



DATE OF APPLICATION: 1 / 17 / 2019

**GENERAL APPLICATION INFORMATION**

PARCEL ID#: 0602671027

- Request a New Parking Freeze Permit
- Modify an Existing Parking Freeze Permit

POINT OF CONTACT: Brian M. Awe

PHONE NUMBER: ( 617 ) 406 - 6075

EMAIL: brian.awe@dlapiper.com

**FACILITY INFORMATION**

FACILITY NAME: Parcel E Garage

FACILITY ADDRESS: 10 Fan Pier Boulevard  
Street  
Boston, MA 02210 State, Zip  
City

OWNER NAME: Ten Fan Pier Boulevard LLC

OWNER ADDRESS: c/o Barings LLC  
180 Glastonbury Boulevard, Suite 200  
Street  
Glastonbury, CT 06033  
City State, Zip

OWNER PHONE: ( 617 ) 406 - 6075

**NEIGHBORHOOD**

- Downtown Boston
- South Boston

**NEIGHBORHOOD SPECIFIC INFORMATION:** (Please list the number of each type of space)

**DOWNTOWN BOSTON**

Commercial Spaces: N/A

Exempt Spaces: N/A

Residential Excluded Spaces: N/A

**SOUTH BOSTON**

Commercial Spaces: 248

Residential Included Spaces: N/A

Residential Excluded Spaces: N/A

**IMPORTANT APPLICATION INFO**

**PAYMENT**

Please include a check or money order made payable to the City of Boston, Air Pollution Control Commission. The fee is \$10 per parking space. Application and renewal fees only currently apply to locations within the South Boston Parking Freeze Zones.

**WHERE TO SEND**

We prefer you email your application and supporting documents to [APCC@boston.gov](mailto:APCC@boston.gov). You can mail your application, documents, and payment to:

Air Pollution Control Commission  
 Boston City Hall  
 1 City Hall Square, Room 709  
 Boston, MA 02201

**WRITTEN PROOF**

Please attach written proof that the applicant is the owner of record or has written approval from the owner of record to file this application.

**WHAT NOT TO SEND**

You'll need to put together at most six paper copies of your application. Do not deliver them to us too far in advance in case there are any changes. About two weeks before your hearing date is fine



**FREEZE AREA INFORMATION:**

**DO YOU OR WILL YOU CHARGE FOR PARKING:**

- Yes
- No
- Not Sure

**CURRENT OR PROPOSED PARKING METHOD:**

- Valet
- Self-parking
- Surface Lot
- Garage

**TOTAL NUMBER OF SPACES:** 248

**TOTAL FACILITY SQUARE FOOTAGE:** Approximately 87,495 SF

**NUMBER OF NEW SPACES:** 0

**RATIO OF RESIDENTIAL SPACES TO RESIDENTIAL UNITS:** N/A

**NUMBER OF EXISTING SPACES:** 411

**PLEASE LIST TOTAL BUILDING SQUARE FOOTAGE BY USE TYPE**

(E.g. 100,000 s.f. commercial, 200,000 s.f. residential, etc.)

Approximately 313,156 s.f. commercial

Please verify all the information above. In anticipation of the application being in all respects an accurate and complete document; please mail the application fee (\$10 per parking space) to our office.

Application and renewal fees only currently apply to locations within the South Boston Parking Freeze Zones.

**I hereby attest that this document contains, in all respects, true, accurate and complete information.**

Signed, [see attached page] Date \_\_\_\_\_

Print Name, \_\_\_\_\_

**IMPORTANT APPLICATION INFO**

**Attach a site plan of the parking facility showing:**

- location of the facility;
- layout of the spaces;
- entry and exit points;
- total square footage of the parking area;
- location and amount of electric vehicle parking;
- location and amount of bicycle parking.

**STATEMENT OF NEED**

A general description of the facility and the parking needs of the project, local entities, and patrons that the proposed facility will serve. Any written support (letters, etc.) that you wish to supply in support of this statement should be attached

**HISTORIC DISTRICT WORK**

If you are working in a historic district or on a designated landmark, you should consult with the appropriate historic or architectural commission. Visit [boston.gov/landmarks](http://boston.gov/landmarks) before starting any work.

TEN FAN PIER BOULEVARD LLC,  
a Delaware limited liability company

By: Barings LLC,  
its manager

By: *Linda C. Houston*

Name: Linda C. Houston  
Title: Managing Director

**EXHIBIT A**

**Evidence of Authority**

[See attached]





**Environment Department**  
**SOUTH BOSTON PARKING FREEZE PERMIT**  
**APCC ID #32.00**

**Date of**

**Issuance:** September 30, 2018

**Issued to:** Fan Pier Development LLC  
Ten Fan Pier Boulevard LLC

**Zone:** Piers

**Facility:** 28 Northern Avenue, 10 Fan Pier Boulevard (surface parking)

**Spaces:** 411 inventoried spaces

See all attendant conditions

This permit shall apply to the following parcel(s) (listed by Parcel ID number):

**0602671025, 0602671027**

The Boston Air Pollution Control Commission (the "APCC") issues this permit pursuant to the authority granted by Massachusetts General Law, Chapter 111, Section 31C, and in accordance with the APCC's South Boston Parking Freeze "Procedures and Criteria for the Issuance of Parking Freeze Permits" adopted pursuant to 310 CMR 7.33.

This facility must comply with the South Boston Parking Freeze "Procedures and Criteria for the Issuance of Parking Freeze Permits." The conditions listed below shall apply to the operation of this site, and the APCC reserves the right to add new conditions to ensure that this facility remains in compliance with the South Boston Parking Freeze "Procedures and Criteria for the Issuance of Parking Freeze Permits." The APCC, by vote, may revoke this permit for violation of any of these conditions or for any violation of the Commission's regulations.

**Conditions:**

1. The Permittee shall comply with all applicable laws and regulations of the Commonwealth of Massachusetts, the City of Boston, and the Boston Air Pollution Control Commission. Copies of any permits or licenses required by any other entity to operate the facility shall be produced upon request.
2. A copy of this permit shall be placed at the main entrance to the parking facility or inside a booth, office, or other place that is readily accessible to the parking facility staff or person responsible for the operation of the facility.

**The Environment Department**  
**SOUTH BOSTON PARKING FREEZE PERMIT**  
**APCC ID #32.00**

3. The Permittee shall not exceed the maximum total of permitted parking spaces.
4. The Permittee commits to following APCC recommendations aimed at protecting the safety of patrons and pedestrians. These recommendations may concern such issues as: the “striping” of parking spaces on the property; providing adequate lighting, signage and staffing at the parking facility; etc.
5. The owner or operator shall employ appropriate methods, technological or otherwise, to ensure that the facility remains in compliance with the terms of this permit. “Appropriate” methods, as determined by the APCC, shall be reasonable and must be capable of calculating the number and type of spaces in use at any time.
6. Pursuant to the requirements of 310 CMR 7.33(7), lot owners or operators of parking facilities in the South Boston Piers Zone shall set aside 20% of their total non-residential parking supply for Off-Peak use, which shall not be available weekdays between 7:30 a.m. and 9:30 a.m. The Permittee or its operator shall ensure the Off-Peak set-aside through the use of bollards and chains, gates, fencing or other means to physically block access to the Off-Peak spaces until after 9:30 a.m. on weekdays, or utilize a suitable electronic parking inventory control system to ensure the availability of the required Off-Peak spaces, subject to the approval of the APCC.
7. Inventoried Parking Freeze spaces are attached exclusively to the parcel/s included in this permit. As such they are non-transferable to other parcels. The Commission will only refuse renewal of a permit upon a finding of non-compliance or pursuant to an enforcement proceeding.
8. Any new condition added to this permit shall be reasonable and shall be necessary to ensure that this facility remains in compliance with the South Boston Parking Freeze “Procedures and Criteria for the Issuance of Parking Freeze Permits.” The Commission shall notify the Permittee not less than thirty (30) days prior to the imposition of any new conditions.
9. Pursuant to Section III. J. of the “South Boston Parking Freeze Plan and Regulations”, any violation of the conditions associated with this permit may subject the Permittee to APCC violations and fines. Each day or part of a day that a facility is in violation of these conditions constitutes a separate violation.
10. This Permit is valid for one (1) calendar year from the date of issuance or until a Modified Permit has been issued – whichever event occurs sooner. The Permittee must file an application for a Renewal Parking Freeze Permit at least one (1) month prior to this Permit’s expiration date.
11. The conditions of this permit are severable and if any condition is held invalid in any circumstance, such invalidity shall not affect any other conditions or circumstances.
12. The Permittee shall submit a report during the renewal of this Permit which provides the actual number of parking spaces located on the parcel and in various structures located on the parcel.

**Environment Department**  
**SOUTH BOSTON PARKING FREEZE PERMIT**  
**APCC ID #32.00**

13. The Permittee shall provide ten (10)-days' notice for customers when at least ten (10) parking spaces are to be eliminated due to construction or change of use.
14. The Permittee shall ensure that all vehicles at this parking facility comply with the requirements of 310 CMR 7.11(1)(b) regarding the unnecessary operation of the engine of a motor vehicle.

For the Commission,




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Alison Brizius, Executive Director  
Air Pollution Control Commission

1686

R → JUS A SARNO, ESQ  
FIDELITY NATIONAL TITLE  
133 FEDERAL ST  
BOSTON, MA 02110

  
2011 00037237  
Bk: 47884 Pg: 159 Doc: DED  
Page: 1 of 16 05/05/2011 02:38 PM

Accessed on 05/05/2011  
*Francis M. [Signature]*  
FRANCIS M. [Signature]  
Register of Deeds

**QUITCLAIM DEED**  
**(Fan Pier Parcel E)**

10 Fan Pier Boulevard, South Boston

FAN PIER DEVELOPMENT LLC, a Delaware limited liability company whose address is c/o The Fallon Company, One Marina Park Drive, Boston, Massachusetts 02210 ("Grantor"), for consideration paid of Ten Dollars (\$10.00) and as a capital contribution to TEN FAN PIER BOULEVARD LLC, a Delaware limited liability company ("Grantee"), grants to Grantee with QUITCLAIM COVENANTS, the real property, land, and improvements thereon located at 10 Fan Pier Boulevard in Boston, Suffolk County, Massachusetts, more particularly bounded and described on Exhibit A attached hereto (the "Property").

