



**CITY of BOSTON**  
*Air Pollution Control Commission*  
**APPLICATION FOR PARKING FREE PERMIT**

DATE OF APPLICATION: 1 / 17 / 2020

**GENERAL APPLICATION INFORMATION**

PARCEL ID#: 0801055000

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

POINT OF CONTACT: Jason Epstein

PHONE NUMBER: ( 617 ) 266 - 8860

EMAIL: jepstein@theabbeygroup.com

**FACILITY INFORMATION**

FACILITY NAME: Exchange South End

FACILITY ADDRESS: 540 Albany Street  
 Street  
Boston, MA 02118 State, Zip  
 City

OWNER NAME: Boston Flower Exchange LLC

OWNER ADDRESS: 177 Huntington Avenue, 24th Floor  
 Street  
Boston, MA 02115 State, Zip  
 City

OWNER PHONE: ( 617 ) 266 - 8860

**NEIGHBORHOOD**

- Downtown Boston  South Boston

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

**DOWNTOWN BOSTON**  
 Commercial Spaces: 100  
 Exempt Spaces: 405\*  
 Residential Excluded Spaces: 0

**SOUTH BOSTON**  
 Commercial Spaces: N/A  
 Residential Included Spaces: N/A  
 Residential Excluded Spaces: N/A

\*To the extent that 100 Commercial Spaces are not available, Applicant asks that the number of unavailable Commercial Spaces be allocated to Exempt Spaces such that the total number of Exempt and Commercial Spaces is 505.

**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 (current)
- Garage

**TOTAL NUMBER OF SPACES:** 505

**TOTAL FACILITY SQUARE FOOTAGE:** 161,580 (gross)

**NUMBER OF NEW SPACES:** This site is currently permitted for 800 exempt spaces

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

**NUMBER OF EXISTING SPACES:** 800

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

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

427,700 sq. ft. commercial, 0 sq. ft. residential

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, [Signature] Date January 17, 2020  
Print Name, Jason Epstein

**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.

## STATEMENT OF NEED OF PROPOSED FACILITY

Boston Flower Exchange LLC, a Delaware limited liability company ("Applicant"), with a principal place of business at c/o The Abbey Group, 177 Huntington Avenue, 24<sup>th</sup> Floor, Boston, Massachusetts, seeks approval from the Commission to amend the existing Downtown Parking Freeze Permit No. 388 to permit an underground parking garage with capacity for up to 505 vehicles (the "Garage") as a parking facility including 100 commercial parking spaces, as well as 405 parking spaces exempt from the Downtown Parking Freeze. The Garage will be constructed in connection with the construction by an affiliate of Applicant, Abbey Albany Development LLC, a Delaware limited liability company ("Developer") of the first building ("Building B") of Phase 1 of a new multi-phased mixed-use commercial development (the "Project") at the site of the former Boston Flower Exchange (the "Site"). The Site is located at 540 Albany Street and Building B will provide approximately 427,700 square feet of combined commercial office and laboratory space, in addition to space for retail community jobs.

In connection with the Project, the existing vacant warehouse building, and parking lot will be demolished as part of the Project. The Developer plans to redevelop the Site through the construction of four new buildings (including mixed-use office, commercial, and/or life science research space) with ground floor retail, cultural, and other community amenity uses on-Site to better serve building occupants, nearby residents and workers, and other visitors. The ground floor of Building B will contain a lively ensemble of retail shops, community/cultural spaces, and bike facilities, as well as lobbies to the office/laboratory buildings and the 1.1-acre Albany Green central publicly accessible open space.

Building B is anticipated to provide 505 total below-grade parking spaces. The approximately 505 below-grade spaces will be shared between uses on Site, reducing the parking ratio to approximately 0.72 spaces per 1,000 square feet of the total square footage. This number is below the maximum allowed per Boston Transportation Department ("BTD") guidelines (0.75 to 1.00 parking spaces per 1,000 square feet of non-residential development) and meets BTD parking goals for this section of the South End.

The Project will leverage its proximity to Boston Medical Center, Boston University Medical School, the burgeoning tech start-up ecosystem in the Harrison/Albany Corridor, and direct connections to nearby public transportation options through the development of a life science and technology office campus.

**EXHIBIT A**

**Evidence of Ownership**

[See attached]

BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Commonwealth of Massachusetts, (the "Grantor"), in consideration of one dollar (\$1.00) and other good and sufficient consideration grants unto THE BOSTON FLOWER EXCHANGE, INC., a Massachusetts corporation located in said City of Boston with QUITCLAIM COVENANTS, Parcel 48B (the "Property"), which is shown on a plan entitled "Delivery Parcel Plan, Parcels 48A, 48B, and 48C" prepared by Charles McGuire Associates, dated October, 1968, and recorded in Suffolk Registry of Deeds, Book 8267, Page 155, and which is bounded as set forth in Exhibit A, "Notes and Bounds Description", subject to all of the easements and restrictions set forth in either of said Exhibits. Said parcel is a portion of the area subject to a taking order of the Grantor, recorded in said Deeds, Book 8263, Page 406.

The Grantee covenants for itself and (except as otherwise expressly provided) its successors and assigns:

- (1) Construction of improvements on the Property in compliance with all of the terms and conditions of the Land Disposition Agreement between the Grantor and Grantee dated November 12, 1968, as amended by Amendment Number 1 dated July 29, 1969, shall be commenced within fifteen (15) days after the Authority has cleared the property of all buildings, structures and other improvements in accordance with said Land Disposition Agreement as so amended, said Land Disposition Agreement and said Amendment, being recorded herewith. Said construction shall be diligently prosecuted to completion, which shall occur not later than ten (10) months after the commencement of construction. Promptly after such completion, the Grantor shall furnish the Grantee a "Certificate of Completion", in recordable form so certifying, which shall be a conclusive determination of satisfaction and termination of the covenant contained in this paragraph (1).
- (2) Until December 6, 2005, the Property shall be used in conformity with the land use provisions, planning objectives, and other requirements for the Property contained in the South End Urban Renewal Plan, adopted by the Boston City Council on December 6, 1965, recorded in said Deeds in Book 8259, Page 447, as the same may be from time to time modified pursuant to the provisions thereof.
- (3) For a period of one hundred (100) years after conveyance hereunder, there shall be no discrimination upon the basis of race, color, religion, sex, or national origin in the sale, lease, or rental, or in the use or occupancy of the Property, or in connection with the employment or application for employment of persons for the construction of improvements on the Property.
- (4) Prior to completion of the construction of the improvements hereinbefore referred to, and except as provided in (5) below, no assignment or transfer of any interest in the Property or any portion thereof or any interest therein shall be made except with the prior written consent of the Grantor and after the transferee or transferees have in writing and to the Grantor's satisfaction expressly assumed all of the Grantee's obligations to begin and complete construction of the improvements, and except that leases may be entered into provided that rental payments commence only at such times as the area or areas leased are ready for occupancy.
- (5) Notwithstanding any other provisions of this Deed, the Grantee shall at all times have the right to encumber, or pledge, his rights, title and interest in and to the Property, or any portion or portions thereof, by way of (a) bona fide mortgages to secure the payment of any loan or loans obtained by the Grantee to finance the development, construction, repair, or reconstruction of any of the improvements to be constructed by the Grantee on the Property, or to finance any outstanding loan or loans therefor obtained by the Grantee for any such purpose.

No mortgagee under a mortgage permitted hereby shall be obligated to complete the improvements referred to in paragraph (1) above, and in the event of a default by the Grantee in the construction of the improvements such a mortgagee shall have the option of causing or of not causing the same to be completed in accordance with the Grantee's undertakings provided that nothing in this Deed shall be construed to permit any mortgagee to devote the Property to any uses, or to construct any improvements thereon, other than those permitted under the provisions of this Deed.

S300 307

(6) So long as no Certificate of Completion has been issued with respect to the improvements to be constructed on the Property, the Grantee shall, during all periods during which it is subject to such risks or hazards, keep all of the insurable property and equipment in respect of such parcel insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount as is normally required by institutional mortgagees in the use of similar property in the City. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the Property or equipment, and, in any event, in amounts not less than eighty percent of the current cash value thereof. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Grantee, the Grantor, and any mortgagee under the standard mortgage clause, as their respective interests may appear, and a clause providing for ten (10) days notice to the Grantor prior to cancellation or termination.

(7) If a bona fide first mortgagee, through the operation of its contract to finance construction of the improvements acquires title to the Property prior to the completion of the improvements, the mortgagee shall be entitled to:

(a) complete construction of the improvements in accordance with the Grantee's undertakings, subject however to such changes in the time limits as may be reasonably necessary;

(b) sell, assign or transfer, with the prior written consent of the Grantor, title to a purchaser, assignee or transferee, who shall expressly assume all of the Grantee's undertakings in respect to the Property or parcel, subject to such changes in the time limits as may be reasonably necessary, by written instrument satisfactory to the Grantor and recorded forthwith in said Deeds; or

(c) reconvey title to the Grantor, which shall undertake with due diligence to resell the Property, and the mortgagee shall be entitled to the amount of the then outstanding indebtedness secured by the mortgage as of the date on which he acquired title (whether by foreclosure or otherwise), subject to reimbursement of the Grantor for its costs and expenses, and the payment of taxes and other public charges, and prior recorded liens and encumbrances.

