CONTRACT FOR PAYMENT IN LIEU OF TAXES ENTERED INTO BY AND AMONG THE CITY OF BOSTON, BOSTON REDEVELOPMENT AUTHORITY AND HC 320 SUMMER STREET LLC

This Contract for a Payment in Lieu of Taxes Agreement (this "PILOT Agreement" or this "Agreement") is executed as of June 30, 2026 with an effective date of July 1, 2026 (the "Effective Date"), by and among the **CITY OF BOSTON**, acting by and through its Assessing Department, (the "City"), the **BOSTON REDEVELOPMENT AUTHORITY**, a body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, (the "BRA"), and **HC 320 SUMMER STREET LLC**, a Delaware limited liability company, having an address of 352 Hammond Street, Newton, MA 02467 (the "Owner").

RECITALS

WHEREAS, on October 12, 2023 the BRA Board of Directors authorized a "Downtown Office to Residential Conversion Incentive Pilot Program" (the "Program"), on July 18, 2024 and December 11, 2025, the BRA Board of Directors authorized extensions of the Program as further defined in the Board Memorandums (collectively the "Office Conversion Program Memos"), attached as Exhibit B-1, Exhibit B-2, and Exhibit B-3 respectively.

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

WHEREAS, the Owner desires to convert the office building located on the 320 Summer Street Parcel (as hereinafter defined) into multi-family residential rental apartment housing (the "Residential Component") with first-floor retail space (the "Commercial Component") (collectively, the "Project") in accordance with the Program and each as defined in that certain BPDA Project Approval Memo (the "BPDA Project Approval Memo") attached hereto and incorporated herein as Exhibit C.

WHEREAS, the Owner is the owner of that certain parcel of land with the buildings and improvements thereon known and numbered as 320 Summer Street, Boston, Massachusetts, as more particularly described in a deed to the Owner dated February 6, 2026, and recorded with the Suffolk County Registry of Deeds at Book 72392, Page 90 (the "320 Summer Street Parcel" or the "Project Site").

WHEREAS, acting pursuant to and in accordance with Chapter 121B of the Massachusetts General Laws, and pursuant to an authorizing vote by the BRA on May 14, 2026, and to be recorded with the Suffolk Registry of Deeds as the same may be hereafter amended, the Owner will execute a Quitclaim Deed (the "Deed") conveying to the BRA a limited, temporary real property interest (the "Temporary Interest") in the 320 Summer Street Parcel, as described in Annex A to such Deed (the "Pilot Parcel"), attached and incorporated hereto as Exhibit D, subject to and specifically excluding certain matters as set forth therein.

WHEREAS, the BRA has accepted the Deed conveying the Temporary Interest in the Pilot Parcel, so as to stabilize the taxes due and owing for the Pilot Parcel, to enable the Owner to convert the current office space at the Project Site to housing (and maintain the first floor as commercial), the creation of that housing will remedy a blighted and decadent area, as defined by the BRA's Demonstration Project Plan Area approved by the Office Conversion Board Memo.

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

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

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

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

   a. Notwithstanding the provisions of M.G.L. c. 59, during the Term, as defined in this PILOT Agreement, in lieu of real estate taxes with respect to the Pilot Parcel which would otherwise be assessed and payable under M.G.L. c. 59, the Owner shall make PILOT Payments, as set forth in Section 3 below, pursuant to the provisions of M.G.L. c. 121B, § 16 and the terms and conditions of this Agreement.

   b. An installment of the PILOT Payment shall be made by Owner on each of November 1st and May 1st (the "Payment Dates") of each Fiscal Year (as hereinafter defined) during the Term. The first installment shall be an estimate based on fifty percent (50%) of the PILOT Payment in the previous Fiscal Year. The second installment shall be the full PILOT Payment for the said Fiscal Year minus any sum paid for the first installment.

   c. PILOT Payments shall be made directly to the City's Collector-Treasurer.

   d. Owner's failure to pay in full each PILOT Payment installment on or before the Payment Date shall result in Owner being liable for interest, fines, penalties and related costs, including legal costs and disbursements, in accordance with M.G.L. c. 60, as amended from time to time.

2. **Term**: This PILOT Agreement is effective on the Effective Date and will provide no more than Twenty-Nine (29) years of tax abatement consistent with the provisions of Section 1 of this Agreement. This PILOT Agreement shall terminate no later than June 30, 2055 (the "Expiration Date"); the period of time from the Effective Date to the Expiration Date shall be the "Term". Upon the expiration of the Term, the 320 Summer Street Parcel, which includes the Pilot Parcel,

will be fully assessed and taxable to the Owner in accordance with M.G.L. c. 59, the Temporary Interest as described in the Deed shall likewise terminate and title shall revert to the Owner or its successor in interest, and the Owner, or its successor in interest, may record with the Suffolk County Registry of Deeds an affidavit executed under the pains and penalties of perjury confirming the occurrence of the Termination Date and the termination of the rights grants in the Deed, consistent with those terms in the Deed as attached in Exhibit D.

3. **PILOT Payments**: The "PILOT Payment" shall be comprised of two components, the Residential Component and the Commercial Component. The Residential Component shall be an amount equal to: (i) that amount which equals the tax payment which would otherwise be due, using the residential tax rate, to the City for the property taxes which would have been assessed against the residential portion of the Pilot Parcel had this PILOT Agreement never been in force and effect and had the BRA never acquired the Temporary Interest in the Pilot Parcel; less (ii) the Applicable Reduction Amount (as herein defined). As used herein, the phrase "Applicable Reduction Amount" shall mean the percentage, for the relevant Fiscal Year, as shown in Exhibit A of this Agreement. The Owner shall pay the property taxes for the Commercial Component which would have otherwise been assessed, using the commercial tax rate, to the City had the BRA never acquired the Temporary Interest in the Pilot Parcel.

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

4. **Collection and Enforcement**: In addition to the City's rights under Sections 1, 7 and 8 of this PILOT Agreement, the City shall have the right to sue the Owner for breach of contract if the PILOT Payments and Gap Payment (defined below) and any interest and costs assessed are not paid as agreed following any applicable notice and cure period set forth in this Agreement. In consideration of the agreement by the Owner to such collection remedies, the City agrees that (i) the BRA shall have no liability whatsoever for any PILOT Payments hereunder, and (ii) there shall be no other recourse against, or any personal liability on the part of any of Owner's general or limited partner, member, manager, officer, director, employee or agent thereof with respect to any payments due or any obligations to be performed hereunder.

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

6. **Default by Owner**:

   a. Default on PILOT Payment: If the Owner defaults in its obligation to make a PILOT Payment as required by this PILOT Agreement, the City shall have the right to terminate this PILOT Agreement upon thirty (30) days' notice to Owner and the failure of Owner to have cured such default within such thirty (30) day period.

b. Default by Non-Compliance with Program Requirements: This Agreement is conditioned on the Project adhering to the following requirements of the Program. If the Owner defaults in its obligation to adhere to the requirements of the Program as required by this PILOT Agreement, the City shall have the right to terminate this PILOT Agreement upon thirty (30) days' notice to Owner and the failure of Owner to have cured such default within such thirty (30) day period. The Owner shall comply with the following provisions or such non-compliance shall result in default under this Agreement:

   i. Compliance with the City of Boston's Inclusionary Zoning (the "IZ") will be met with the Owner providing twenty nine (29) IZ units, comprised of various units, available only to households earning no more than 60% of the Area Median Income and/or Voucher Units, as further defined in Exhibit C.

   ii. Owner must comply with all requirements as determined through proper review with Boston's Inspectional Services Department ("ISD") and with all project Mitigation and Community benefits, as further defined in Exhibit C.

c. Project Transitions to Homeownership: This Agreement may not be transferred or assigned to a Homeowner's Association, individual property owners in a condo regime, or similar structure. Any such transfer or assignment shall constitute a default by the Owner and the City or the BRA may terminate this Agreement.

7. **Effect of Default**: In the event of default and in the event the City exercises the right to terminate this PILOT Agreement following any applicable notice and cure period, then, from and after such termination, the Pilot Parcel shall be assessed pursuant to M.G.L. c. 59, and the Owner hereof shall be liable for taxes that accrued or would have accrued from and after such default but for the existence of this PILOT Agreement, the Temporary Interest in the Pilot Parcel in accordance with the Deed shall likewise terminate and title shall revert to the Owner or its successor in interest, and the Owner, or its successor in interest, may record with the Suffolk County Registry of Deeds an affidavit executed under the pains and penalties of perjury confirming the occurrence of the Termination Date and the termination of the rights grants in the Deed, consistent with those terms in the Deed as attached in Exhibit D.

8. **Termination: Failure to Commence/Diligently Pursue Construction**: The Owner shall obtain a Certification of Compliance from the BRA certifying the Owner's completion of requirements pursuant to Article 80 of the Boston Zoning Code, obtain a building permit from the City of Boston's ISD, and commence construction on the 320 Summer Street Parcel no later than December 31, 2026. Upon commencement of construction and subject to delays due to Force Majeure Events, as defined in Section 15(c) this Agreement, the Owner shall diligently and continuously prosecute construction to completion and the Owner shall obtain a Certificate of Occupancy from ISD (the "Certificate of Occupancy") no later than eighteen (18) months from the date a building permit was issued from ISD for the Owner's 320 Summer Street Project on the Pilot Parcel. If, at any point prior to issuance of the Certificate of Occupancy, the Owner is found, in the reasonable discretion of the BRA or the City, to not be diligently pursuing

construction, then the BRA or the City may terminate this Agreement pursuant to the terms of this Section, subject to delays due to Force Majeure Events.

Notwithstanding any provision to the contrary in this Agreement, the Owner shall not be obligated under this Agreement to commence, continue or complete the Project, but should the Owner not obtain a building permit and commence construction, prior to December 31, 2026, subject to delays due to Force Majeure Events, the BRA or the City may terminate this Agreement.

Upon termination of this Agreement pursuant to this Section, the Owner shall owe to the City the total property taxes that would have been assessed under M.G.L. c. 59 against the Pilot Parcel, had this PILOT Agreement not been in full force and effect less the amount of any PILOT Payments made by the Owner during such period, the Pilot Parcel will be fully assessed and taxable to the Owner in accordance with M.G.L. c. 59, the Temporary Interest as described in the Deed shall terminate and title shall revert to the Owner or its successor in interest, and the Owner, or its successor in interest, may record with the Suffolk County Registry of Deeds an affidavit executed under the pains and penalties of perjury confirming the occurrence of the Termination Date and the termination of the rights grants in the Deed, consistent with those terms in the Deed as attached in Exhibit D.

