



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Barney Heath
Director

STAFF MEMORANDUM

Meeting Date: **Thursday, May 18, 2023**
DATE: May 15, 2023
TO: Urban Design Commission
FROM: Shubee Sikka, Urban Designer
SUBJECT: **Additional Review Information**

The purpose of this memorandum is to provide the members of the Urban Design Commission (UDC) and the public with technical information and planning analysis which may be useful in the review and decision-making process of the UDC. The Department of Planning and Development’s intention is to provide a balanced view of the issues with the information it has at the time of the application’s review. Additional information may be presented at the meeting that the UDC can take into consideration when discussing Sign Permit, Fence Appeal applications or Design Reviews.

Dear UDC Members,

The following is a brief discussion of the sign permit applications that you should have received in your meeting packet and staff’s recommendations for these items.

I. Roll Call

II. Regular Agenda

Sign Permits

1. 271-283 Auburn Street – The Dental Specialists

PROJECT DESCRIPTION: The property located at 271-283 Auburn Street is within Business 1 zoning district. The applicant is proposing to install the following sign:

1. One wall mounted principal sign, internally illuminated, with approximately 20 sq. ft. of sign area on the western façade facing Auburn Street. The application says that the sign is internally illuminated but there is external illumination

shown in photos. Staff reached out to the applicant about the illumination but hasn't heard back yet.

TECHNICAL REVIEW:

- The proposed wall mounted principal sign appears to be consistent with the dimensional controls specified in §5.2.8. Per the Zoning Ordinance, one principal sign is allowed, which the applicant is not exceeding, and on this façade of 25 feet, the maximum size of the sign allowed is 75 sq. ft., which the applicant is also not exceeding.

STAFF RECOMMENDATION: Staff recommends approval of the principal sign as proposed on the condition that the applicant clarifies if the sign is internally or externally illuminated.

2. 43-53 Lincoln Street – Focus Real Estate

PROJECT DESCRIPTION: The property located at 43-53 Lincoln Street is within a Business 1 zoning district. The applicant is proposing to install the following signs:

1. One wall mounted split principal sign, internally illuminated, with approximately 25 sq. ft. of sign area on the southern building façade facing Lincoln Street.
2. One wall mounted split principal sign, non-illuminated, with approximately 10 sq. ft. of sign area on the southern building façade facing Lincoln Street.

TECHNICAL REVIEW:

- Both the proposed wall mounted split principal signs appear to be consistent with the dimensional controls specified in §5.2.8. Per the Zoning Ordinance, two split principal signs are allowed, which the applicant is not exceeding, and on this façade of 33.5 feet, the maximum size of the total signage allowed is 100 sq. ft., which the applicant is also not exceeding. Per Zoning Ordinance §5.2.8, *“In particular instances, due to the nature of the use of the premises, the architecture of the building, or its location with reference to the street, the total allowable sign area may be divided between two wall signs which together constitute the principal wall sign.”*

STAFF RECOMMENDATION: Staff recommends approval of both split principal signs as proposed.

3. 575 Washington Street – Dearborn Academy

PROJECT DESCRIPTION: The property located at 575 Washington Street is within Multi-Residence 2 zoning district. The applicant is proposing to install the following signs:

1. One wall mounted principal sign, non-illuminated, with approximately 16 sq. ft. of sign area on the southern façade facing Washington Street.

2. Two flag portable signs, non-illuminated, with approximately 16 sq. ft. each of sign area on the southern façade facing Washington Street.

TECHNICAL REVIEW:

- The proposed wall mounted principal sign appears to be not consistent with the dimensional controls specified in §5.2.7. Per the Zoning Ordinance, one principal wall sign is allowed, which the applicant is not exceeding, the maximum size of the sign allowed is 10 sq. ft. which the applicant is exceeding.
- The two flag signs are portable signs which is a prohibited sign. Per the Zoning Ordinance §5.2.5.C, *“Portable signs not permanently affixed, anchored, or secured to the ground or a structure on the lot it occupies, including trailer signs and signs affixed to or painted on a vehicle permanently parked on the premises so as to serve as a sign, but excluding signs affixed to or painted on a vehicle temporarily parked on the premises”*.
- Applicant will need to apply for a dover waiver to allow all three signs. Applicant also needs to apply for an Administrative Site Plan Review.