(8) Real Estate taxes and assessments on the Property shall be paid when due and no encumbrance or lien not authorized by the terms hereof shall be permitted to exist.

The covenants set forth above shall run with the land hereby conveyed, and, to the fullest extent permitted by law and equity, be binding for the benefit and in favor of, and enforceable by, the Grantor and any successor public agency designated by or pursuant to law, and in the case of Section (3) above also in favor of, and enforceable by the United States, both for and in its or their own right and also for the purpose of protecting the interest of the community and other parties, public and private, in whose favor and for whose benefit such covenants are provided; such covenants shall be in force and effect without regard to whether the Grantor or any such successor remains or is an owner of any land or in the said Urban Renewal Area as defined in the said Urban Renewal Plan, but shall not be enforceable by transferees of other land owned by the Grantor in such Area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy. A certificate of the Grantor that such covenants have been complied with shall be conclusive as to such compliance as of the date of such certificate.

S300 408

In the event of a default under Sections (1), (4), or (5), hereof the Grantor shall in writing notify the Grantee of such default. The Grantee shall have ninety (90) days from the receipt of such notice in which to cure or commence to cure such default, failing which, subject to the rights of the holders of any mortgages on the Property permitted hereunder the Grantor shall have the right to require the Grantee promptly to transfer possession of, and reconvey, the Property, together with all of the improvements thereon, to the Grantor without cost to the Grantor, and the Grantor shall have the right, in addition to all other rights and remedies available at law and equity, to re-enter and take possession and to terminate the estate of the Grantee and re-vest such estate in the Grantor for breach of condition subsequent.

This conveyance is subject in all respects to the provisions of said Land Disposition Agreement as heretofore amended and as may hereafter be amended from time to time.

IN WITNESS WHEREOF, on 29<sup>th</sup> day of July, 1969, at Boston, Massachusetts, the parties hereto have caused this Instrument in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

William H. Dymowski By Hale Champion (corporate seal)  
Director

Ronald White By Ralph E. Stacey (corporate seal)  
Its President  
and  
John W. Williams Secy.

Approved as to form:

John P. Conley  
General Counsel

SUFFOLK COUNTY MASSACHUSETTS  
DEEDS & EASEMENTS  
3900

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3900

COMMONWEALTH OF MASSACHUSETTS

8300 409

Suffolk, ss.

July 29, 1969

Then personally appeared before me the above-named Hale Champion, who executed the foregoing instrument on behalf of the Boston Redevelopment Authority and acknowledged the same to be the free act and deed of said Authority.

Before me,

William E. Chapman II  
Notary Public  
My Commission expires: Oct 26, 1973

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

July 29, 1969

Then personally appeared before me the above-named Robert E. Howe and Paul J. Williams who acknowledged the foregoing instrument to be his free act and deed, the free act and duly authorized deed of said corporation.

Before me,

Robert F. White  
Notary Public  
My Commission expires: August 8, 1970



5300 410

Boston Redevelopment Authority

Exhibit A

METES AND BOUNDS DESCRIPTION  
PARCEL 49B

Beginning at a point on the Southerly side line of Albany Street, said point being  $S44^{\circ}-03'-42''E$  eighty and no hundredths (80.00) feet and  $N45^{\circ}-56'-18''E$  two hundred forty-nine and forty-six hundredths (249.46) feet, consecutively, from the point of intersection of the Easterly side line of East Brookline Street and the Northerly side line of Albany Street, and said point being the Northeasterly corner of land (Parcel 49A) now or formerly of the Boston Redevelopment Authority;

Thence running  $N45^{\circ}-56'-18''E$  along said Southerly side line of Albany Street five hundred forty-eight and no hundredths (548.00) feet to a point, said point being the Northwesterly corner of land (Parcel 49C) now or formerly of the Boston Redevelopment Authority;

Thence turning and running  $S44^{\circ}-03'-42''E$  along the dividing line between Parcel 49B and Parcel 49C four hundred thirty and ninety-eight hundredths (430.98) feet to a point on the proposed Northerly side line of Albany Street Service Road (so-called), said point being the Southwesterly corner of land (Parcel 49C) now or formerly of said Boston Redevelopment Authority;

Thence turning and running, Southwesterly, by a curve to the right of one thousand one hundred eighty-four and sixteen hundredths (1184.16) feet radius along said proposed Northerly side line of Albany Street Service Road (so-called) four hundred seventy-six and thirty-seven hundredths (476.37) feet to a point;

Thence running  $S55^{\circ}-21'-35''W$  along said proposed Northerly side line of Albany Street Service Road (so-called) seventy-six and eighteen hundredths (76.18) feet to a point, said point being the Southeasterly corner of land (Parcel 49A) now or formerly of the Boston Redevelopment Authority;

Thence turning and running  $N44^{\circ}-03'-42''W$  along the dividing line between Parcel 49B and Parcel 49A four hundred thirty-five and eighty-eight hundredths (435.88) feet to the point of beginning.

Containing a total of two hundred forty-eight thousand six hundred sixty-five (248,665) square feet, more or less.

All being shown on a plan entitled "Delivery Parcel Plan, Parcels 48A, 49B, and 49C, South End Urban Renewal Area, Project No. Mass.-R-56" by Charles A. Maguire & Associates, Boston, Mass., dated October, 1968.

Said Parcel 49B being subject to easements shown on said plan of land by Charles A. Maguire and Associates as "TRAFFIC CIRCULATION EASEMENT C-2", "TRAFFIC CIRCULATION EASEMENT D-1", "DRAINAGE EASEMENT A-2", and "DRAINAGE EASEMENT B"-Easement to the Commonwealth of Massachusetts for the purpose of installation and maintenance of drainage facilities deemed necessary for public convenience and necessity, all said easements being bound and described as follows:

8300 411

"TRAFFIC CIRCULATION EASEMENT C-2" - Easement to Present and Future Owners of Parcel 48A and to Present and Future Owners of Parcel 48C for Access and Egress:

Beginning at a point on the Southerly side line of Albany Street, said point being the point of intersection of said Southerly side line of Albany Street and the dividing line between Parcel 48A and Parcel 48B, and running on the following courses and distances:

By said Southerly side line of Albany Street  $N45^{\circ}-56'-18''E$  fifteen and no hundredths (15.00) feet to a point; thence  $S44^{\circ}-03'-42''E$  four hundred thirty-eight and thirty-six hundredths (438.36) feet to a point on the proposed Northerly side line of Albany Street Service Road (so-called); thence by said proposed Northerly side line of Albany Street Service Road (so-called)  $S55^{\circ}-21'-35''W$  fifteen and twenty-one hundredths (15.21) feet to the point of intersection of said proposed Northerly side line of Albany Street Service Road (so-called) and the dividing line between Parcel 48A and Parcel 48B; thence by said dividing line between Parcel 48A and Parcel 48B  $N44^{\circ}-03'-42''W$  four hundred thirty-five and eighty-eight hundredths (435.88) feet to the point of beginning, containing a total area of six thousand five hundred fifty-seven (6,557) square feet, more or less.

"TRAFFIC CIRCULATION EASEMENT D-1" - Easement to Present and Future Owners of Parcel 48A and to Present and Future Owners of Parcel 48C for Access and Egress:

Beginning at a point on the Southerly side line of Albany Street, said point being the point of intersection of said Southerly side line of Albany Street and the dividing line between Parcel 48B and Parcel 48C, and running on the following courses and distances:

By said dividing line between Parcel 48B and Parcel 48C  $S44^{\circ}-03'-42''E$  four hundred thirty and ninety-eight hundredths (430.98) feet to a point, said point being the point of intersection of said dividing line between Parcel 48B and Parcel 48C and the proposed Northerly side line of Albany Street Service Road (so-called); thence by said proposed Northerly side line of Albany Street Service Road (so-called) by a curve to the right of one thousand one hundred eighty-four and sixteen hundredths (1184.16) feet radius, Southwesterly, fifteen and forty-one hundredths (15.41) feet to a point; thence  $N44^{\circ}-03'-42''W$  four hundred thirty-four and fifty-one hundredths (434.51) feet to a point on the Southerly side line of Albany Street; thence by said Southerly side line of Albany Street  $N45^{\circ}-56'-18''E$  fifteen and no hundredths (15.00) feet to the point of beginning, containing a total area of six thousand four hundred ninety-one (6,491) square feet, more or less.

