by a release deed (the "Deed") in substantially the form of EXHIBIT B attached hereto and incorporated herein by reference, running to Buyer or to a nominee wholly-owned by Buyer and designated by Buyer to Seller at least fifteen (15) days prior to the Closing Date, provided that Buyer and Seller shall mutually agree on the legal description of the Property to be included in the Deed prior to the Closing. Unless the Property is shown as a separate legal lot on a plan already recorded with the Suffolk County Registry of Deeds, Buyer shall, at its expense, prepare a plan in form acceptable for recording at the Suffolk County Registry of Deeds showing the Property as a separate legal lot and shall obtain all necessary governmental approvals so as to constitute the Property as a separate legal lot or as a parcel to be combined with Buyer's abutting land. Any such plan must be prepared in accordance with the specifications required by Seller's Highway Division Survey and Layouts section and must be submitted to Seller for its review and approval at least sixty (60) days prior to the Closing.

3.2 Buyer may, at its option, obtain each of the following at its own cost and expense: (i) a survey of the Property (the "Survey"); and (ii) a title insurance commitment for the Property. Except as to any matters objected to by Buyer in a written notice (a "Buyer's Title and Survey Notice") given to Seller on or before the seventh (7th) business day prior to the Due Diligence Expiration Date set forth in ARTICLE 5 hereof (the "Buyer's Title and Survey Notice Date"), Buyer shall be deemed to have accepted any survey matter affecting the Property and the state of title (and to have waived any objections thereto). Seller shall have five (5) business days following its receipt of a Buyer's Title and Survey Notice to notify Buyer by written notice as to whether or not Seller has elected to cure the matter or matters objected to by Buyer in such Buyer's Title and Survey Notice (a "Seller's Title and Survey Notice"). Failure of Seller to give the Seller's Title and Survey Notice shall be deemed an election by Seller not to cure such objection(s). If Seller elects or is deemed to have elected not to cure any matter objected to in such Buyer's Title and Survey Notice, Buyer shall notify Seller within three (3) business days following the date of such election or deemed election by Seller either (i) to waive its objection or objections to the matter or matters not being cured by Seller, without reduction of the Purchase Price; or (ii) to terminate this Contract by written notice to Seller, in which case the Submission Deposit and the Selection Deposit shall be promptly returned by Seller to Buyer and neither party shall have any further liability or obligation to the other hereunder except as otherwise expressly provided in this Contract. If Buyer fails to give notice of its election under the immediately preceding sentence within such 3-business day period, then Buyer shall be deemed to have waived its objection or objections to the matter or matters not being cured by Seller.

3.3 If Seller has elected to cure any matter, such matter shall be cured by Seller prior to Closing. Notwithstanding the foregoing or anything contained herein to the contrary, Seller shall be entitled, but not obligated, to use such portion of the Purchase Price as is necessary to pay off any mortgage or encumbrance securing the payment of money recorded against the Property (each, a "Monetary Encumbrance"), or any title objection. Buyer hereby acknowledges that any instruments evidencing the release or discharge of any Monetary Encumbrances or any matter to which Buyer objects pursuant to Section 3.2 or Section 3.4 may be recorded at or after the Closing in accordance with standard conveyancing practice reasonably acceptable to Buyer's title insurance company. Notwithstanding anything contained herein to the contrary, Seller shall have the right, in its sole and absolute discretion, after initially electing to cure a matter or matters set forth in Seller's Title and Survey Notice, to cease such efforts to cure the same, in which event Seller shall so notify Buyer and Buyer shall then have the 3-business day period described in the second to last sentence of Section 3.2 to make the election described in that sentence with respect to such matter or matters that Seller has elected not to cure.

3.4 Buyer may, prior to Closing, notify Seller in writing of any objection to title or survey (excluding objections to title and survey which have been waived by Buyer as hereinabove provided) first arising after the date of Buyer's Title and Survey Notice (each a "New Encumbrance") but not later than three (3) business days after Buyer's actual notice of the same. If Buyer does not object to any New Encumbrance as herein provided, Buyer shall be deemed to have accepted such New Encumbrance (and to have waived any objections thereto). In the event that Buyer gives written notice of objection to any New Encumbrance, Seller shall have the same options to cure and Buyer shall have the same options to waive its objections or to

terminate this Contract, as set forth above, in which event the Closing Date shall be extended in order to accommodate the process.

ARTICLE 4. Closing.

4.1 Unless this Contract is terminated pursuant to and in accordance with the provisions herein, the closing of the transactions contemplated hereby (the "Closing") shall take place on the first business day (the "Closing Date") that is one hundred (100) days after the Effective Date, unless otherwise agreed in writing by Buyer and Seller. The Closing shall take place at the offices of Seller or at such other location agreed upon in writing by Buyer and Seller.

4.2 At the Closing:

(a) Buyer shall deliver (1) the balance of the Purchase Price in the form described in Section 2.3 above, (2) a counterpart of a settlement statement executed by Buyer; (3) a fully completed and executed original of a M.G.L c. 7C, Section 38 Disclosure Statement in a form reasonably acceptable to Buyer and Seller; (4) certificates of good standing and legal existence issued by the Secretary of the Commonwealth; and (5) such other documents as Seller deems reasonably necessary or appropriate; and

(b) Seller shall deliver (1) the Release Deed; (2) a counterpart of a settlement statement executed by Seller's counsel, and (3) such other documents as Buyer's title insurance company deems reasonably necessary or appropriate (it being understood by Buyer, however, that Seller does not provide title indemnities and has its own forms of affidavits which cannot be modified to satisfy Buyer's title insurer).

ARTICLE 5. Due Diligence Investigations by Buyer.

5.1 Seller acknowledges and agrees that, during the Due Diligence Period (as hereinafter defined), Buyer shall, subject to the terms and conditions of this ARTICLE 5, be entitled to conduct an investigation of the Property, which shall be conducted at Buyer's sole cost and expense; including examination of the title to the Property, the Survey, and Buyer's investigations as to the compliance of the Property with all applicable laws, rules, codes and regulations. No environmental samplings, invasive or destructive tests (including, without limitation, tests for mold and radon, boring, drilling and sampling of soils, air quality or water) shall be conducted without Seller's consent, which consent shall not be unreasonably withheld provided that (i) such sampling or tests do not interfere with the operations of the Seller and (ii) Buyer has waived all objections to title and survey matters not being cured by Seller.

5.2 Notwithstanding anything to the contrary contained in this Contract, Seller acknowledges that if the results of any investigation performed by Buyer pursuant to this ARTICLE 5 are not acceptable to Buyer, in its sole and absolute discretion, then Buyer shall have the right to terminate this Contract by giving notice of such election to Seller on any day prior to and including the date (the "Due Diligence Expiration Date"), which is sixty (60) days after the Effective Date (the period from the Effective Date hereof to such date being the "Due Diligence Period"), in which event the Submission Deposit and the Selection Deposit shall promptly be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice,

Buyer's option to terminate this Contract in accordance with this Section 5.2 shall no longer be applicable after the Due Diligence Expiration Date, Buyer shall be deemed to have accepted all matters relating to the Property as of the expiration of the Due Diligence Period, and this Contract shall continue in full force and effect.

5.3 Seller shall, during the Due Diligence Period, make the Property available at reasonable times to Buyer and its agents, consultants and engineers for the performance of its investigations in accordance with the provisions of this ARTICLE 5 at no cost or expense to Seller and subject to this Section 5.3. In connection with its right to enter upon the Property set forth in this Section 5.3, Buyer hereby agrees (i) to restore the Property to its prior condition after the performance of any such inspections, and (ii) to indemnify and hold Seller harmless from and against any and all claims, loss, cost or damage arising out of actions taken by Buyer or its agents, engineers or consultants or its failure to satisfy the conditions of subsection (i) above, but expressly excluding loss, cost or damage arising merely out of discovery of pre-existing conditions.

Prior to entry on the Property pursuant to this ARTICLE 5, Buyer shall obtain the prior written approval of the Director of Seller's Highway Division, District 6 or his/her designee and shall obtain a work permit from Seller, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall apply for the written approval and work permit by completing the application available at http://www.mhd.state.ma.us/downloads/access_permits/AccessPermitApplication.pdf.

Prior to entry on the Property pursuant to this ARTICLE 5, Buyer (or its consultants or contractors) shall provide Seller with a certificate or certificates of insurance covering all days that Buyer and Buyer's consultants and contractors will be on the Property before the Closing Date, evidencing the insurance of the activities permitted hereunder, with companies that are reasonably acceptable to Seller as stated below, in which Buyer and others hereinafter specified are additional insureds as their interests may appear and which provides coverage as stated below:

- (i) Commercial General Liability Insurance
Insuring Buyer, Seller, and all activities allowed hereunder with coverage for personal injury, bodily injury and property damage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate. Umbrella liability coverage with limits of not less than Five Million Dollars (\$5,000,000.00) covering all work performed must also be provided. Such insurance shall be written on an occurrence basis as opposed to a claims made basis. These policies shall name Seller as an additional insured and shall contain a waiver of subrogation clause in favor of Seller.
- (ii) Automobile Liability Insurance
Automobile liability insurance shall be provided by Buyer with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of Buyer and its consultants and contractors that are used in the activities permitted hereunder. These policies

shall name Seller as an additional insured and shall contain a waiver of subrogation clause in favor of Seller.

(iii) Worker's Compensation Insurance

Worker's Compensation Insurance insuring all persons employed by Buyer in connection with any work done on or about the Property with respect to which claims for death or bodily injury could be asserted against Buyer or the Property with limits of liability of not less than those required by Chapter 152 of the General Laws of Massachusetts, as amended. The policy shall contain a waiver of subrogation clause in favor of Seller. Each of Buyer's contractors and consultants shall have similar policies covering their employees.

The indemnification, repair and restoration obligations of Buyer under this Section 5.3 shall survive the Closing and delivery of the Deed or any termination of this Contract notwithstanding any other provisions herein to the contrary.

5.4 Buyer shall give Seller written notice at least two (2) business days before Buyer or any of its consultants or contractors intend to enter upon the Property, and a representative of Seller shall have the right to be present when Buyer or its consultants or contractors conducts its or their investigations on the Property.

ARTICLE 6. AS IS, WHERE IS.

Buyer and Seller acknowledge and agree that the Property is being acquired by Buyer in an "AS IS", "WHERE IS" condition, "WITH ALL DEFECTS" and "WITH ALL FAULTS". Buyer acknowledges that it will be acquiring the Property on the basis of its own investigations. No representations or warranties, whether express, implied or statutory, have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of Seller as to title, condition (including, without limitation, subsurface conditions) or repair of the Property or the value, expense of operation, or income potential thereof, the reliability of any information furnished to Buyer, or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. Buyer hereby expressly releases the Seller Group (hereinafter defined) from any and all demands, actions, causes of action, suits, proceedings, damages, expenses, claims, counterclaims, third-party claims, cross-claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations, and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, or undisclosed, which Buyer now has or which may arise in the future, against the Seller Group or any of them (collectively "Claims"), arising from, in connection with, or caused by (a) Buyer's reliance upon any statements, representations or assertions of any of the Seller Group, or (b) the inaccuracy, incompleteness or unreliability of any of the information provided by any of the Seller Group with respect to the Property.

Buyer hereby waives, releases and forever discharges Seller, and any director, officer, employee, agent, consultant or person acting on behalf of Seller (collectively, the "Seller Group") of and from any and all Claims related in any way to the Property, including, without limitation, all liabilities or obligations relating to title, subsurface conditions, and environmental matters and Hazardous Materials (as hereinafter defined) located at, on, in, under or in the vicinity of the Property or migrating to or from the Property, regardless of whether such Hazardous Materials are located on, under, in or in the vicinity of the Property prior to or after the date hereof. Buyer hereby agrees not to assert, and hereby releases Seller Group from, any claim for contribution, cost, recovery or otherwise against Seller Group relating directly or indirectly to the physical condition of the Property including, without limitation, the existence of oil, lead paint, lead, radon, asbestos, mold, or Hazardous Materials or hazardous substances on, or the environmental condition of, the Property, whether known or unknown. For purposes of this paragraph, the term "Environmental Laws" shall mean all federal, state, or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, relating to the protection of human health, safety or the environment; and the term "Hazardous Materials" shall include any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material which is hazardous, toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal life or the environment or which are defined, determined or identified as such in any Environmental Laws or which are regulated or subject to clean-up authority under any Environmental Laws, including, but not limited to, materials defined as (A) "hazardous waste" under the Federal Resource Conservation and Recovery Act; (B) "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act, (C) "pollutants" under the Federal Clean Water Act; (D) "toxic substances" under the Toxic Substances Control Act; and (E) "oil or hazardous materials" under state law, including, without limitation, M.G.L. c. 21E and the Massachusetts Contingency Plan (310 C.M.R. 40.0000).