Said Property is conveyed subject to and with the benefit of the covenants and restrictions set forth on Exhibit B attached hereto (the "Deed Covenants").

Said Property is conveyed subject to that certain Ground Lease dated December 7, 2009 between Grantor, as landlord, and Parcel D LLC, as tenant, (the "Ground Lease") as described in that certain Notice of Ground Leases dated December 7, 2009, recorded with the Suffolk Registry of Deeds in Book 45834, Page 58 (the "NOGL").

Said Property is conveyed subject to and with the benefit of any and all other easements, restrictions, rights, reservations and other matters of record, if applicable and in force and effect.

Being a portion of the premises conveyed to Grantor by Quitclaim Deed from Fan Pier Land Company dated September 29, 2005 and recorded with the Suffolk County Registry of Deeds in Book 38144, Page 297.

*[The remainder of this page has been intentionally left blank.]*

WITNESS our hands and seals as of this 4<sup>th</sup> day of May, 2011.

FAN PIER DEVELOPMENT LLC

By: Cornerstone Real Estate Advisers  
LLC, a Delaware limited liability  
company, Its Manager

By: *David J. Reilly*  
Name: David J. Reilly  
Title: President/Chief Executive  
Officer

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 4<sup>th</sup> day of May, 2011, before me, the undersigned notary public, personally appeared David J. Reilly, proved to me through satisfactory evidence of identification, which was CT License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as President/Chief Executive Officer of Cornerstone Real Estate Advisers LLC, the Manager of Fan Pier Development LLC.

*Nancy J. Ristuccia*  
Notary Public  
Name: Nancy J. Ristuccia  
My commission expires: 08-01-2014

**Exhibit A**

**FAN PIER PARCEL E  
DESCRIPTION OF THE PROPERTY**

**PARCEL E**

A certain parcel of land located northeasterly of Northern Avenue in Boston, Massachusetts, bounded and described as follows:

Beginning at the at southwest corner of the herein described parcel, said point being N 31°53'11"E, a distance of 252.00 feet from the northeasterly sideline of Northern Avenue at a point S 58°06'49"E, a distance of 307.97 feet along said sideline of Northern Avenue from the intersection of the southeasterly sideline of Courthouse Way;

Thence running N 31°53'11"E, a distance of 172.00 feet by Subsurface Parcel E;

Thence turning and running S 58°06'49"E, a distance of 136.99 feet by Subsurface Parcel E;

Thence turning and running S 31°53'11"W, a distance of 172.00 feet by Subsurface Parcel E;

Thence running and running N 58°06'49"W, a distance of 136.99 feet by Subsurface Parcel E to the point of beginning.

The above described parcel contains an area of about 23,561 square feet and is shown as Parcel E on a plan titled "Subdivision Plan of Land, Fan Pier, Northern Avenue, Boston, Massachusetts" dated April 15, 2011, prepared by Nitsch Engineering, Inc.

**SUBSURFACE PARCEL E**

A certain parcel of land located northeasterly of Northern Avenue in Boston, Massachusetts, bounded and described as follows:

Beginning at a point on the northerly line of Subsurface Parcel F, said point being S 58°06'49"E, a distance of 17.00 feet from the northwest corner of Subsurface Parcel F and being the southwest corner of the herein described parcel;

thence turning and running N 31°53'11"E, a distance of 214.50 feet by Subsurface Parcel B;

thence turning and running S 58°06'49"E, a distance of 199.51 feet;

thence turning and running S 31°53'11"W, a distance of 214.50 feet;

thence turning and running N 58°06'49"W, a distance of 199.51 feet by Subsurface Parcel F to the point of beginning.

Excluded from the above described parcel is Parcel E shown on the aforementioned plan.

The above described parcel has an upper limit that ends at elevation 15.67, Boston City Base, contains an area of about 19,233 square feet and is shown as Subsurface Parcel E on a plan titled "Subdivision Plan of Land, Fan Pier, Northern Avenue, Boston, Massachusetts" dated April 15, 2011, prepared by Nitsch Engineering, Inc.

**Exhibit B****FAN PIER PARCEL E  
DEED COVENANTS**1. Deed Covenants

1.1 The covenants and restrictions set forth below (being "Deed Covenants" described in the Declaration referred to below) are appurtenant to and benefit, and encumber and burden, the land being conveyed (being a "Parcel" described in the Declaration referred to below and referred to herein as "the Parcel"). Terms not defined herein are defined in a Declaration of Covenants, Easements and Restrictions, Fan Pier, dated as of January 31, 2008, by and between Fan Pier Development LLC and Fan Pier Owners Corporation recorded with the Suffolk Registry of Deeds in Book 43059, Page 1, as amended by First Amendment to Declaration of Covenants, Easements and Restrictions, Fan Pier, dated on or about the date hereof, by and among Fan Pier Development LLC, Fan Pier Owners Corporation, and Fallon Cornerstone One MPD LLC, recorded with the Suffolk Registry of Deeds herewith (as amended from time to time, the "Declaration"), and all of the terms and conditions thereof are incorporated herein as though fully set forth herein. Without limiting the generality of the foregoing, the Declaration defines terms used herein not otherwise defined and sets forth various operative and enforcement provisions with respect thereto as well as other provisions applicable to the Parcel. This conveyance is made subject to and with the benefit of the applicable provisions set forth in the Declaration, and the provisions hereof shall be interpreted in accordance with the Declaration and its intent.

1.2 In accordance with the Declaration and the Fundamental Approvals, Grantor, for itself and its successors and assigns as Developer under the Declaration, hereby grants, allocates and makes available the following to the Parcel, and Grantee, for itself and its successors and assigns as owners of the Parcel, hereby agrees that the following allocations will act as restrictions and limitations upon the use, ownership and development of the Parcel:

(a) The Maximum Floor Area of the Improvements on the Parcel shall be Three Hundred Fourteen Thousand Twenty Five (314,025) square feet.

(b) The Maximum Building Envelope of the footprint of the building on the Parcel shall be Twenty Three Thousand Five Hundred Sixty One (23,561) square feet.

(c) The Maximum Height of the Improvements on the Parcel shall be Two Hundred Thirty Six (236.00') feet.

(d) Without limiting the restrictions and limitations in paragraph 1.2(b) and 1.2(c) above, the massing of any Improvements on the Parcel shall be limited to the building heights, footprint and massing configuration shown on Schedule 2 annexed hereto so as to preserve the viewsheds from the sixteenth floor and above of the Improvements constructed on Parcel F shown thereon.



The Permitted Uses of the Parcel shall be office, research center, residential, hotel, retail, restaurant, civic, cultural, day care, or other facilities of public accommodation and parking.

The restrictions set forth in the Deed Covenants are Time Limited Restrictions (as defined in the Declaration) and are therefore imposed for ninety-six (96) years from the date of the last license for construction of Improvements on a Parcel at the Site issued pursuant to the CWD.

1.3 As more fully set forth in the Declaration, the Grantee for itself and its successors and assigns, and the Grantor for itself and its successors and assigns, agree that the covenants and restrictions set forth in this Section 1 and in the Declaration are imposed as a common scheme in favor of the Parcel and other land comprising the Site as of the date hereof and are of actual and substantial benefit to the Grantee and its successors and assigns in title to the Parcel, and the Developer and its successors and assigns as "Developer" under the Declaration and/or as owner(s) or grantee(s) with respect to other parcels of the Site. The Grantee for itself and its successors and assigns, each by accepting conveyance of the Parcel from time to time, waive any right to, and agree not to, contest the actual and substantial benefit of such covenants and restrictions or their enforceability during the period such restrictions remain in effect as set forth in Section 3.3 of the Declaration.

1.4 Grantee, at its sole cost and expense and subject to Unavoidable Delay, shall Substantially Complete those specific Common Areas and Facilities identified on the Common Areas and Facilities Schedule attached hereto as Schedule 1 (the "Appurtenant CAF") not later than the issuance of the first certificate of occupancy for the building to be constructed on the Parcel. After Substantial Completion of the Appurtenant CAF, Grantee shall within a reasonable time thereafter Finally Complete the Appurtenant CAF. As applicable, completion of final surface paving, sidewalks and plantings shall be subject to seasonal conditions. Grantee's obligations shall be binding upon Grantee's successors and assigns in title to the Parcel.

1.5 After compliance with Section 2 hereof, and upon receipt of Grantor's Consent (as defined in Section 2.2) to the Initial Construction of the Improvements on the Parcel, Grantee shall within sixty (60) after commence Initial Construction of the Improvements and thereafter prosecute Initial Construction diligently to Final Completion in accordance with the Declaration, subject to Unavoidable Delay, time being of the essence. Because the Consent is to be based upon the number and location of Parcels upon which Initial Construction of the Improvements has commenced prior to submission of the Construction Consent Materials, if Initial Construction of the Improvements has not timely commenced, the Grantee shall seek a confirmatory or amended Consent from Grantor which shall take into account any change in the number and location of Parcels upon which Initial Construction of the Improvements has commenced since issuance of the original Consent.