"DRAINAGE EASEMENT A-2" - Part of Easement Reserved by the Commonwealth of Massachusetts to itself and Its Successors, in Title to the CONDUIT SYSTEM, and Its Connections (as Referred to in Section One of Chapter 762 of the Acts of 1962) to Operate and Maintain Said Conduit System:

Beginning at a point on the dividing line between Parcel 48B and Parcel 48A, said point being  $S44^{\circ}-03'-42''E$  two hundred eighty-one and sixty-nine hundredths (281.69) feet from the point of intersection of said dividing line between Parcel 48A and Parcel 48B and the Southerly side line of Albany Street, and running on the following courses and distances:

S300 412

By land of the parcel, N47°-34'-08"E five hundred forty-eight and twenty-two hundredths (548.22) feet to a point; thence by the dividing line between Parcel 48B and Parcel 48C S44°-03'-42"E fifty and two hundredths (50.02) feet to a point; thence S47°-34'-08"W five hundred forty-eight and twenty-two hundredths (548.22) feet to a point; thence by said dividing line between Parcel 48B and Parcel 48A fifty and two hundredths (50.02) feet to the point of beginning, containing a total area of twenty-seven thousand four hundred eleven (27,411) square feet, more or less.

"DRAINAGE EASEMENT B"-Easement to Commonwealth of Massachusetts for Installation and Maintenance of Drainage Facilities:

Beginning at a point on the Southerly side line of "Drainage Easement A-2," said point being S44°-03'-42"E three hundred forty-seven and thirty-one hundredths (347.31) feet and S47°-34'-08"W three hundred twenty and sixty hundredths (320.60) feet from the point of intersection of the Southerly side line of Albany Street and the dividing line between Parcel 48B and Parcel 48C, and running on the following courses and distances:

By said Southerly side line of "Drainage Easement A-2" S47°-34'-08"W twenty and forty-six hundredths (20.46) feet to a point; thence S30°-14'-53"E one hundred twenty-six and seventy-nine hundredths (126.79) feet to a point; thence by the proposed Northerly side line of Albany Street Service Road (so-called) by a curve to the left of one thousand one hundred eighty-four and sixteen hundredths (1184.16) feet radius, Northeasterly, twenty and thirty hundredths (20.30) feet to a point; thence N30°-14'-53"W one hundred twenty-seven and sixty-four hundredths (127.64) feet to the point of beginning, containing a total area of two thousand five hundred forty-five (2,545) square feet, more or less.

Said "Traffic Circulation Easement C-2" and said "Traffic Circulation Easement D-1" being subject to said "Drainage Easement A-2."

Said Parcel 48B having the benefit of easements shown on said plan by Charles A. Maguire and Associates as "TRAFFIC CIRCULATION EASEMENT C-1," which easement is subject to Drainage Easement A-1," shown on said plan by Charles A. Maguire and Associates, and "TRAFFIC-CIRCULATION EASEMENT D-2," which easement is subject to "Drainage Easement A-3," shown on said plan by Charles A. Maguire and Associates all such easements being bound and described as follows:

"TRAFFIC CIRCULATION EASEMENT C-1"-Easement to Present and Future Owners of Parcel 48B and to Present and Future Owners of Parcel 48C for Access and Egress:

Beginning at a point on the Southerly side line of Albany Street, said point being the point of intersection of said Southerly side line of Albany Street and the dividing line between Parcel 48A and Parcel 48B, and running on the following courses and distances:

By said dividing line between Parcel 48A and Parcel 48B S44°-03'-42"E four hundred thirty-five and eighty-eight hundredths (435.88) feet to a point, said point being the point of intersection of said dividing line between Parcel 48A and Parcel 48B and the proposed Northerly side line of Albany Street Service Road (so-called); thence by said proposed Northerly side line of Albany Street Service Road (so-called) S55°-21'-35"W fifteen

and twenty-one hundredths (15.21) feet to a point; thence N44°-03'-42"W four hundred thirty-three and thirty-nine hundredths (433.39) feet to a point on the Southerly side line of Albany Street; thence by said Southerly side line of Albany Street N45°-56'-18"E fifteen and no hundredths (15.00) feet to the point of beginning, containing a total area of six thousand five hundred twenty (6,520) square feet, more or less.

"TRAFFIC CIRCULATION EASEMENT D-2"-Easement to Present and Future Owners of Parcel 48A and to Present and Future Owners of Parcel 48C for Access and Egress:

Beginning at a point on the Southerly side line of Albany Street, said point being the point of intersection of said Southerly side line of Albany Street and the dividing line between Parcel 48B and Parcel 48C, and running on the following courses and distances:

By said Southerly side line of Albany Street N45°-56'-18"E fifteen and no hundredths (15.00) feet to a point; thence S44°-03'-42"E four hundred twenty-seven and twenty-four hundredths (427.24) feet to a point on the proposed Northerly side line of Albany Street Service Road (so-called); thence by said proposed Northerly side line of Albany Street Service Road (so-called) by a curve to the right of one thousand one hundred eighty-four and sixteen hundredths (1,184.16) feet radius, Southwesterly, fifteen and forty-six hundredths (15.46) feet to the point of intersection of said proposed Northerly side line of Albany Street Service Road (so-called) and the dividing line between Parcel 48B and Parcel 48C; thence, by said dividing line between Parcel 48B and Parcel 48C N44°-03'-42"W four hundred thirty and ninety-eight hundredths (430.98) feet to the point of beginning, containing a total area of six thousand four hundred thirty-seven (6,437) square feet, more or less.

Meaning and intending to convey, and hereby conveying, all that land shown on said plan by Charles A. Maguire and Associates as Parcel 48B, containing a total area of two hundred forty-eight thousand six hundred sixty-five (248,665) square feet, more or less, inclusive of the areas shown on said plan by Charles A. Maguire and Associates as "Traffic Circulation Easement C-2," containing six thousand five hundred fifty-seven (6,557) square feet, more or less, "Traffic Circulation Easement D-1," containing six thousand four hundred ninety-one (6,491) square feet, more or less, "Drainage Easement A-2," containing twenty-seven thousand four hundred eleven (27,411) square feet, more or less, and "Drainage Easement B," containing two thousand five hundred forty-five (2,545) square feet, more or less; together with rights of access and egress in "Traffic Circulation Easement C-1," containing six thousand five hundred twenty (6,520) square feet, more or less, and "Traffic Circulation Easement D-2," containing six thousand four hundred thirty-seven (6,437) square feet, more or less.

CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and Acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on July 6, 1967 and duly recorded in this office:

Copies of a memo dated July 6, 1967 were distributed re South End Project Mass. R-56, Boston Flower Exchange, Inc., Approval of Preliminary Plans, Designation of Developer on Parcel 48, and Authorization to Execute Disposition Agreement, attached to which were copies of a proposed vote and a Resolution.

A Resolution entitled "RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY RE: DESIGNATION OF REDEVELOPER FOR A PORTION OF RE-USE PARCEL 48 IN THE SOUTH END URBAN RENEWAL AREA, AND RELATED MATTERS" was introduced, read and considered.

On motion duly made and seconded, it was unanimously

VOTED: to adopt the Resolution as read and considered.

The aforementioned Resolution is filed in the Document Book of the Authority as Document No. 856.

On motion duly made and seconded, it was unanimously

VOTED: that the Preliminary Plans of Symmes Main & McKee, Inc., dated June 30, 1967, for development by Boston Flower Exchange, Inc., on the wholesale flower market site, Parcel 48, in the South End Urban Renewal Project area, consisting of three sheets, including a site plan, floor plan, elevations, and sections are hereby approved.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the Resolution to which this certificate is attached is in substantially the form as that presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Hale Champion is the Director of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this 9th day of May 1967.



LS

BOSTON REDEVELOPMENT AUTHORITY

By William J. Johnson  
Assistant Secretary

Document No. 856  
Adopted at Meeting of 7/6/67

RESOLUTION  
Of  
THE BOSTON REDEVELOPMENT AUTHORITY

RE: DESIGNATION OF REDEVELOPER FOR A PORTION OF RE-USE  
PARCEL 48 IN THE SOUTH END URBAN RENEWAL AREA, AND RELATED  
MATTERS.

WHEREAS, the Boston Redevelopment Authority, hereinafter referred to as the "Authority", has entered into a contract for Loan and Grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance to the hereinafter identified project, and

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. R-56, hereinafter referred to as the "Project Area", has been duly reviewed and approved in full compliance with local, state, and Federal laws, and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, creed or national origin, and

WHEREAS, on February 16, 1967, the Authority tentatively designated Boston Flower Exchange, Inc., as one of three re-developers of Re-use Parcel 48 in said Renewal Area, and

WHEREAS, a Site Plan has been developed by the Planning Design Group of the Authority's Design Department and Charles T. Main, Inc., the Authority's contract consultant, which Site Plan shows an approximate parcelization of said Re-use Parcel between said three redevelopers.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY THAT:

1. Boston Flower Exchange, Inc., be and hereby is designated as developer for the designated portion of Parcel 48, which is shown on the Site Plan by the Planning Design Group of the Authority's Design Department, submitted under cover of the Development Administrator's Memorandum of June 22, 1967, subject to approval by the Authority of Final Plans and Specifications (including a

Final Site Plan), publication of public disclosure information, issuance of approvals required by the Housing Act of 1949, as amended, and approval of a land price by the Authority and HUD.