The parties agree that this Contract has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is expressly set forth in this Contract or the Exhibits annexed hereto. Buyer acknowledges that Seller has given Buyer the opportunity to inspect fully the Property and investigate all matters relevant thereto, and Buyer agrees to rely solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer.

The provisions of this ARTICLE 6 shall survive Closing.

ARTICLE 7. Conditions to Closing; Extensions to Satisfy.

7.1 Buyer's Conditions. Without limiting any of the other conditions to Buyer's obligations to close set forth in this Contract, the obligations of Buyer under this Contract are subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part by Buyer at or prior to Closing):

- 7.1.1 Subject to the provisions of ARTICLE 9 hereof, the Property shall be in substantially the same condition as at the expiration of the Due Diligence Period, reasonable use and wear excepted; and
- 7.1.2 Seller shall have performed, observed, and complied in all material respects with all covenants and agreements required by this Contract to be performed by Seller at or prior to Closing.

7.2 Extension of Closing Date. If on or before the Closing Date the condition to Buyer's obligation to close set forth in Section 7.1.2 has not been satisfied, Seller shall use reasonable efforts to attempt to satisfy such unsatisfied condition provided, however, that Seller shall not be obligated to incur any out-of-pocket expenses in connection therewith. If requested by written notice from Seller to Buyer, the Closing Date shall be extended for a period of up to sixty (60) days as specified in said notice in order to allow Seller to fulfill its obligations under this Section 7.2.

7.3 Seller's Conditions. Without limiting any of the other conditions to Seller's obligations to close set forth in this Contract, the obligations of Seller under this Contract are subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part by Seller at or prior to Closing):

- 7.3.1 All of the representations and warranties by Buyer set forth in this Contract attached hereto shall be true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing;
- 7.3.2 Buyer shall have performed, observed, and complied in all material respects with all covenants and agreements required by this Contract to be performed by Buyer at or prior to Closing; and
- 7.3.3 Seller shall have received all necessary approvals (if any) from the Federal Highway Administration for the sale of the Property.

7.4 Failure of Condition. If any condition to either party's obligation to proceed with the Closing is not satisfied at Closing (as the same may be extended), other than as a result of a default by the other party (the remedies for which are provided in ARTICLE 8 below), such party may either (a) terminate this Contract by delivering written notice to the other party on or before the Closing Date, whereupon the Submission Deposit and the Selection Deposit shall be immediately paid to such terminating party (and this shall be such party's sole and exclusive remedy at law and in equity as a result of such termination), or (b) elect to close, notwithstanding the non-satisfaction of such condition, in which event such party shall be deemed to have waived any such condition.

ARTICLE 8. Default.

8.1 Seller Default. In the event that Seller fails to fulfill any of its obligations hereunder in any material respect, Buyer's sole and exclusive remedy shall be the right to elect any one of the following rights and remedies:

- 8.1.1 Buyer shall have the right to terminate this Contract by notice to Seller, in which event the Submission Deposit and the Selection Deposit shall be paid to Buyer, and thereupon all obligations of the parties under this Contract shall terminate (except as otherwise expressly provided in this Contract);
- 8.1.2 Buyer shall have the right to waive the default or failure of conditions and proceed to Closing in accordance with the provisions of this Contract without any adjustment of the Purchase Price; or
- 8.1.3 Buyer shall have the right to pursue a suit for specific performance.

8.2 Buyer Default. In the event of a default by Buyer of any of its representations, warranties, covenants or obligations hereunder, it would be extremely impracticable and difficult to estimate the damage and harm which Seller would suffer, and because a reasonable estimate of the total net detriment that Seller would suffer in the event of Buyer's failure to duly complete the acquisition hereunder is the amount of the Submission Deposit and the Selection Deposit, Seller shall be entitled to receive and retain the Submission Deposit and the Selection Deposit as and for Seller's sole and exclusive remedy for damages arising from Buyer's failure to complete the acquisition in accordance with the terms hereof, and Seller shall have no further recourse or remedy at law or in equity for any breach by Buyer hereunder; provided, however that, notwithstanding anything herein to the contrary, in addition to Seller's ability to retain the Submission Deposit and the Selection Deposit, Seller shall also have the right to enforce Buyer's obligations under Section 5.3 hereof.

8.3 No Damages. Under no circumstances shall Seller or Buyer have the right to any actual, direct, indirect, consequential or punitive damages, "overhead" or similar charges, or any damages relating to lost profits or lost opportunities with respect to any such default by the other party hereto, it being understood that Seller and Buyer hereby waive their right to collect all damages and all of their rights and remedies on account of a default hereunder by the other party hereto except as set forth in this ARTICLE 8, and further agree that the remedies described in this ARTICLE 8 shall be their sole and exclusive remedies in the event of any such default.

ARTICLE 9. Damage or Destruction; Condemnation.

9.1 The obligations of the parties under this Contract shall not be affected by the occurrence of any fire or other casualty affecting the Property or any portion thereof, and Buyer shall pay the full Purchase Price at Closing without reduction.

9.2 If prior to the Closing Date, all or a material portion of the Property is taken by condemnation, eminent domain or by agreement in lieu thereof, or any proceeding to acquire, take or condemn all or a material portion of the Property is threatened or commenced, Buyer may either terminate this Contract (in which event Buyer shall be entitled to a return the Submission Deposit and the Selection Deposit and all other obligations of the parties hereto shall cease except as otherwise expressly provided in this Contract) or purchase the Property in accordance with the terms hereof, without reduction in the Purchase Price, together with an assignment of Seller's rights to any award paid or payable by or on behalf of the condemning

authority. If Seller has received payments from the condemning authority and if Buyer elects to purchase the Property, Seller shall credit the amount of said payments against the Purchase Price at the Closing (less amounts reasonably expended by Seller in repairing the damage or collecting the proceeds prior to the Closing Date).

ARTICLE 10. Closing Costs.

Seller and Buyer agree that Seller shall not be required to incur any third-party costs in connection with this Contract and that all closing costs shall be allocated to Buyer including, without limitation, the following:

10.1 Buyer's title policy expenses and premiums;

10.2 Survey expenses; and

10.3 The cost of recording the Deed and the plan described in Section 3.1.

No adjustments shall be made to the Purchase Price at Closing for real estate taxes or other matters.

ARTICLE 11. Broker.

11.1 Buyer represents hereby to Seller that it dealt with no broker in the consummation of this Contract. Buyer shall indemnify and save Seller harmless from and against any claim, loss, cost, damage, liabilities and expense (including, without limitation, reasonable counsel fees and court costs) arising from the breach of such representation by Buyer.

11.2 The provisions of this ARTICLE 11 shall survive Closing or the termination of this Contract.

ARTICLE 12. Representations and Warranties of Buyer.

Buyer hereby represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

12.1 There are no proceedings pending or, to Buyer's knowledge, threatened against it in any court or before any governmental authority or any tribunal which, if adversely determined, would have a material adverse effect on its ability to purchase the Property or to carry out its obligations under this Contract.

12.2 Buyer is not in violation of any legal requirements, now or hereafter in effect, relating to money laundering, anti-terrorism, trade embargoes and economic sanctions, including, without limitation, Executive Order 13224 and the Patriot Act. Buyer (i) is not (a) a Blocked Person or (b) owned, in whole or in part, directly or indirectly, by any Blocked Person; and (ii) does not (a) conduct any business or engage in any transaction or dealing with a Blocked Person or (b) deal in, or otherwise engage in, any transaction or dealing relating to any property, or interests in property, blocked pursuant to Executive Order 13224.

12.3 Buyer shall indemnify and defend Seller against and hold Seller harmless from any and all losses, costs, damages, liabilities and expenses (including, without limitation, reasonable counsel fees) arising out of any breach by Buyer of its representations and warranties hereunder.

12.4 The representations, warranties and indemnifications of Buyer contained herein and in any document executed by Buyer in connection herewith shall survive the Closing.

ARTICLE 13. Further Assurances.

13.1 Seller and Buyer shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order fully to carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments and documents as the parties were originally obligated to deliver by the terms of this Contract, such cooperation shall be without additional cost or liability.

13.2 The provisions of this ARTICLE 13 shall survive the Closing.

ARTICLE 14. Notices.

Any notice, consent or approval required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (iii) three business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

To Seller: Massachusetts Department of Transportation
 Office of Real Estate and Asset Development
 10 Park Plaza, Room 4470
 Boston, Massachusetts 02116
 Attention: Mark E. Boyle

with a copy to: Massachusetts Department of Transportation
 Office of General Counsel
 10 Park Plaza, Room 3510
 Boston, Massachusetts 02116
 Attention: Lauren D. Armstrong, Esq.

To Buyer: _____

or such other address as either party may from time to time specify in writing to the other. Any notice, consent, approval or extension of time hereunder may be given on behalf of a party by its attorney in accordance with the terms of this ARTICLE 14.

ARTICLE 15. Miscellaneous.

15.1 No Assignment; Successors and Assigns. This Contract may not be assigned by Buyer without the prior written consent of Seller in each instance, which consent may be withheld by Seller in its sole and absolute discretion. Subject to the terms of this paragraph, this Contract shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

15.2 Entire Agreement; Amendment. The parties understand and agree that their entire agreement is contained herein and that no warranties, guarantees, statements, or representations shall be valid or binding on a party unless set forth in this Contract. It is further understood and agreed that all prior understandings and agreements heretofore had between the parties are merged in this Contract which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Contract. This Contract may be changed, modified, altered or terminated only by a written agreement signed by Buyer and Seller.

15.3 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of choice of law or conflicts of law. For purposes of any suit, action or proceeding involving this Contract, Buyer and Seller hereby expressly submit to the jurisdiction of all federal and state courts sitting in the Commonwealth of Massachusetts and consent that any order, process, notice of motion or application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and the parties agree that such courts shall have exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, the parties agree upon the request of the other to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Contract brought in any federal or state court sitting in the Commonwealth of Massachusetts, and hereby further irrevocably waives any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient form.

15.4 Waiver of Trial by Jury. In recognition of the benefits of having any disputes with respect to this Contract resolved by an experienced and expert person, Buyer and Seller hereby agree that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by any party hereto on or with respect to this Contract or which in any way relates, directly or indirectly, to this Contract or any event, transaction, or occurrence arising out of or in any way connected with this Contract or the Property, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, EXPRESSLY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.

15.5 No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Contract.

15.6 Time of the Essence; Time Periods. Time is of the essence of this Contract. Any reference in this Contract to the time for the performance of obligations or elapsed time shall mean consecutive calendar or business days, months, or years, as applicable. As used in this Contract, the term “business day” shall mean any day other than a Saturday, Sunday, recognized federal holiday or a recognized state holiday in the Commonwealth of Massachusetts. If the last date for performance by either party under this Contract occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

15.7 Severability. If any term, provision, covenant, or condition of this Contract, or the application thereof to any person or any circumstance, is held to be unenforceable, invalid or illegal (in whole or in part) for any reason (in any relevant jurisdiction), the remaining terms, provisions, covenants, and conditions of this Contract, modified by the deletion of the unenforceable, invalid or illegal portion (in any relevant jurisdiction), will continue in full force and effect, and such unenforceability, invalidity, or illegality will not otherwise affect the enforceability, validity or legality of the remaining terms, provisions, covenants and conditions of this Contract so long as this Contract as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the deletion of such portion of this Contract will not substantially impair the respective expectations of the parties or the practical realization of the benefits that would otherwise be enforced upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision.

15.8 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument.

15.9 Construction of Agreement. This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Contract.

15.10 No Personal Liability. Buyer acknowledges and agrees that no officer, director, employee, agent, manager or representative of Seller shall ever have any personal liability under this Contract. Seller acknowledges and agrees that no officer, director, employee, agent, manager or representative of Buyer shall ever have any personal liability under this Contract.

15.11 Merger. Except as otherwise specifically provided herein or in any closing document, the acceptance of the deed by the recordation thereof shall be deemed to be a full and complete performance and discharge of every agreement and obligation of the Seller herein contained.

15.12 No Third Party Beneficiaries. Nothing in this Contract is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Contract.

15.13 Captions. The captions in this Contract are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Contract or any part hereof.

15.14 Recording. It is agreed hereby that neither this Contract nor any notice or memorandum hereof shall be recorded or filed with the Suffolk County Registry of Deeds or with any other governmental body.

15.15 No Offer. The submission of this Contract for review and execution shall not be deemed an offer by Seller to sell the Property nor a reservation or option for the Property on behalf of the Buyer. This Contract shall become effective and binding only upon the execution and delivery hereof by both the Buyer and the Seller.