STAFF RECOMMENDATION: Staff seeks recommendation from the Commission regarding the proposed signs. Applicant will need to apply for an Administrative Site Plan Review and seek a Dover Waiver.

4. 1185-1197 Centre Street – TD Bank

PROJECT DESCRIPTION: The property located at 1185-1197 Centre Street is within a Business 1 district. The applicant is proposing to install the following sign:

1. One wall mounted principal sign, internally illuminated, with approximately 28 sq. ft. of sign area on the southern building façade facing Pleasant Street.
2. One wall mounted secondary sign, internally illuminated, with approximately 18 sq. ft. of sign area on the eastern building façade facing Centre Street.

TECHNICAL REVIEW:

- The proposed wall mounted principal sign appears to be consistent with the dimensional controls specified in §5.2.8. Per the Zoning Ordinance, one principal sign is allowed, which the applicant is not exceeding, and on this façade of 31 feet, the maximum size of the sign allowed is 93 sq. ft., which the applicant is also not exceeding.
- The proposed wall mounted secondary sign appears to be consistent with the dimensional controls specified in §5.2.8. Per the Zoning Ordinance, two secondary signs are allowed, which the applicant is not exceeding, and on this façade of 28 feet 10 inches, the maximum size of the sign allowed is 28.5 sq. ft., which the applicant is also not exceeding.

STAFF RECOMMENDATION: Staff recommends approval of both proposed principal sign and secondary sign.

5. 289-291 Watertown Street – Chavanni Salon

PROJECT DESCRIPTION: The property located at 289-291 Watertown Street is within a Business 1 district. The applicant is proposing to install the following sign:

1. One wall mounted principal sign, externally illuminated, with approximately 32 sq. ft. of sign area on the southern building façade facing Watertown Street.
2. One wall mounted secondary sign, non-illuminated, with approximately 18 sq. ft. of sign area on the western building façade facing Faxon Street.

TECHNICAL REVIEW:

- The proposed wall mounted principal sign appears to be consistent with the dimensional controls specified in §5.2.8. Per the Zoning Ordinance, one principal sign is allowed, which the applicant is not exceeding, and on this façade of 19 feet, the maximum size of the sign allowed is 57 sq. ft., which the applicant is also not exceeding.
- The proposed wall mounted secondary sign appears to be consistent with the dimensional controls specified in §5.2.8. Per the Zoning Ordinance, two secondary signs are allowed, which the applicant is not exceeding, and on this façade of 8.3 feet, the maximum size of the sign allowed is 8.3 sq. ft., which the applicant is also not exceeding.

STAFF RECOMMENDATION: Staff recommends approval of the proposed principal sign and secondary sign.

6. 2-4 Los Angeles Street - Allee

PROJECT DESCRIPTION: The property located at 2-4 Los Angeles Street is within a Manufacturing zoning district and is the subject of a comprehensive permit (attachment A). The applicant is proposing to install the following signs (revised list since May meeting):

1. Four-sided free-standing principal sign, internally illuminated, with approximately 15 sq. ft. of sign area on each side under the bridge between buildings 1A and 1B (location #1).
2. One wall mounted secondary sign, internally illuminated, with approximately 22 sq. ft. of sign area on the southern building façade facing Midland Avenue (location #2).
3. One perpendicular secondary sign, internally illuminated, with approximately 6 sq. ft. of sign area on the southern building façade of building 1 facing Midland Avenue (location #3).

4. One wall mounted directional sign (Leasing Center), with approximately 3 sq. ft. of sign area on the southern part of building 1 facing Midland Avenue (location #4).
5. One wall mounted directional sign (Parking sign), internally illuminated, with approximately 3.2 sq. ft. of sign area on the southern building façade of building 1 facing Midland Avenue (location #5).
6. One wall mounted directional sign (Parking sign), internally illuminated, with approximately 3.2 sq. ft. of sign area (location #6). The sign is on the southern building façade of building 2 facing Los Angeles St.
7. One wall mounted directional sign (Parking sign), internally illuminated, with approximately 3.2 sq. ft. of sign area (location #7). The sign is on the southern building façade of building 2 facing Midland Avenue.
8. One wall mounted directional sign (Parking sign), internally illuminated, with approximately 3.2 sq. ft. of sign area (location #8). The sign is on the southern building façade of building 1 facing Riverdale Avenue
9. One wall mounted secondary sign, internally illuminated, with approximately 5 sq. ft. of sign area. (location #9) The sign is located on the southern building façade of building 2 facing Midland Avenue.