9. **Gap Payment**: The Owner agrees that upon the termination of this PILOT Agreement, the Owner shall pay, or cause to be paid, a gap payment (the "Gap Payment") to cover the time period between the termination date and the date on which the Pilot Parcel becomes taxable pursuant to M.G.L. c. 59 (the "Gap Period"). The Gap Payment shall be equal to the M.G.L. c. 59 property taxes, which would otherwise be due to the City for the property taxes which would have been assessed against the Pilot Parcel during the Gap Period had this PILOT Agreement never been in force and effect. The Gap Payment shall be paid within six (6) months following the month in which this Pilot Agreement terminates. The provisions of this Section 9 shall survive the termination of this Pilot Agreement.

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

If to the City:

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

with a copy to

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

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

with a copy to

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

If to the Owner: HC 320 Summer Street LLC
352 Hammond Street
Newton, MA 02467
Attention: Fan Du and Willie Guo

with a copy to

McDermott Quilty Miller & Hanley LLP
28 State Street, Suite 802
Boston, MA 02109
617-946-4600
Attention: Joseph P. Hanley, Esq – Partner

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

11. Successors/Assigns:

a. Assignment: This PILOT Agreement may be assigned or transferred during the Term of this PILOT Agreement only with prior approval of the City and the BRA, not to be unreasonably withheld, and pursuant to the terms of a Bona Fide Sale/Transfer as defined below.

b. Approval. Prior to the consummation of any Bona Fide Sale/Transfer of the Project Site, during the Term, the Owner shall provide the City and the BRA information on the Owner's total development costs, transaction costs, and the terms of the Sale/Transfer of the Project and, if requested by the City or by the BRA, the Owner agrees to provide supporting documentation reasonably satisfactory to the City and to the BRA of such total development costs, transaction costs, and terms of the Sale/Transfer.

c. Sale/Transfer by Current Owner. Notwithstanding anything to the contrary in this Agreement, the City and the BRA agree to approve said Sale/Transfer by the current Owner upon said current Owner's having agreed to make said payment in accordance with the terms and conditions as set forth above, and upon the City's and the BRA's reasonable determination, which shall not be unduly conditioned or delayed, that the Owner has satisfied the following conditions: (i) if such Sale/Transfer occurs before the receipt of a Certificate of Occupancy for the Project, the Owner has demonstrated that the proposed Transferee has the economic resources, including equity or financing commitments or other resources to complete the Project; (ii) the Transferee assumes in writing all of the obligations hereunder; (iii) the Transferee has provided the BRA with a form of Disclosure of Beneficial Interests in form and substance similar to that on file from the Owner reasonably acceptable to the BRA; (iv) the Transferee meets the requisite Office of Foreign Asset Control disclosure requirement; and (v) the Transferee, including its principals, is not in default of any City of Boston real estate tax obligations or is not in default of any City of Boston Fair Housing practices.

d. Financing Transactions. In any and all events, the Owner, its Affiliates, successors and assigns, shall be permitted under this Agreement to obtain one or more loans, debts, contributions or other financings related to the Project and/or the Project Site, secured by one or more mortgages or other instruments creating a security interest in all or any portion of the Owner's interest in the Project Site, so long as such instrument creating an interest does not effectuate a change in Control, including the Owner's interest in the Pilot Parcel, subject to the Deed and the BRA's Temporary Interest in the Pilot Parcel (each, a "Financing Transaction"), provided that said Financing Transaction is by an unrelated third party not affiliated with the Owner who qualifies as an institutional lender. No Financing Transaction, nor any foreclosure, deed in lieu of foreclosure or any subsequent sale by a foreclosing lender (or its affiliate) thereof, shall be considered a Sale/Transfer under the terms of this Agreement.

e. Transfer to an Affiliate. Any transfer of the Project Site and an assignment of this Agreement to an Affiliate or Affiliated Entity of the Owner shall be effective upon the filing of written notice of such transfer with the BRA and with the City, such notice to include a disclosure of those having beneficial interests in the Affiliate or Affiliated Entity in form and substance reasonably satisfactory to the BRA.

f. Benefits and Burdens. The Owner's successor or assign shall be subject to the burdens and receive the benefits of M.G.L. c. 121B, § 16 and this PILOT Agreement. The successors or assigns shall derive the benefits only for the remainder of the Term of this PILOT Agreement.

g. Notice. The Owner, which term may include said successors and assigns as detailed above, shall have the burden of notifying the BRA and the City of the intended Sale/Transfer.

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

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

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

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

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

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

c. Affiliate or Affiliated Entity: shall mean: (1) any real estate investment fund, limited partnership, Limited Liability Company or other form of real estate investment vehicle Controlled by the Owner and/or (2) any entity which directly or indirectly Controls, is under the Control of, or is under common Control with, the Owner.

d. Control: shall mean: when used with respect to any entity, the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities or other beneficial interest, by contract, or otherwise (and the terms "Control," "Controls," "Controlling" and "Controlled" shall have the meanings correlative to the foregoing).

e. Bona Fide Sale/Transfer: shall mean: an arm's length Sale/Transfer by Owner and an unrelated or unaffiliated party whereby all or a portion of the Project Site is sold for consideration based on fair market value.

f. Gross Sale Proceeds: shall mean the amount determined by the product of (i) the gross consideration actually paid to the Owner for the Sale/Transfer of all or the applicable portion of or interest in the Project Site per usable square foot subject to an applicable Sale/Transfer, and (ii) the usable square footage of all or the applicable portion of the residential component(s) of the Project Site subject to such Sale/Transfer.

g. Force Majeure Event: shall mean:

    i. A delay which results from any of (a) the City's or the BRA's failure to perform their respective obligations under this Agreement, or the negligence or willful misconduct of the City or the BRA or of its employees, agents, or others for whom either the City or the BRA is legally responsible; (b) acts of God, fire or other casualty, war, terrorist acts, public disturbance and/or strikes or other labor disturbances not attributable to the failure of the Owner to perform its obligations under any applicable labor contract or law and directly and adversely affecting the Owner, unusual or extraordinary weather events, general unavailability of labor or materials affecting the construction industry in the greater Boston area; or (c) other causes beyond the Owner's reasonable control including epidemics, pandemics and pandemic-related or other public health emergency or governmental regulations relating to same, such as government-ordered shutdowns, distancing requirements, and supply-chain disruptions which prevent or materially adversely affect the ability to perform in a timely manner. The following shall, in no event, be deemed to be Force Majeure Events: inability to obtain financing; Owner's financial condition; inability to obtain Approvals; delays due to soil conditions which are known or foreseeable with the exercise of reasonable diligence; or delays of, or changes in, or cancellation of construction of roadways, transportation infrastructure and related improvements. Owner agrees to use commercially reasonable efforts to minimize the delay and other adverse effects of any Force Majeure Event.

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

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

17. Termination of Temporary Interest: At any time from and after the expiration of the Term or earlier termination of this Agreement (a "Termination"), the Owner may record with the Suffolk Registry of Deeds an affidavit executed under the pains and penalties of perjury confirming the Termination and the termination of the rights granted to the BRA under the Deed, without the necessity of any action by the BRA or the City. Upon the recording of such an affidavit, the interest of the BRA in the Project Site shall be confirmed as having automatically terminated, without the requirement for any payment of consideration to the BRA or the City by the Owner or any other party, and any and all interests conveyed to the BRA by the Order of Taking shall be confirmed as having reverted automatically to the Owner with no further action required. Such an affidavit shall be conclusive evidence of the facts stated therein in favor of any party holding an interest in the Project Site. As used herein, the term "Owner" shall mean the Owner and its successors and assigns as owner of the Project Site.

IN WITNESS WHEREOF, the CITY OF BOSTON has caused these presents to be signed in its name and behalf by Michelle Wu, Mayor, and Nicholas Ariniello, Commissioner of Assessing, the BOSTON REDEVELOPMENT AUTHORITY has caused these presents to be signed in its name and behalf by Kairos Shen, its Director, and OWNER has caused these presents to be signed in its name and behalf by Fan Du, LLC Manager, hereunto duly authorized.

CITY OF BOSTON

____
Michelle Wu, Mayor

CITY OF BOSTON ASSESSING DEPARTMENT

____
Hinlan Wong
Interim Commissioner of Assessing

Approved as to form:

____
Corporation Counsel
Michael Firestone TJB

BOSTON REDEVELOPMENT AUTHORITY

____
Kairos Shen
Director

Approved as to form:

Mallory Shea FOR
____
General Counsel
Lisa E. Herrington

OWNER:

HC 320 SUMMER STREET LLC

____
By: Xiaowei Guo
Its: LLC Manager

EXHIBIT A

Schedule of Payments; Applicable Reduction Amount

Schedule of Payments per Fiscal Year

Fiscal Year (The City of Boston's Fiscal Year Begins on July 1)	Reduction Percentage
2027 (yr. 1)	100%
2028 (yr. 2)	100%
2029 (yr. 3)	100%
2030 (yr. 4)	75%
2031 (yr. 5)	75%
2032 (yr. 6)	75%
2033 (yr. 7)	75%
2034 (yr. 8	75%
2035 (yr. 9)	75%
2036 (yr. 10)	75%
2037 (yr. 11)	75%
2038 (yr. 12)	75%
2039 (yr. 13)	75%
2040 (yr. 14)	75%
2041 (yr. 15)	75%
2042 (yr. 16)	75%
2043 (yr. 17)	75%
2044 (yr. 18)	75%
2045 (yr. 19)	75%
2046 (yr. 20)	75%
2047 (yr. 21)	75%
2048 (yr. 22)	75%

2049 (yr. 23)	75%
2050 (yr. 24)	75%
2051 (yr. 25)	75%
2052 (yr. 26)	75%
2053 (yr. 27)	75%
2054 (yr. 28)	50%
2055 (yr. 29)	25%
29 yr. Average	**75%**

EXHIBIT B

Office Conversion Program Memo

MEMORANDUM **October 12, 2023**

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

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

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

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

Background

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

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

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

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

The Residential Conversion Program

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

[1] Proposed residential conversions outside of the Plan Area will be considered on a case-by-case basis.