15.16 IRS Real Estate Sales Reporting. Buyer and Seller hereby agree that Buyer shall act as "the person responsible for closing" the transaction which is the subject of this Contract pursuant to Section 6045(e) of the Code and shall prepare and file all informational returns, including IRS Form 1099S, and shall otherwise comply with the provisions of Section 6045(e) of the Code.

15.17 Third Party Costs Account. Simultaneous with Buyer's submission of its response to the RFP, Buyer paid to Seller by certified check the amount of Ten Thousand and 00/100 Dollars (\$10,000.00), which shall be held in a segregated account (the "Third Party Costs Account") and shall not accrue interest. Funds in the Third Party Costs Account shall be applied by Seller against any and all out-of-pocket expenses incurred by Seller in connection with this Contract and review of the design of Buyer's proposed improvements to the Property. If, in Seller's judgment, the funds remaining in the Third Party Costs Account are not sufficient to pay all such out-of-pocket expenses, then Buyer shall promptly supplement the funds of the Third Party Costs Account by the amount specified by Seller. Funds held in the Third Party Costs Account are non-refundable, except (a) such funds (less any amounts expended or required to reimburse Seller for any out-of-pocket expenses incurred by Seller in connection with this Contract) shall be returned to Buyer if Buyer terminates this Contract pursuant to Section 3.2, Section 5.2, Section 7.4 or Section 8.1.1, and (b) any funds in the Third Party Costs Account that remain unexpended following Closing and Seller's approval of the design of Buyer's improvements to the Property shall be returned to Buyer. For the avoidance of doubt, funds held in the Third Party Costs Account shall not be applied to the Purchase Price payable at Closing. Notwithstanding any provision of this Contract to the contrary, Seller shall have no obligation to convey the Property to Buyer or grant approval of the design of any improvements to the Property unless Buyer has made all required deposits to the Third Party Costs Account.

15.18 MEPA Compliance. Buyer shall deliver to Seller, at least fifteen (15) business days before the Closing Date, either (i) a written representation that the construction and operation of Buyer's proposed use of the Property ("Buyer's Project") does not require any filings with the Secretary of the Massachusetts Office of Energy and Environmental Affairs ("OEEA Secretary") under the Massachusetts Environmental Policy Act (G.L. c. 30, §§ 61 et

seq. and implementing regulations at 301 C.M.R. 11.00 et seq., as amended from time to time) (“MEPA”), or (ii) an executed Compliance Agreement in substantially the form attached hereto as Exhibit C. If, prior to the Closing Date, Buyer files with the OEEA Secretary an environmental notification form for Buyer’s Project, then Seller shall have no obligation to convey the Property to Buyer unless and until a MEPA Permit (as defined below) has been issued with respect to Buyer’s Project, notwithstanding any provision of this Contract to the contrary. The term “MEPA Permit” shall mean, to the extent required by MEPA in connection with construction and operation of Buyer’s Project, a certificate of the OEEA Secretary pursuant to 301 C.M.R. 11.06(7) stating that no environmental impact report is required for Buyer’s Project, if the same shall be issued (a “No EIR Certificate”), and otherwise shall mean a certificate of the OEEA Secretary pursuant to 301 C.M.R. 11.08(8) stating that the final environmental impact report with respect to Buyer’s Project adequately and properly complies with MEPA (a “FEIR Certificate”). For purposes of this Contract, the No EIR Certificate or the FEIR Certificate, as the case may be, shall not be deemed issued unless and until all applicable appeal periods have expired without any appeal having been taken (or, if taken, such appeal having been dismissed or settled with prejudice).

15.19 Historic Resource Considerations. Buyer acknowledges that development of the Property is subject to prior approval of the Massachusetts Historical Commission, in consultation with Boston Landmarks Commission, pursuant to a certain Memorandum of Agreement by and among the Federal Highway Administration, Massachusetts Historical Commission (as Massachusetts State Historic Preservation Officer), Boston Landmarks Commission, Seller (as successor to Massachusetts Department of Public Works) and the Advisory Council on Historic Preservation, a copy of which was previously furnished to Buyer (the “MOA”). By acceptance of the Deed, and as partial consideration therefor, Buyer shall covenant and agree to satisfy the requirements of the MOA.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as an instrument under seal as of the day and date first written above.

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

By: _____
Stephanie Pollack
Secretary and Chief Executive Officer

Approved as to form:

By: _____
Lauren D. Armstrong
Deputy General Counsel

[BUYER]

By: _____
Name:
Title:

EXHIBIT A

PROPERTY



EXHIBIT B
FORM OF DEED

RELEASE DEED

The MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts created pursuant to, and acting under the authority of, Chapter 6C of the Massachusetts General Laws, as amended, having a principal place of business at Ten Park Plaza, Boston, MA 02116, ("Grantor"), for consideration of _____ and __/100 Dollars (\$_____.__), the receipt and sufficiency of which is hereby acknowledged, and the covenants contained herein, does, hereby, grant and release, WITHOUT COVENANTS, to _____, a _____ having an address at _____, _____, ("Grantee"), all right, title and interest of Grantor, if any, in a parcel of land in the City of Boston, Massachusetts located at the intersection of Hanover Street and Cross Street (the "Premises"), which parcel is bounded as follows:

[legal description to be agreed upon by Buyer and Seller which shall include reference the plan required under Section 3.1 of this Contract]

For Grantor's title, see Certificate of Transfer of Title from the City of Boston to the Massachusetts Turnpike Authority dated April 29, 1959 and recorded with the Suffolk County Registry of Deeds in Book 7391, Page 174 [and Deed of the Commonwealth of Massachusetts to the Massachusetts Turnpike Authority dated June 22, 2007 and recorded with the Suffolk County Registry of Deeds in Book 42021, Page 1].

Pursuant to Chapter 25 of the Acts of 2009, as amended by Chapter 26 of the Acts of 2009 and Chapter 120 of the Acts of 2009, the Massachusetts Department of Transportation is the successor to the Massachusetts Turnpike Authority.

By acceptance of this Deed and as partial consideration thereof, Grantee, on behalf of itself, its successors and assigns, hereby, (i) accepts the Premises "as is", "where is", and "with all defects" and acknowledges that Grantor makes no representation or warranty as to the merchantability, fitness or suitability of the Premises for any particular use or purpose, (ii) covenants and agrees that, prior to the commencement of any land clearing, improvements or construction activities on the Premises, Grantee shall obtain Grantor's prior written approval of all building plans, specifications and construction schedules (collectively, the "Design

Submission”), which approval shall not be unreasonably withheld or delayed so long as (a) in Grantor’s judgment the proposed activities would not interfere with the safety, convenience or efficiency of Grantor’s transportation operations or infrastructure, and (b) Grantee has paid all fees due to Grantor pursuant to this paragraph, (iii) covenants and agrees to pay to Grantor, with each Design Submission, a fee calculated by Grantor to cover Grantor’s anticipated cost of reviewing the Design Submission, and (iv) covenants and agrees that, prior to the commencement of any land clearing, improvements or construction activities on the Premises, Grantee shall obtain written approval from the Massachusetts Historical Commission, in consultation with the Boston Landmarks Commission, that Grantee’s proposed use of the Premises is consistent with applicable design guidelines. The review and approval by Grantor of any Design Submission shall not (x) relieve Grantee of its sole responsibility for the accuracy, completeness and coordination of (or for errors or omissions in) the design of any improvements, or the consistency of such design with the requirements of applicable laws, codes and regulations, or (y) create any liability on the part of Grantor with respect to such design.

The Premises herein described are no longer needed for highway purposes and were formally declared excess to highway needs on _____, 2015 and approved by the Highway Administrator of Grantor, which approval is on file in Grantor’s offices.

This conveyance is made subject to all rights, restrictions, liens, encumbrances and easements of record, if any, in the Middlesex South District Registry of Deeds, insofar as same are now in force and applicable. Specifically incorporated herein are all easements, licenses and permits granted to public or private utilities and cable companies.

[Signature to follow on next page]

IN WITNESS WHEREOF, the Massachusetts Department of Transportation has caused these presents to be signed, sealed, acknowledged and delivered in its name and behalf by Stephanie Pollack, Secretary and Chief Executive Officer of the Massachusetts Department of Transportation, this _____ day of _____, 2016.

Stephanie Pollack
Secretary and Chief Executive Officer
Massachusetts Department of Transportation

Approved as to form:

Lauren D. Armstrong
Deputy General Counsel
Massachusetts Department of Transportation

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss _____, 2016

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Stephanie Pollack, in her capacity as Secretary and Chief Executive Officer of the Massachusetts Department of Transportation, who proved to me through satisfactory evidence of identification which was her personal identity known to me to be the person whose name is signed on the herein document and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Massachusetts Department of Transportation.

Print Name
Notary Public
My Commission Expires:

SEAL

Pursuant to the provisions of Section One of Chapter 64D of the Massachusetts General Laws, as amended by Chapter 198 of the Acts of 1978, and Chapter 133 of the Acts of 1992, no excise stamps are affixed.

EXHIBIT C
COMPLIANCE AGREEMENT

MEPA AGREEMENT

The undersigned in partial consideration and as a condition to the release deed (the “Deed”) for the parcel of Massachusetts Department of Transportation land known as Parcel 11A, containing approximately 2,950 square feet of land situated at the corner of Hanover Street and Cross Street in the North End neighborhood of the City of Boston, Massachusetts, including any buildings, structures and improvements thereon, if any (collectively, the “Land”), acknowledges and agrees that if there is any work or activities proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act (“MEPA”) regulations at 301 C.M.R. 11.00 et. seq. (“MEPA Regulations”) and which has not been previously subject to MEPA review, then prior to “Commencement of Construction” as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the Land was acquired from the Massachusetts Department of Transportation within five (5) years of the acquisition shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land acquired from the Massachusetts Department of Transportation extends to all aspects of the project undertaken on such land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Massachusetts Department of Transportation evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five (5) years after the execution and delivery of the Deed.

This agreement survives the delivery of the Deed and binds the undersigned and its successors and assigns.

Executed as of the ____ day of _____, 2016.

[BUYER]

By: _____

Name:

Title:

Received by:

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

By: _____

Name:

Title:

Appendix F Section 106 Memorandum of Agreement

MEMORANDUM OF AGREEMENT

WHEREAS, the Federal Highway Administration (FHWA) has determined that the Third Harbor Tunnel, Interstate 90/Central Artery, Interstate 93 will have an adverse effect upon properties included in or eligible for inclusion in the National Register of Historic Places and has requested the comments of the Advisory Council on Historic Preservation (Council) pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and its implementing regulations, "Protection of Historic and Cultural Properties" (36 CFR Part 800),

NOW, THEREFORE, FHWA, the Massachusetts State Historic Preservation Officer (SHPO), and the Council agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

Stipulations

1. HISTORIC AMERICAN BUILDING SURVEY (HABS) / HISTORIC AMERICAN ENGINEERING-RECORD (HAER) RECORDING.

FHWA will ensure that prior to alteration or demolition of the properties listed below, HABS/HAER (National Park Service, Mid Atlantic Regional Office, 143 South Third Street, Philadelphia, PA., 19106; Mr. John Hnedak (215) 597-1577) will be contacted to determine the level of documentation required to provide a permanent record of the properties. First, a list of the properties, with a summary of their National Register significance (the description given in the case report), will be forwarded to HABS/HAER. All documentation must be accepted by HABS/HAER and the Massachusetts State Historic Preservation Officer (SHPO) prior to alteration or demolition of the properties.

This stipulation refers to the following list of properties:

Fort Point Channel
Summer Street Bridge
Old Colony Railroad Bridge
Charles River Building
Stop and Shop Building

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Boston, Massachusetts

2. FORT POINT CHANNEL DESIGN DEVELOPMENT GUIDELINES

FHWA will ensure that design development in this area will include the following:

a. Design and location of the ventilation building in a manner that is sympathetic to, and respectful of, the characteristics of surrounding historic properties with regard to massing, color, building material, detail, and scale.

b. Granite facing will be used in the new section of the Fort Point Channel bulkhead to make it visually consistent with the existing bulkhead in color, texture, configuration, and design.

c. Reconstruction of the one span of the Summer Street Bridge removed during project construction will be in a manner that reuses as much original fabric as possible and results in the same configuration as the original.

d. Landscaping improvements along the Boston side of the Channel will be designed to enhance those characteristics of the historic district that make it eligible for listing in the National Register of Historic Places.

e. During preliminary project design, there will be continuing study and negotiation with the U.S. Postal Service concerning the use of land between the existing Dorchester Avenue and the Channel bulkhead for project right-of-way. The final design of the new Dorchester Avenue will be such as to minimize impacts to the historic characteristics of Fort Point Channel and adjacent historic resources, including impacts related to pedestrian and vehicular traffic flow.

f. Preliminary and final design, and construction specifications, will be submitted to the Massachusetts SHPO, prior to start of construction, for review and approval in consultation with the Boston Landmarks Commission (BLC) regarding consistency with the design development guidelines outlined above.