TECHNICAL REVIEW:

- The proposed free-standing principal sign appears to be not consistent with the dimensional controls specified in §5.2.8. Per the Zoning Ordinance, Sign area of a free-standing sign is defined as the entire area of one side of such sign such that two faces which are back-to-back are counted only once. Since this sign has four sides, the applicant will need to seek relief for it. Per the Zoning Ordinance, one free-standing principal sign is allowed, which the applicant is not exceeding, the maximum size of the sign allowed is 35 sq. ft. and height of 16 feet, which the applicant is also not exceeding. Per Zoning ordinance §5.2.13 “A. *In particular instances, the City Council may grant a special permit to allow free-standing signs and exceptions to the limitations imposed by this Sec. 5.2 on the number, size, location and height of signs where it is determined that the nature of the use of the premises, the architecture of the building or its location with reference to the street is such that free-standing signs or exceptions should be permitted in the public interest.*
B. In granting such a permit, the City Council shall specify the size, type and location and shall impose such other terms and restrictions as it may deem to be in the public interest and in accordance with the 780 CMR. All free-standing signs shall not exceed 35 square feet in area, or 10 feet in any linear dimension, or 16 feet in height from the ground, except as further described in Sec. 5.2.7.” There is an existing Comprehensive Permit for this property, the applicant will need to apply for a consistency ruling to the Commissioner of ISD.
- Both the proposed 22 sq. ft. and 5 sq. ft. secondary signs (location #2 & 9) appear to be consistent with the dimensional controls specified in §5.2.8. Per the Zoning Ordinance, two secondary signs are allowed, which the applicant is not exceeding,

and on this façade of 224 feet, the maximum size of the sign allowed is 50 sq. ft., which the applicant is also not exceeding.

- One proposed 6 sq. ft. perpendicular secondary sign (location #3) appears to be not consistent with the dimensional controls specified in §5.2.8. Per the Zoning Ordinance, two secondary signs are allowed, which the applicant is exceeding.
- One proposed 3 sq. ft. directional sign (location #4) appears to be consistent with the dimensional controls specified in §5.2.8. Per the Zoning Ordinance, directional signs of up to 3 sq. ft. are allowed, which the applicant is not exceeding.
- Four proposed 3.2 sq. ft. directional signs (locations #5-8) appear to be not consistent with the dimensional controls specified in §5.2.8. Per the Zoning Ordinance, directional signs of up to 3 sq. ft. are allowed, which the applicant is exceeding.

STAFF RECOMMENDATION: Staff recommends the applicant apply to the Commissioner of Inspectional Services Department (ISD) for a Consistency Ruling since there is an existing Comprehensive Permit for this property. Staff has the following recommendations about each sign:

- Four-sided free-standing principal sign (location #1) – apply for consistency ruling to the Commissioner of ISD.
- Two 22 sq. ft. and 5 sq. ft. secondary signs (locations #2 & 9) – recommend for approval.
- One 6 sq. ft. perpendicular secondary sign (location #3) – apply for consistency ruling to the Commissioner of ISD.
- One proposed 3 sq. ft. directional sign (location #4) – recommend for approval.
- Four proposed 3.2 sq. ft. directional signs (locations #5-8) – apply for consistency ruling to the Commissioner of ISD.

Comprehensive Sign Package

1. 1-55 Boylston Street – The Street (continued from March meeting)

PROJECT DESCRIPTION: The property located at 1-55 Boylston Street is within Business 4 zoning district and has a comprehensive sign package authorized by a special permit via Board Order #218-22.

The Street Comprehensive Sign Package was first developed and approved through special permit in February of 2013. The package was amended in April of 2020 and then in 2022 with a refreshed set of free-standing signs and re-organized set of wall sign elevations. The applicant is coming back for another amendment to add tenant, directory, capital, and wayfinding signage for 27 Boylston Street. The current proposal reflects the additional directory, tenant, wayfinding signs and extension of sign bands for 27 Boylston Street. At the recommendation of the planning department, the updated elevations and sign bands were developed for 27 Boylston Street.