2. Disposal of said parcel by negotiation is the appropriate method of making the land available for redevelopment.

3. It is hereby determined that the said redeveloper possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the project area.

4. The Development Administrator is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement between the Authority as Seller, and Boston Flower Exchange, Inc., as Buyer, providing for conveyance by the Authority of that portion of Disposition Parcel 48 in the South End Urban Renewal Area which is delineated on the aforesaid Site Plan for a consideration to be determined by the Authority, subject to Federal concurrence, following two independent re-use appraisals; that the Development Administrator is further authorized, subject, however, to Authority approval of the Final Plans and Specifications (including a Final Site Plan), and to submission of satisfactory evidence of financial commitments to execute and deliver a Deed conveying said property, pursuant to such Agreement, and that the execution and delivery by the Development Administrator of such Agreement and Deed, to which a Certificate of this Resolution is attached, shall be conclusive evidence that the form, terms, and provisions thereof are by the Development Administrator deemed proper and in the best interest of the Authority.

5. The Secretary is hereby authorized and directed to publish notice of the proposed disposal transactions in accordance with Section 105(3) of the Housing Act of 1949, as amended.

773. 10/1/69

CERTIFICATE OF VOTE

5300-417

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on July 17, 1969 and duly recorded in this office:

On motion duly made and seconded, it was unanimously VOTED: That the Director is hereby authorized, in the name and in behalf of the Boston Redevelopment Authority, to execute and deliver an amendment to the Land Disposition Agreement between the Authority and the Boston Flower Exchange, such an amendment to be in substantially in the form attached hereto.

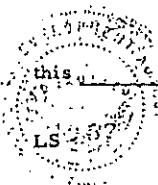
(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

~~(4) That the certificate is a true and correct copy of the vote as presented and recorded in substantially the form as attached hereto.~~

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Hale Champion is the Director of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.



IN WITNESS WHEREOF the undersigned has hereunto set his hand this 18th day of July, 1969.

BOSTON REDEVELOPMENT AUTHORITY  
By Karl J. [Signature]  
Secretary



CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and Acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on January 9, 1969 and duly recorded in this office:

On motion duly made and seconded, it was unanimously

VOTED: that all authorizations previously voted the Development Administrator are hereby authorized for action by the Director.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

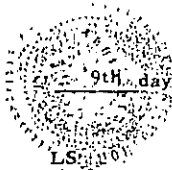
~~(4) That this~~  
~~to which this certificate is attached is in substantially the form as that presented to said meeting.~~

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Hale Champion is the Director of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this 9th day of May 1969.



July 29, 1969 At 3 o'clock  
& 50 mins. P. M. Rec'd  
Ent'd & Exam'd -85

BOSTON REDEVELOPMENT AUTHORITY  
By William J. Johnson  
Assistant Secretary

**EXHIBIT B**

**Site Plan**

[See attached]



- BOH
- CIRCULATION
- COMMUNITY
- FIRE DEPT
- GARAGE
- LOADING
- LOBBY
- RETAIL

THE **ABBKEY** GROUP  
 MICHAEL  
 VAN  
 VALKENBURGH  
 ASSOCIATES  
 INC

Stantec



**Figure 1-11**  
**Phase I Project Site Plan**

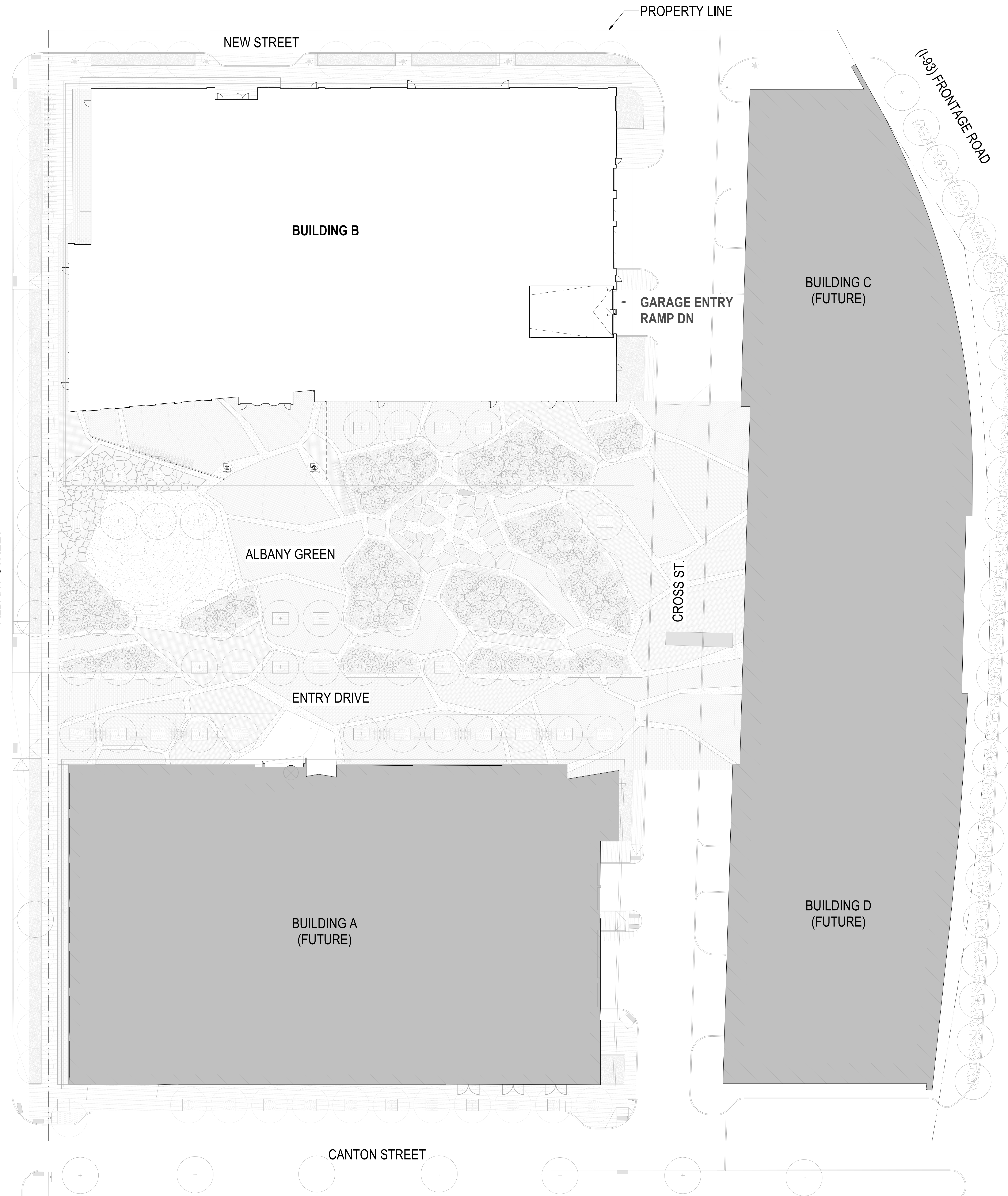
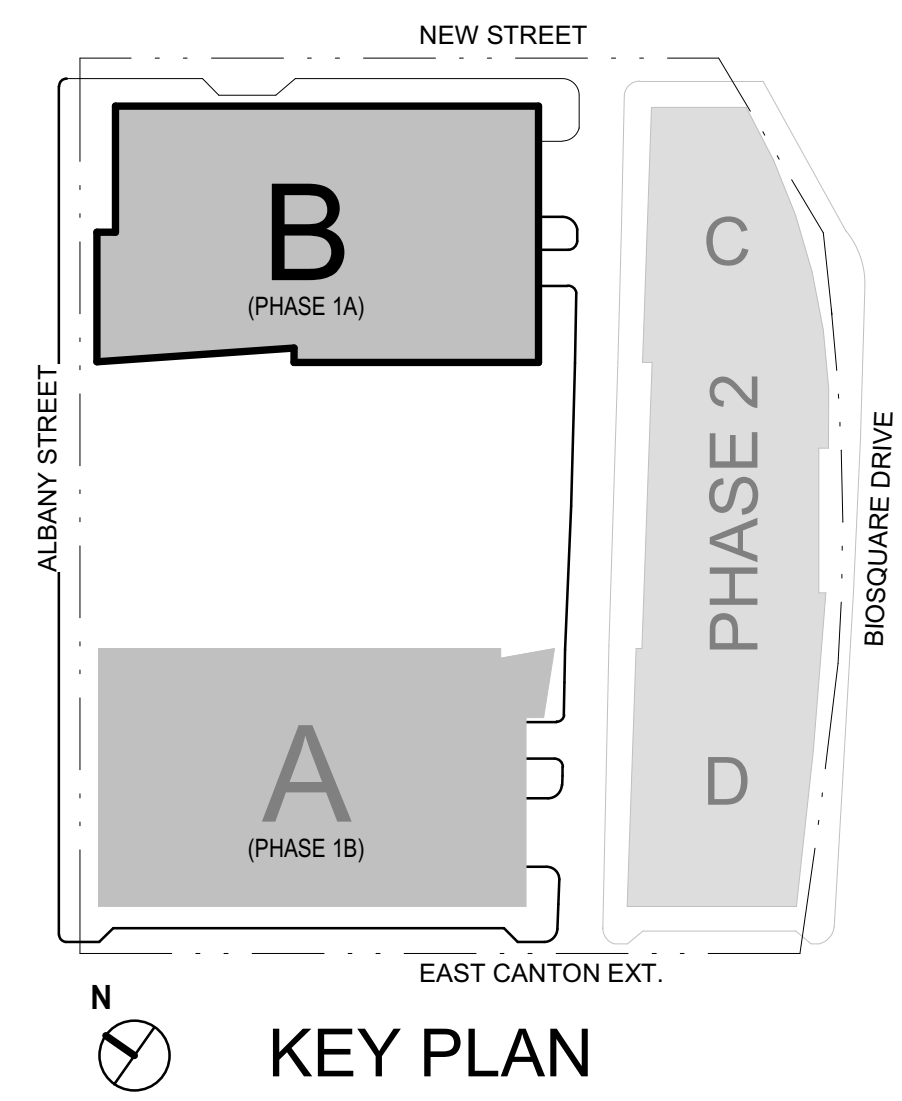
Source: Stantec