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

Demonstration Project Plan and PILOT Agreements

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

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

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

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

Appropriate votes follow:

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

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

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

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

1. All Demonstration Project applications submitted under the Residential Conversion Program must include: (1) a full description of the proposed office to residential conversion, including, without limitation, intended program use, detailed program information, financial narrative, and other relevant information; (2) a property description; (3) a zoning analysis; and (4) any other information relevant to the proposed Demonstration Project that meet the goals of the Boston Downtown to Residential Conversion Incentive Program;

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

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

RECOMMENDATION

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

Exhibit A

BOARD APPROVED 32
DOC 8080

Downtown Conversion Demonstration Plan Area

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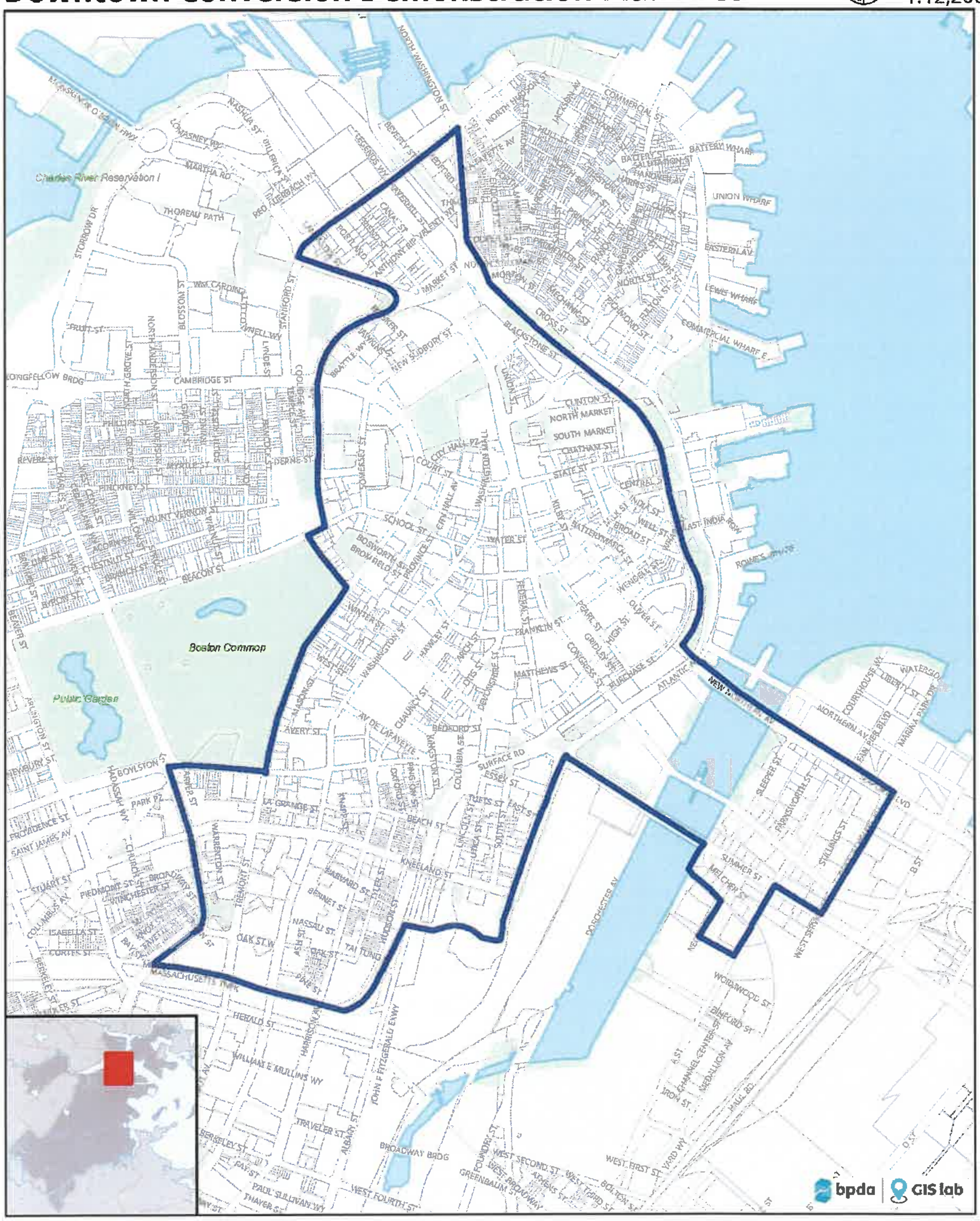


EXHIBIT C

BPDA Project Approval Memo

DOCUMENT NO. 8311

MEMORANDUM **MAY 14, 2026**

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

FROM: NUPOOR MONANI, SENIOR DEPUTY DIRECTOR OF DEVELOPMENT REVIEW
CASEY A HINES, SENIOR DEPUTY DIRECTOR OF DEVELOPMENT REVIEW
DYLAN NORRIS, PROJECT MANAGER

SUBJECT: 320 SUMMER STREET, SOUTH BOSTON WATERFRONT

SUMMARY:

This Memorandum requests that the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency ("BPDA") authorize the Director of the BPDA (the "Director") to: (1) authorize the Director to issue a Scoping Determination waiving further review pursuant to Section 80A-2 and Section 80B-5.3(d) of the City of Boston Zoning Code (the "Code") for the 320 Summer Street project as further described below, (the "Proposed Project"); (2) issue a Certification of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code, upon successful completion of the Article 80 Large Project Review process; (3) authorize the Director to take any and all actions and execute any and all documents deemed necessary and appropriate by the Director in connection with the foregoing, including, without limitation, executing and delivering a Cooperation Agreement, Transportation Access Plan Agreement, and any and all other documents and agreements as the Director deems appropriate and necessary in connection with the Proposed Project; (4) authorize the Director to accept a Quitclaim Deed for a certain temporary and limited property interest in the Proposed Project's Project Site; and (5) authorize the Director to enter into a contract for payment in lieu of taxes ("Pilot Agreement") among the City of Boston, the BRA, and the

HC 320 Summer Street LLC (the "Proponent") in connection with the Proposed Project.

PROJECT SITE

The site includes approximately 18,820 square feet of land located at 320 Summer Street in the City's Fort Point Channel neighborhood at the intersection of Summer Street and A Street, with secondary frontage along Sleeper Street to the north, with a change of grade down to the intersection of A Street and bordered by Boston Wharf Road (the "Project Site"). The Project Site includes an existing approximately 122,100 square foot (sf), brick-and-beam building comprised of two originally distinct warehouse structures that were combined over the building's life. The building most recently operated as office use and underwent a significant renovation and systems update in recent years.

DEVELOPMENT TEAM

Proponent:	HC 320 Summer Street LLC 352 Hammond Street Newton, MA 02467 Fan Du and Willie Guo
Legal Counsel:	McDermott Quilty Miller & Hanley LLP 28 State Street, Suite 802 Boston, MA 02109 617-946-4600 Joseph P. Hanley, Esq –Partner Nicholas J. Zozula, Esq – Partner
Architect and Sustainability Consultant:	Stantec 40 Water Street, Third Floor Boston, MA 02109 Aeron Hodges; Mark Soltysiak; Mark Whiteside
Permitting Consultant:	Epsilon Associates, Inc.

3 Mill & Main Place, Suite 250
Maynard, MA 01754
Talya Moked

Transportation Consultant and Civil Engineer: Howard Stein Hudson
11 Beacon Street, Suite 1010
Boston, MA 02108
Brian J. Beisel; Michael White
James Downing; Sarah Kasanovich

Mechanical Engineer: R.W. Sullivan Engineering
The Schrafft's City Center
529 Main St. Suite 203
Boston, MA 02129
Dorian Alba; Brendan White

DESCRIPTION AND PROGRAM

The Proponent proposes to renovate, convert, and expand interior space within the long-existing and combined brick and beam buildings at the Site, by changing its legal use from commercial office to residential multifamily housing, with ground floor retail and the construction of a partial mezzanine level to accommodate loft-style residential units (again, the "Proposed Project"). The Proposed Project will create up to 145 residential dwelling units in approximately 130,100 square feet of GFA, including ground floor retail of up to 7,500 square feet on A Street, approximately 2,398 square feet of amenity space on its main level along Summer Street, and ample on-site bicycle storage, and an existing roof deck of approximately 425 square feet will be improved with accessibility accommodations for residential usage.

The unit mix will be comprised of forty-six (46) studio apartments, seventy-six (76) one-bedroom apartments, and twenty-three (23) two-bedroom apartments.

The Proposed Project will preserve the existing building envelope, structural system, and primary façade openings. The Proposed Project's scope is limited to interior work within the combined buildings at the Site, with no expansion to its existing footprint or façade. The Proposed Project represents a continuation of the Fort Point neighborhood's ongoing evolution from industrial and commercial use toward a vibrant, mixed-use residential district, while honoring the architectural legacy that defines its identity.

PLANNING CONTEXT

Launched in October 2023, the Downtown Residential Conversion Incentive Pilot Program "Downtown Conversion Program" aims to support owners and developers of older commercial office building space in converting to residential units. The Pilot Program was informed by the City of Boston's October 2022 Downtown Revitalization Report, which analyzed and made recommendations for downtown economic revitalization. In order to encourage new use of underutilized office space, the Downtown Conversion Program offers a tax abatement and a streamlined approval process to applicants who meet affordability and sustainability requirements.

ZONING

The Project Site is located within and regulated by the M-4 Restricted Manufacturing Subdistrict of the South Boston Zoning District, and the Coastal Flood Resiliency Overlay and Groundwater Conservation Overlay Districts (the "CFROD" and "GCOD"), which allow its proposed Multifamily Residential ("MFR") Use by Conditional Use Permit and requires review and approval for both CFROD and GCOD compliance. The Proposed Project will require additional relief from the Code due to the combined building's long-existing non-conformities as associated with the change to an MFR use, and for the partial mezzanine level to create loft-style units. As the Proposed Project exceeds 50,000 square-feet of new construction, it is subject to the BPDA's Large Project Review requirements, pursuant to Article 80B of the Code, and its parking and loading programming will be reviewed pursuant to Article 80.

As a result of the above, the Proponent anticipates that the Proposed Project will require relief from the Code for the following, due to the fact that it proposes a

Dwelling in an M Subdistrict, which shall conform to the lot area, lot width, usable open space, and yard requirements of the nearest R or H district (*see Section 13-4 of the Code*):

1. Article 8, Section 3: Multifamily Residential Use Conditional
2. Article 15, Section 1: Floor Area Ratio Excessive
3. Article 17, Section 1: Usable Open Space Insufficient
4. Article 32, Section 4: GCOD Substantial Rehabilitation

ARTICLE 80 REVIEW PROCESS

On April 3, 2026, the Proponent filed a Letter of Intent ("LOI") with the BPDA pursuant to Article 80B of the Code. Based on the LOI submitted on April 3rd 2026, Planning Department Staff recommended that the Director issue a Letter of Waiver. The Proposed Project does not include major external construction as it is the adaptive reuse of the current underutilized commercial space, is an applicant to the Pilot Program, complies with the requirements of the Executive Order, and thus, the Impact Advisory Group (the "IAG") requirement should be waived. If, at any point during Article 80 Large Project Review, Staff determines the Proposed Project does not comply with the Letter of Waiver issued to the Proponent or the Executive Order, an IAG will be established immediately.

A Project Notification Form ("PNF") was filed with the BPDA on April 7, 2026, the submission of which initiated the Large Project Review process for the Proposed Project and a public comment period, which concluded on May 7, 2026

The BPDA hosted a Public Meeting on April 29, 2026. The public meeting was posted to the BPDA's calendar, and email notification was sent to all subscribers of the BPDA's South Boston Waterfront neighborhood updates.