The applicant is proposing to amend the special permit for the following signs:

1. Three new wall directory signs on the eastern façade of 27 Boylston Street (W5).
2. Three new column capital signs on the eastern façade of 27 Boylston Street (W6).
3. Three new directory signs on the southern façade of 27 Boylston Street (W5).
4. One free-standing vehicular directional sign, with 3 sq. ft. of sign area, in a landscaped island north of 27 Boylston Street (M3).
5. The applicant has also extended sign bands and tenant sign locations for 27 Boylston Street south and west elevation.

As per the Waivers in the previously approved Comprehensive Sign Package, Wall Directory Signs and Blade Panel and Column Signs are described as:

“Wall Directory Signs

Wall directory signs may include multiple tenant names of tenants within any building on the property. The selection of tenant names may change at the discretion of the owner. Each tenant sign may be up to 100 square feet.

Blade Panel and Column Capital Signs

Subject to conformity to the maximum area requirements established by special permit waiver, blade panel and column capital signs may change at the discretion of the owner following review and approval by the Owner and the Planning Department, following consultation with the Urban Design Commission.”

TECHNICAL REVIEW:

- UDC reviewed this application at the February and March meeting and recommended the submitted sign package for approval at the March meeting. UDC made the following decision at the March meeting:
MOTION: Mr. Kaufman made a motion to recommend the comprehensive sign package for approval 1-55 Boylston Street with an exception. Mr. Doolin seconded the motion, and none opposed. All the members present voted, with a 4-0 vote, Michael Kaufman, Jim Doolin, John Downie, and William Winkler in favor and none opposed. The only exception is to remove signage from the columns.
- The applicant realized after the March meeting that one of the sign bands was missing from the approved sign package. Please see the note below from the applicant regarding it.

NOTE FROM THE APPLICANT:

“In the process of going to submit our Comprehensive Signage Package for special permit we realized that the primary tenant sign band for the Southern patio tenant spaces on the south (Route 9 side) of 27 Boylston was missing from the package that you approved. This

sign band was approved in the previous package and inadvertently got dropped off of the current package. I truly apologize for this oversight. I would like to request your endorsement that we can include this missing primary sign band on the package that will be officially filed for special permit. Below is a summary of the change.

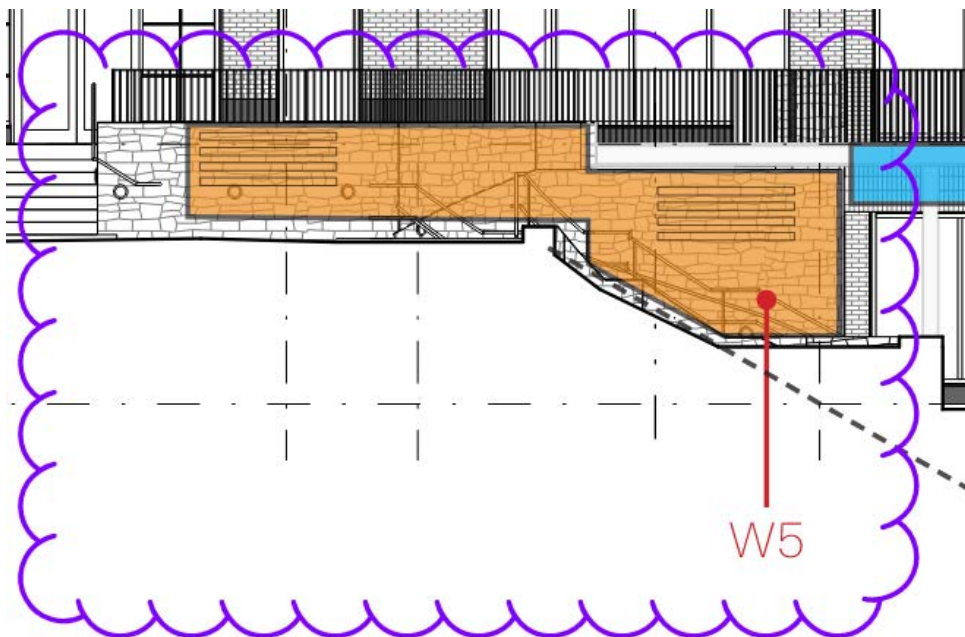
South Building Elevation pointing out the wall that I am referencing (below).