**EXHIBIT C**

**Parking Garage Floor Plans**

[See attached]

Notes



**1 OVERALL SITE PLAN**  
1" = 20'-0"



**LOCATION MAP**

BUILDING B - PARKING BREAKDOWN			
G3	COMPACT	14	188
	STANDARD NARROW	11	
	ACCESSIBLE	2	
	STANDARD	122	
	VALET SPACE	39	
G2	GREEN VEHICLE	8	185
	CARPOOL VEHICLE	8	
	ELECTRIC VEHICLE	-	
	COMPACT	14	
	STANDARD NARROW	11	
G1	ACCESSIBLE	3	132
	ACCESSIBLE VAN	2	
	STANDARD	101	
	STANDARD PARALLEL	-	
	GREEN VEHICLE	8	
TOTAL	CARPOOL VEHICLE	8	505
	ELECTRIC VEHICLE	13	
	FUTURE ELECTRIC VEHICLE	26	
	LEED REQ'D (25.25)	52	
	LEED REQ'D (25.25)	52	
TOTAL	ACCESSIBLE VEHICLE	10	905 SPACES
	ACCESSIBLE REQ'D****	9.00	
	ACCESSIBLE VAN VEHICLE	2	
	ACCESSIBLE VAN REQ'D****	2.00	
	TOTAL VALET SPACES - 77		
GRAND TOTAL - 905 SPACES			
GRAND TOTAL PARKING SQUARE FOOTAGE - 161,580 SF			

\*FAR SF does not include Parking Garage SF or Penthouse SF  
 \*\*Building height includes the occupiable floors above grade. Does not include the Penthouse.  
 \*\*\*Short term provided outside, not in building. 62 req'd per LEED and 60 req'd per BTD.  
 \*\*\*\*Accessibility requirements per IRC 2015 table 1106.1  
 \*\*\*\*\*Per 512 CMR 23.2.2.1 of every 8 accessible spaces, but not less than one, shall be van accessible.  
 1. LEED defaults will be used for the purposes of LEED documentation; however, BTD guidelines dictate minimum level of compliance required for permits.  
 2. In both cases, BTD numbers dictate the minimum permit numbers for showers, indoor bike parking and outdoor bike parking. Static meeting/exceeding the more stringent requirement.  
 3. While both retail and office uses require an onsite bike share, because both uses are in the building, the project only needs to include one bike share for compliance.

ISSUED FOR BAPOC PARKING FREEZE APPLICATION  
1/17/2020 2:26:17 PM

Issue/Revision	By	App'd	YYYY-MM-DD

File Name	Author	Designer	Checker	01/02/20

Permit/Seal	

**PRELIMINARY  
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CONSTRUCTION**  
Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.

Client/Project Logo

**THE ABBEY GROUP**

Client/Project  
THE ABBEY GROUP

EXCHANGE SOUTH END BUILDING B

540 Albany Street  
Boston, MA 02118

Title  
**OVERALL SITE PLAN - BUILDING B  
GARAGE ENTRY**

Project No.  
218420838

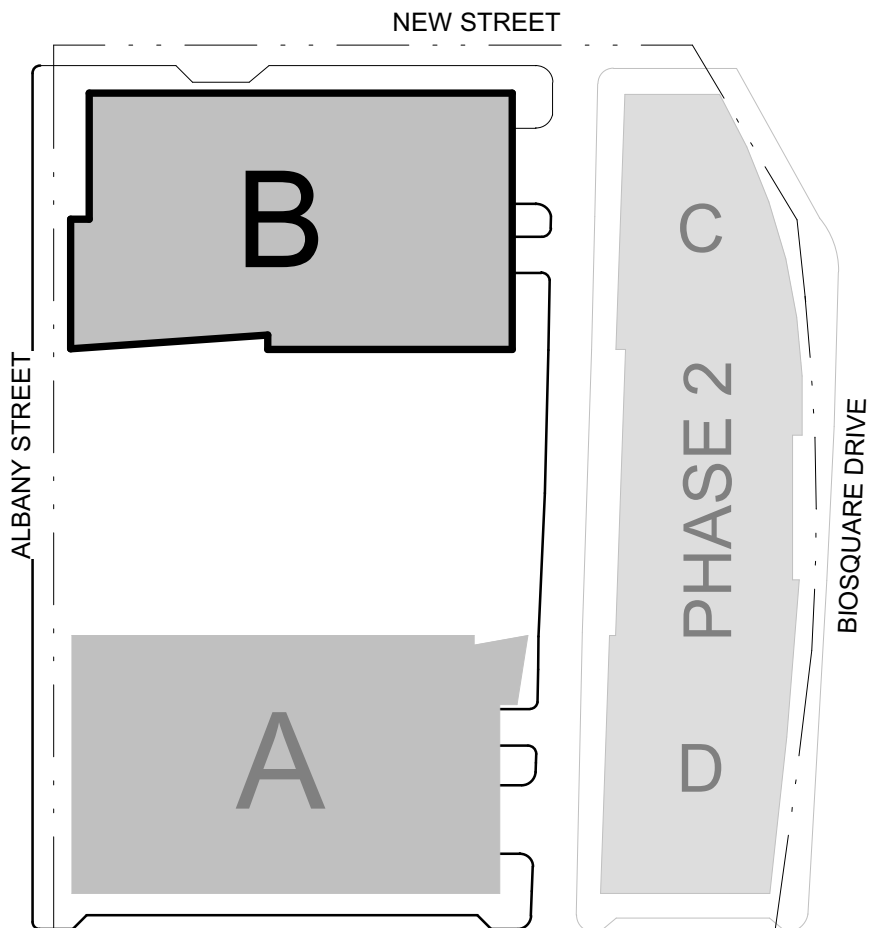
Scale  
1" = 20'-0"

Revision

Drawing No.

**G-B012**

Notes

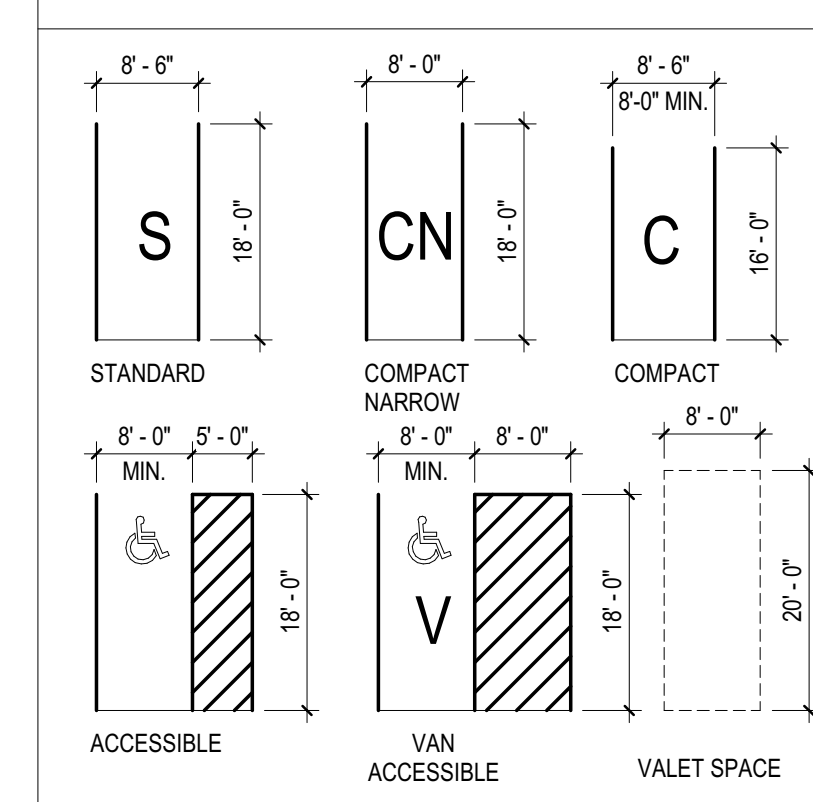


KEY PLAN

Level	Type	Count
Level G3-B	Accessible	2
Level G3-B	Compact	14
Level G3-B	Standard	122
Level G3-B	Standard Narrow	11
Level G3-B-149	Standard	3
Level G2-B	Accessible	3
Level G2-B	Compact	14
Level G2-B	Standard	119
Level G2-B	Standard Narrow	11
Level G2-B-147	Standard	7
Level G1-B	Accessible	5
Level G1-B	Compact	17
Level G1-B	Standard	101
Level G1-B	Standard Narrow	19
Level G1-B-132	Standard	19
Grand total:		428