MITIGATION AND COMMUNITY BENEFITS

The Proposed Project will include the following mitigation measures and community benefits to the South Boston Fort Point neighborhood and the City of Boston (the "City"):

- Revitalizing the Fort Point neighborhood by converting underutilized office space to on-site housing, bringing foot traffic back to the neighborhood, generating a new customer base for restaurants and shops, and creating a more vibrant urban core, as well as including new local retail space.
- Creating twenty-nine (29) on-site income-restricted units, including twenty-five (25) IZ Units at 60% of AMI, and four (4) IZ Units reserved for households with housing vouchers.
- Meeting, where applicable, C.O.B Green Energy "Stretch Goals"; as required by the BPDA office-to-residential conversion program.
- Reusing a vast majority of existing building components in order to minimize demolition waste and promote construction sustainability. This adaptive re-use of an existing office building to residential use, retaining the existing structure and façade and thereby reducing the embodied impacts associated with full demolition and new construction.
- Incorporating a design approach aligned with LEED Gold certification goals and long-term reductions in environmental impact
- Conserving, reusing, and retrofitting this historic building can help address the urgent need to reduce CO2 emissions from the building sector. Reusing this existing building rather than replacing it avoids the carbon emissions that occur during new construction.
- Introducing new neighborhood residents who will provide support to the local community and utilize local businesses.
- Introducing a development with a scope and scale that is intended to further the residential policy goals of Boston's 2030 Housing Plan.
- Temporarily creating approximately 180 new jobs in the construction and building trades industries;
- Creation of several new jobs in the management of the building.
- In a good faith effort to respond to the important need for expanded Artist Live-Work accommodations in Fort Point, the Proponent and the BPDA will engage with the Mayor's Office of Arts and Culture ("MOAC") and Office of Neighborhood Services to study opportunities for the future marketing of the Proposed Project's income-restricted units for Artist Live-Work space and overall programming with local organizations, proximate artistic resources, social services and amenities within walking/carrying distance, as provided for in the MOAC Guidelines and in accordance with Boston's Fair Housing policies.

- Proponent will continue to evaluate off-street parking demand and transit-oriented strategies for the Proposed Project. If necessary and effective to mitigate potential impacts, it will consider the building residents not being eligible for the Boston Transportation Department's Resident Permit Parking program.

The project is subject to continuing design review by the Planning Dept's Urban Design staff.

ARTICLE 37 AND SMART UTILITIES

For Article 37, the Proposed Project at 320 Summer Street is an adaptive re-use of an existing office building to residential use, retaining the existing structure and façade and thereby reducing the embodied impacts associated with full demolition and new construction. Consistent with the goals of Article 37, the project advances building sustainability through targeted performance improvements within the constraints of the existing building fabric, including reuse of major building components, continued use and upgrade of existing mechanical infrastructure where feasible, and a design approach aligned with LEED Gold certification goals and long-term reductions in environmental impact.

For Smart Utilities, the Proposed Project is designed to work within the constraints of existing shafts, the landmark envelope, and the retained building systems while maintaining existing electrical service and utilizing the building's existing mechanical system and boiler infrastructure. Although the project is not all-electric, the utility and building systems strategy emphasizes efficient reuse of existing infrastructure, coordinated utility planning, and operational reliability appropriate to an urban adaptive re-use project, while preserving flexibility for future system modernization as building and utility conditions evolve.

AFFIRMATIVELY FURTHERING FAIR HOUSING

This project completed the AFFH Zoning review process and received BIFDC approval. The project's initial AFFH Zoning Self-Assessment is available as part of the Project Notification Form. The BIFDC's comment letter, detailing the requests and recommendations made, is available on the project's Planning Department website under public comments, dated 5/7/2026. The final agreed upon AFFH Zoning interventions are below:

Article 80 Interventions
- Provide all IDP units on-site
- Provide a higher number of accessible units than required

Marketing and Housing Access Interventions
- Agree to follow progressive practices related to the use of CORI, eviction, and credit records in the tenant screening and selection process, and in marketing of units,
- Allow last month's rent to be paid in the last month, rather than requiring payment upfront (applies to all IZ units)

INCLUSIONARY ZONING

The Proposed Project is subject to Zoning Code Article 79 – Inclusionary Zoning, dated October 1, 2024 (the "IZ") and is located within Zone A, as defined by the IZ. The IZ requires that 20% of the total number of units or residential rentable square footage within Article 80B Large Project Developments are designated as income-restricted units. Of the 20% of the total units or square footage, 17% must be made available to the households earn no more than 60% of the Area Median Income ("AMI"), and 3% of units must be reserved for households who qualify with mobile housing vouchers (the "Voucher Units"). In this case, twenty-five (25) units, or approximately 17.15% of residential leasable square footage within the project, will be made affordable to households with incomes of not more than 60% of AMI, as based upon data from HUD the United States Department of Housing and Urban Development ("HUD") and published by MOH as annual income and rent limits, and four (4) Voucher Units, or approximately 3.05% of residential leasable square footage within the project, will be made available to households with mobile housing vouchers and rented at no higher than the Small Area Fair Market Rent ("SAFMR") for zip code 02210.

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

Unit Number	Number of Bedrooms	Unit size (Sq Ft)	Compact	Percent of AMI	Rent	Group-2
5	One-Bedroom + Den	1,175.79		60%	$1,484	Group-2A
9	One-Bedroom	581.70	Y	60%	$1,335	
11	Studio	459.77		60%	$1,266	
18	One-Bedroom Loft	677.52		60%	$1,484	
102	Studio Barn	490.64		60%	$1,266	
104	One-Bedroom	557.66	Y	60%	$1,335	
110	Studio	416.40	Y	60%	$1,138	
116	One-Bedroom	496.67	Y	60%	$1,335	
120	One-Bedroom	524.92	Y	60%	$1,335	Group-2A
200	Studio	488.66		60%	$1,266	
205	Two-Bedroom	851.04		60%	$1,680	
207	Two-Bedroom	813.40	Y	60%	$1,512	Sensory
219	One-Bedroom	507.43	Y	60%	$1,335	
221	One-Bedroom + Den	603.41	Y	Voucher	$3,600	
304	One-Bedroom	557.19	Y	60%	$1,335	
314	Studio	509.82		60%	$1,266	Group-2A
316	Studio	357.37	Y	60%	$1,138	
318	One-Bedroom	496.48	Y	60%	$1,335	
322	One-Bedroom	524.92	Y	60%	$1,335	
401	One-Bedroom + Den	541.66	Y	60%	$1,335	
405	Two-Bedroom	851.43		Voucher	$4,260	
415	Two-Bedroom	710.29	Y	60%	$1,512	Group-2A
419	One-Bedroom	507.43	Y	60%	$1,335	Sensory
421	One-Bedroom + Den	603.41	Y	Voucher	$3,600	
503	Studio Barn	491.42		Voucher	$3,400	
513	One-Bedroom	621.91	Y	60%	$1,335	Group-2A
516	Studio	357.85	Y	60%	$1,138	
614	Two-Bedroom	711.55	Y	60%	$1,512	

616	Studio	383.89	Y	60%	$1,138	Sensory

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

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

(1) Boston resident;
(1) Household size (a minimum of one (1) person per bedroom); and
(2) Households who are directly displaced or severely rent-burdened (to be marketed for seven (7) income-restricted units).

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

An affordability covenant will be placed on the IZ Units and Voucher Units to maintain affordability for a total period of fifty (50) years (this includes thirty (30) years with an MOH option to extend for an additional period of twenty (20) years). The household income of the renter and rent of any subsequent rental of the IZ Units and Voucher Units during this fifty (50) year period must fall within the applicable income and rent limits for each IZ Unit or Voucher Unit. IZ Units and Voucher Units may not be rented out by the developer prior to rental to an income eligible household, and MOH or its assigns or successors will monitor the ongoing affordability of the IZ Units and Voucher Units.

TERMS OF PILOT AGREEMENT

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

DEED CONVEYANCE

In order to comply with the rules and regulations under Massachusetts General Law Chapter 121B, Section 16, the BPDA must take an interest in the Project Site. To effectuate that, the BPDA and the Owner of 320 Summer Street will enter into a Deed agreement which conveys limited rights in the 320 Summer Street property. Additionally, the Owner and the BPDA will enter into an indemnification agreement to ensure the BPDA does not have liability on the property. The BPDA, in their prior board approvals related to the Downtown Conversion Program established a Demonstration Project Plan Area; the Project Site located in the City's Fort Point Channel neighborhood is included in that Demonstration Project Plan Area. The prior board approvals explain the need to help facilitate the renovation of underutilized office space into much-needed residential housing units.

RECOMMENDATIONS

Staff recommends that Board authorize the Director to: (1) authorize the Director to issue a Scoping Determination waiving further review pursuant to Section 80A-2 and Section 80B-5.3(d) of the City of Boston Zoning Code (the "Code") for the 320 Summer Street project; (2) issue a Certification of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code, upon successful completion of the

Article 80 Large Project Review process; (3) authorize the Director to take any and all actions and execute any and all documents deemed necessary and appropriate by the Director in connection with the foregoing, including, without limitation, executing and delivering a Cooperation Agreement, Transportation Access Plan Agreement ("TAPA"), and any and all other documents and agreements as the Director deems appropriate and necessary in connection with the Proposed Project; (4) authorize the Director to accept a Quitclaim Deed for a certain temporary and limited property interest in the Proposed Project's Project Site; and (5) authorize the Director to enter into a contract for payment in lieu of taxes ("Pilot Agreement") among the City of Boston, the BRA, and the Proponent in connection with the Proposed Project:

Appropriate votes follow:

VOTED: That the Director be, and hereby is, authorized to issue a Scoping Determination waiving further review pursuant to Section 80A-2 and Section 80B-5.3(d) of the Code for the 320 Summer Street project as further described below, the "Proposed Project"); and

FURTHER VOTED: That the Director be, and hereby is, authorized to issue a Certification of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code, upon successful completion of the Article 80 Large Project Review process; and

FURTHER VOTED: That the Director be, and hereby is, authorized to take any and all actions and execute any and all documents deemed necessary and appropriate by the Director in connection with the foregoing, including, without limitation, executing and delivering a Cooperation Agreement, Transportation Access Plan Agreement ("TAPA"), and any and all other documents and agreements as the Director deems appropriate and necessary in connection with the Proposed Project; and