3. STOP AND SHOP BAKERY BUILDING LOADING DOCK RELOCATION.

FHWA will ensure that the loading facilities of the Stop and Shop Bakery Building, a building included in the Causeway/North Washington Streets District, a property eligible for listing in the National Register, will be modified either to continue present operations or to serve an alternative building use with lesser loading requirements, in order to

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ensure the continued economic viability of the building. Preliminary and final design and construction specifications for the building modification shall be reviewed and approved by the SHPO in consultation with the BLC.

4. REVIEW OF DESIGN AND CONSTRUCTION SPECIFICATIONS

FHWA will ensure that potential adverse construction effects on all historic properties described in its Preliminary Case Report are minimized or avoided through appropriate preliminary and final design and construction specifications, reviewed and approved by the SHPO in consultation with the BLC, and through the appointment to the project design team by the MDPW a Project Conservator. The Project Conservator's job description and qualifications shall be approved and his/her ongoing responsibilities reviewed by the SHPO in consultation with the BLC. The Conservator's responsibilities shall involve overseeing the development of measures for mitigating the adverse effects of construction on standing historic properties. These mitigation measures shall be included as part of the construction specifications.

5. JOINT DEVELOPMENT DESIGN GUIDELINES

a. FHWA will ensure that potential adverse effects (as defined in Section 800.3(b) of the Council's Regulations, "Protection of Historic and Cultural Properties" (36 CFR Part 800)) from the use of air-rights and other joint development ventures, and the development of ventilation structures, and surface street improvements on historic properties described in FHWA's Preliminary Case Report will be minimized or avoided through appropriate design. Design guidelines will be developed by the Massachusetts Department of Public Works, in consultation with the Massachusetts SHPO, BLC, and other interested groups, for joint development affecting such properties.

b. Preliminary and final design and construction specifications for joint development ventures, as they affect historic properties described in FHWA's Preliminary Case Report, will be reviewed and approved by the Massachusetts SHPO in consultation with BLC for consistency with the above design guidelines. The MDPW shall ensure, as a condition to disposal of joint development and air rights parcels, compliance with this stipulation prior to and following parcel disposition.

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Boston, Massachusetts

6. ARCHAEOLOGY

A. Identification and Evaluation

1. Based on the preliminary Phase I (Step 1) survey work already conducted, FHWA shall ensure that a Phase I, Step 2/Phase II archaeological investigation of the project's proposed area of environmental impact be conducted in consultation with the MDPW, SHPO and BLC. This investigation will be initiated 90 days following ratification of this Agreement and release of funds for additional planning and design studies. This investigation shall include, at a minimum, the following elements:

(a) Preparation of an appropriate research design, outlining and justifying important research problems that may be addressed by investigation of archaeological resources in the project area, and a proposed scope of work and work plan for field investigation integrating the results of the following:

(1) Acquisition of additional historical and engineering/utility documentation on past disturbances that may preclude areas from field testing;

(2) Acquisition of additional historical documentary information concerning potential significance of historic and prehistoric archaeological sites and their eligibility for nomination to the National Register of Historic Places.

(b) This program for investigation including the research design, scope of work and work plan will be reviewed by MDPW and the SHPO prior to implementation.

2. Implementation of field testing and evaluation based on the scope of work and work plan and in the context of the research design.

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3. A written report describing the results of the documentary research, field testing and applied National Register criteria 36 CFR Part 63 and containing recommendations on the significance of identified resources, will be provided to MDPW, the Massachusetts SHPO, and BLC. These recommendations will be subject to review by MDPW and the Massachusetts SHPO in consultation with BLC.

B. Treatment and Additional Studies

Based on the results of the documentary research and field testing work, a plan will be developed in consultation with MDPW, the Massachusetts SHPO and BLC that includes provisions for avoidance or preservation in place of significant archeological remains, where feasible and practical, through design and engineering development or construction specifications as set forth in Stipulation 4 above. If avoidance or preservation in place is not feasible and practical, and the Massachusetts SHPO concurs in this determination, the plan will include provisions for Phase III data recovery or other appropriate treatment consistent with the Council's Handbook, Treatment of Archaeological Properties (Attachment 1). The plan will be submitted to the Massachusetts SHPO and the Council for review and approval in consultation with BLC prior to implementation.

C. Performance Standards

1. All historic and archaeological investigations called for under Stipulation 5.a. and b. above will be conducted by qualified individuals who meet, at a minimum, the appropriate qualifications in "Professional Qualifications" contained in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (Attachment 2) and in a manner consistent with those Standards and Guidelines and the Council's Handbook (Attachment 1).

2. Curation arrangements and materials conservation will be agreed upon by the MDPW and Massachusetts SHPO in consultation with BLC. Copies of final technical reports and papers resulting from the investigations will be provided to the Massachusetts SHPO, the National Park

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Service, BLC, interested local academic institutions, and the Council. A camera ready copy of a popular report suitable for local public dissemination describing the results of any significant archaeological data recovery will be prepared for the project.

7. The Massachusetts SHPO shall review within 30 days of receipt any documents submitted by FHWA in accordance with any of the stipulations written above. Failure by the Massachusetts SHPO to respond within 30 days of receipt of any complete documents from FHWA shall be deemed to constitute full approval of such documents under the stipulations written above. If the Massachusetts SHPO and FHWA fail to agree, then the agency shall submit documentation to the Council and request consultation under 36 CFR 800.6.

Execution of this Memorandum of Agreement evidences that FHWA has afforded the Council a reasonable opportunity to comment on the Third Harbor Tunnel, Interstate 90/Central Artery, Interstate 93 and its effects on historic properties and the FHWA has taken into account the effects of its undertaking on historic properties.

James G. Welch 2/24/84
(date)
Federal Highway Administration

Patricia L. Weslowski (date) 2/27/84
Massachusetts State Historic
Preservation Officer

Marcia Myer (date) 2/28/84
Executive Director
Boston Landmarks Commission

Robert J. McDonagh (date) 2-28-84
Chief Engineer
Massachusetts Department of Public Works

Robert Dawsey April 5, 1984
Executive Director
Advisory Council on Historic Preservation

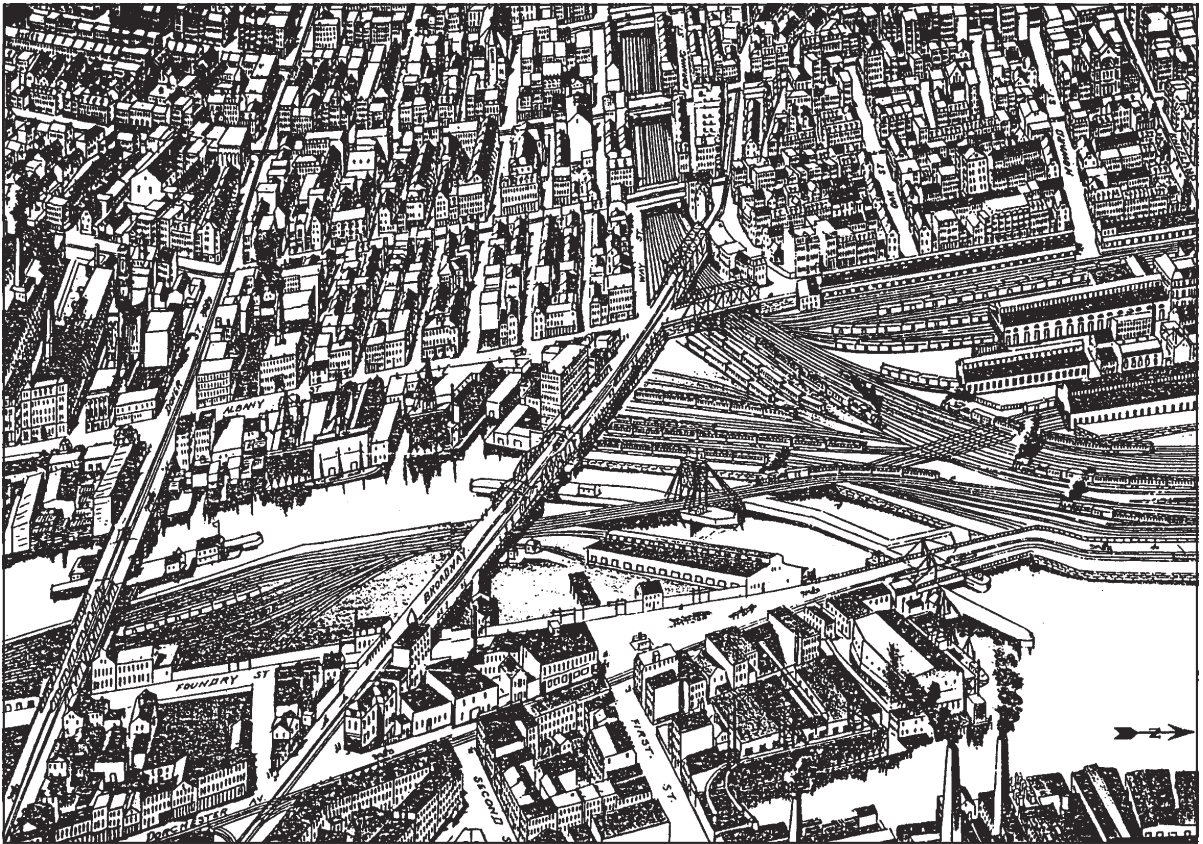
Alexander Klitch (date) 4/11/84
Chairman
Advisory Council on Historic Preservation

Appendix G Excerpts from Historic Resource Considerations

Commonwealth of Massachusetts



Central Artery (I-93) / Tunnel (I-90) Project



HISTORIC RESOURCE CONSIDERATIONS FOR JOINT DEVELOPMENT

Design Guidelines & Technical Support

November 2002

Amended October 2004

Prepared for the Massachusetts Turnpike Authority
by Bechtel / Parsons Brinckerhoff
Wallace Floyd Design Group
Wendy Frontiero, Preservation Subconsultant

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Figure 2: Plan of the City of Boston, 1837 (Boynton)

Figure 3: New Map of Boston, 1856 (Boston Almanac)

Figure 4: Bird's Eye View of Boston, 1899 (Downs): *Bulfinch Triangle and North End*

Figure 5: Bird's Eye View of Boston, 1899 (Downs): *Financial District and Waterfront*

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Figure 7: CA/T Joint Development Parcels and Adjacent Historic Properties

Figure 8: Parcel 7 View Corridor (Old North Church)

Figure 9: State Street View Corridor

Figure 10: Broad Street View Corridor

Figure 11: Pearl Street and Congress Street View Corridors

Appendices

- A. National Historic Preservation Act: Sections 106 and 110(f) Department of Transportation Act of 1966: Section 4(f)
- B. CA/T Memorandum of Agreement on Cultural Resources
- C. CA/T Inventory of Historic Resources
- D. Letter of 1/25/99 from Massachusetts Turnpike Authority to Mass. Historical Commission
- E. Article 49 – Central Artery Special District, Article 40 – South Station Economic Development Area, Article 43 – Chinatown District, of the Boston Zoning Code

**HISTORIC RESOURCE CONSIDERATIONS FOR JOINT DEVELOPMENT
DESIGN GUIDELINES & TECHNICAL SUPPORT**

Acknowledgement

The enclosed document, Historic Resource Considerations for Joint Development; Design Guidelines & Technical Support (the "Guidelines") has been prepared by the Central Artery/Tunnel ("CA/T") Project in fulfillment of its commitments under both the environmental impact statement process and Section 106 of the National Historic Preservation Act.

In 1984, the Section 106 agencies represented below signed the Project's Memorandum of Agreement (the "MOA") on historic and archaeological resources. The MOA contains six stipulations by which the CA/T Project must address potential adverse effects—including visual effects of new development on parcels made available by the CA/T Project.

In compliance with the MOA, the CA/T Project has prepared the attached Guidelines, dated October 2002. The undersigned acknowledge that:

1. The Guidelines fulfill the Project's obligations to prepare joint development design guidelines under Stipulation 5(a) of the MOA;
2. Pursuant to Stipulation 5(a) of the MOA, the Guidelines were developed in consultation with the Section 106 agencies and are hereby approved by them;
3. Pursuant to Stipulation 5(b) of the MOA, the Guidelines will form the basis of future review by the Massachusetts Historical Commission ("MHC") and Boston Landmarks Commission ("BLC") of joint development on parcels included in the Guidelines;
4. Relevant portions of the Guidelines will be included in all Massachusetts Turnpike Authority ("MTA") disposition documents for CA/T joint development parcels that are included in the Guidelines, and will be referenced in all MTA agreements for CA/T joint development parcels that are included in the Guidelines;
5. The Guidelines can be amended by MTA through a process that includes consultation with MHC and BLC, as provided for in the Guidelines.