This is the exterior wall that runs along the outdoor stairs leading into the southern entrance to the paseo.



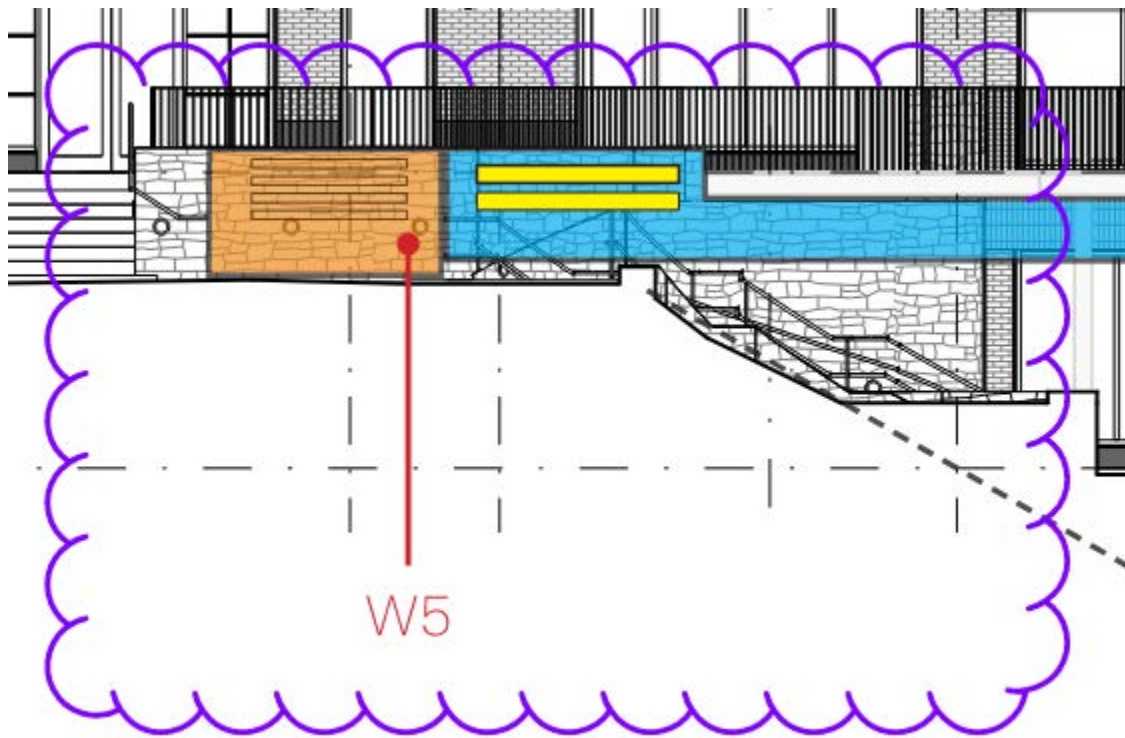
Sign Bands Shown in Package Reviewed March 2023 (below)

We showed a Wall Directory band covering this entire wall.



Sign Band that we are proposing for this wall (below)

We would like to have the directory signage remain on the left portion of the wall and to reserve the right side of this wall for a primary tenant signage band for the tenants directly to the right that are located off the southern patio and below grade. These spaces are only accessible via stairs or an exterior lift and this will be critical for these tenants as they will need signage that is visible from the street level.



We did show in the requested renderings what it would look like to have a directory sign on the left and another sign on the right (below).

With what we are proposing, the sign that says "Paseo Entrance" would be tenant signs instead. Also noting that this proposed tenant sign band was already approved by the UDC in the last package.



Thank you so much for your consideration of this request."

STAFF RECOMMENDATION: Staff seeks recommendation regarding the changes from UDC to the Land Use Committee of the City Council.

III. Old/New Business

1. Approval of Minutes

Staff has provided draft meeting minutes from the March meeting that require ratification (Attachment B).