## 2. Initial Construction of Improvements; Amendment of Deed

2.1 Grantee shall not commence Initial Construction of the Improvements on the Parcel without the prior written consent of Grantor, which consent shall be given in accordance with this Section 2.1. Grantee shall submit to Grantor all of the following materials (collectively, the "Construction Consent Materials"):

(a) Final plans and specifications for the Improvements, which shall include, without limitation, a three level below grade parking garage designed to become part of the Unified Garage as defined in the Garage Reciprocal Easement Agreement dated and recorded on or about the date hereof, by and among Grantor, Fifty Northern Avenue LLC, Eleven Fan Pier Boulevard LLC and Fallon Cornerstone One MPD LLC;

(b) all permits, licenses and other approvals needed for the construction of the Improvements; and

(c) a certification from the architect for the Improvements of the actual Gross Floor Area of the Improvements (which shall not exceed the Maximum Floor Area set forth in Section 1.2(a) hereof).

2.2 Based upon such Construction Consent Materials and upon the number and location of Parcels upon which Initial Construction of the Improvements has commenced prior to submission of the Construction Consent Materials, Grantor and Grantee shall execute, deliver and record with the Registry of Deeds an amendment to Deed (the "Consent") which shall:

(a) grant Grantor's consent to Initial Construction of the Improvements on the Parcel;

(b) to the extent that the Gross Floor Area of the Improvements is less than the Maximum Floor Area set forth in Section 1.2(a) hereof, amend Section 1.2(a) to reduce the Maximum Floor Area set forth therein to the actual Gross Floor Area; and

(c) amend Schedule 1 to conform the Appurtenant CAF to the requirements of the CWD.

2.3 If the Ground Lease is still in effect at the time the Consent is executed, Grantor and Parcel D LLC shall execute, deliver and record with the Registry of Deeds an amendment to the NOGL confirming that the Parcel is not burdened by any appurtenant rights under the Ground Lease.

### 3. Miscellaneous.

3.1 Notwithstanding anything herein to the contrary, Grantee's rights and obligations hereunder are made appurtenant to the ownership of the Parcel and shall automatically be assigned to and assumed by any person hereafter acquiring the Parcel, and such person shall become and be the Grantee hereunder.

Grantor's rights shall be exercised by Grantor and its successors and assigns from time to time designated as Developer under the Declaration (or after Final Turnover, by FPOC). The grant of a mortgage encumbering the fee of the Parcel ("Mortgage") shall automatically be and be deemed to be a collateral assignment of all of the rights set forth herein to the holder of the Mortgage (and in the order of priority of Mortgages if more than one). Upon the mortgagee's succeeding to title to the Parcel by foreclosure or deed in lieu thereof, the mortgagee or its purchaser at a foreclosure sale or transferee by deed in lieu thereof shall be and become the

Grantee hereunder. Grantee may not directly or indirectly make any assignment or other transfer of its interest herein except to the owner or mortgagee of the Parcel, and any such assignment or other transfer shall be void and of no force and effect. A transfer of title to the Parcel shall relieve the transferring Grantee from its obligations arising thereafter.

In the case of a first Mortgage, the Grantee shall give (in the manner for the giving of notices herein) to Grantor a true copy of the Mortgage, a written statement specifying the name and address of the Mortgagee and a written statement listing the pertinent recording data with respect to the Mortgage. After the giving of such notice, Grantor agrees that until written notice of satisfaction of such Mortgage is given by such Mortgagee to Grantor, all of the following provisions shall apply in addition to the provisions of Section 11.4 of the Declaration.

(a) Grantor shall, upon giving Grantee any notice herein, simultaneously serve a copy of such notice upon such Mortgagee. Grantor shall accept any performance by or at the instigation of such Mortgagee as if the same had been done by Grantee, provided, however, that such Mortgagee shall never be obligated to do so.

(b) The failure by any Mortgagee to exercise a right under any provision hereof shall not be deemed a waiver of its right under any other provision hereof.

(c) The right of a Mortgagee to foreclose a Mortgage on the Parcel, and to sell or assign Grantee's interest hereunder at a Mortgage foreclosure sale or sale in lieu thereof in connection with its sale of the Parcel is expressly recognized and shall never be deemed a violation of any provisions of these Deed Covenants.

3.2 All notices, consents and waivers to be given hereunder shall be in writing and shall be deemed given (a) three days after the date that the same are mailed, by certified or registered mail, return receipt requested, to the other party, or (b) one business day after the date that the same are deposited with a reputable overnight delivery service. All notices to be mailed to Grantee shall be sent to the address of Grantee set forth above or to such other address as Grantee shall designate by written notice to Grantor, and with a copy, in each instance, to each Holder; all notices to be mailed to Grantor shall be sent to the address of Grantor set forth above or to such other address as Grantor shall designate by written notice to Grantee.

3.3 No consent or waiver, express or implied, by Grantor or Grantee to or of any breach hereunder shall be construed as a consent or a waiver to or of any further breach hereunder of the same or of any other obligations, duty or responsibility hereunder. In no event shall the rights or easements hereunder ever be terminated on account of any breach, but Grantor, and Grantee respectively shall have all other rights and remedies as stated herein and at law and in equity to enforce the provisions hereof.

3.4 Grantor and Grantee agree that any disputes arising hereunder, including, without limitation, any disputes as to payments or the reasonableness of the Rules and Regulations promulgated hereunder, shall be resolved in accordance with the arbitration provisions set forth in the Declaration. Grantee agrees, upon request by Grantor, to submit to, join in and be bound by any arbitration begun under the Declaration (or under any similar grant of parking rights) where the issue being arbitrated could affect rights or obligations of the Grantee hereunder or

under the Declaration if the Grantee were a party.

3.5 Either party (and Mortgagee with respect to the Parcel if such Mortgagee is a mortgagee in possession or an owner by foreclosure or deed in lieu of foreclosure) shall, without charge, at any time and from time to time, within ten (10) business days after written request of the other, deliver an estoppel certificate with respect to the Deed Covenants in accordance with Section 12.3 of the Declaration.

3.6 At any time and from time to time, each of the parties agrees, within fifteen (15) days after written request of the other, to execute and, if requested, acknowledge and record, all such documents as may reasonably be required to effectuate the intents and purposes of the rights set forth herein.

3.7 The rights set forth herein may be modified and amended only by written instrument signed by Grantee and Grantor (or after Final Turnover, by FPOC) and in all cases joined by any Mortgagee with respect to the Parcel.

**Schedule 1**

**COMMON AREA FACILITIES AND SCHEDULES**

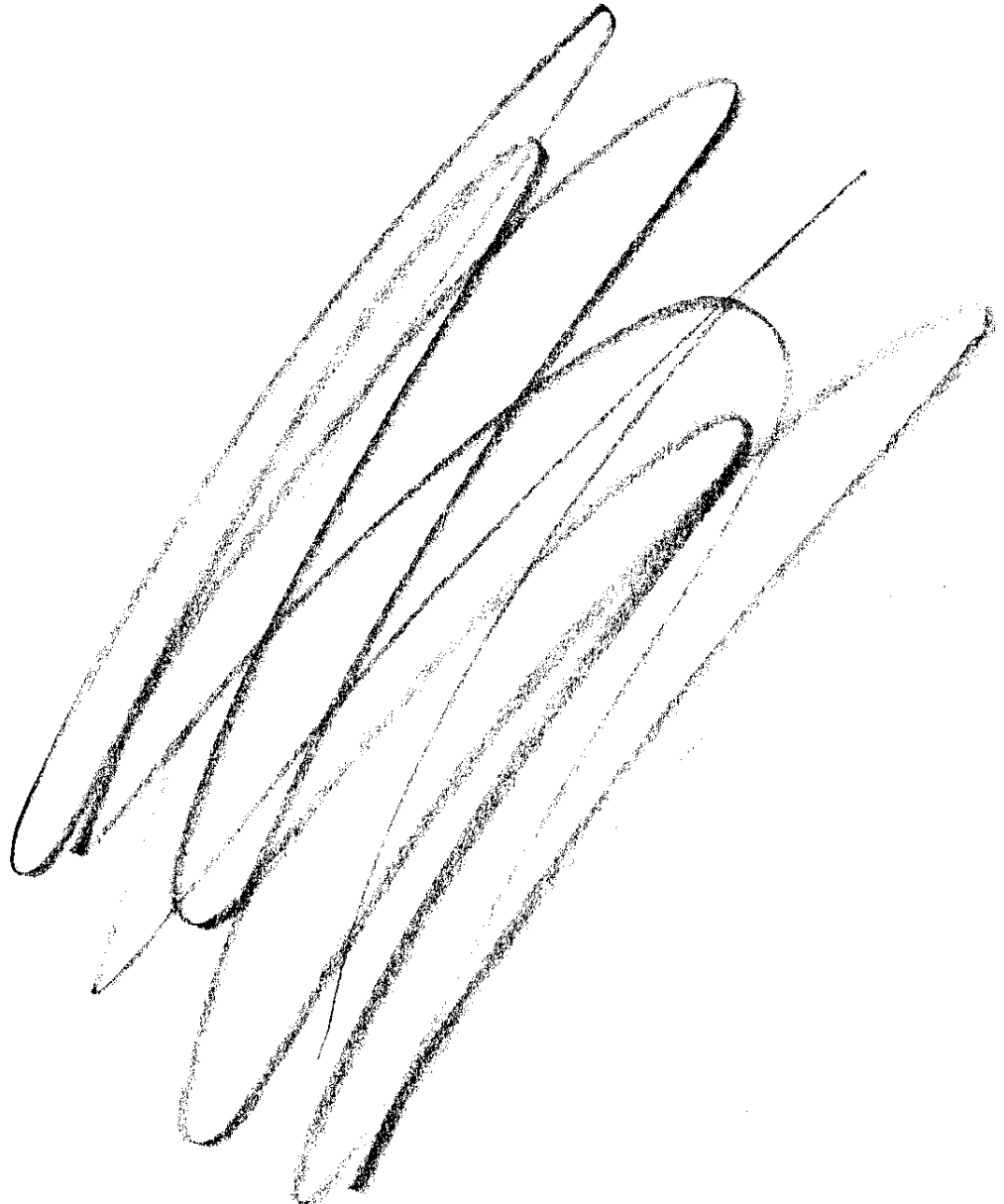
Reference is made to Chapter 91 License No. 11907 issued by DEP for all of the Public Realm, recorded with the Suffolk Registry of Deeds in Book 42568, Page 89 (the "Public Realm License"), and the Fan Pier Master Site Plan attached hereto as Schedule 1A (the "Master Site Plan"):