FEDERAL HIGHWAY ADMINISTRATION

BY: Alexander Clemente Date: 10/30/02
Name: Stanley Gee
Title: Division Administrator

MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER

BY: Brona Simon Date: 10/30/02
Name: Brona Simon
Title: Deputy State Historic Preservation Officer

BOSTON LANDMARKS COMMISSION

BY: Ellen Lipsey Date: 10/30/02
Name: Ellen Lipsey
Title: Executive Director

MASSACHUSETTS TURNPIKE AUTHORITY

BY: Michael P. Lewis Date: 10/30/02
Name: Michael P. Lewis
Title: CA/T Project Director, Authorized Representative of Massachusetts Highway Department

Executive Summary

This report presents considerations for the development of approximately 25 parcels of land above the new Central Artery alignment, an area that is adjacent to numerous historic districts and individually significant properties. In compliance with regulatory requirements and commitments, this document reinforces the city-building benefit of the CA/T Project, identifying opportunities to protect the architectural qualities that make Boston's history an essential part of its character.

This report has two parts. The first, design guidelines, recommends architectural characteristics for new design that will be compatible with surrounding historic properties. Design issues are addressed on three levels - corridor-wide, neighborhoods, and individual parcels - to reflect the multiple ways in which architecture relates to city life. The guidelines are deliberately flexible in nature, to encourage creativity and excellence as well as compatibility.

The second part of this document provides technical support and background for the design guidelines. It includes the context of environmental regulations and CA/T Project commitments, and an overview of the downtown area's architectural and historical significance. This section of the report was developed before the guidelines, and has previously been published as an independent document.

Introduction

A. Purpose of This Report

The Central Artery/Tunnel (“CA/T”) Project will make available a significant amount of newly developable land in the center of downtown Boston. This event offers a tremendous opportunity to reunite historic areas of the city through views, circulation, and architectural relationships. Future non-highway uses of the land and air rights above the new Central Artery tunnel (“joint development”) have therefore been the subject of extensive planning and review since the beginning of the CA/T Project.

This review has included the Project’s environmental impact report process under the Massachusetts Environmental Policy Act (“MEPA”), and various City of Boston planning processes. Another related action is the Project’s execution of a Memorandum of Agreement pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and its implementing regulations, “Protection of Historic and Cultural Properties” (36 CFR Part 800). As a result of these review processes, the Project is committed to minimizing potential adverse effects of joint development on historic resources within the Project area—including visual effects of new parcel development.

The Project’s Memorandum of Agreement on historic and archaeological resources (“the Section 106 MOA” or “MOA”) was signed in 1984 by the Federal Highway Administration (“FHWA”), the Advisory Council on Historic Preservation, the Massachusetts Historical Commission (“MHC”) acting as the State Historic Preservation Officer (“SHPO”), and the Boston Landmarks Commission (“BLC”). Under the MOA, joint development of CA/T Project land and air rights is subject to substantial review commitments. Stipulation 5 of the MOA has three major components:

1. The preparation of design guidelines by the Massachusetts Highway Department (“MassHighway”), in consultation with MHC, BLC, and other interested groups;
2. The review and approval of individual joint development projects by MHC, in consultation with BLC, for consistency with the design guidelines, and
3. MassHighway’s commitment to ensure compliance with this design review as a condition of any future property disposition.

In fulfillment of the first part of Stipulation 5, this document contains the required design guidelines (Part 1), and has been developed with the required consultation and concurrence of MHC and BLC. This document also contains a technical report (Part 2) with background information and analysis, as required by the Project’s 1991 Final Supplemental Environmental Impact Statement/Report. Together, these historic resource considerations are intended to inform the ongoing joint development process as more detailed plans and designs develop.

B. Project Description

The CA/T Project is a project of the Commonwealth of Massachusetts, through MassHighway, and the Federal Highway Administration. The Project will replace the elevated Interstate 93 (“I-93”) in Boston with a widened, mostly underground highway; will complete a major new bridge at the crossing of the Charles River; and will construct an extension of Interstate 90 (the “Massachusetts Turnpike”) from its current terminus at I-93, through South Boston to the new Ted Williams Tunnel, connecting to Logan Airport and East Boston. The Project is also undertaking related work, including

surface street and sidewalk reconstruction, utility relocations, and extensive open space improvements.

In the portion of the CA/T Project between Kneeland and Causeway streets (referred to as the “Central Area” or the “Central Artery Corridor”), the Project will construct ramps connecting the surface streets and the Sumner, Callahan, and new I-93 tunnels. The surface street system above the new tunnels will also be reconstructed by the CA/T Project.

Under the provisions of M.G.L. Chapter 81A, signed into law in 1997, the Massachusetts Turnpike Authority (“MassPike”), has assumed management of the CA/T Project, and will operate the completed highway system. MassPike will also own the highway and all associated facilities, land, and air rights. In assuming control of the CA/T Project, MassPike also is assuming MassHighway’s responsibilities regarding fulfillment of CA/T Project mitigation commitments, including those under the Section 106 MOA. This point was affirmed in a letter from MassPike to MHC dated January 25, 1999, attached as Appendix D.

MassHighway (formerly the Massachusetts Department of Public Works) and FHWA initiated the CA/T Project in the mid-1970s, studying alternative routes and highway configurations and their respective environmental impacts. In 1982 and 1983, a Draft Environmental Impact Statement/Report (Draft EIS/R) was issued for review by regulatory agencies and the public. After addressing the comments of governmental bodies, organizations, and individuals, the Final Environmental Impact Statement/Report (Final EIS/R) was certified in 1985.

In 1986, planning for the Project resumed as state and federal funds were made available. Issues that were unresolved at the time of the Final EIS/R were further developed, and modifications were made to the design in response to agency and public comments. These refinements and changes to the Project culminated in a Draft and Final Supplemental Environmental Impact Statement/Report (Draft and Final SEIS/R), which were reviewed and certified: the Draft SEIS/R in 1990, and the Final SEIS/R in 1991.

Additional changes required in the Charles River Crossing area resulted in another Supplemental Environmental Impact Statement/Report (SEIS/R), which was completed in December 1993 and certified in 1994.

C. Planning Context

This historic resource considerations report is part of a series of related efforts and documents that plan for surface development after construction of the underground Central Artery. The identification and study of significant historic properties began in 1982. Lists of properties and districts were included in the Project’s Inventory of Historic Resources in the 1985, 1990, and 1993 EIS/R, and have been updated to the present time. The CA/T Inventory of Historic Resources forms the basis for analyzing all of the Project’s effects on historic properties, and has been developed in consultation with the Mass. Historical Commission and Boston Landmarks Commission. A copy of the Inventory is included in this document as Appendix C.

Planning and design of the CA/T Project has consistently included the accommodation of “joint development,” or the non-highway use of highway right-of-way. In 1991, the Project completed the Joint Development Parcel-by-Parcel Analysis for the Central Area. This work is a study of modifica-

tions to the preliminary tunnel design that would be necessary to accommodate the Boston Redevelopment Authority's proposed land use plan for joint development of the CA/T Project parcels.

Parallel to the CA/T Project's work, a public/private process led by the Boston Redevelopment Authority ("BRA") began to establish the urban design and planning framework for joint development. The Boston 2000 effort encompasses a wide range of issues related to joint development. Among these are land use and urban design; disposition and open space management; and development and financing. The resultant Boston 2000 Plan, issued in January 1991, establishes land uses and guidelines for parcels above the underground Central Artery between Causeway and Kneeland streets. The City subsequently adopted zoning reflective of the Boston 2000 plan, and incorporated Boston 2000 within its comprehensive plan.

In May 1996, the BRA, MassHighway, Move Massachusetts 2000, and the Artery Business Committee convened the Boston 2000 Implementation Program. This effort tested the feasibility of the original Boston 2000 Plan, and identified issues to be addressed in implementing it. A working group was formed of representatives from public agencies, the business community, neighbors, and other organizations to review, elaborate, and plan for implementation of the Boston 2000 Plan. Progress reports were issued in November 1997 and January 1998.

D. Scope

The geographic area encompassed by this report is the Central Area of the CA/T Project, extending between Kneeland and Causeway streets. Joint development parcels include land and air rights over and adjacent to the Central Artery alignment, for which the Commonwealth, through MassHighway, owns or will acquire long-term property rights in order to construct the CA/T Project, and which are anticipated to be developed for non-highway uses.

These design considerations apply only to CA/T joint development parcels. Consideration of the historic resource implications of highway design, ventilation buildings, and surface restoration undertaken by the CA/T Project is covered by other design review processes of the Project. Moreover, only parcels that MassHighway owns or leases, and therefore has control over, are included in this report. Development above the highway where the Project has only subsurface or other easements—as in most of South Boston, Parcel 20, and Parcel 1C—is not covered by these guidelines.

Finally, these design considerations are limited to minimizing potential adverse impacts on extant historic resources as identified in the CA/T Inventory of Historic Resources, and as required in the Section 106 MOA. The guidelines apply only to exterior features of new development, and are specifically targeted to the architectural qualities that contribute to the historic significance of adjacent historic resources. As agreed by the Section 106 agencies, the historic resource considerations for joint development do not address interpretive or commemorative opportunities, unless they are covered by specific requirements of the MOA.

E. Organization of This Report

The Historic Resource Considerations Report consists of the Executive Summary; Table of Contents; Part 1, the design guidelines; Part 2, a review of regulatory and contextual considerations; a bibliography; and several appendices containing reference documents and agreements, as well as the full CA/T

Inventory of Historic Resources. Illustrations include a map locating CA/T joint development parcels, diagrams of view corridors to be preserved, and selected historic plans and views of Boston.

F. Authors and Contributors

Part 1 of this report, the design guidelines, was prepared by Don Kindsvatter with the Wallace Floyd Design Group (“WFDG”), and Wendy Frontiero, preservation subconsultant to WFDG for the CA/T Project. Editorial contributions were provided by Dana Tanimoto, formerly of the CA/T Project staff, and William Tuttle of the Massachusetts Turnpike Authority.

Part 2, the technical support section, was prepared by Wendy Frontiero. It is based partly on a manuscript drafted by McGinley Hart & Associates (“MHA”), the architectural and planning firm that was engaged by MassHighway to serve as the Project Conservator. Individual contributors to the MHA report included David Hart, Paul J. McGinley, Frederic C. Detwiller, Leslie E. Donovan, and Jane Carolan. Additional material and editing for this part of the report were provided by William Tuttle.

Published documents consulted in the preparation of this report are listed in the Bibliography.

Part 1 – Design Guidelines

I. Introduction

These design guidelines will help shape the development of many important sites along the Central Area corridor. The Massachusetts Turnpike Authority is committed to ensuring that new development along this corridor is compatible with the unique historic character of surrounding districts, and of individually significant properties. Furthermore, the Massachusetts Historical Commission and Boston Landmarks Commission strongly encourage creative new design that acknowledges and interprets the patterns of historic context, rather than imitates historic styles or details. New and historic buildings should become partners in shaping the architectural identity of Boston.

In order to sustain vitality in the combination of old and new buildings, this report emphasizes general principles for design relationships, rather than closely defined rules. Both quantitative and qualitative studies have been made to abstract the character-defining features of historic resources in downtown Boston. Flexible, performance-based criteria were then developed, to intentionally allow for a range of negotiable alternatives to design problems.

These guidelines are intended to be used in conjunction with the previously published document entitled *Historic Resource Considerations for Joint Development* (1999). Included in its entirety (and slightly updated) as Part 2 of this report, the earlier document provides technical support for the design guidelines in the form of background analysis and historic context.

The development of these design guidelines is the first of three main commitments by the Project under the Section 106 MOA that relate to the joint development process. The other two commitments that MassPike is actively working to fulfill include the following:

1. **Condition of parcel disposition.** MassHighway and the Mass. Turnpike Authority are required to impose MHC's review and approval of joint development designs by MHC, in consultation with BLC, for consistency with these design guidelines as a condition of any property disposition. MassPike will include this condition in all disposition agreements relating to CA/T Project joint development parcels.

Moreover, any significant exterior changes proposed in the future to eventual joint development projects will be subject to the same guidelines and review procedures.

2. **Review and approval of joint development projects.** Preliminary and final design and construction documents for joint development projects, as they affect identified historic resources, will be submitted to MHC for review and approval, in consultation with BLC, for consistency with these design guidelines.