TOTAL VALET SPACES - 77  
GRAND TOTAL - 505 SPACES  
PARKING SF THIS FLOOR - 52,860 SF  
GRAND TOTAL PARKING SQUARE FOOTAGE - 191,980 SF

PARKING SPACE LEGEND



ISSUED FOR BAPOC PARKING FREEZE APPLICATION

1/17/2020 2:20:53 PM

Foundation Permit	12/13/2017
Design Development	8/16/2019
Schematic Design	1/21/2019
Issued/Revision	By App'd
Issue/Revision	By App'd
File Name: N/A	Author
	Design
	Check
	Chkd.
	1/21/2019
	YYYY.MM.DD

Permit/Seal

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Client/Project Logo

**THE ABBEY GROUP**

Client/Project  
THE ABBEY GROUP

EXCHANGE SOUTH END BUILDING B

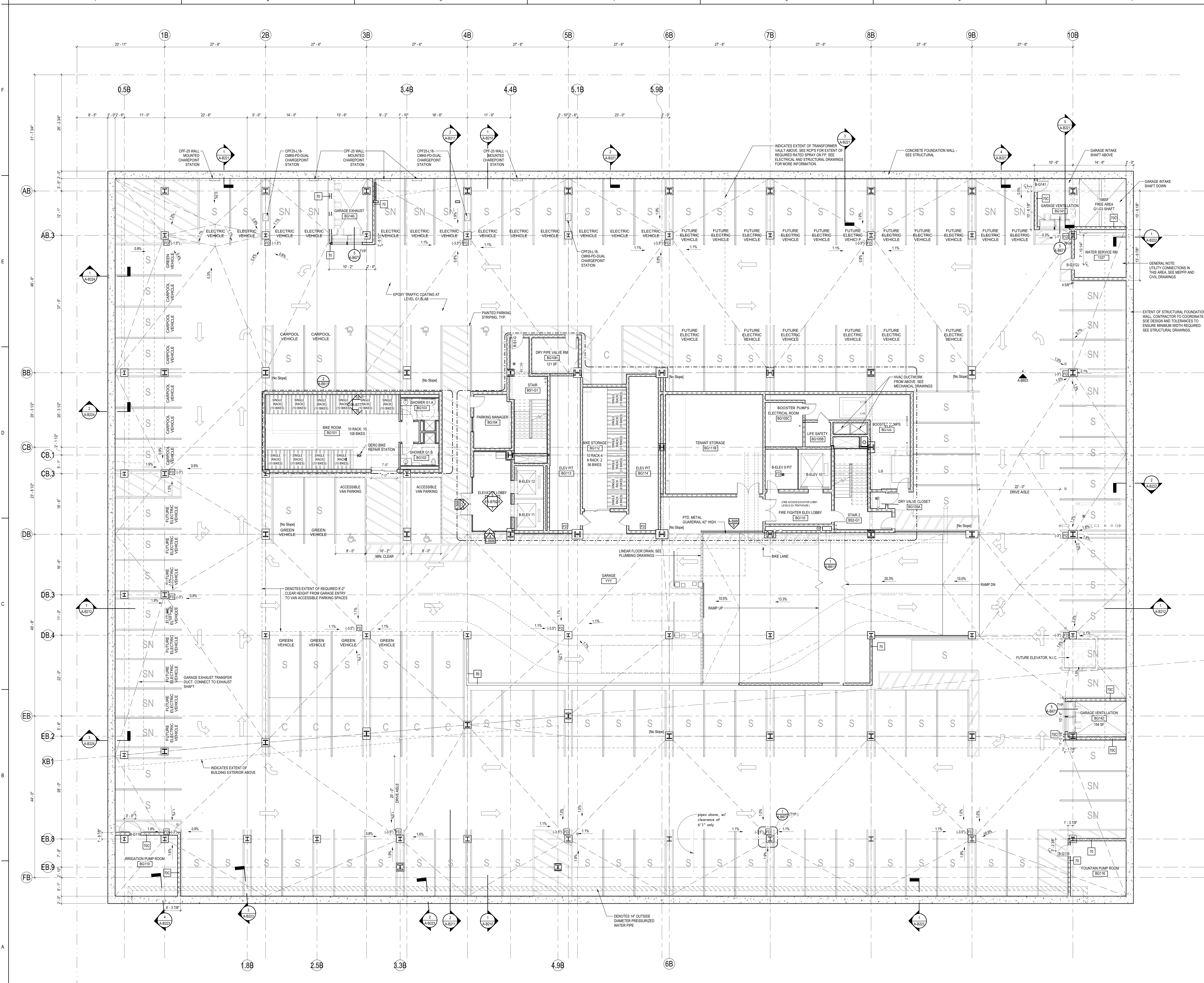
540 Albany Street  
Boston, MA 02118

Title  
BUILDING B - LEVEL G1

Project No.  
218420838  
Revision

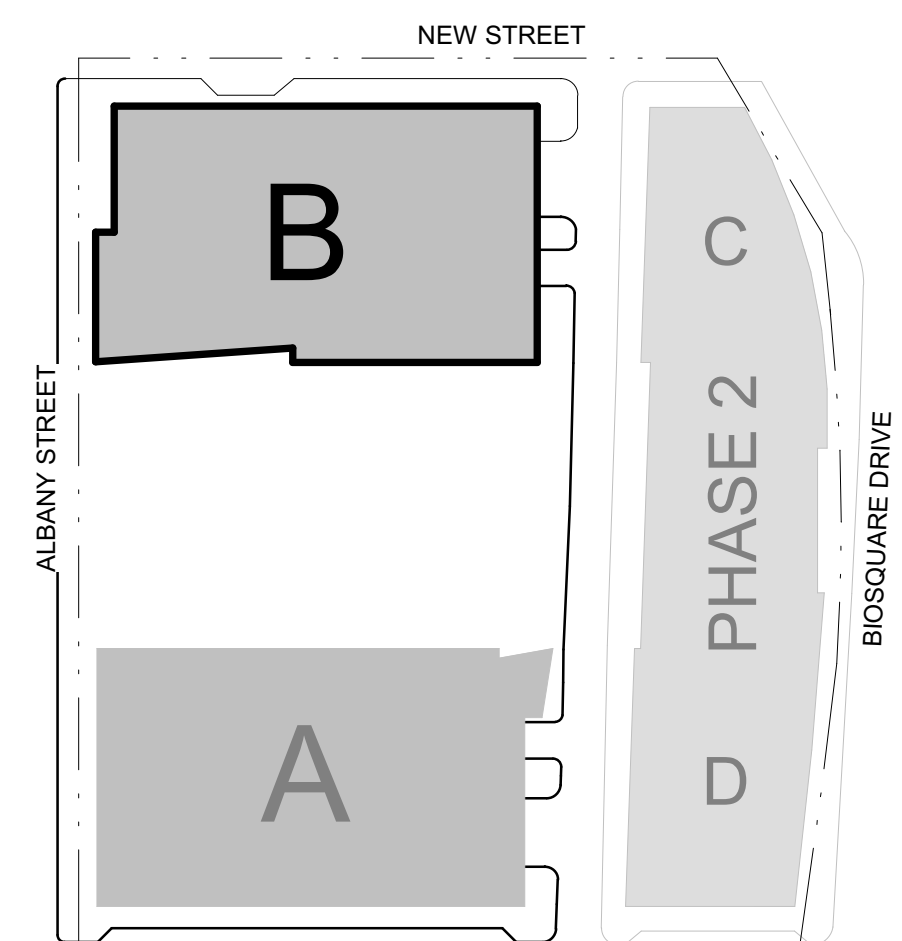
Scale  
As Indicated  
Drawing No.