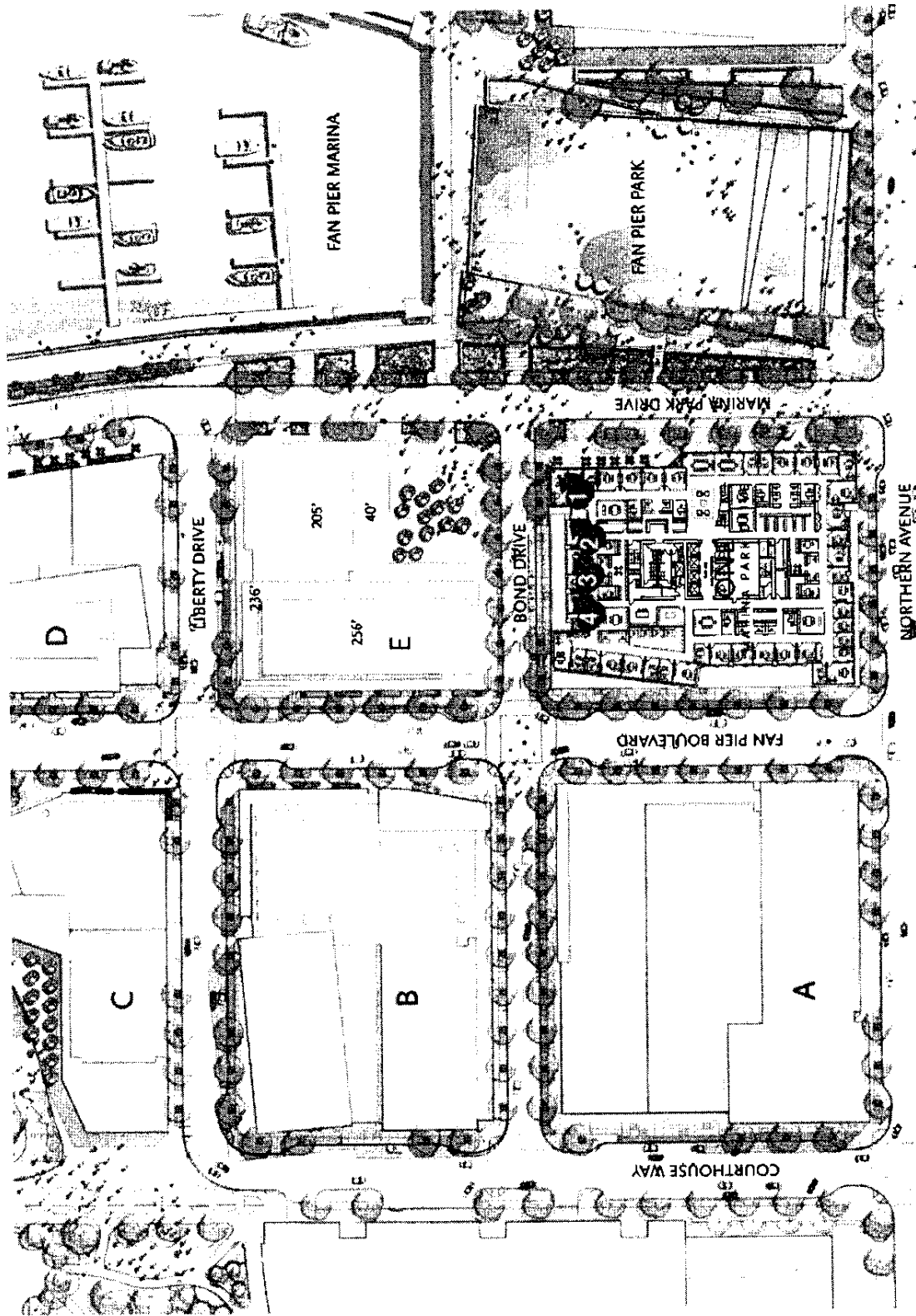
1. Construction of 2/3 of the width of Liberty Drive lying between Parcel D and the Parcel as shown on the Master Site Plan, together with the sidewalk adjacent to the Parcel as shown on such plan.
2. Construction of 1/3 of the width of Fan Pier Boulevard from the northerly edge of the traveled way of Bond Drive to the northerly edge of the traveled way of Liberty Drive as shown on the Master Site Plan, together with the sidewalk adjacent to the Parcel as shown on such plan.
2. Construction of Marina Park Drive from the northerly edge of the traveled way of Bond Drive to the northerly edge of the traveled way of Liberty Drive as shown on the Master Site Plan, together with the sidewalk adjacent to the Parcel as shown on such plan.
4. Underground utilities to be constructed in Marina Park Drive from the northerly edge of the traveled way of Bond Drive as shown on the Master Site Plan to the northerly edge of the traveled way of Liberty Drive as shown on the Master Site Plan.
5. Repair of the seawall on the westerly side of Fan Pier Cove from the northerly edge of the traveled way of Bond Drive as shown on the Master Site Plan to the northerly edge of the traveled way of Liberty Drive as shown on the Master Site Plan.
6. Construction of that portion of the Public Realm required by the CWD in accordance with the Public Realm License.

Schedule 2

**VIEWSHED DRAWINGS**

[See attached]