Attachments

- Attachment A – 2-4 Los Angeles Street - Recorded Comprehensive Permit Agreement
- Attachment B – March UDC meeting minutes

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/27/2023 1:32:21 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
233551	AGREEMENT		78988/1	10/25/2021	0.00
Property-Street Address and/or Description					
2-4 LOS ANGELES ST					
Grantors					
RESIDENCES ON THE CHARLES LLP, MASSACHUSETTS HOUSING FINANCE AGENCY, MASSACHUSETTS COMM HOUSING & COMMUNITY DEVELOPMENT					
Grantees					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					

Middlesex South Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 233551
Document Type	: AGR
Recorded Date	: October 25, 2021
Recorded Time	: 03:13:11 PM
Recorded Book and Page	: 78988 / 1
Number of Pages(including cover sheet)	: 34
Receipt Number	: 2736753
Recording Fee	: \$105.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

NEF Rental Regulatory Agreement
Form Revised 04/12/2017

REGULATORY AND USE AGREEMENT

[Rental]

***For Comprehensive Permit Projects in Which Funding is Provided
By Other Than a State Agency***

This Regulatory and Use Agreement (this "Agreement") is made this 7th day of October, 2021, by and between the Massachusetts Housing Finance Agency acting as Subsidizing Agency (the "Subsidizing Agency"), as defined under the provisions of 760 CMR 56.02, on behalf of the Department of Housing and Community Development ("DHCD"), and The Residences on the Charles, LLP a Registered Domestic Limited Liability Partnership having a mailing address at 37 Walnut Street, Suite 110, Wellesley Hills, MA 02481, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer intends to construct a housing development known as Residences on the Charles at a 3.4-acre site located at 2-4 Los Angeles Street (formerly 15 Riverdale Avenue) in the City of Newton, Massachusetts (the "Municipality"), more particularly described in Exhibit A attached hereto and made a part hereof (the "Development"); and

WHEREAS, DHCD has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the "Regulations") relating to the issuance of comprehensive permits under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the "Act") and pursuant thereto has issued its Comprehensive Permit Guidelines (as may be amended from time to time, the "Guidelines") and, collectively with the Regulations and the Act, the "Comprehensive Permit Rules");

WHEREAS, the Development is being financed with a loan of approximately \$53,250,000 by Santander Bank, N.A., as lead arranger and administrative agent ("Santander"), and Salem Five Bank, a Federal Home Loan Bank of Boston ("FHLBB") member bank (the "NEF Lender"), a non-governmental entity for which the Massachusetts Housing Finance Agency acts as Subsidizing Agency pursuant to the Comprehensive Permit Rules; and

WHEREAS, the Massachusetts Housing Finance Agency will serve as Subsidizing Agency on behalf of DHCD pursuant to the Comprehensive Permit Rules and in accordance with the terms and provisions hereof; and

WHEREAS, the Developer has received a comprehensive permit (the "Comprehensive Permit") from the Zoning Board of Appeals of the Municipality in accordance with the Act, which permit is recorded at the Middlesex South Registry of Deeds ("Registry") in Book 75327, Page 424, as amended by the terms of this Agreement; and

Deed Reference: Book 75420, Page 312

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of 204 rental units, of which a minimum of 25 percent (51 units) (the "Affordable Units") will be rented to Low or Moderate Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, the parties intend that this Agreement shall serve as a "Use Restriction" as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference is only applicable at initial rent-up and cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units and may offer valuable services in administration, monitoring and enforcement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subsidizing Agency and the Developer hereby agree as follows:

DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Act shall have the meaning given such term in the Recitals hereof.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by the Subsidizing Agency, with such changes thereto that may be approved by the Subsidizing Agency, as further set forth in Section 3.

Affordable Units shall have the meaning set forth in the Recitals above.

Allowable Development Costs shall have the meaning given such term in Section 20 hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5.609 (or any successor regulations).

Area shall mean the Boston-Cambridge-Newton, MA-NH Metropolitan Statistical Area (MSA) as designated by the Department of Housing and Urban Development ("HUD").

Area Median Income ("AMI") shall mean the median gross income for the Area, as determined

from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Low or Moderate Income Tenant, the Area Median Income shall be adjusted for family size.

Audited Annual Limited Dividend Financial Report shall mean an annual report to be submitted by the Developer on a form prescribed by the Subsiding Agency, pursuant to Section 12(e) hereof.

Comprehensive Permit shall have the meaning given such term in the Recitals hereof.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Construction Lender shall mean the lender(s) making the Construction Loan, and its successors and assigns.