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

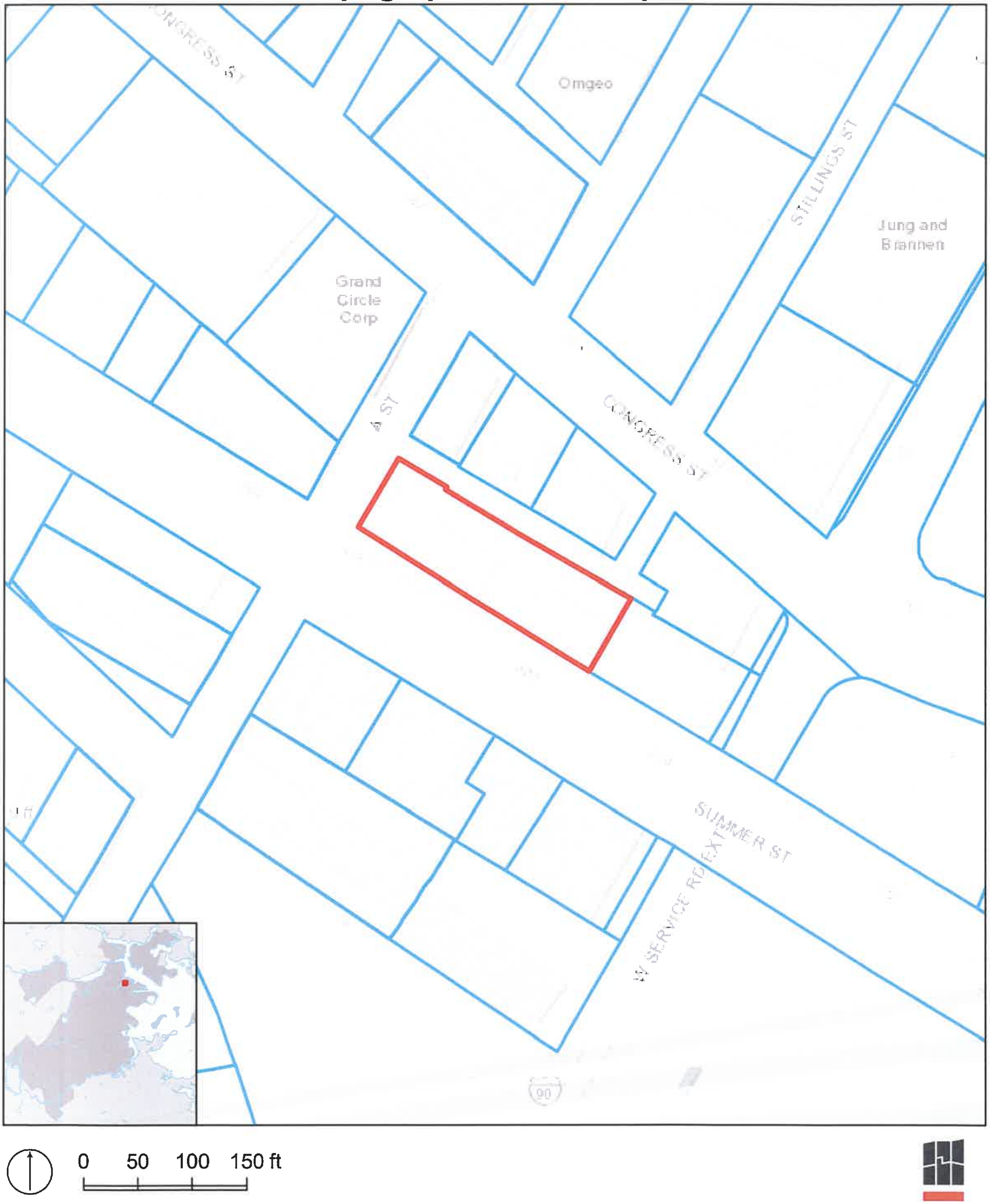
FURTHER VOTED: That the Director be, and hereby is, authorized to enter into a contract for payment in lieu of taxes ("Pilot Agreement") among the City of Boston, the BRA, and the Proponent in connection with the Proposed Project.

APPENDIX A

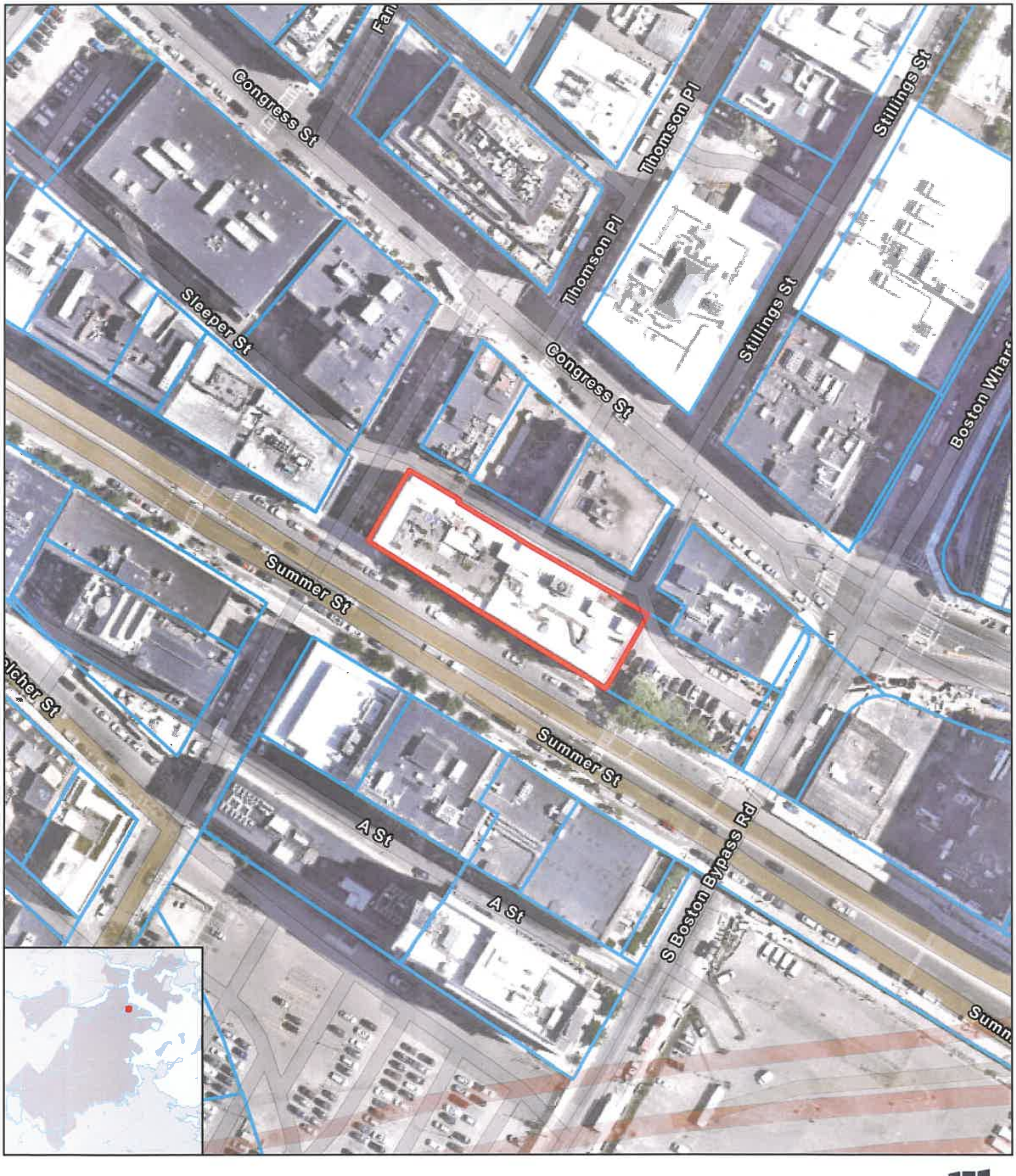
Exhibit A "PROJECT METRIC TABLE"

Estimated Project Metrics	**Proposed Plan**
Gross Square Footage	130,100
Gross Floor Area	130,100
Residential	122,600
Office	0
Retail	7,500
Lab	0
Medical Clinical	0
Education	0
Hotel	0
Industrial	0
Recreational	0
Cultural	0
Parking	0
Development Cost Estimate	$73,300,000
Residential Units	145
Rental Units	145
Ownership Units	0
IDP/Affordable Units	29
Maximum Parking spaces	0
Long-term Bicycle Parking	145
Short-term Bicycle Parking	0
Location of Bike Room	*First floor "A Street"*
Loading Bays	0

320 Summer Street Topographic Board Map



320 Summer Street Aerial Board Map



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Boston City Council
ED FLYNN
Councilor - District 2

Boston Planning & Development Agency Board
One City Hall Square, Room 900
Boston, MA 02201

May 14, 2026

Dear Members of the BPDA Board,

I'm writing with regard to the proposed development at 320 Summer Street in the South Boston Waterfront, an office to residential project which seeks to create up to 145 residential dwelling units, on-site affordable housing units, ground floor retail on A Street, as well 2,398 square feet of amenity space on its main level along Summer Street. While I am in support of the project, outstanding concerns remain in the community as it relates to housing preferences for both artists and veterans. Moreover, while the Boston Planning Department has included language to encourage restriction of new resident participation in the City of Boston's Residential Parking Permit (RPP) program, enforcement will need to be undertaken by the Boston Transportation Department (BTD) and included on a list maintained by the Office of the Parking Clerk.

Per my conversations with Planning Department staff, we will work together in the coming weeks on legislation and a Home Rule Petition that would now include the City of Boston with other municipalities across the Commonwealth of Massachusetts to provide affordable housing preferences to veterans and military families.

In addition, please note my office and I respectfully requested the proponent and the Planning Department worked together to ensure that this rental development would restrict resident parking permits from the City's RPP program. With the City of Boston's focus on reducing congestion, encouraging public transportation, and South Boston currently lacking resident parking restrictions on Friday, Saturday, and Sunday nights - it is critical that this project also be considered restricted by BTD and the Parking Clerk. This is especially important now with the nearby Congress Street/A Street/Sleeper Street project that will ultimately result in a net loss of 30 street parking spaces.

I respectfully request that the Board please provide every consideration, and that the Planning Department and the City continue to work closely with my office and I on these issues. If you have any questions, please contact me at ed.flynn@boston.gov.

Sincerely,

Ed Flynn

Ed Flynn
Boston City Councilor, District 2

B

Dylan Norris <dylan.norris@boston.gov>

Article 80 Filing: Project Notification Form 320 Summer Street South Boston Waterfront

Elena Itämeri <elena.itameri@boston.gov>
To: Dylan Norris <dylan.norris@boston.gov>
Cc: "CC@BOSTON.GOV" <cc@boston.gov>

Thu, Apr 9, 2026 at 3:36 PM

Hi Dylan,

Thank you for this email. Unfortunately Conservation Commission Staff are unable to attend the scoping session, but I do want to flag that this project is within the Conservation Commission's jurisdiction and will need to file a Notice of Intent. Details of how to file with the Commission can be found in our filing guide. The project site is within Land Subject to Coastal Storm Flowage (LSCSF) and will need to comply with the performance standards I have listed below.

Please let me know if you have any questions.

Best,
Elena

LSCSF Performance Standards

1. When the Commission determines that LSCSF overlays or overlaps with other resource areas protected under the Ordinance, the applicable performance standards for each resource area shall be independently as well as collectively applied, and the project shall be conditioned to protect the Resource Area Values of all resource areas affected by the project and the ability of such other resource areas to protect the Resource Area Values described in Section XVII(A).