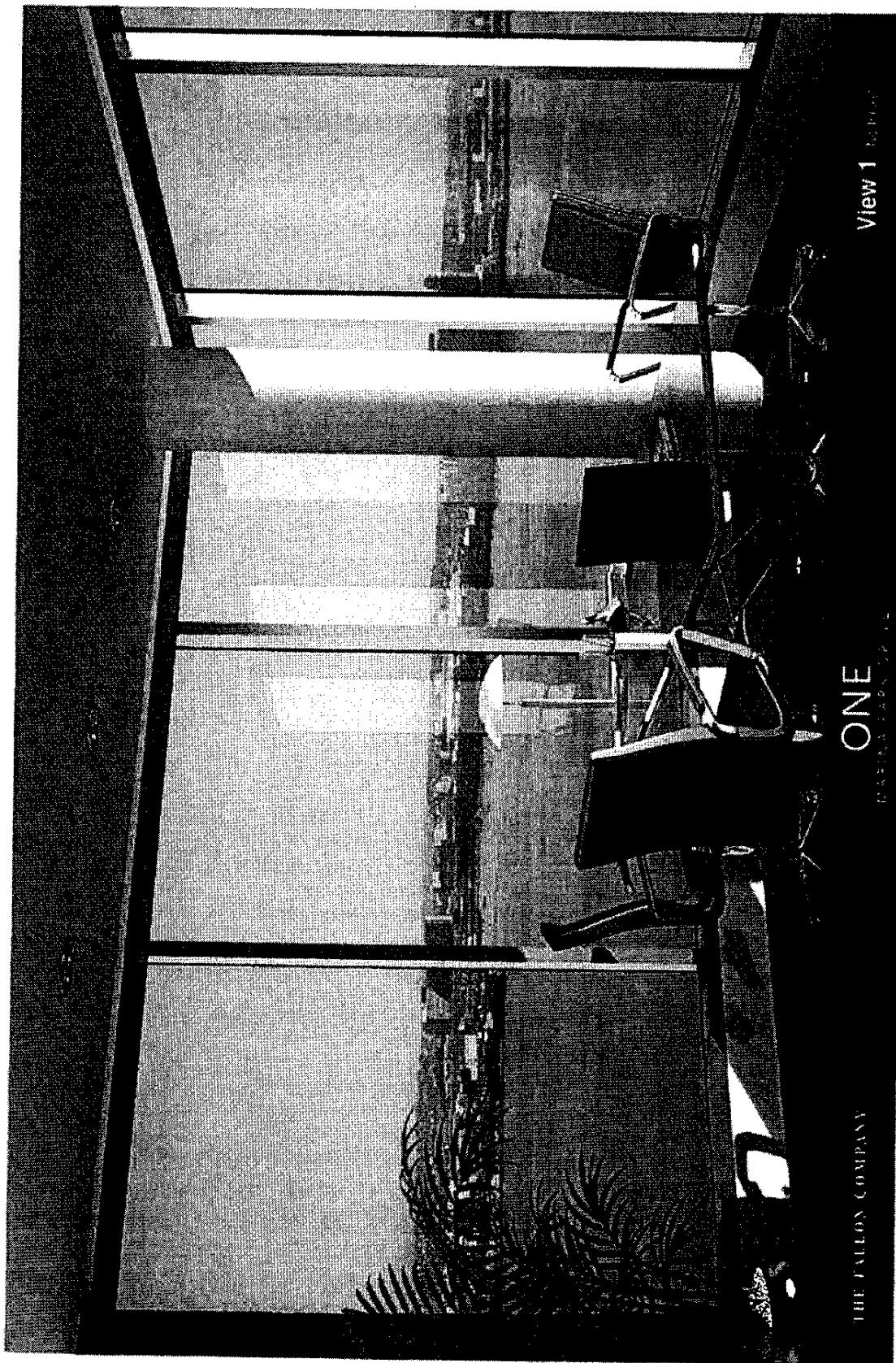


THE FALLON COMPANY

**ONE**

Exhibit J: Site Plan Key

2-September-2009

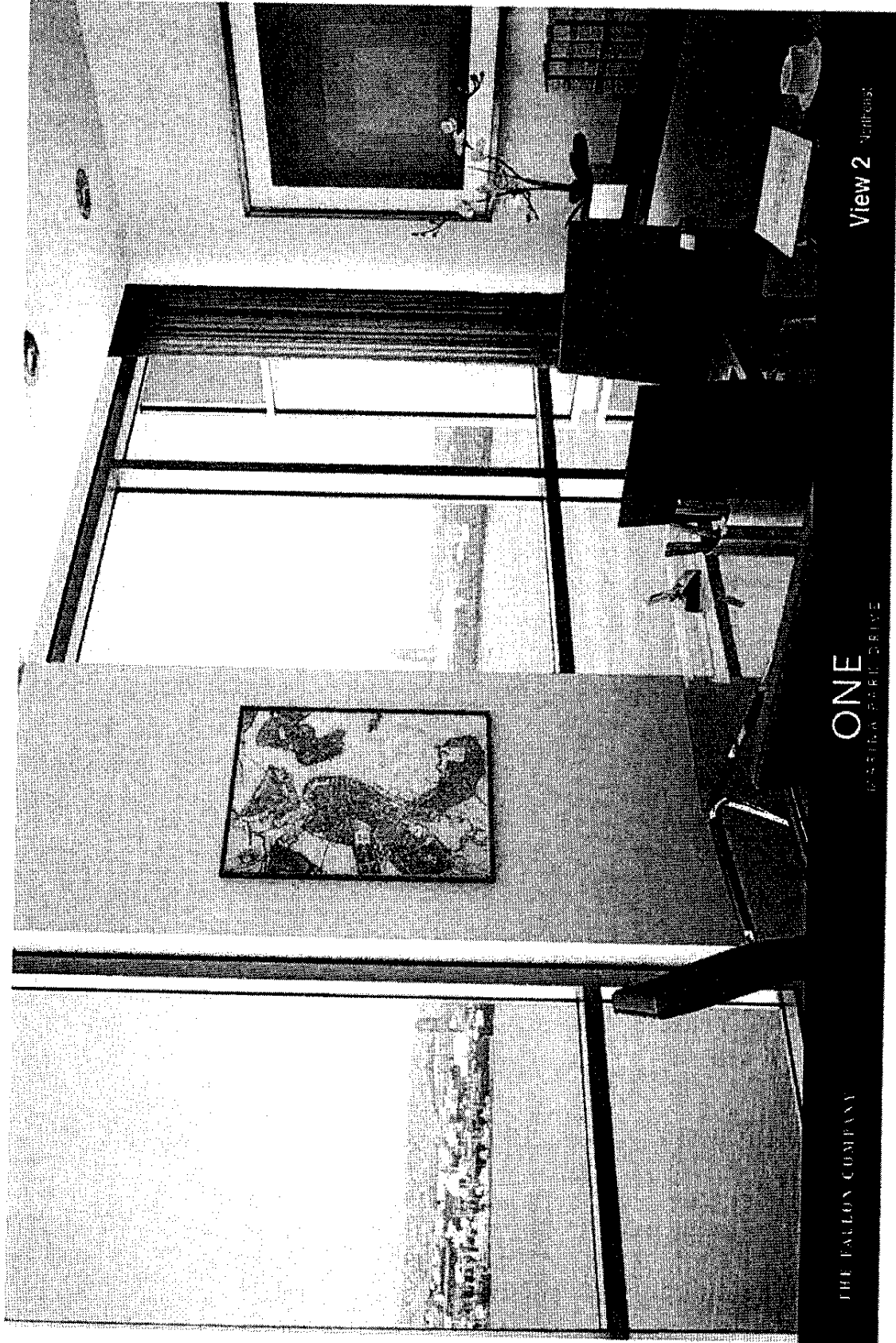


View 1

ONE

THE FALLON COMPANY



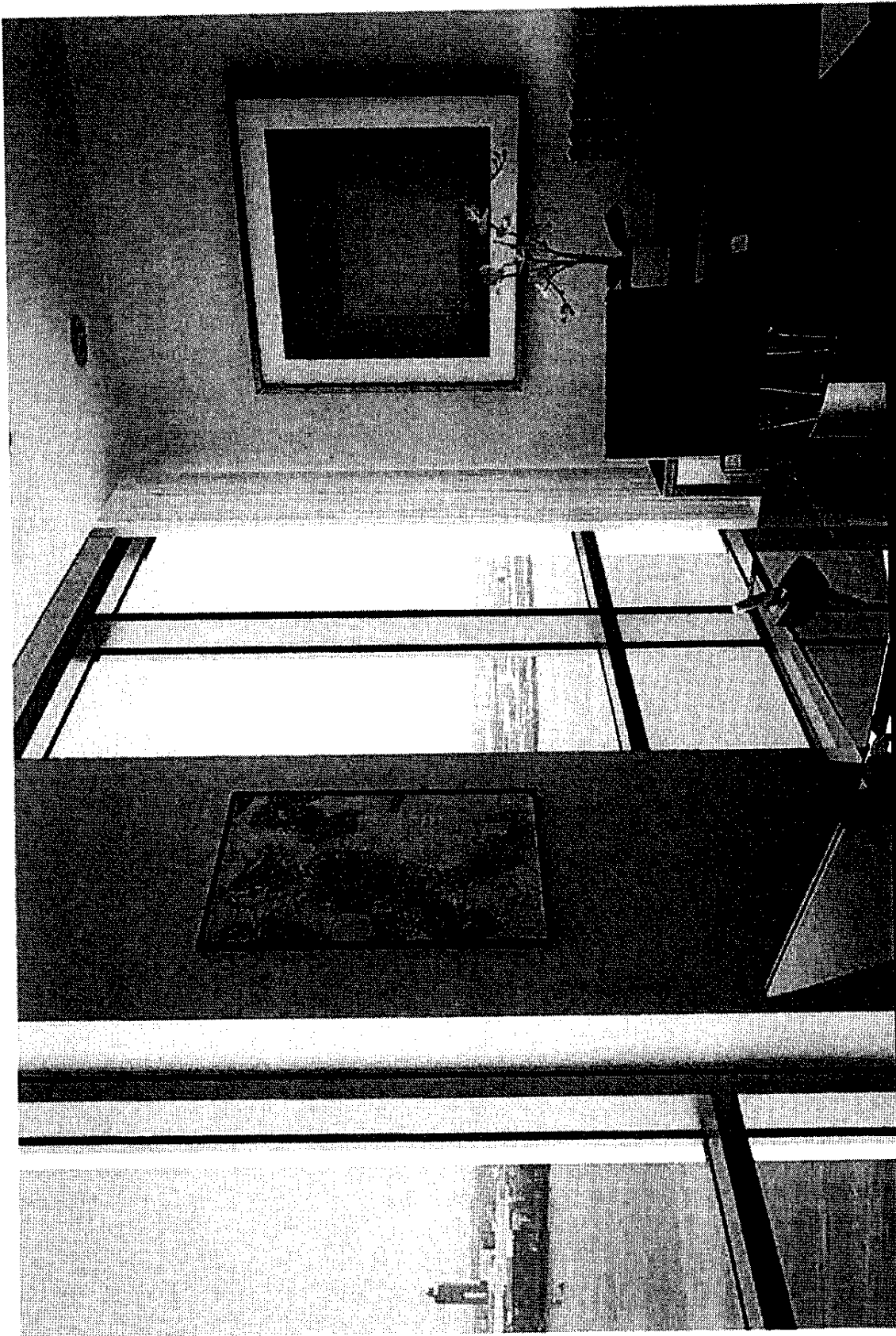


View 2 "Artists"