MassPike will require designated building developers to submit all proposed joint development designs directly to MHC, and will make MHC's review and approval of the designs for consistency with these design guidelines a condition of proceeding with construction.

The following excerpts from the MOA describes the Project's commitment to joint development; the full text of the MOA is included as Appendix B.

5. JOINT DEVELOPMENT DESIGN GUIDELINES

a. FHWA will ensure that potential adverse effects (as defined in Section 800.3(b) of the Council's Regulations, "Protection of Historic and Cultural Properties" (36 CFR Part 800)) from the use of air-rights and other joint development ventures, and the development of ventilation structures, and surface street improvements on historic properties described in FHWA's Preliminary Case Report will be minimized or avoided through appropriate design. Design guidelines will be developed by the Massachusetts Department of Public Works, in consultation with the Massachusetts SHPO, BLC, and other interested groups, for joint development affecting such properties.

b. Preliminary and final design and construction specifications for joint development ventures, as they affect historic properties described in FHWA's Preliminary Case Report, will be reviewed and approved by the Massachusetts SHPO in consultation with BLC for consistency with the above design guidelines. The MDPW shall ensure, as a condition to disposal of joint development and air rights parcels, compliance with the stipulation prior to and following parcel disposition.

All CA/T joint development parcels will be subject to City of Boston or other local zoning and regulation. These guidelines are in addition to, and do not supersede, land uses, dimensional regulations, or design guidelines in Article 49 of the Boston Zoning Code, or any other guidelines that the Boston Redevelopment Authority may issue. On issues relevant to affected historic resources, development of CA/T joint development parcels must comply both with the Boston Zoning Code and with these guidelines.

MassHighway and the Turnpike Authority recognize that these design guidelines will be enforced through sale documents or leases with terms of up to 99 years, during which time there may be changes in the surrounding physical environment, planning context, and construction technology. Future changes to the guidelines may therefore be developed by the Massachusetts Turnpike Authority in consultation with the Massachusetts Historical Commission and the Boston Landmarks Commission.

Although the Boston Zoning Code designates certain parcels as open space, these design guidelines allow for the possibility of changing land uses over time. In the event that zoning or other land use restrictions change, guidelines for buildings are provided for all Central Area parcels, whether currently zoned as open space parcels or for building uses.¹ It is not the intent of these guidelines to determine land uses, but rather to address the architectural issues of massing, materials, articulation, and scale that affect adjacent historic resources.

These guidelines apply only to the Central Area parcels (1, 1B, 2, 2A, 2C, 6, 7, 8, 9, 10, 11A, 11B, 12, 13, 14, 15, 16, 17A, 17B, 18, 19, 21, 22, 23D) and to parcels along Kneeland Street (24, 25,

¹ Current designations for open space and building parcels are as follows:

OPEN SPACE: Parcels 8, 10, 13, 14, 15, 16, 17A, 17B, 18, 19, 21, 22, and 23D.

BUILDINGS: Parcels 1, 1B, 2, 2A, 2C, 6, 7, 9, 11A, 11B, 12, 24, 25, 26A, and 26B.

(The land use for Parcel 12 is currently being reconsidered by the BRA's North End Advisory Committee.)

26A, 26B). Joint development opportunities elsewhere on the CA/T Project are quite limited. In addition, the guidelines include only parcels that are under the direct control of MassHighway or the Turnpike Authority. The Project may affect other parcels, but MassPike, as MassHighway's successor, has the authority to control design and development only on the parcels that it owns or will own. (See discussion of Scope in Section D of the Introduction.)

The guidelines are organized on three levels: (1) corridor-wide issues for the entire downtown area; (2) neighborhood issues for distinct sections of the downtown; and (3) individual parcel issues. The six neighborhoods identified for this report and the parcels within them that are subject to the design guidelines are:

- A. Bulfinch Triangle Area:** Parcels 1, 1B, 2, 2A, 2C
- B. North End Neighborhoods:** Parcels 6, 7, 8, 9, 10, 11A, 11B, 12, 13
- C. Marketplace and Waterfront Areas:** Parcels 14, 15, 16, 17A, 17B
- D. Financial District and South Station Area:** Parcels 18, 19, 21, 22
- E. Leather District and Chinatown:** Parcel 23D
- F. Kneeland Street Parcels:** Parcels 24, 25, 26A, 26B

Joint development parcels have been defined by the street and sidewalk plan that was developed through the Surface Transportation Action Forum (STAF), a public process jointly sponsored by the CA/T Project and the City of Boston. Further revisions to street location and parcel configuration were made through the Bulfinch Triangle Notice of Project Change, approved on December 22, 2000. The plan shown in Figure 7 represents the final alignment of the downtown surface streets, sidewalks, connecting highway ramps, and other features to be constructed as part of the CA/T project.

Gaps in the numbering sequence of the parcels included in this document indicate parcels that are not covered by these guidelines. All potential joint development parcels were originally assigned consecutive numbers. As the Project has moved forward, the status of some of these parcels has changed. Some parcels (3 and 23B) have been merged into larger, adjacent parcels; some (5, 23A, and 23C) will be treated as small landscaped areas within the CA/T Project's final surface restoration; and other parcels (1A, 1C, 2B, 4, and 20) were established as not being under MassHighway's control. Parcel 27A is located within the I-90/I-93 Interchange, and will not impact any historic resources.

II. Corridor-Wide Issues

Boston is distinctive as an intimate, pedestrian-scaled city that is oriented to the sea. Geographically and functionally, the Central Area corridor links Boston's downtown and its waterfront, and it forms a linear connection between manifold historic districts. Modest, early 19th century row buildings (both residential and commercial) are juxtaposed with more ambitious mercantile buildings of the late 19th and early 20th centuries, and these are now joined by increasingly larger, modern office towers. Corridor-wide, in order to protect the city's sense of human scale and texture, these design guidelines encourage active street-level design; massing in the form of relatively low building bases with slender, taller elements above; and the preservation of view corridors between certain historic structures and between downtown and the water.

Each of the historic districts neighboring the Central Area has a particular character that should be reflected in the designs for buildings on individual parcels. Throughout the Central Area, the design of all new buildings and landscape features should contribute to the quality of surrounding historic districts by their compatibility with heights, scale, materials, colors, textures, façade treatments, architectural detailing, and the relationship of buildings/features to the street. New development should reinforce the historic pattern of strong street edges, with buildings set on the sidewalk line. The continuation of active ground floor edges and pedestrian-oriented design is encouraged throughout the corridor, reflecting the first floor storefronts prevalent in adjacent historic neighborhoods.

Design principles for joint development projects adjacent to historic resources were developed prior to the parcel specific guidelines, and follow the Section 106 regulations and the Secretary of the Interior's Standards for the Treatment of Historic Preservation Projects. These Standards encourage new design to take existing architectural themes into account, and to interpret rather than imitate historic architecture.

The Standards specify that new construction should preserve the spatial relationships that characterize historic resources, and that "new work shall be differentiated from the old and shall be compatible with historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment." The Guidelines for Applying the Standards further direct that "new work should be compatible with the historic character of the district or neighborhood in terms of size, scale, design, material, color, and texture." The Guidelines strongly recommend avoiding the duplication or imitation of historic styles or periods of architecture.

Most of the districts along the Central Artery alignment achieve architectural coherence despite their inherent variety of styles. Historic resource considerations for these areas should therefore be seen not as strict rules to be applied literally, but as thematic guidelines that allow for flexible interpretation within the framework of the Secretary of the Interior's Standards.

The purpose of presenting these historic resource considerations for joint development is to encourage design that is compatible with historic resources. Reinforcing historic patterns of design, materials, and textures is usually more important than replicating specific features or styles. Most importantly, the relationships between elements, not just the elements themselves, are essential to understanding and

enhancing the character of historic resources, especially districts.

Major design issues to consider in joint development include setbacks from the street, if any; size and shape of the building form; roof shape; the proportions of the facade; rhythm of windows, doors, bays, and projections across the facade; the proportions and types of windows; texture of materials; and layering of elements. Major elements such as height, setback, massing, and roofline are usually more critical to harmonize, while smaller parts such as ornamental details can be more variable.

Organizing principles to be considered for new design are as follows:

1. Reinforce the historic street plan between areas disrupted by the elevated Artery—such as along Traverse, North Washington, Hanover, Salem, Commercial, State, Central, Milk, and India streets, and Atlantic Avenue—by providing strong, continuous street edges and/or pedestrian routes.
2. Reinforce the connections between, and views of, historic resources, including views of the harbor and of Fort Point Channel, and connections between the Bulfinch Triangle and the Causeway/North Washington Streets District; the North End, Blackstone Block, and the two parts of the original Bulfinch Triangle; Quincy Markets and the Fulton/Commercial Streets District; and the Essex/Kingston, Leather, and Chinatown districts.
3. Respect and respond to features such as size, scale, massing, color, and materials that give adjacent historic buildings and districts their character. Respect the different proportions and scale of residential, commercial, and industrial buildings. The size of new details should respond to the proportions of neighboring historic features.
4. At the street edge, use similar front setbacks (typically non-existent in the downtown area) to form a continuous edge along the street. Above the street, use similar building heights (and/or setbacks) to maintain the shape of the space enclosed by neighboring structures.
5. Respect existing roof and cornice lines that define the skyline of adjacent historic districts. When new buildings are taller, use materials, banding, cornice lines, and building setbacks to refer to predominant building heights in adjacent historic districts. Minimum building heights should also be considered.
6. Respect the distinctive horizontal levels that are typical of historic buildings, including an articulated base and top. For example, a common architectural pattern along the Central Artery alignment consists of first floor storefronts with a high proportion of transparent openings; a middle section of relatively solid masonry walls with punched windows; and a projecting cornice and/or contrasting top story.
7. Relate to the facade rhythm of elements such as door and window openings, perceived floor-to-ceiling height, proportion of window and door openings, and projections such as bay windows, cornices, and trim.
8. Acknowledge the rich layering of details that is characteristic of historic architecture and adds texture, light, shadow, and individuality to a building. Recognize both the variety and common themes of the historic architecture of downtown Boston, and respond to the particular context of

each joint development parcel.

Because the historic scale of downtown Boston is measured from the perspective of a street-level pedestrian, upper-floor setbacks are commonly recommended. Typically, these shall be a minimum of 20 feet in depth. Recommended cornice lines and maximum building heights are usually based on the heights of surrounding historic buildings. Minimum building heights are recommended to provide architectural continuity in street edges.

For the purpose of these guidelines, and as defined by the Boston Zoning Code, building height is the vertical distance from mean grade to the top of the highest point of the roof beams of a flat or a mansard roof, or the mean level of the highest gable or slope of a hip roof, excluding roof structures and penthouses that are normally built above the roof and are not devoted to human occupancy.

Building tops should be shaped with attention to their view against the sky. All mechanical and rooftop equipment, wireless communications equipment, and other similar appurtenances should be integrated within the overall building form. In cases where it is not practical to incorporate rooftop appurtenances within the building form, every effort should be made to place, color, or otherwise camouflage the equipment in a way that will eliminate, or minimize, the view of such equipment from immediately surrounding streets.

A significant benefit of the Central Artery Project is the opportunity to reconnect portions of the city that were severed during construction of the original elevated artery. Virtually all streets that historically ran across the corridor will be reconnected under the new surface street plan.

The new cross streets and north-south boulevards, from Causeway Street to Summer Street, will be limited to a maximum of three lanes in each direction. This will give street and parcel configuration in the corridor a scale that is generally compatible with the surrounding historic districts. This framework will also encourage future building and open space development to strengthen the connections across the corridor.

Pedestrian and view corridors are another means of strengthening connections corridor-wide. Many of the recommended view corridors follow the paths of old wharves, now streets that have been obstructed by the elevated Central Artery structure. Others, such as the Parcel 7 view corridor, clarify historic relationships among important landmarks, such as prominent Colonial-era churches. Providing visual links and pathways along these historic corridors will intensify the experience of the city.

The guidelines define the view corridors through the character of the views to be retained, starting and end points for apprehending these views, and rough dimensions for the view corridors. Views are typically considered from eye level of a pedestrian on the street, allowing for the possibility of lower level (at-grade) landscaping and streetscape furnishings, and for higher level building articulation.

Parcel 2 – Bounded by Valenti Way, Beverly Street, and North Washington Street

- Recommended maximum building height is one hundred feet (100’).
- Recommended minimum height is sixty feet (60’).

This triangular-shaped parcel is relatively small, but it is prominently located at a gateway into the Bulfinch Triangle, and is a significant part of the North Washington Street streetscape. All building façades should align with the back of the sidewalk line at the ground level to reinforce and continue the street wall.

Parcel 2A - Bounded by Beverly Street, Valenti Way, and New Chardon Street

- Recommended maximum building height is one hundred feet (100’).
- Recommended minimum height is sixty feet (60’).