2. If LSCSF affected by proposed activity or work is significant to the Resource Area Values described in Section XVII(A), such activity shall not have an adverse impact on the subject site, adjacent properties, properties located in the adjacent Coastal Flood Resilience Zone, or any public or private way by increasing the elevation or velocity of flood or storm waters or by increasing flows due to a change in drainage or flowage characteristics.

3. If LSCSF is significant to flood control or storm damage prevention, the proposed activity or work shall not result in flood damage due to filling, which causes lateral displacement of flood waters that, in the judgment of the Commission, would otherwise be confined within said area. The Commission, in its sole discretion, may permit such activity so long as the activity will not have an adverse impact on said area's ability to provide storm damage prevention and flood control; provided, further, that the activity or work incorporate best management practices to reduce or eliminate damage resulting from SLR and coastal storms.

4. If LSCSF receives and holds coastal flood waters, the proposed activity or work shall not impact the ability of the area to receive, hold, and laterally spread flood waters if it causes unnatural redirection, refraction, diffraction, or reflection of coastal flood waters and waves.

5. If LSCSF receives coastal flood waters that naturally flow across the landform surface without redirecting or channeling the flow, the proposed activity or work shall not cause flood water to become redirected or channeled or increase in velocity, so as to cause erosion, scour, and increased storm damage to the project's locus and adjacent areas.

6. If LSCSF is significant to wildlife and their habitat, proposed activity or work shall not impair the capacity of those portions of LSCSF to provide important wildlife habitat functions.

7. If LSCSF is significant to the prevention of pollution, proposed activity or work shall not have an adverse impact on the characteristic of the LSCSF to remove suspended solids and other contaminants from runoff before entering into other wetland resource areas or a body of water.

8. Proposed work or activity in LSCSF which results in alteration to vegetative cover, interruptions in the beneficial supply of sediment to other wetland resource areas, or changes to the form or volume of a dune or beach, and such result will have an adverse impact on said dune or beach's ability to provide storm damage prevention and flood control, is prohibited.

9. Notwithstanding Sections XVII(E)(1) through (8), the Commission may, in its sole discretion, permit the following activities provided that the applicant demonstrates to the satisfaction of the Commission that best available measures, as defined by the Ordinance, are utilized to minimize or eliminate adverse impacts on the critical characteristics of and Resource Area Values protected by LSCSF described in Section XVII(A) herein, and provided further that all other performance standards for overlapping or overlaying wetland resource areas are met:
i. Limited projects as specified in the Act at 310 Code Mass. Regs. 10.24(7);
ii. Beach and bank nourishment and restoration projects, including fencing, native plantings, and other projects designed to increase resource area stabilization and decrease erosion;
iii. Pedestrian walkways for public shoreline access and nonmotorized use;
iv. Improvements necessary to maintain or improve the structural integrity or stability of an existing coastal engineering structure, as that term is defined by the Ordinance;
v. Projects which will protect, restore, rehabilitate, or create a wetland resource area;
vi. Projects that are approved, in writing, or conducted by the Commonwealth of Massachusetts Division of Marine Fisheries that are specifically intended to increase the productivity of land containing shellfish, including aquaculture, or to maintain or enhance marine fisheries;
vii. Projects that are approved, in writing, or conducted by the Commonwealth of Massachusetts Division of Fisheries and Wildlife that are specifically intended to enhance or increase wildlife habitat;
viii. Projects that are designed and intended to reduce the risk of coastal flooding, inland flooding, extreme weather events, SLR, and other adverse impacts of climate change, including, but not limited to, strategies and plans described in Climate Ready Boston or any successor initiative of the City,
ix. Flood mitigation projects designed and intended to have no significant adverse effect on the ability of LSCSF to protect from storm damage and flood control, and
x. Projects involving the installation of scientific testing and monitoring equipment provided that it is temporary in nature and will not alter LSCSF.

10. In the interest of storm damage prevention, flood control, and prevention of pollution, should the Commission permit activity or work in LSCSF that is part of new construction or constitutes substantial improvement to an existing structure, the Commission may condition the permitted activity or work so that any critical building systems, infrastructure, or equipment is located two (2) feet above the anticipated BFE expected to occur within the next 50 years based on the best available data and projections of SLR.
i. In the event that the proposed work or activity is temporary, then any critical building systems, infrastructure, or equipment shall be located two (2) feet above the anticipated BFE at the conclusion of the project's determined duration of the temporary work.
ii. At a minimum, the anticipated BFE shall be based on the best available and most recent data and projections for SLR made available by the City or any of its agencies, boards, commissions, or quasi-City agencies, including, but not limited to, data and information made available through the Climate Ready Boston initiative or any successor initiative.
iii. In the event that elevating or relocating critical building systems, infrastructure, or equipment is not practicable, as determined by the Commission, the Commission may require the Applicant to employ other floodproofing strategies such as floodwalls or shields, and the Applicant shall, at a minimum, secure such equipment with anchors or tie-downs to prevent flotation.

11. When any proposed work or activity in LSCSF is located within an ACEC, the proposed work or activity shall have no adverse impact upon the Resource Area Values described in Section XVII(A) and shall fully mitigate any impacts resulting from the proposed work or activity.

12. Section XVII(E)(11) shall supersede the provisions of Section XVII(E)(9)(i) through (viii), but it shall not apply if the presumption set forth in Section XVII(D) is overcome.

13. Notwithstanding the provisions of Section XVII(E)(2) through (X), no project may be permitted which will have any adverse impact on specified habitat sites of rare vertebrate or invertebrate species indicated on the most recent Estimated Habitat Map of State-listed Rare Wetlands Wildlife (if any) published by the Massachusetts NHESP.

Redevelopment Within Previously Developed LSCSF

1. For purposes of this section, Redevelopment shall mean work or activity within previously developed or degraded areas prior to December 19, 2019. A previously developed or degraded area contains impervious surfaces from existing structures or pavement, absence of topsoil, junkyards, or abandoned dumping grounds. Redevelopment of these areas of LSCSF should not adversely impact LSCSF. Areas that were once previously developed or degraded that have since been
remediated and/or over time become natural or relatively undisturbed, including through the presence of topsoil and other vegetation, are no longer considered redevelopment.

2. Notwithstanding the provisions of Section XVII(E), the Commission may permit work or activity that constitutes a Redevelopment, provided that the work or activity shall conform to the following criteria:
i. At a minimum, proposed work or activity shall result in an improvement over existing conditions of the capacity of LSCSF to protect at least one of the Resource Area Values described in Section XVII(A) and adaptations to or mitigation

against the impacts of SLR on the project and the area of the proposed work or activity;
ii. Stormwater management is provided according to the performance standards established in 310 Code Mass. Regs. 10.05(6)(k), as applicable to the proposed work or activity, including such performance standards as are applicable to proposed Redevelopment.
iii. The proposed work or activity shall not inhibit any planned flood resilience, adaptation, or mitigation solutions and shall not inhibit the ability to enact such solutions in a timely and practical manner as referenced by Climate Ready Boston or any successor initiative of the City.

3. Notwithstanding the provisions of Section XVII(E)(12), the provisions of Section XVII(E)(9),(10), (11), and (13) shall apply to proposed Redevelopment.
[Quoted text hidden]

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Elena Itämeri
Executive Director, Boston Conservation Commission
City of Boston Environment Department
617.635.1988 (w) | Pronouns: she, her, hers
Notice: This email is subject to MGL: Chpt.66, Sec.10 Public Records Law.

To:	Fan Du, Manager, HC 320 Summer Street LLC
Cc:	Joseph Hanley, Partner & Director, McDermott, Quilty Miller & Hanley LLP Elliot Mortell, Community General Manager, Gables Residential Dylan Norris, Project Manager, City of Boston Planning Department
From:	Janna Ramadan, AFFH Zoning Assistant on behalf of the Boston Interagency Fair Housing Development Committee
Date:	April 13, 2026
Re:	320 Summer St. Affirmatively Furthering Fair Housing Comments from the Boston Interagency Fair Housing Development Committee

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Thank you for submitting your Affirmatively Furthering Fair Housing (AFFH) Assessment and for your work to take meaningful actions to address significant disparities both in housing needs and in access to opportunity in the South Boston Waterfront neighborhood and the City of Boston as a whole. The Boston Interagency Fair Housing Development Committee (BIFDC) has reviewed your submission and has comments, suggestions, and/or requests for additional information. Review by the BIFDC is intended to be ongoing and collaborative, throughout the Article 80 review and approval process. Your responses to the requested information will assist the BIFDC in its AFFH review of the Proposed Project.

The BIFDC has comments on and/or requests for additional information regarding:

1. Increase the number of Group 2 units
2. Adopt a voucher preference for an agreed upon percentage of units
3. Allow last month's rent and security deposit be paid in installments

A detailed explanation of the BIFDC's comments and recommendations is included with this letter. If you have any questions, comments, or concerns about this letter or AFFH in general, please contact Janna Ramadan at janna.ramadan@boston.gov. Please submit any information and/or documents regarding AFFH to your Project Manager.

Boston Interagency Fair Housing Development Committee Review & Recommendation Form

Project Name/Address	320 Summer St.
BIFDC Review Date(s):	4/13/2026

AFFH Recommendations

AFFH Assessment is complete.	☐ Yes ☒ No - An AFFH Assessment is marked as complete when the BIFDC has concluded its review and is able to make a recommendation regarding the AFFH components of a Proposed Project.
If no, describe what is needed to complete the Assessment.	Based on the input from BIFDC representatives, the Proponent is requested to respond to the following requests, recommendations, and questions: 1. **Increase the number of Group 2 units**: The BIFDC recommends the Proponent increase the number of Group 2 units, either market rate or income-restricted, to improve access to housing for households with a member with a disability in this neighborhood. Any increase to Group 2 units above the minimum requirements would also make the project eligible for the Article 80 intervention of offering a greater number of Group 2 units than required. 2. **Adopt a voucher preference for an agreed upon percentage of units:** The BIFDC requests that the Proponent include a voucher preference on a subset of the income-restricted units. A voucher preference ranks households with mobile housing vouchers higher in the lottery selection process and creates housing access opportunities. This is a low-cost/no-cost intervention as it simply establishes a weighted lottery for the selected IZ units. 3. **Allow last month's rent and security deposit be paid in installments:** In an effort to lower the cost barriers to moving facing income-restricted households, the BIFDC requests that the Proponent adopt an installment payment plan for the tenant's last month's rent and security deposit. This intervention can be applied to a subset of income-restricted and market-rate units. The Proponent can also elect to delay payment of the last month's rent until the

	tenant's last month, rather than receiving payment in advance. Again, this is a low-cost/no-cost intervention to reduce barriers facing prospective tenants.
AFFH Assessment appears to be accurate.	☒ Yes ☐ No
If no, describe the inaccuracies.	
AFFH Assessment notes:	