ONE

10000 PASEO PARK DRIVE

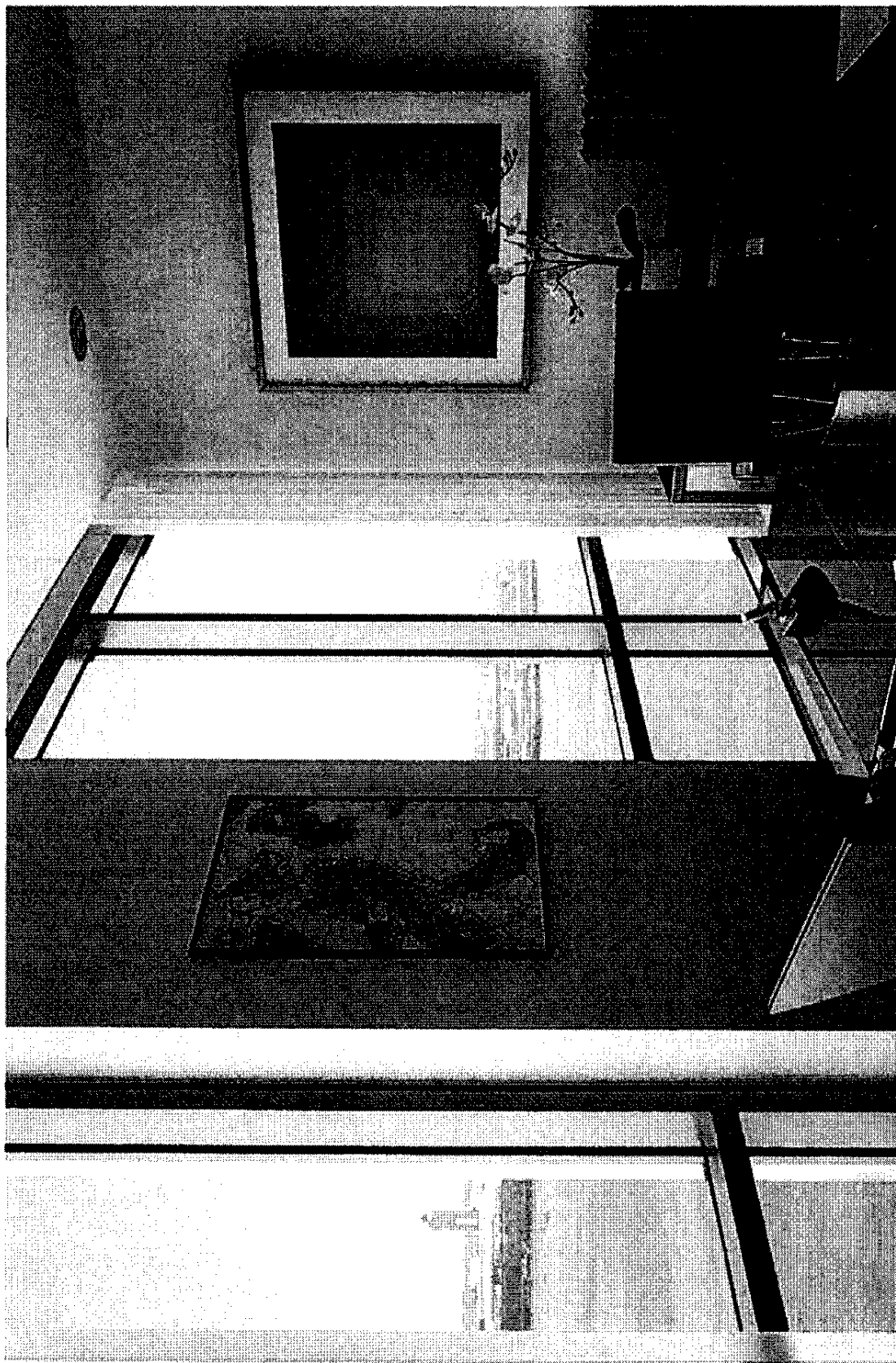
THE FALLON COMPANY



View 3 North East

ONE  
WATERSIDE PARK DRIVE

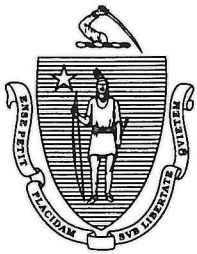
THE FALLON COMPANY



View 4 Architect

ONE  
MARINA PARCEL 10E

THE FALLON COMPANY



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

January 8, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

**TEN FAN PIER BOULEVARD LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 23, 2011**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:  
**BARINGS LLC**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **BARINGS LLC**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

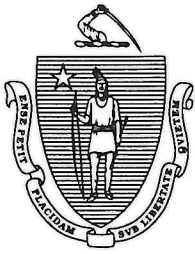
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth







*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

January 7, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

**BARINGS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 7, 2004**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:  
**WILLIAM F. GALVIN, JR., THOMAS M. FINKE, GEOFFREY J. CRADDOCK, M. TIMOTHY CORBETT, ELIZABETH A. WARD, ROGER CRANDALL**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **LINDA C. HOUSTON, BEN E. MATANGA, LAWRENCE J. BOUDREAU, SCOTT PICCONE, KEVIN BITTNER, JOSPEH N. LADAROLA, JR, MICHAEL E. ZAMMITTI, JOHN J. PHILLIPS, ROBERTA L. SAILING, WILLIAM J. JORDON, PETER CERRATO, ANTHONY SOLDI, JUSTIN PREFTAKES, VICTOR WOOLRIDGE**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



*William Francis Galvin*

Secretary of the Commonwealth

**EXHIBIT B**

**Plan**

[See attached]





**C**  
 TWENTY TWO LIBERTY DRIVE  
 RESIDENTIAL  
 MAX HEIGHT: 195 FT  
 PARCEL AREA: 21,630 SF  
 GSF: 225,520

**D**  
 FIFTY LIBERTY DRIVE  
 RESIDENTIAL  
 MAX HEIGHT: 195 FT  
 PARCEL AREA: 25,905 SF  
 GSF: 249,373

**B**  
 ELEVEN FAN PIER BOULEVARD  
 OFFICE/RESEARCH  
 MAX HEIGHT: 257 FT  
 PARCEL AREA: 39,646 SF  
 GSF: 424,625

**E**  
 TEN FAN PIER BOULEVARD  
 OFFICE  
 MAX HEIGHT: 252 FT  
 PARCEL AREA: 23,560 SF  
 GSF: 314,025

**A**  
 FIFTY NORTHERN AVENUE  
 OFFICE/RESEARCH  
 MAX HEIGHT: 261 FT  
 PARCEL AREA: 48,405 SF  
 GSF: 492,475

**F**  
 ONE MARINA PARK DRIVE  
 OFFICE  
 MAX HEIGHT: 255 FT  
 PARCEL AREA: 33,600 SF  
 GSF: 492,635

**H**  
 ONE HARBOR SHORE DRIVE  
 RESIDENTIAL  
 MAX HEIGHT: 215 FT  
 PARCEL AREA: 18,900 SF  
 GSF: 223,000

**I**  
 TWO HARBOR SHORE DRIVE  
 OFFICE  
 MAX HEIGHT: 244 FT  
 PARCEL AREA: 39,711 SF  
 GSF: 505,577



**EXHIBIT C**

**Parcel E Garage Floor Plans**

[See attached]



### Fan Pier Parcel E

10 Fan Pier Boulevard  
Boston, Massachusetts 02210

- P1 GROSS AREA: 29,465 SF
- P1 PARKING AREA: 29,195 SF
- TOTAL PARKING AREA: 87,495 SF
- (19) VALET SPACES AT P1 LEVEL

**Client**  
The Fallon Company  
One Marina Park Drive  
Boston, MA 02210  
P. (617) 737-4100

**Architect**  
Elkus Manfredi Architects  
25 Drydock Avenue  
Boston, MA 02210  
P. (617) 426-1300

**Civil Engineer**  
Natch Engineering  
2 Center Plaza, Suite 430  
Boston, MA 02108  
P. (617) 338-0063

**Landscape Architect**  
Richard Burck Associates  
7 Davis Square  
Somerville, MA 02144  
P. (617) 623-2300

**Structural Engineer**  
McNamara/Salvia, Inc.  
101 Federal Street, 11th Floor  
Boston, MA 02110  
P. (617) 737-0040

**MEP Engineer**  
WSP  
88 Black Falcon Ave, Suite 210  
Boston, MA 02210  
P. (617) 210-1600

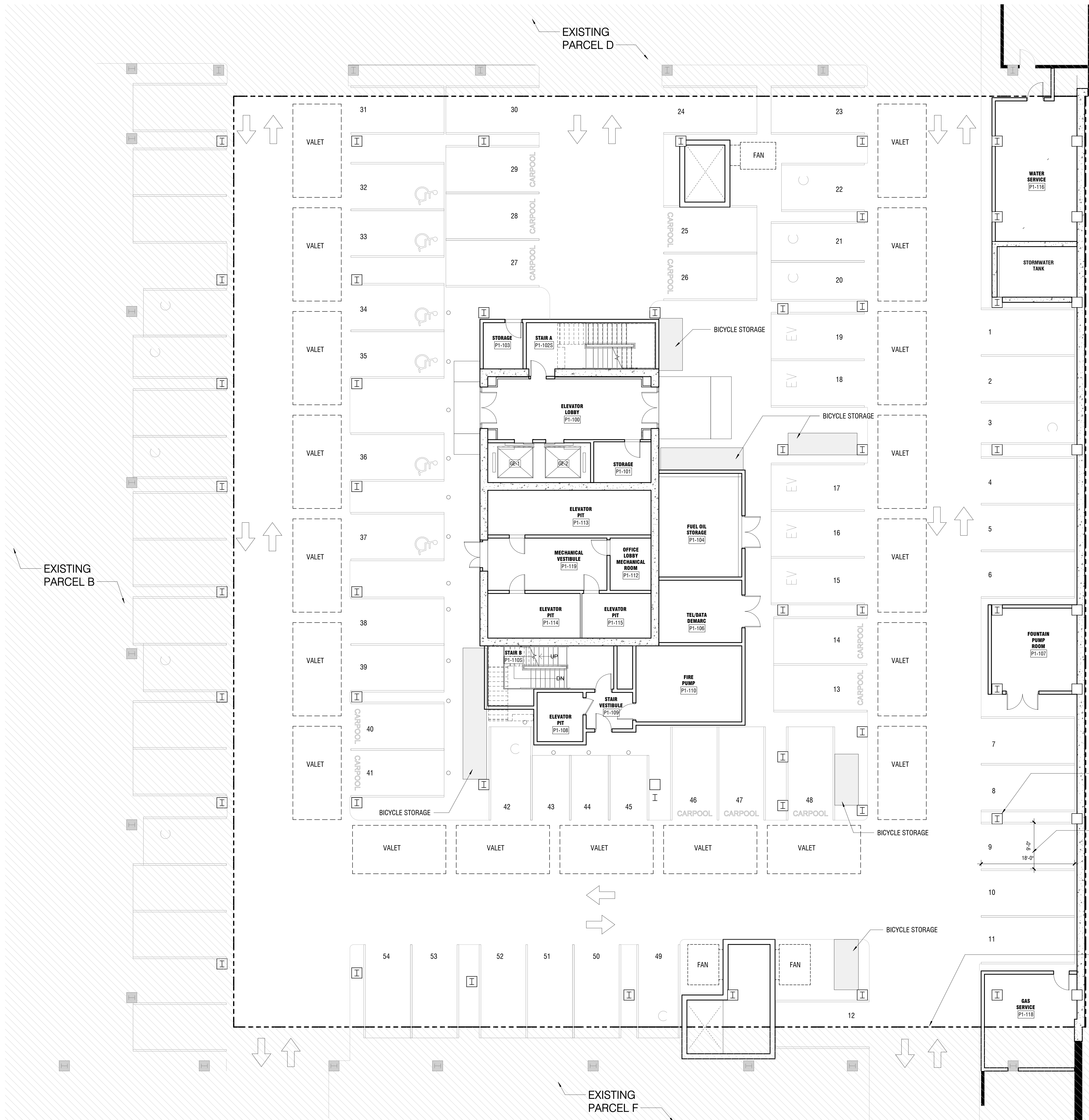
**Code Consultant**  
Jensen Hughes  
1661 Worcester Road, Suite 501  
Framingham, MA 01701  
P. (508) 620-8900