**A-B100.G1**



**1 BUILDING B - LEVEL G1**  
A-B100.G1 1/8" = 1'-0"

Notes

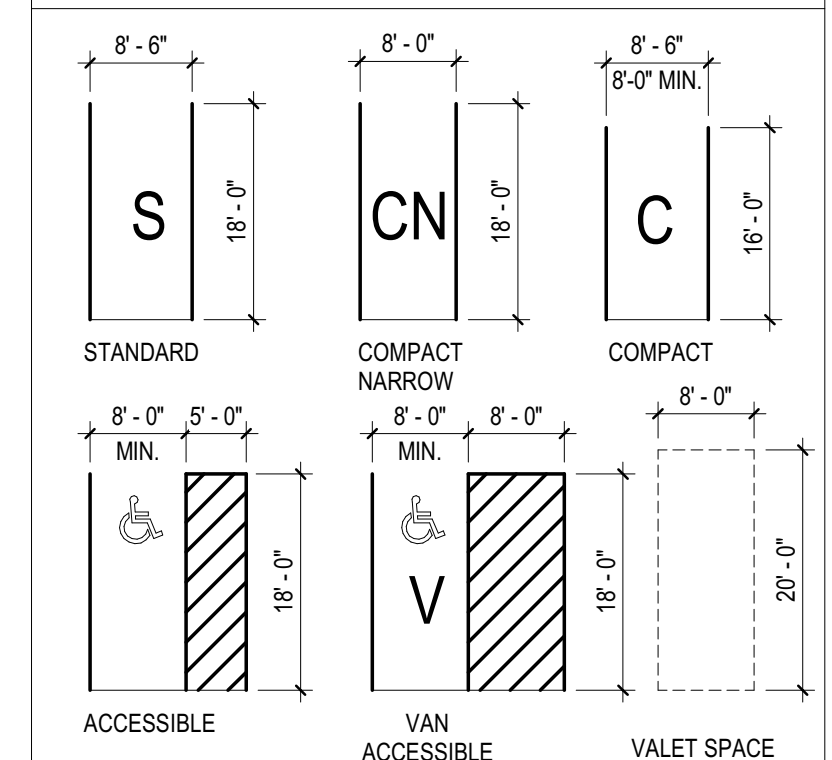


**KEY PLAN**

Parking Schedule		
Level	Type	Count
Level G3-B	Accessible	2
Level G3-B	Compact	14
Level G3-B	Standard	122
Level G3-B	Standard Narrow	11
Level G3-B: 149		
Level G2-B	Accessible	3
Level G2-B	Compact	14
Level G2-B	Standard	119
Level G2-B	Standard Narrow	11
Level G2-B: 147		
Level G1-B	Accessible	5
Level G1-B	Compact	17
Level G1-B	Standard	101
Level G1-B	Standard Narrow	19
Level G1-B: 132		
Grand total:		428

TOTAL VALET SPACES - 77  
**GRAND TOTAL - 505 SPACES**  
**PARKING SF THIS FLOOR - 52,860 SF**  
**GRAND TOTAL PARKING SQUARE FOOTAGE - 191,980 SF**

**PARKING SPACE LEGEND**



ISSUED FOR BAPQC PARKING FREEZE APPLICATION

1/17/2020 2:20:57 PM

Foundation Permit	12/13/2017
Design Development	8/18/2019
Schematic Design	1/21/2019
Issued/Revision	By: Appd. YYY.MMM.GDD
File Name: N/A	Author: 1/21/2019
	Designer: YYY.MMM.GDD
	Checker: YYY.MMM.GDD
	Chkd: YYY.MMM.GDD

Permit/Seal

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CONSTRUCTION**  
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Client/Project Logo

**THE ABBEY GROUP**

Client/Project  
THE ABBEY GROUP

EXCHANGE SOUTH END BUILDING B

540 Albany Street  
Boston, MA 02118

Title  
**BUILDING B - LEVEL G2**

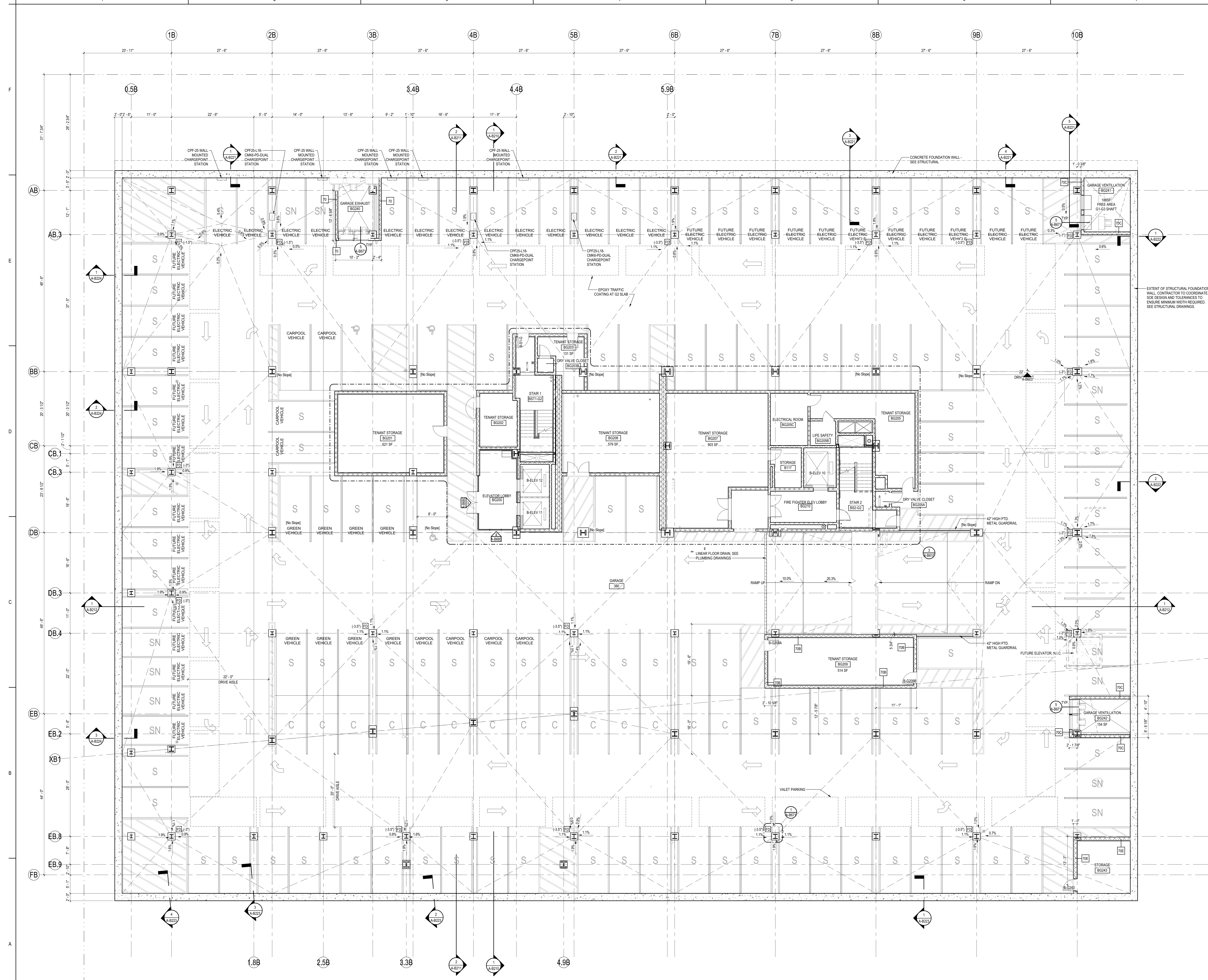
Project No.  
218420838

Scale  
As Indicated

Revision

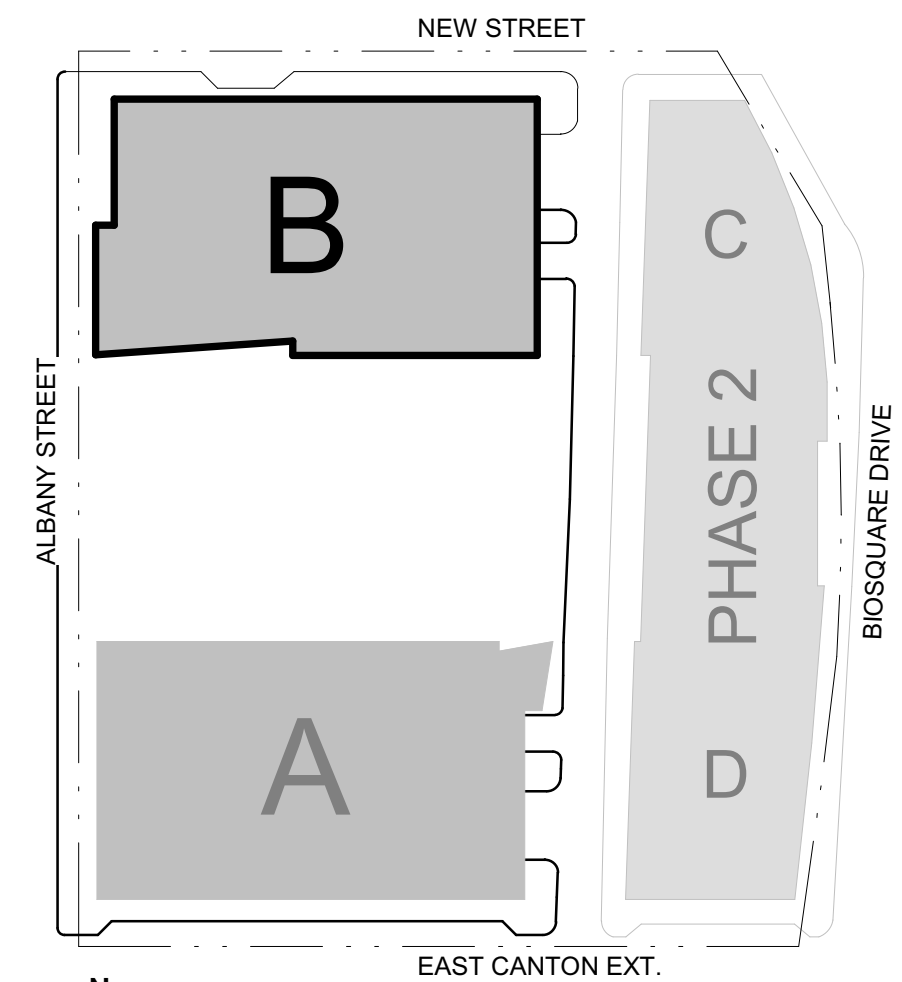
Drawing No.