Planned Development Area

This review is for Planned Development Area (PDA) only (each project located within a PDA to be reviewed separately).	☐ Yes ☒ No-Intervention Enhancement for PDAs not required
This project is located within a PDA.	☐ Yes ☒ No
Is yes, describe any different or additional AFFH and/or other housing obligations that are required under the PDA:	
PDA Notes:	

Historical Exclusion

The proposed project is located in an area of high historical exclusion.	☐ Yes ☒ No - Intervention Enhancement for High Historical Exclusion is not required.
Historical Exclusion notes:	

Actual Residential Displacement

There is actual residential displacement at the proposed project site.	☐ Yes ☒ No
Actual Residential Displacement Risk notes:	

Proportionality

The proposed intervention options are proportional to the size, scope, and impact of the proposed project.	☐ Yes ☐ No
Discuss the basis for the above determination.	A determination regarding Proportionality cannot be made until the outstanding issues described above are resolved.
If no, describe the type and amount of additional intervention options that are necessary to a determination of proportionality.	
Proportionality notes:	

AFFH Strategy

The proposed AFFH strategy is appropriate, achievable, and responsive to the AFFH goals detailed in the Boston Zoning Code.	☐ Yes ☐ No
Describe the basis for the above decision.	A determination that the overall AFFH Strategy is appropriate, achievable, and responsive to AFFH goals will be made once the outstanding issues are addressed by the Proponent.
If no, describe what is necessary for the proposed AFFH strategy to become appropriate, achievable, and responsible to AFFH goals, including which specific different or additional intervention options should be considered.	
AFFH Strategy Notes:	

To: Dylan Norris
From: Michael Karaolis, PWD
Date: April 30, 2026
Subject: 320 Summer St PNF - Boston Public Works Department Comments

Included here are Boston Public Works Department comments for the 320 Summer St PNF.

Project Coordination:
The developer shall coordinate with the Public Works Department regarding the Streets Capital Project on Congress St and Sleeper St as loading operations may be impacted.

Site Plan:
The developer must provide an engineer's site plan at an appropriate engineering scale that shows curb functionality on both sides of all streets that abut the property if impacting any items in the public right-of-way.

Construction Within The Public vs Private Right-of-Way (ROW):
Although the general comments below apply specifically to work associated with the project within the public right-of-way, it is preferred and encouraged for construction in the private right-of-way to be consistent with City standards for public ways, as well, to the extent possible. Should these streets ever become public ways, they must conform to the City standards as outlined below.

All proposed design and construction within the Public ROW shall conform to PWD Design Standards (https://www.boston.gov/departments/public-works/public-works-design-standards). Any non-standard materials (i.e. pavers, landscaping, bike racks, etc.) proposed within the Public ROW will require approval through the Public Improvement Commission (PIC) process and a fully executed License, Maintenance and Indemnification (LM&I) Agreement with the PIC. Please note that the comments below are specific to proposed work within the Public ROW.

Sidewalks:
The developer is responsible for the reconstruction of the sidewalks abutting the project and, wherever possible, to extend the limits to the nearest intersection to encourage and compliment pedestrian improvements and travel along all sidewalks within the ROW within and beyond the project limits. The reconstruction effort also must meet current Americans with Disabilities Act (ADA)/Massachusetts Architectural Access Board (AAB) guidelines, including the installation of new or reconstruction of existing pedestrian ramps at all corners of all intersections abutting the project site if not already constructed to ADA/AAB compliance per Code of Massachusetts Regulations Title 521, Section 21 (https://www.mass.gov/regulations/521-CMR-21-curb-cuts). This includes converting apex ramps to perpendicular ramps at intersection corners and constructing or reconstructing reciprocal pedestrian ramps where applicable. Plans showing the extents of the proposed sidewalk improvements associated with this project must be submitted to the PWD Engineering Division for review and approval. Changes to any curb geometry will need to be reviewed and approved through the PIC.

Please note that at signalized intersections, any alteration to pedestrian ramps may also require upgrading the traffic signal equipment to ensure that the signal post and pedestrian push button locations meet current ADA and Manual on Uniform Traffic Control Devices (MUTCD) requirements. Any changes to the traffic signal system must be coordinated and approved by BTD.

All proposed sidewalk widths and cross-slopes must comply to both City of Boston and ADA/AAB standards.

The developer is encouraged to contact the City's Disabilities Commission to confirm compliant accessibility within the Public ROW.

Driveway Curb Cuts:
Any proposed driveway curb cuts within the Public ROW will need to be reviewed and approved by the PIC. All existing curb cuts that will no longer be utilized shall be closed.

Discontinuances:
Any discontinuances (sub-surface, surface or above surface) within the Public ROW must be processed through the PIC.

Easements:
Any easements within the Public ROW associated with this project must be processed through the PIC.

Landscaping:
The developer must seek approval from the Chief Landscape Architect with the Parks and Recreation Department for all landscape elements within the Public ROW. The landscaping program must accompany a LM&I with the PIC.

Street Lighting:
The developer must seek approval from the PWD Street Lighting Division, where needed, for all proposed street lighting to be installed by the developer. All proposed lighting within the Public ROW must be compatible with the area lighting to provide a consistent urban design. The developer should coordinate with the PWD Street Lighting Division for an assessment of any additional street lighting upgrades that are to be considered in conjunction with this project. All existing metal street light pull box covers within the limits of sidewalk construction to remain shall be replaced with new composite covers per PWD Street Lighting standards. Metal covers should remain for pull box covers in the roadway. For all sections of sidewalk that are to be reconstructed in the Public ROW that contain or are proposed to contain a City-owned street light system with underground conduit, the developer shall be responsible for installing shadow conduit adjacent to the street lighting system. Installation of shadow conduit and limits should be coordinated through the BPDA Smart Utilities team.

Roadway:
Based on the extent of construction activity, including utility connections and taps, the developer will be responsible for the full restoration of the roadway sections that immediately abut the property and, in some cases, to extend the limits of roadway restoration to the nearest intersection. A plan showing the extents and methods for roadway restoration shall be submitted to the PWD Engineering Division for review and approval.

Additional Project Coordination:
All projects must be entered into the City of Boston Utility Coordination Software (COBUCS) to review for any conflicts with other proposed projects within the Public ROW. The developer must coordinate with any existing projects within the same limits and receive clearance from PWD before commencing work.

Green Infrastructure:
The developer shall work with PWD, the Green Infrastructure Division, and the Boston Water and Sewer Commission (BWSC) to determine appropriate methods of green infrastructure and stormwater management systems within the Public ROW. The ongoing maintenance of such systems shall require an LM&I Agreement with the PIC. Effects of water infiltration with respect to the adjacent underpass structure and underground MBTA tunnels that may be negatively impacted by infiltration may impact the ability to install such systems and should be considered. Coordination with PWD and MBTA will be required.

Resiliency:
Proposed designs should follow the Boston Public Works Climate Resilient Design Guidelines (https://www.boston.gov/environment-and-energy/climate-resilient-design-guidelines) where applicable.

Please note that these are the general standard and somewhat specific PWD requirements. More detailed comments may follow and will be addressed during the PIC review process. If you have any questions, please feel free to contact me at jeffrey.alexis@boston.gov or at 617-635-4966.

Sincerely,

Jeffrey Alexis
Principal Civil Engineer
Boston Public Works Department
Engineering Division

CC: Todd Liming, PIC

Boston Water and
Sewer Commission

980 Harrison Avenue
Boston, MA 02119-2540
617-989-7000

May 6, 2026

Mr. Dylan Norris, Project Manager
Boston Planning Department
One City Hall Square
Boston, MA 02201

Re: 320 Summer Street
Project Notification Form

Dear Mr. Norris:

The Boston Water and Sewer Commission (Commission) has reviewed the Project Notification Form (PNF) for the proposed redevelopment project located at 320 Summer Street in South Boston. This letter provides the Commission's comments on the PNF.

The project site is located at the intersection of Summer Street and A Street, with secondary frontage along Sleeper Street. The site land area is approximately 18,821 square foot (sf.). The site is presently occupied by two warehouse structures that were previously combined. The combined building contains approximately 122,100 sf. Most recently, the building functioned as office space.

The project proponent HC 320 Summer Street LLC (HC320) proposes conversion of the office space to approximately 145 new residential apartments, 7,500 sf of ground floor retail space and roof deck. The proposed renovations will preserve the existing building envelope, structural system, and primary façade openings. The scope of work is limited to interior renovations within the combined buildings with no expansion to its existing footprint or façade.

Water service is provided by Commission owned and maintained facilities in Summer Street A Street, Congress Street and the private road behind the building. Summer Street has a 12-inch ductile iron cement lined (DICL) water main that was installed in 2008. A Street has a 12-inch DICL water main and a 16-inch DICL both water mains were installed in 1984. Congress Street has two 16-inch DICL water main that was installed in 2007. The Private Road has a 6-inch DICL water main that was installed in 2008. Both water mains the 12-inch water main in A street, 6-inch water main in the Private Road and one 16-inch water main in Congress Street, are connected to the Commission's Southern High-Pressure Zone. The other water mains are connected to the Commission's Southern Low-Pressure Zone.

Sewer and storm drain facilities owned and maintained by the Commission are a 24-inch sewer and 30-inch storm drain in A Street. Congress Street has a 10-inch and 15-inch sewer and a 48-

inch storm drain. The Private Way has a 12-inch sewer. Privately owned storm drains include the 12-inch storm drain in the Private Road.

The PNF states that daily water demand for the proposed project is estimated to be 11,583 gallons per day (gpd) and wastewater generation is estimated to be 10,540 gpd.

The Commission has the following comments regarding the proposed project.

General

1. Prior to the initial phase of the site plan development, HC320, should meet with the Commission's Design and Engineering Customer Services Departments to review water main, sewer and storm drainage system availability and potential upgrades that could impact the development.

2. All new or relocated water mains, sewers and storm drains must be designed and constructed at HC320's, expense. They must be designed and constructed in conformance with the Commission's design standards, Water Distribution System and Sewer Use regulations, and Requirements for Site Plans. The site plan should include the locations of new, relocated and existing water mains, sewers and storm drains which serve the site, proposed service connections, water meter locations, as well as backflow prevention devices in the facilities that will require inspection. A General Service Application must also be submitted to the Commission with the site plan.

3. The proponent estimates that daily sewage will be less than Department of Environmental Protection' s 15,000 gpd threshold for infiltration and inflow mitigation. However, the proponent should be aware that if during the site plan permitting process, it becomes apparent that wastewater flows will be 15,000 gpd or more, the Commission will invoke the requirement that the project participate in the 4 to 1 program.

   The proponent should also note that the 4 to 1 requirement must be addressed 90 days before the activation of the water service.