**Elevator Consultant**  
Van Deusen & Associates, Inc.  
101 Summer Street, 4th Floor  
Boston, MA 02110  
P. (617) 574-5099

**LEED Consultant**  
The Green Engineer, Inc.  
23 Bradford Street, 1st Floor  
Concord, MA 01742  
P. (978) 369-8978

**Geotechnical Engineer**  
McPhail Associates, Inc.  
2269 Massachusetts Avenue  
Cambridge, MA 02140  
P. (617) 868-1420

**Lighting Consultant**  
Sisden Fetscher Integrated Lighting, Inc.  
434 Massachusetts Ave, Suite 506  
Boston, MA 02118  
P. (617) 267-9500



CONCRETE COLUMN ENCASEMENT  
UP TO 4'-0" TYPICAL

9'-0" x 18'-0" TYPICAL

PROPERTY LINE (BELOW GRADE)

PROJECT NUMBER: #15020

DATE: FEBRUARY 11, 2019

SCALE: 1/8" = 1'-0"

DRAWING NAME:  
**PARKING LEVEL P1  
FLOOR PLAN (APCC)**

DRAWING NUMBER:

# P1

Fan Pier Parcel E

10 Fan Pier Boulevard  
Boston, Massachusetts 02210

Client

The Fallon Company  
One Marina Park Drive  
Boston, MA 02210  
P. (617) 737-4100

Architect

Elkus Manfredi Architects  
25 Drydock Avenue  
Boston, MA 02210  
P. (617) 426-1300

Civil Engineer

Nitech Engineering  
2 Center Plaza, Suite 430  
Boston, MA 02108  
P. (617) 338-0063

Landscape Architect

Richard Burck Associates  
7 Davis Square  
Somerville, MA 02144  
P. (617) 623-2300

Structural Engineer

McNamara/Salvia, Inc.  
101 Federal Street, 11th Floor  
Boston, MA 02110  
P. (617) 737-0040

MEP Engineer

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88 Black Falcon Ave, Suite 210  
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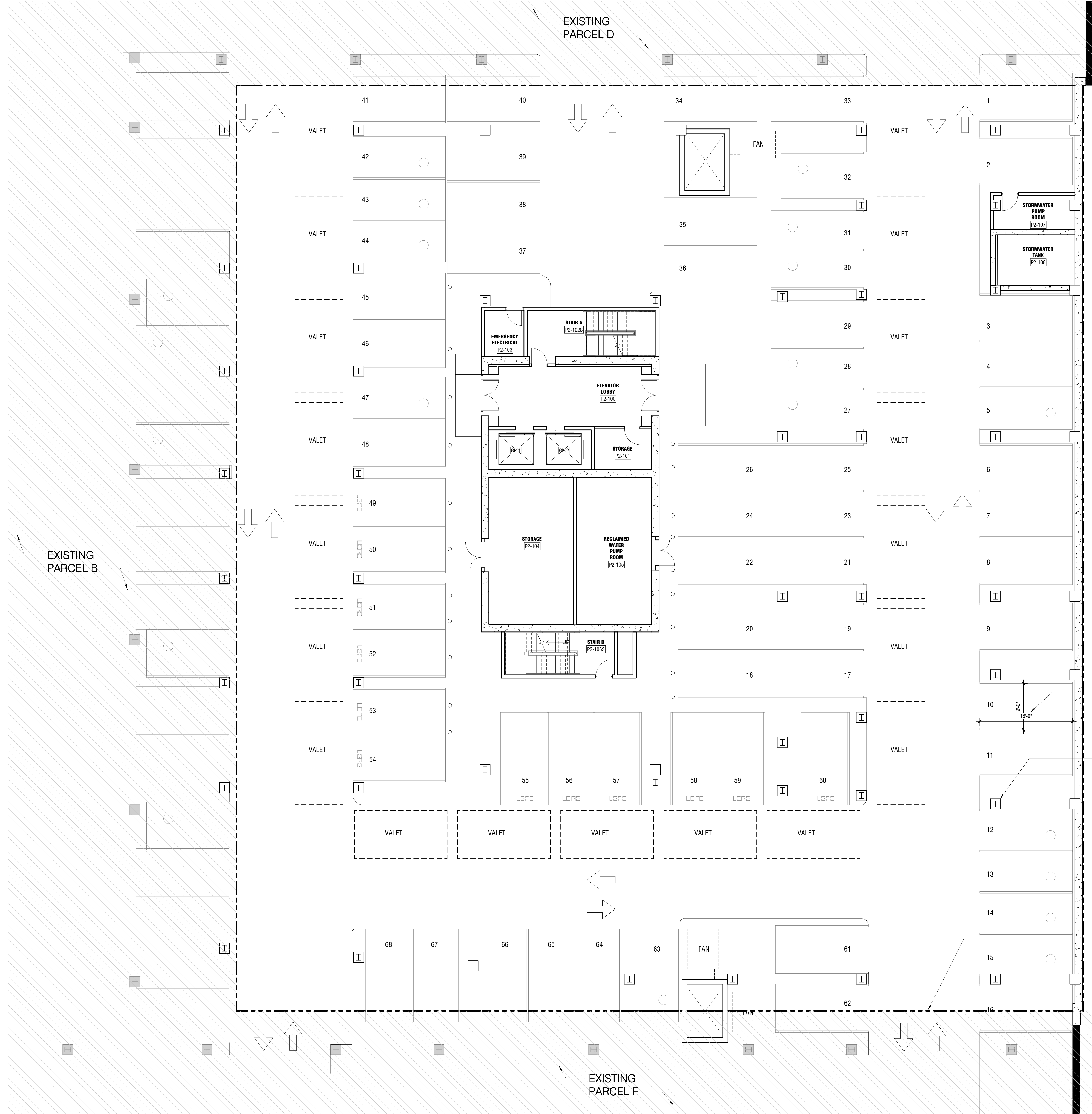
Geotechnical Engineer

McPhail Associates, Inc.  
2269 Massachusetts Avenue  
Cambridge, MA 02140  
P. (617) 868-1420

Lighting Consultant

Sieden Feltman Integrated Lighting, Inc.  
434 Massachusetts Ave, Suite 506  
Boston, MA, 02118  
P. (617) 267-9500

- P2 GROSS AREA: 29,465 SF
- P2 PARKING AREA: 29,195 SF
- TOTAL PARKING AREA: 87,495 SF
- (19) VALET SPACES AT P2 LEVEL



9'-0" x 18'-0" TYPICAL

CONCRETE COLUMN ENCASUREMENT UP TO 4'-0" TYPICAL

PROPERTY LINE (BELOW GRADE)

PROJECT NUMBER: #15020

DATE: FEBRUARY 11, 2019

SCALE: 1/8" = 1'-0"

DRAWING NAME:  
PARKING LEVEL P2  
FLOOR PLAN (APCC)

DRAWING NUMBER:

P2

Fan Pier Parcel E

10 Fan Pier Boulevard  
Boston, Massachusetts 02210

- P3 GROSS AREA: 29,465 SF
- P3 PARKING AREA: 29,195 SF
- TOTAL PARKING AREA: 87,495 SF
- (19) VALET SPACES AT P3 LEVEL

Client  
The Fallon Company  
One Marina Park Drive  
Boston, MA 02210  
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Architect  
Elkus Manfredi Architects  
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Boston, MA 02210  
P. (617) 426-1300

Civil Engineer  
Natch Engineering  
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Boston, MA 02108  
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Landscape Architect  
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434 Massachusetts Ave, Suite 506  
Boston, MA, 02118  
P. (617) 267-9500

PROJECT NUMBER: #15020

DATE: FEBRUARY 11, 2019

SCALE: 1/8" = 1'-0"