**A-B100.G2**



**1 BUILDING B - LEVEL G2**  
 A-B100.G2 1/8" = 1'-0"

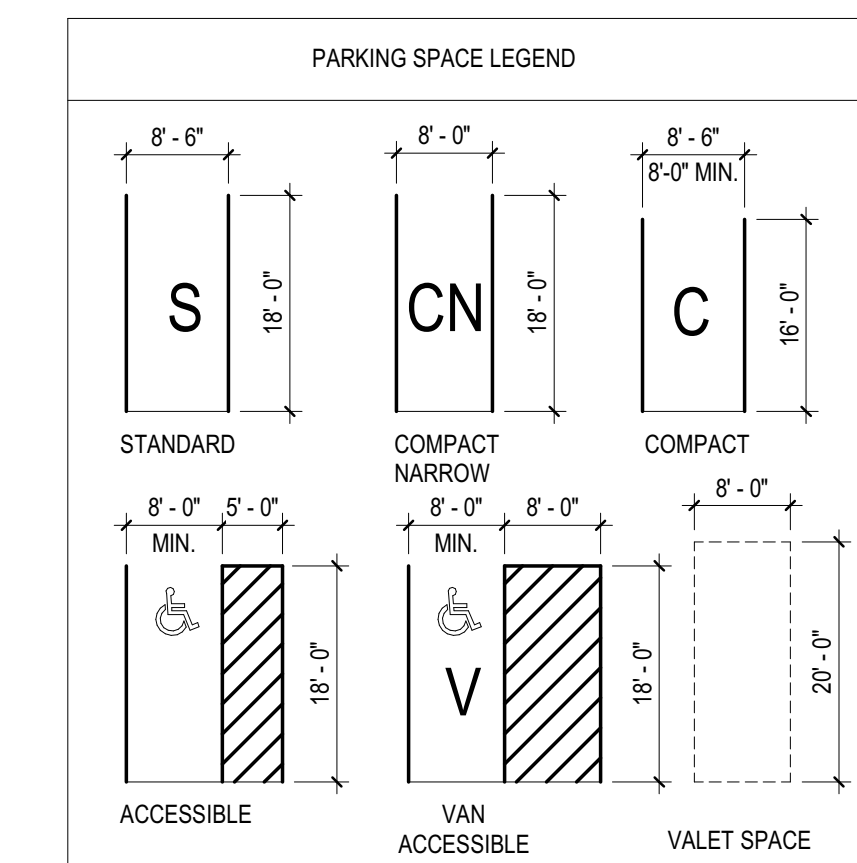
Notes



KEY PLAN

Level	Type	Count
Level G3-B	Accessible	2
Level G3-B	Compact	14
Level G3-B	Standard	122
Level G3-B	Standard Narrow	11
Level G3-B: 149		
Level G2-B	Accessible	3
Level G2-B	Compact	14
Level G2-B	Standard	119
Level G2-B	Standard Narrow	11
Level G1-B	Accessible	5
Level G1-B	Compact	17
Level G1-B	Standard	101
Level G1-B	Standard Narrow	19
Level G1-B: 132		
Grand Total		408

TOTAL VALET SPACES - 77  
GRAND TOTAL - 505 SPACES  
PARKING SF THIS FLOOR - 52,860 SF  
GRAND TOTAL PARKING SQUARE FOOTAGE - 191,980 SF



ISSUED FOR BAPQC PARKING FREEZE APPLICATION  
1/17/2020 2:21:01 PM

Foundation Permit	Design Development	Schematic Design	Issue/Revision	By	App'd	YYYYMMDD
						12/13/2017
						8/18/2019
						1/21/2019
						YYYYMMDD

File Name: N/A Author: [Name] Designer: [Name] Checker: [Name] 1/21/2019

Permit/Seal

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Client/Project Logo

**THE ABBEY GROUP**

Client/Project  
THE ABBEY GROUP

EXCHANGE SOUTH END BUILDING B

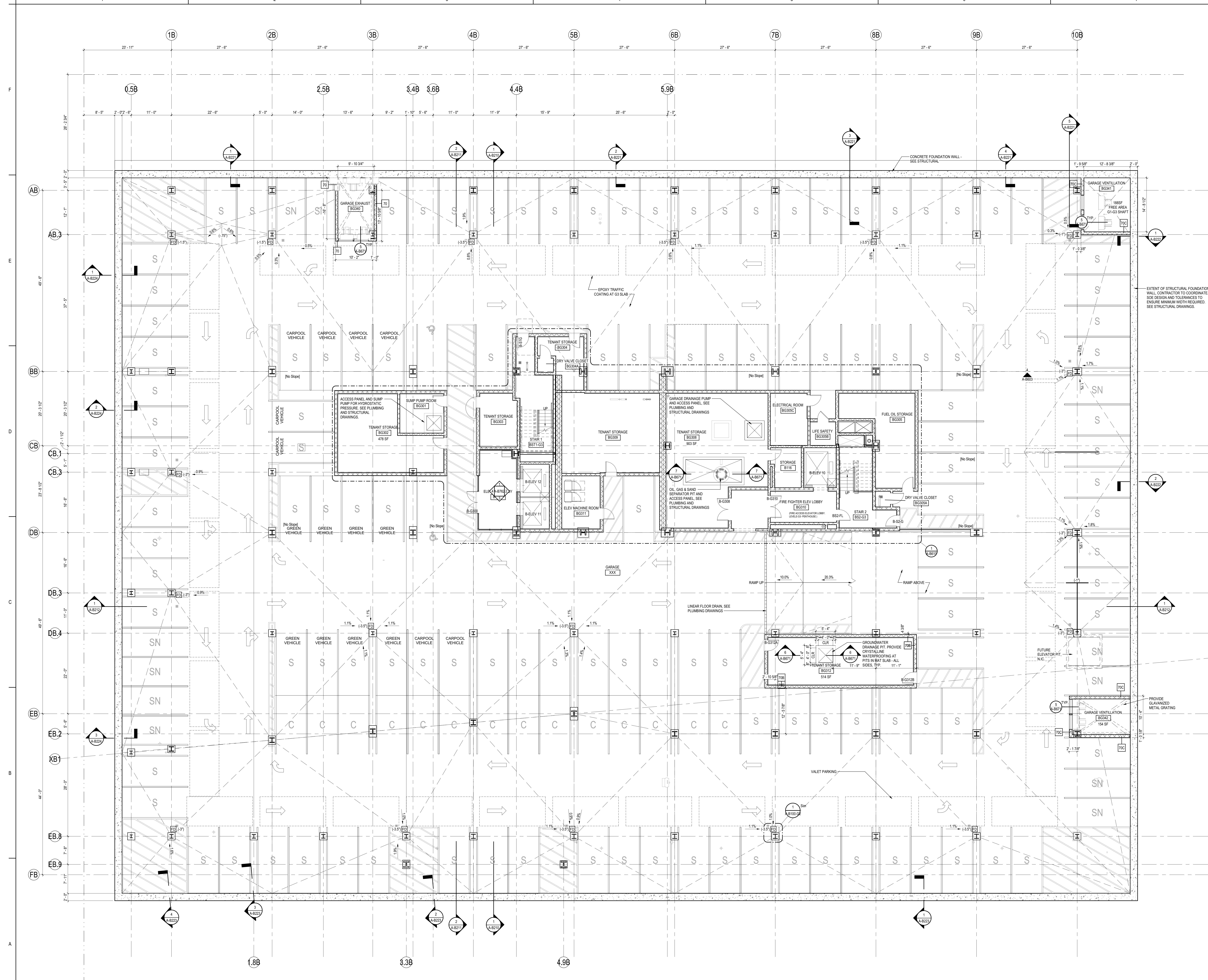
540 Albany Street  
Boston, MA 02118

Title  
BUILDING B - LEVEL G3

Project No.  
218420838  
Revision

Scale  
As Indicated  
Drawing No.

**A-B100.G3**



**1 BUILDING B - LEVEL G3**  
A-B100.G3 1/8" = 1'-0"