This important infill site will intermediate between the North End and the Bulfinch Triangle. Any development on this parcel should be massed in a way that is compatible with, and respects the scale of, the adjacent historic structures.

All building façades should align with the back of the sidewalk line at the ground level to reinforce and continue the street wall. The southern façade of any development on this parcel should extend the street wall of New Chardon Street to better define the southern edge of the Bulfinch Triangle.

Parcel 2C – Bounded by Canal Street and New Chardon Street

- Recommended maximum building height is one hundred feet (100’).
- Recommended minimum height is sixty feet (60’).

This small parcel abuts a low, terra cotta-clad historic building along Canal Street. It also occupies an important corner site on an extremely active pedestrian route between North Station and downtown. The façades of any development on this parcel should extend the street walls of New Chardon and Canal streets, to better define the edge of the Bulfinch Triangle. Any development on this parcel should be massed in a way that is compatible with the adjacent historic structures on Canal Street.

B. The North End and Waterfront Neighborhoods

The design of buildings in this area should consider the historic resources of the adjacent North End, Fulton/Commercial Street, Blackstone Block, and (to a limited extent) Faneuil Hall Marketplace areas that merit protection. These areas are characterized by some of the earliest and most historically significant buildings in Boston. The North End and Blackstone Block retain the historic street pattern and street names of Boston’s colonial period, and include Boston’s Freedom Trail. The Fulton/Commercial Street District and Faneuil Hall Marketplace represent a vital period in the city’s early commercial development, employing an architectural style distinctive to Boston.

Historic characteristics relevant to new construction include low building height and pedestrian scale, brick and granite construction, storefronts at ground level, small punched window openings, pitched

roofs, and spare architectural detailing.

Parcel 6 - Bounded by New Sudbury Street, Surface Artery, Cross Street, and New Chardon Street

- Recommended maximum building height is fifty-five feet (55') along Cross Street and seventy-five feet (75') along the Surface Artery.
- Recommended minimum building height is forty-five feet (45').

This parcel forms a transition area between the North End and the Bulfinch Triangle, and new development should respond harmoniously to the historic character of both districts. Parcel 6 is adjacent to the former Haymarket Square, a circular landscaped area that marked the apex of the Bulfinch Triangle.

Designs for this parcel should recognize its history and context through the use of form, materials, and colors. Articulation of the site through landscape and/or architectural features should reinforce the historic circulation patterns of this area, and reflect the scale of adjacent historic districts. The site also offers an opportunity to buffer the North End from the massive Government Center garage now standing at Haymarket Square.

Parcel 7 – Bounded by Congress, Hanover, Blackstone, and New Chardon streets

Joint development on this parcel is already underway as part of CA/T construction. Designs and construction specifications have been reviewed as part of the Project's ongoing Section 106 process. A view corridor through this site connects City Hall Plaza (at a point near the present MBTA station) and Old North Church in the North End, and has literally been built into the current joint development project. The view corridor was established by the Government Center Urban Renewal Design and Development Guidelines (1981) for Parcel 7, following the demolition of Scollay Square buildings and the creation of City Hall Plaza.

The view corridor begins at a plane 42 feet above grade at Parcel 7. Average grade at Parcel 7 is approximately 115 feet (project datum), which would place the bottom of the view corridor at 157 feet (project datum). The view corridor is 60 feet in width. (See Figure 8.)

Parcels 8, 9 and 10 form a critical link between the North End and the Blackstone Block, and reestablish a street and block pattern that was broken by construction of the elevated Central Artery. The design of these parcels should place landscaping materials and any structures in a way that maintains and enhances views between the Blackstone Block and the North End along Hanover, Salem, and North streets, and encourages pedestrian activity.

Parcel 8 - Bounded by New Sudbury Street, Surface Artery (south bound), Cross Street, and Hanover Street

- Recommended maximum building height is fifty-five feet (55').
- Recommended minimum building height is forty-five feet (45').

Parcel 8 is a large site that should be massed in a way that reflects the small-scale, irregular block and parcel development in the adjacent North End and Blackstone Block. The design of this site should

- Recommended maximum building height is fifty-five feet (55').
- Recommended minimum building height is forty-five feet (45').

Parcel 10 is presently zoned as open space. As stated in Part I, I. Introduction, these joint development guidelines have been prepared for all Central Artery parcels, including open space parcels. Should the land use designation for Parcel 10 change in the future, the following guidelines shall apply.

New development on Parcel 10 should be massed in a way that is consistent with the small-scale block and parcel development in the adjacent North End and Blackstone Block. The opportunity to interpret the parcel's historic development patterns and Boston's early industrial history should be explored in the design of this parcel.

Articulation of the site through landscape and/or architectural features should reinforce the historic circulation patterns through and around this site, and reflect the scale and materials of adjacent historic districts. Hanover and North streets are intended as major pedestrian connections between the North End and Government Center. Building facades along North Street, Cross Street, Hanover Street, and the Surface Artery should reflect the historic pattern of first floor storefronts throughout the area.

Parcel 11A - Bounded by Cross Street, Hanover Street, the Sumner Tunnel boat section, and the western façade of 213 Hanover Street (Mother Anna's Restaurant)

- Recommended maximum building height is fifty-five feet (55').
- Recommended minimum building height is forty-five feet (45').

Parcel 11A is situated on a highly visible corner of Hanover Street, at the front door of the North End. Any development on this parcel should continue and reinforce the street walls along both Hanover and Cross streets, and the low residential scale of the adjacent North End buildings.

Building facades along the street should reflect the historic pattern of first floor storefronts throughout the adjacent historic district.

Parcel 11B - Bounded by Fulton Street, Cross Street, and the Callahan Tunnel boat section

- Recommended maximum building height is fifty-five feet (55').
- Recommended minimum building height is forty-five feet (45').

Parcel 11B is situated on a corner site between the North End and Fulton/Commercial Streets districts. Any development on this parcel should continue and reinforce the street walls along both Fulton and Cross streets.

The facade along Cross Street should reflect the historic pattern of first floor storefronts throughout the adjacent historic districts, and the low scale and massing of the adjacent North End and Fulton/Commercial Streets districts.

Most of Parcel 11B is owned and controlled by the Boston Redevelopment Authority. These guidelines will apply only to those portions of the parcel (i.e., air rights over the tunnel and tunnel ramps) that are controlled by MassPike.

Part 2 – Technical Support

I. Introduction

The purpose of this section is to assist in the development of the design guidelines, and to help inform the overall process of planning and design for joint development.

Chapter II, Regulatory Framework and Project Commitments, describes CA/T commitments to preservation, beginning with a description of the Section 106 and 4(f) environmental review processes. This is followed by a summary of the Project's 1984 Memorandum of Agreement (MOA) on cultural resources, including the process by which it is administered, and highlights of the Project's other historic resource commitments. The chapter ends with a description of the role of this report in the development of other land use and planning processes, as well as in the development of more extensive design guidelines for each joint development parcel.

Chapter III, Historic Overview, highlights the distinct topographic and historical characteristics of six sub-areas of the Central Artery Project. This chapter identifies the historic resources listed in, or considered eligible for listing in, the National Register that are subject to the MOA commitments, and describes their defining architectural characteristics, such as form, scale, materials, detailing, and style. It is these characteristics that are to be protected from potential adverse impacts of adjacent joint development.

II. Regulatory Framework and Project Commitments

As part of the planning process for construction of the Central Artery/Tunnel, the Project has made special efforts to consider impacts to historic resources, and to plan for avoidance or mitigation of adverse impacts where possible.

In consultation with the several agencies responsible for administering preservation laws, the Project has committed to many mitigation measures in the planning, design, and construction phases, as well as in joint development projects to be undertaken after CA/T completion. In fact, through good planning and design, the environment of some historic buildings and districts will be considerably improved by the CA/T Project.

The applicable laws and regulations addressing the protection of historic resources and the commitments of the Project to comply with such laws are discussed in this section.

A. National Register of Historic Places

The National Register of Historic Places is the official, federal list of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering, and culture. These properties may be significant on the national, state, or local level. The National Historic Preservation Act of 1966 (NHPA) authorized establishment of the National Register, which is administered by the National Park Service within the U.S. Department of the Interior.

Non-federally-owned properties are nominated to the National Register by each state's historic preservation officer, while federal preservation offices nominate federally-owned properties to the Register. The Massachusetts Historical Commission (MHC) serves as the state historic preservation office (SHPO) in Massachusetts and administers the National Register program at the state level. Through agreement with the MHC, the City of Boston is designated as a Certified Local Government, thereby giving the Boston Landmarks Commission the responsibility for review and approval of local nominations to the National Register.

To be eligible for inclusion in the National Register, a property or district must possess integrity of location, design, setting, materials, workmanship, feel, and association. In addition, it must meet at least one of the following criteria:

- Be associated with events that have made a significant contribution to the broad patterns of our history;
- Be associated with the lives of persons significant in our past;
- Embody the distinctive characteristics of a type, period, or method of construction, or represent the work of a master, or possess high artistic values, or represent a significant and distinguishable entity whose components may lack individual distinction;
- Have yielded, or be likely to yield, information important in prehistory or history.

Certain properties are generally considered not eligible for listing in the National Register. These include cemeteries, birthplaces and graves of historical figures, religious properties, structures that have been moved from their original locations, reconstructed historic buildings, commemorative properties, and properties that have achieved significance within the past 50 years. However, such properties may be eligible for the National Register if they are integral parts of districts that do meet the criteria, or if they meet other criteria.

B. Federal Regulatory Review

1. Section 106

Section 106 of the National Historic Preservation Act of 1966, and the regulations implementing Section 106 (36 CFR 800), apply to all projects that are undertaken, funded, or licensed by a federal agency. Section 106 requires that, as part of its planning, the federal agency involved must identify properties located within the area of the project's potential environmental impact that are included in, or eligible for inclusion in, the National Register. The agency is directed to take into account the effect of its project on these properties, and it must allow the federal Advisory Council on Historic Preservation (ACHP) an opportunity to comment on such effects.

The Section 106 process directs the federal agency involved in a project to consult with the State Historic Preservation Officer (in Massachusetts, the Executive Director of the Massachusetts Historical Commission) to take the following steps: (1) to identify the National Register-listed or -eligible properties that are likely to be affected by the project; (2) to evaluate the nature of the effects on such properties, and (3) to consider alternatives to avoid or reduce adverse effects. The Advisory Council's "Criteria of Effect and Adverse Effect" (36 CFR 800.9 (a) and (b)) must be applied in determining the effects of a project on historic properties.

In the CA/T Project, the FHWA is the federal agency responsible for compliance with Section 106.

The Massachusetts Highway Department is the state agency responsible for construction of the CA/T Project and is also a party in the Section 106 process. The SHPO (Massachusetts Historical Commission) actively consults with the FHWA and MHD to assist in compliance with the provisions of Section 106, and the Advisory Council on Historic Preservation is consulted as needed.

In addition to consultation with the SHPO and Advisory Council, Section 106 calls for participation in the review process by local governments, interested parties, and the public. Such parties are provided an opportunity to offer their views on preservation issues related to the Project. The Boston Landmarks Commission, representing the local government, has consistently been involved as a consulting party in Section 106 review of the CA/T Project.

For the purposes of Section 106 review, effects of an undertaking must be considered both for properties already listed in the National Register of Historic Places and for properties eligible for listing in the National Register. According to the Section 106 regulations, properties eligible for listing on the National Register include those that have been determined to meet the National Register criteria by the Secretary of the Interior (as established by a National Register Determination of Eligibility, or DOE), and those that the federal agency and state historic preservation office agree meet the National Register criteria (National Register Eligible, or NRE).

As part of the Section 106 review process for the CA/T Project, boundaries for a study corridor of historic resources were drawn to encompass properties that may experience direct physical or visual impacts from the Project, or which may experience indirect impacts such as change in the character of their setting. The CA/T Inventory of Historic Resources was then compiled—and has been continually updated—to identify significant properties within these boundaries that should be protected. (See Appendix C.) As Project design progressed, a smaller group of historic resources was identified as potentially affected by the Project. Measures to reduce or avoid such impacts have been recommended and implemented in consultation with the Project Conservator and the Section 106 agencies

2. Section 110(f)

Section 110(f) of the National Historic Preservation Act of 1966 provides additional protection for National Historic Landmarks, which are properties with outstanding national significance. The federal agency involved must undertake planning and actions necessary to minimize harm to such properties before approving its undertaking. Designated by the National Park Service, National Historic Landmarks in the CA/T Project area include: the Old West Church and the First Harrison G. Otis House (both located on Cambridge Street, opposite Beacon Hill), Faneuil Hall, Faneuil Hall Market Place (Quincy Market), the Old State House, the Bunker Hill Monument, and the Charlestown Navy Yard District.