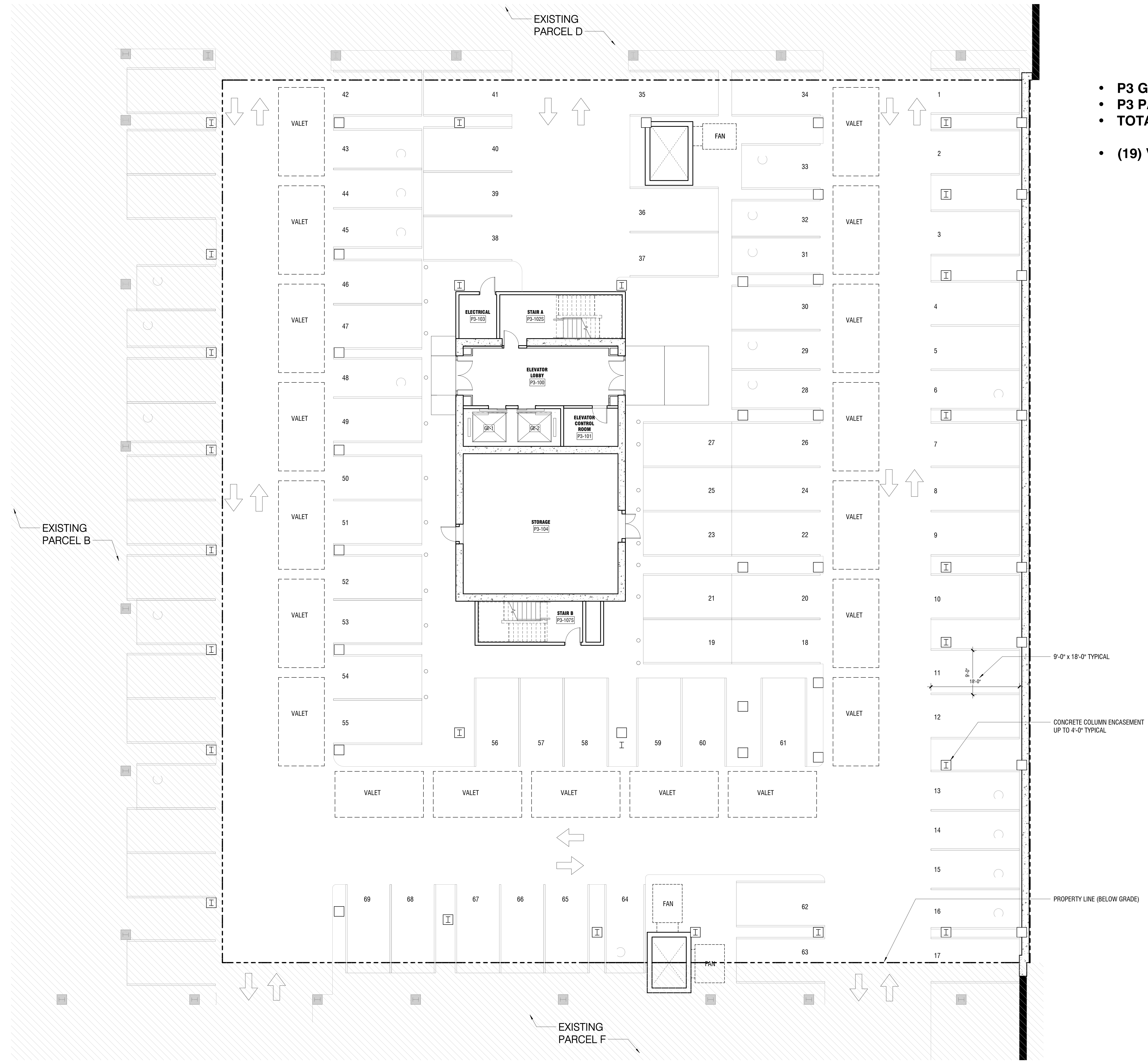
DRAWING NAME:  
PARKING LEVEL P3  
FLOOR PLAN (APCC)

DRAWING NUMBER:

P3

1/15/2019 3:17:08 PM

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**APPENDIX A:  
STATEMENT OF NEED OF PROPOSED FACILITY**

Appendix A  
(Parcel E)

In connection with the anticipated construction of an office building with ground floor retail and restaurant space and a three-level underground parking garage (the “**Parcel E Garage**”) on a portion of the Fan Pier property known as “**Parcel E**”, this application seeks a modification of the existing parking freeze permit issued to Fan Pier Development LLC and the owner, Ten Fan Pier Boulevard LLC (APCC Permit# 367699, formerly APCC ID# 32.00, referred to herein as the “**Site-Wide Permit**”), to allocate 248 of the inventoried spaces on surface lots of the Fan Pier property to the Parcel E Garage. Parcel E is shown on the plan for the Fan Pier property attached hereto (the “**Site Plan**”). Accordingly, the owner proposes to amend the Site-Wide Permit to authorize the construction and operation of the Parcel E Garage and to reduce the number of inventoried spaces in the undeveloped portion of the Fan Pier property from 411 to 163.

In addition to the Site-Wide Permit, the APCC has previously issued: (i) a parking freeze permit (APCC Permit# 367700, formerly APCC ID# 32.10, referred to herein as the “**Parcel A Permit**”) for the 290 space, three-level underground parking garage (the “**Parcel A Garage**”) constructed on a portion of the Fan Pier property known as “**Parcel A**”, located at 50 Northern Avenue, (ii) a parking freeze permit (APCC Permit# 367701, formerly APCC ID# 32.20, referred to herein as the “**Parcel B Permit**”) for the 450 space, three-level underground parking garage (the “**Parcel B Garage**”) constructed on a portion of the Fan Pier property known as “**Parcel B**”, located at 11 Fan Pier Boulevard, (iii) a parking freeze permit (APCC Permit# 367704, formerly APCC ID# 32.50, referred to herein as the “**Parcel C Permit**”) for the 267 space, three-level underground parking garage (the “**Parcel C Garage**”) constructed on a portion of the Fan Pier property known as “**Parcel C**”, located at 22 Liberty Drive and now owned by Twenty Two Liberty LLC, (iv) parking freeze permit (APCC Permit# 367706, formerly APCC ID# 32.70, referred to herein as the “**Parcel D Permit**”) for the 130 space, three-level underground parking garage (the “**Parcel D Garage**”) constructed on a portion of the Fan Pier property known as “**Parcel D**”, located at 50 Liberty Drive and now owned by 50 Liberty LLC, (v) a parking freeze permit (APCC Permit# 367705, formerly APCC ID# 32.60, referred to herein as the “**Parcel F Permit**”) for the 375 space, three-level underground parking garage (the “**Parcel F Garage**”) constructed on a portion of the Fan Pier property known as “**Parcel F**”, located at One Marina Park Drive and now owned by Fallon Cornerstone One MPD LLC, (vi) a parking freeze permit (APCC Permit# 367702, formerly APCC ID# 32.30, referred to herein as the “**Parcel H Permit**”) for the 253 space, three-level underground parking garage (the “**Parcel H Garage**”) constructed on a portion of the Fan Pier property known as “**Parcel H**”, located at 1 Harbor Shore Drive, and (vii) a parking freeze permit (APCC Permit# 367703, formerly APCC ID# 32.40, referred to herein as the “**Parcel I Permit**”) for the 225 space, three-level underground parking garage (the “**Parcel I Garage**”) constructed on a portion of the Fan Pier property known as “**Parcel I**”, located at 100 Northern Avenue (formerly 2 Harbor Shore Drive / 90-110 Northern Avenue).

The Parcel F Garage, the Parcel A Garage, the Parcel B Garage, the Parcel C Garage, the Parcel D Garage, the Parcel H Garage and the Parcel I Garage have been constructed and are open and operating. Each of the Parcel F Garage, the Parcel A Garage, the Parcel B Garage, the Parcel C Garage and the Parcel D Garage have been constructed in a manner to facilitate interconnection of such garages with one another and, eventually, with the Parcel E Garage once constructed. Upon the completion of construction of the Parcel E Garage, each of the Parcel A Garage, the Parcel B Garage, the Parcel C Garage, the Parcel D Garage, the Parcel E Garage and the Parcel F Garage will be interconnected and shall, though separately owned and subject to separate Parking Freeze Permits, have the physical appearance of a single garage by having no dividing walls between them, sharing common access and egress through one or more of their entrances, exits and passageways, and providing unobstructed access to uniform parking throughout the Parcel A Garage, the Parcel B Garage, the Parcel C Garage, the Parcel D Garage, the Parcel E Garage and the Parcel F Garage (the “**Unified Garage**”). The Unified Garage is operated pursuant to a Garage Reciprocal Easement Agreement in order to facilitate the construction, operation, maintenance, repair, replacement and restoration of the Unified Garage. A copy of the Garage Reciprocal Easement Agreement has previously been submitted to the APCC. Note that although the Parcel H Garage and the Parcel I Garage are interconnected with one another, they will not be connected to or included in the Unified Garage.

This application has no current effect upon the Parcel A Permit, the Parcel B Permit, the Parcel C Permit, the Parcel D Permit, the Parcel F Permit, the Parcel H Permit or the Parcel I Permit and will not affect the number of authorized parking spaces on the Fan Pier property. Rather, this application seeks to allocate a portion of the spaces currently permitted for the existing surface lots at the Fan Pier property to the Parcel E Garage. The issuance of the requested permit for the Parcel E Garage will facilitate the development and financing of the Parcel E project.

The owner requests that all conditions to the Site-Wide Permit remain in effect. Consistent with the Site-Wide Permit, the Parcel A Permit, the Parcel B Permit, the Parcel C Permit, the Parcel D Permit, the Parcel F Permit, the Parcel H Permit and the Parcel I Permit, the owner requests that the off-peak set-asides required within the South Boston Piers Zone apply across the entire Fan Pier property, so that the required off-peak spaces are permitted to be made available in any of the Parcel A Garage, the Parcel B Garage, the Parcel C Garage, the Parcel D Garage, the Parcel E Garage, the Parcel F Garage, the Parcel H Garage, the Parcel I Garage or the surface parking area, to most effectively meet the demand for off-peak spaces. Further, in light of the residential spaces located in the Unified Garage and since the number of spaces available will vary during phases of construction, the owner requests that the APCC confirm that the set-asides will be calculated based on the actual number of non-residential spaces available on the Fan Pier property from time to time.

According to available records, Parcel E has been used for parking since at least 1959 and, as part of the overall surface lots on the Fan Pier property, has served an off-site need for parking for those in the abutting Federal Courthouse and in the Financial District. Development of Parcel E as an office building with street level retail and restaurant space having, in the aggregate, approximately 313,156 square feet of gross floor area (as defined in the Boston Zoning Code) will create an on-site demand for parking. In light of the history of parking on Parcel E, and the new demand to be generated by the building on Parcel E and other portions of

the Fan Pier property, Parcel E is an appropriate location for use as a below grade parking garage. The development of the Fan Pier property, of which the Parcel E project is a part, has been extensively studied, including a parking demand study in the Final Project Impact Report for the Fan Pier Development filed with the Boston Redevelopment Authority on July 31, 2001 (“**FPIR**”). The FPIR indicates that there will be a traffic demand for the Fan Pier development not adequately provided for by public transportation. The construction of the Parcel E Garage will not increase available commercial parking in the area, but will result in the relocation of 248 inventoried spaces from the surface lots to an underground facility.