4. The design of the project should comply with the City of Boston's Complete Streets Initiative, which requires incorporation of "green infrastructure" into street designs. Green infrastructure includes greenscapes, such as trees, shrubs, grasses and other landscape plantings, as well as rain gardens and vegetative swales, infiltration basins, and paving materials and permeable surfaces. The proponent must develop a maintenance plan for the proposed green infrastructure. For more information on the Complete Streets Initiative see the City's website at http://bostoncompletestreets.org/

5. For any proposed masonry repair and cleaning HC320 will be required to obtain from the Boston Air Pollution Control Commission a permit for Abrasive Blasting or Chemical Cleaning. In accordance with this permit HC320 will be required to provide a detailed description as to how chemical mist and run-off will be contained and treated before discharge to the sewer or drainage system or collected and disposed of lawfully off site. A copy of the description and any related site plans must be provided to the Commission's Engineering Customer Service Department for review before masonry repair and cleaning commences. HC320 is advised that the Commission may impose additional conditions and requirements before permitting the discharge of the treated wash water to enter the sewer or drainage system.

6. The project sites are located within Boston's Groundwater Conservation Overlay District (GCOD). The district is intended to promote the restoration of groundwater and reduce the impact of surface runoff. Projects constructed within the GCOD are required to include provisions for retaining stormwater and directing the stormwater to the groundwater table for recharge.

7. The Commission will require HC320 to undertake all necessary precautions to prevent damage or disruption of the existing active water, sewer and storm drains on, or adjacent to, the project site during construction. As a condition of the site plan approval, the Commission will require HC320 to inspect the existing sewer and storm drains by CCTV after site construction is complete, to confirm that the lines were not damaged from construction activity.

8. It is HC320's responsibility to evaluate the capacity of the water, sewer and storm drain systems serving the project site to determine if the systems are adequate to meet future project demands. With the site plan, HC320 must include a detailed capacity analysis for the water, sewer and storm drain systems serving the project site, as well as an analysis of the impacts the proposed project will have on the water, sewer and storm drainage systems.

Water

1. HC320 must provide separate estimates of peak and continuous maximum water demand for residential, commercial, industrial, irrigation of landscaped, and air conditioning make-up water for the project with the site plan. Estimates should be based on full-site build-out of the proposed project. In addition, provide the methodology used to estimate water demand for the proposed project.

2. HC320 should explore opportunities for implementing water conservation measures in addition to those required by the State Plumbing Code. Consider outdoor landscaping which requires minimal use of water to maintain. If in-ground sprinkler systems are installed, the Commission recommends that timers, soil moisture indicators and rainfall

sensors be installed. The use of sensor-operated faucets and toilets in common areas of buildings should be considered.

3. HC320 is required to obtain a Hydrant Permit for use of any hydrant during the construction phase of this project. The water used from the hydrant must be metered. Contact the Commission's Meter Department for information on and to obtain a Hydrant Permit.

4. The Commission is utilizing a Fixed Radio Meter Reading System to obtain water meter readings. For new water meters, the Commission will provide a Meter Transmitter Unit (MTU) and connect the device to the meter. For information regarding the installation of MTUs, contact the Commission's Meter Department.

Sewage / Drainage

1. In conjunction with the Site Plan and the General Service Application HC320 will be required to submit a Stormwater Pollution Prevention Plan. The plan must:

   - Identify specific best management measures for controlling erosion and preventing the discharge of sediment, contaminated stormwater or construction debris to the Commission's drainage system when construction is underway.

   - Include a site map which shows, at a minimum, existing drainage patterns and areas used for storage or treatment of contaminated soils, groundwater or stormwater, and the location of major control structures or treatment structures to be utilized during the construction.

   - Specifically identify how the project will comply with the DEP's Performance Standards for Stormwater Management both during construction and after construction is complete.

2. The Commission encourages HC320 to explore additional opportunities for protecting stormwater quality on site by minimizing sanding and the use of deicing chemicals, pesticides, and fertilizers.

3. The discharge of dewatering drainage to a sanitary sewer is prohibited by the Commission. HC320 is advised that the discharge of any dewatering drainage to the storm drainage system requires a Drainage Discharge Permit from the Commission. If the dewatering drainage is contaminated with petroleum products, HC320 will be required to obtain a Remediation General Permit from the Environmental Protection Agency (EPA) for the discharge.

4. The Commission supports HC320 commitment to construct on site a stormwater retention and infiltration system. The design criteria required that the system be sized for a volume of runoff equal to 1.25 inches of rainfall times the impervious area. The site plan should indicate how storm drainage from roof drains will be handled.

5. The DEP established Stormwater Management Standards. The standards address water quality, water quantity and recharge. In addition to Commission standards, HC320 will be required to meet DEP Stormwater Management Standards.

6. Sanitary sewage must be kept separate from stormwater and separate sanitary sewer and storm drain service connections must be provided. The Commission requires that existing stormwater and sanitary sewer service connections, which are to be re-used by the proposed project, be dye tested to confirm they are connected to the appropriate system.

7. The Commission requests that HC320 install a permanent casting stating "Don't Dump: Drains to Boston Harbor" next to any catch basin created or modified as part of this project. Contact the Commission's Operations Division for information regarding the purchase of the castings.

8. If a cafeteria or food service facility is built as part of this project, grease traps will be required in accordance with the Commission's Sewer Use Regulations. HC320 is advised to consult with the Commission's Operations Department with regards to grease traps.

Thank you for the opportunity to comment on this project.

Yours truly,

John P. Sullivan, P.E.
Chief Engineer

JPS/RJA

cc: C. Rizzi, MWRA via e-mail
D. Devlin, BWSC via e-mail
P. Salvatore, BWSC via e-mail
S. McFee, BWSC via e-mail

EXHIBIT D

Deed

Property Location: ______ Boston, Massachusetts

Quitclaim Deed

HC 320 SUMMER STREET LLC, a Delaware limited liability company, having an address of 352 Hammond Street, Newton, MA 02467 (the "Grantor"), hereby grants to the **BOSTON REDEVELOPMENT AUTHORITY**, a body corporate and politic existing under Massachusetts General Laws Chapter 121B, as amended, doing business as the Boston Planning & Development Agency, with a principal office at One City Hall Plaza, 9th Floor, Boston, Massachusetts 02201-1007 (the "Grantee"), for and in consideration of Ten and 00/100 Dollars paid, with QUITCLAIM COVENANTS, the real property situated on 320 Summer Street in the City of Boston, Suffolk County, Commonwealth of Massachusetts, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"), which grant by the Grantor to the Grantee shall be subject to the Reserved Rights (as defined on Exhibit A). Such grant shall terminate on the Termination Date (as defined below).

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

This is a conveyance for a term of years and shall commence on the date hereof and terminate on the date upon which that certain "Contract for Payment in Lieu of Taxes Entered Into by the City of Boston, the Boston Redevelopment Authority and HC 320 Summer Street LLC (the "PILOT Agreement") dated on or about the date hereof is terminated on June 30, 2055 (the "Termination Date"). At the end of the term of this estate, the interest of the Grantee in the Property hereby granted shall automatically terminate without the requirement for any payment of consideration to the Grantee by the Grantor or any other party, and any and all interests conveyed to the Grantee by this Quitclaim Deed shall revert automatically to the Grantor, its successors and assigns, with no further action required by any party.

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

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

For Grantor's title, see the following: (i) Deed from Lincoln Summer Street Venture, LLC, dated February 6, 2026, recorded with the Registry, Book 72392, Page 90.

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

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

EXECUTED under seal as of the 19 day ofJune, 2026.

HC 320 SUMMER STREET LLC,
a Delaware Limited Liability Company

By: ____________________
Name: Xiaowei Guo
Title: Manager, Duly Authorized

Commonwealth of Massachusetts)
ss.)
County of Norfolk)

On June 19, 2026, before me, personally appeared Xiaowei Guo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as the Manager of HC 320 Summer Street LLC, a Delaware limited liability company, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument voluntarily and for its stated purpose, as the voluntary act and deed of HC 320 Summer Street LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

Signature Brendan E. Dalton

My Commission Expires: September 15, 2028

(Seal)

Brendan E. Dalton
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
September 15, 2028

AGREED AND ASSENTED TO:

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

____
Kairos Shen, Director

EXHIBIT A

To

Quitclaim Deed from HC 320 Summer Street LLC to the Boston Redevelopment Authority

320 Summer Street, Boston, MA **(Assessor's Parcel 0602689000)**

The Land with the buildings thereon known as and numbered 312 to 320, both inclusive, on Summer Street, situated in Boston, Suffolk County, Massachusetts, bounded and described as follows:

Southwesterly by Summer Street, Two Hundred Fifty-One and 43/100 feet;

Northwesterly by "A" Street, Seventy and 55/100 feet;

Northeasterly by a private passageway of varying widths, about Two Hundred Fifty-One and 43/100 feet; and

Southeasterly by land now or late of Ralph Pill by a line running through the middle of a brick partition wall, about Seventy-Four and 26/100 feet.

Containing about 18,820 square feet of land.

The Reserved Rights

Notwithstanding anything herein to the contrary, all of the following are excluded from the Property and the rights conveyed by this Quitclaim Deed:

1. All rights and obligations regarding the right of the Grantor to possess, alter, improve, maintain, and operate the Property;

2. All rights and obligations of the Grantor to lease, license or otherwise grant possessory rights in and to the Property or portions thereof, and the rights and interests of any person or entity acting or claiming under, by, or through such lease, license, or other possessory agreement;

3. All rights of the Grantor and any lessee of the Property to incur mortgage financing as now or hereafter may be desired, including, without limitation, the rights of the Grantor and any such lessee to grant mortgages and other security interests in and on any of their respective interests in the Property. Such reserved right to incur mortgage financing includes, without limitation, the right from time to time to amend, restate, increase, extend and otherwise modify such mortgage financing, whether now existing or hereinafter incurred, and all instruments and other documents in connection therewith. The right to incur such mortgage financing shall be retained only by the Grantor, and any successor or assign thereof, and the Grantee shall have no right to approve, allow or consent to such financing;

4. All rights of the Grantor to sell all or any part of its ownership interest in the Property (subject to the rights of the Grantee under the PILOT Agreement) and the right of the Grantor to retain the proceeds of such sale and to otherwise receive all revenue from the Property, from whatever source;

5. All rights of the Grantor to grant easements and other rights in and to the Property to facilitate the improvement, operation and/or maintenance of the Property or of property in the area of the Property;

7. The right of any owner of any interest in the Property to receive insurance proceeds due to casualty and/or condemnation; and

8. All rights of the Grantor under any permits or entitlements affecting the Property, including without limitation, the right to modify, amend or terminate any permit or entitlement, or to apply as applicant for any new permit or entitlement.

9. All rights of the Grantor to construct, repair, and maintain subsurface improvements, including without limitation utilities.