3. Section 4(f)

Section 4(f) of the Department of Transportation Act of 1966 applies specifically to federal and federally-assisted highway projects. Among other requirements, it calls for the protection of historic resources on land traversed by transportation lines. More restrictive than Section 106, Section 4(f) forbids the use of any land in an historic site of national, state, or local significance unless there is no feasible and prudent alternative. All possible planning must be undertaken to minimize harm to historic resources resulting from project use.

As is recommended by the Advisory Council regulations, the Section 106 review process and Section 4(f) evaluation for the CA/T Project have been coordinated during the completion and filing of a number of Draft, Final, and Supplemental EIS/Rs.

C. Memorandum of Agreement

In compliance with Section 106, a Memorandum of Agreement (MOA) on cultural resources for the Central Artery/Tunnel Project was produced in 1984. Signatories included the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the Massachusetts Department of Public Works (MDPW, now the Massachusetts Highway Department or MHD), the State Historic Preservation Officer (SHPO; the Mass. Historical Commission), and the Boston Landmarks Commission (BLC).

The MOA established mitigation for the Project's adverse effects on both historic and archaeological resources. Stipulation 1 requires detailed documentation of historic properties (such as Fort Point Channel and several of its bridges) that will be altered or demolished by the Project. Stipulation 2 establishes design guidelines specifically for Fort Point Channel, because of the extent of CA/T impacts on this historic district by the original design, which located the northbound tunnel in the Fort Point Channel. Stipulation 3 of the MOA addresses a single historic structure, the Stop & Shop Building on Causeway Street, in order to ensure its economic viability in relation to CA/T construction impacts.

One of the most comprehensive requirements of the MOA is Stipulation 4, which provides for review of preliminary and final highway design and construction specifications by the SHPO, in consultation with the BLC. Stipulation 4 also requires the appointment of a Project Conservator to provide technical expertise on behalf of the SHPO and BLC. The Project Conservator oversees the development of appropriate mitigation measures that will reduce the adverse effects of CA/T Project construction on historic properties.

Stipulation 5 requires MHD, in consultation with the SHPO, BLC, and other interested groups, to develop design guidelines for joint development that would affect historic properties. In addition, it requires that the SHPO, in consultation with BLC, review and approve preliminary and final design and construction specifications for individual joint development projects, based on these guidelines. MHD is further required to ensure compliance with this stipulation by future developers by including it as a condition of disposition for all joint development parcels.

Changes in responsibility for the CA/T Project since the MOA was signed will not affect implementation of this provision. M.G.L. Chapter 81A, enacted in 1997, created the Metropolitan Highway System (MHS), which includes both the new Central Artery and the Ted Williams Tunnel, as well as the Central Artery North Area (CANA) Project, the Callahan and Sumner Tunnels, and the Boston Extension of the Massachusetts Turnpike. The 1997 legislation provided that the Metropolitan Highway System is to be under the control of the Turnpike Authority, with components of the CA/T Project to be transferred to the MTA as they are completed and certified as safe to operate.

Section 12 of Chapter 81A provides that the transfer of components of the CA/T Project from MHD to the Turnpike Authority will be subject to an allocation of Project commitments. "The intent of the

language of Section 12 is to ensure that all mitigation commitments, mitigation agreements, and understandings in place with respect to the CA/T Project shall be continued in the same form and to the same extent as would have occurred absent any transfer to the Turnpike Authority.” (See letter from MTA to MHC, Appendix D.)

Stipulation 6 of the MOA deals with archaeology, establishing standards for identification, evaluation, treatment, and performance for the CA/T Project.

Stipulation 7 provides a time frame of 30 days for the SHPO to review and respond to documents submitted by FHWA in compliance with the MOA.

In order to implement this MOA, regular and frequent meetings are held among CA/T Project staff, FHWA, MHC, BLC, and the Project Conservator to review design, construction, and joint development issues.

D. Draft and Final SEIS/R Commitments

The National Environmental Policy Act of 1969 (NEPA) mandates that federal agencies consider the impact of their projects on the environment and, as part of that review, take into account the impacts to historic resources. Massachusetts has a similar requirement (MEPA) on the state level.

In accordance with the state environmental certification for the Central Artery corridor land-use plan, an individual Environmental Notification Form will be required for each joint development parcel prior to development. Each parcel will have its own Section 106 review process with MHC and BLC.

A Draft and Final EIS/R and a Draft and Final Supplemental EIS/R for the CA/T Project, as well as a Supplemental Draft and Final EIS/R for the Charles River Crossing, have been compiled in accordance with both federal and state regulations. The federal Section 106 and Section 4(f) evaluations were coordinated as part of the NEPA and MEPA processes, and findings and recommendations were written into the EIS/Rs. In these documents, potential adverse effects on historic resources from CA/T construction have been identified, and specific commitments to mitigate these effects have been made.

E. Role of This Report

The role of this report is defined in the 1990 FSEIS/R, “Joint Development Appendix” (p. 2). It fulfills the Project’s MEPA commitment to develop historic resource considerations for joint development in a separate technical document that will inform both larger-scale land use planning, and planning for individual joint development parcels. Design principles presented in this report have been further detailed and updated in the creation of formal joint development guidelines, and will be continue to be refined throughout the Project’s joint development process.

This document has been prepared in consultation with the CA/T Project’s Section 106 review agencies. These agencies have also consulted in the development of subsequent joint development guidelines, so as to minimize potential adverse effects of the Project on historic properties.

III. Historic Overview

A. Introduction

This chapter describes the physical characteristics of historic resources adjacent to the Central Artery alignment. An overview of the context and significance of adjacent historic resources is given, to show how the history of an area is reflected in its architectural design.

For the purposes of this report, the area of impact of the CA/T Project has been divided into six sub-areas. A topographical and built history of each sub-area provides a general framework for understanding patterns of development. Within each sub-area is a description of potentially affected resources, comprising both historic districts and individual structures that are listed in, or eligible for listing in, the National Register of Historic Places. These descriptions identify the primary, character-defining features that contribute to the architectural significance of each resource.

Further information on these resources is available in a number of places, including the following: architectural inventory forms of the Boston Landmarks Commission (BLC) and Massachusetts Historical Commission (MHC); National Register applications for districts and properties, which may be obtained from the BLC or MHC; EIS/R documents of the CA/T Project; reports by the Project Conservator and the Phase I archaeological survey; and HABS/HAER documentation completed for the CA/T Project. Refer to the Bibliography of this report for a list of specific references.

Within the area covered by this report, one district (the Blackstone Block) and several individual buildings (including the Quincy Market Building and others within the Custom House District) are also designated Boston Landmarks. Work affecting these properties, which are referenced below, must be approved separately by the Boston Landmarks Commission.

Future construction on joint development parcels over the Central Artery alignment will affect a great many historic resources in one of the densest and oldest parts of Boston. These resources include early urban design efforts in the Bulfinch Triangle and Custom House districts; the North End's intense mix of commercial, industrial and residential development; early buildings and colonial street patterns in the Blackstone Block; high-style commercial and industrial architecture in the Commercial Palace and Leather districts; and mid-19th century brick rowhouses in Chinatown.

In areas of the Project's potential impact, historic buildings are predominantly commercial and industrial structures of brick and stone. Examples of multi-family residential building types are found primarily in the North End and Chinatown. Buildings range in date from a handful built in the 18th century (in the Blackstone Block) to structures from the early 20th century. The typical period of construction extends from the last quarter of the 19th century through the first decade of the 20th century.

Important character-defining features that should be considered in the design of new development include: physical elements such as height, massing, roofline, materials, fenestration, and detailing (cornice lines and other patterns of ornamentation); the architectural distinctions between base, middle, and top layers of buildings; the urban quality of strong, continuous street edges; and physical and visual links between the parts of historic neighborhoods made discontinuous by construction of the original, elevated artery.

B. Bulfinch Triangle and North End Areas

1. Topographical and built history

At the time of the first European settlement, the North End was a small peninsula connected to the larger Shawmut Peninsula by a low neck of marshy land, while the adjacent area that is now the Bulfinch Triangle was originally the North Cove of Boston. The cove became Mill Pond when a causeway was constructed in the 17th century—near the location of the current Causeway Street—to act as tidal milldam and pathway. Mill Creek was cut southward from the pond to the Town Cove, across the isthmus that separated the North End from the rest of Boston.

In the early 19th century, Mill Pond was filled for development according to a ca. 1808 plan by architect Charles Bulfinch. This plan was in the form of a triangle, with its sides on the current Causeway, Merrimack, and North Washington streets. A canal from Causeway Street to the triangle's apex at Haymarket Square connected Mill Creek, at the south end of this area, and the Charles River. The creek was filled ca. 1835 to create Blackstone Street, while the canal (adjacent to present-day Canal Street) became a route for railroads, and later for elevated trolley lines.

The early colonial street pattern and mixed uses of the North End and Blackstone Block remained intact as early wood buildings were replaced with masonry buildings in the late-18th to early-20th centuries. Eighteenth-century mills on Mill Pond were replaced with the original commercial and residential development of the Bulfinch Triangle. In the late-19th and early-20th centuries, the triangle became a commercial and transportation center, with warehouse and mercantile buildings of masonry and cast-iron construction. Causeway Street and Haymarket Square have been the site of a succession of railroad terminals, of which only the current North Station remains.

A swath of buildings between the North End and the Blackstone Block, and through the center of the Bulfinch Triangle, was demolished for construction of the elevated Central Artery in the 1950s. The Artery also blocked several streets that crossed its corridor, including Hanover, Salem, and Traverse (now Valenti Way) streets.

2. Affected resources

North End District (National Register Eligible)

Characteristics of the North End District that are significant for the design of adjacent joint development include the 17th-century street pattern, and structures dating from the 17th to mid-20th centuries.

The key features of the street pattern are the main thoroughfares—Hanover, Salem, and North streets—that run through the North End and once connected the neighborhood to the rest of Boston. Also typical of the street pattern are identifiable “squares”—street intersections that often form irregular spaces defined by surrounding buildings.

North End building types include row houses, tenements, shops, and commercial buildings. Active retail or restaurant uses are usually located on the ground floors along major streets. The buildings range from two to six stories in height (approx. 55 feet maximum). Although some wooden buildings remain, construction is primarily masonry, typically brick, with granite or cast-iron storefronts. Buildings are often contiguous, forming continuous street walls, particularly on primary commercial streets such as Hanover and Salem.

Blackstone Block National Register District (also a designated Boston Landmark)

As with the North End, the relevance of the Blackstone Block to joint development lies in its street system and its building pattern. Significant features of the street system, which dates from the 17th century, include the connections it provides to the North End via Hanover and Salem streets; narrow, irregular streets; and the stone slabs of its historic sidewalk pavements. The Blackstone Block is characterized by 18th- and early-19th-century buildings of three to six stories, constructed of brick with stone or wood storefronts. Buildings along Hanover and Union streets were constructed following street widening projects of the 1830s to 1850s.

A number of significant landmarks from colonial Boston are located within the Blackstone Block, including the 18th-century Boston Stone (an 18th-century paint mill), the Union Oyster House, and the Ebenezer Hancock House.

Bulfinch Triangle National Register District

The primary significance of the Bulfinch Triangle District is its street plan, with a series of principal longitudinal streets crossed by Traverse Street (Valenti Way) and bounded by Causeway, Canal, and Merrimack streets.

Important buildings in the area are generally late 19th-century warehouse and commercial structures. The four- to six-story buildings range in height from about 50 to 90 feet, and typically are built right up to the sidewalk, forming strong street edges and cornice lines. Most are masonry construction, some with cast-iron storefronts.

Causeway and North Washington Streets District (National Register Eligible)

The Causeway and North Washington Street District includes much of the northeastern corner of the original Bulfinch Triangle, including Causeway, North Washington, and Medford streets. The area includes late 19th-century and early 20th-century masonry commercial and factory buildings of four to nine stories, which are similar to those in the Bulfinch Triangle District. Notable buildings are the Keaney Square, Stop & Shop, and Charles River (Hoffman) buildings.

3. Relevant Joint Development Parcels

Places where joint development of buildings and parks over tunnel structures could have an impact on adjacent historic resources in the North End and Bulfinch Triangle area include Parcels 1 through 11B. (See Figure 7.)

C. Marketplace and Waterfront Districts

1. Topographical and built history

Extending between North and High streets, this area was originally a large cove on the Shawmut Peninsula. The earliest town center of colonial-era Boston formed at the intersection of present State and Washington streets—the main road leading to the harbor, and the principal thoroughfare down the neck of the Shawmut Peninsula, respectively. Maritime commerce focused on the Town Dock, which