Construction Loan shall mean the loan to the Developer for the construction of the Development.

Construction Mortgage shall mean the mortgage from the Developer securing the Construction Loan.

Cost Certification shall have the meaning given such term in Section 20 hereof.

Cost Method shall have the meaning given such term in Section 7(d) hereof.

Developer Parties shall have the meaning given such term in Section 7(a) hereof.

Developer's Equity shall be determined in the manner set forth in Section 7(d) hereof.

Development shall have the meaning given such term in the Recitals hereof.

Development Revenues: All rental income, receipts and other revenue derived from the operation of the Development other than revenues derived from any sales, financing, or other capital transaction, and not including any amounts payable in respect of capital contributions paid by any members or partners of the Developer or any loan proceeds payable to the Developer.

Distribution Payments shall have the meaning given such term in Section 7(a) hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement or the Mortgage existing after the expiration of any applicable notice and cure periods.

Excess Development Revenues shall have the meaning given such term in Section 12(e) hereof

Excess Equity: Surplus Cash in excess of the permitted Limited Dividend Distribution, as calculated in accordance with the Audited Annual Limited Dividend Financial Report described in Section 12 hereof.

Excess Equity Account: An interest-bearing account maintained by the Lender (or if the Loan is paid off, with the Subsidizing Agency) for the benefit of the Development during the Term hereof containing Development Revenues which exceed the Limited Dividend Distribution in a given year or years.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Fiscal Year: The fiscal year of the Developer ending December 31.

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Construction Lender and/or the Permanent Lender.

Limited Dividend Distribution: The aggregate annual distributions permitted to be made to the Developer from Development Revenues as calculated pursuant to the Audited Annual Limited Dividend Financial Report.

Limited Dividend Term shall have the meaning set forth in Section 22(b) hereof.

Loan shall mean the Construction Loan and/or the Permanent Loan.

Low or Moderate Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed eighty percent (80%) of the Median Income for the Area, and shall also mean persons or Families meeting such lower income requirements as may be required under the Comprehensive Permit or any applicable Housing Subsidy Program.

Low or Moderate Income Tenants shall mean Low or Moderate Income Persons or Families who occupy the Affordable Units.

Mortgage shall mean the Construction Mortgage and/or the Permanent Mortgage.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns.

Permanent Loan shall mean the Permanent Loan made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof in compliance with any specific terms of the Comprehensive Permit or any Housing Subsidy Program applicable to the Development.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender

securing the Permanent Loan, or any replacement thereof.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person: shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Internal Revenue Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Internal Revenue Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

Resident Selection Plan shall mean the Resident Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by the Subsidizing Agency, with such changes thereto which may be approved by the Subsidizing Agency.

Substantial Completion shall have the meaning given such term in Section 19 hereof.

Surety shall have the meaning given such term in Section 21 hereof.

Surplus Cash shall have the meaning given such term in Section 7(c) hereof.

Term shall have the meaning set forth in Section 22 hereof.

Total Development Costs (“TDC”) shall have the meaning set forth in Section 7(h) hereof.

Value Method shall have the meaning given such term in Section 7(d) hereof.

CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development in accordance with plans and specifications approved by the Subsidizing Agency and the Municipality (the “Plans and Specifications”), which are consistent with the minimum design and construction standards of the Subsidizing Agency applicable to comprehensive permit projects in accordance with the Comprehensive Permit Guidelines, and in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit, and in accordance with the information describing the Development presented by the Developer to the Subsidizing Agency in its application for Final Approval. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Subsidizing Agency shall monitor compliance with the construction obligations set forth in this section in such manner as the Subsidizing Agency may deem reasonably necessary. In furtherance thereof, the Developer shall provide to the Subsidizing Agency, prior to commencement of construction, a certification from the Construction Lender concerning construction monitoring in a form acceptable to the Subsidizing Agency. If the information provided to the Subsidizing Agency is not acceptable to the Subsidizing Agency, or if at any time after acceptance the NEF Lender's construction monitor fails to provide adequate construction oversight in accordance with the requirements of the NEF Lender's certification, the Subsidizing Agency may require that the Developer fund the cost of a construction monitor retained by the Subsidizing Agency.

USE RESTRICTION/RENTALS AND RENTS

3. (a) The Developer shall rent the Affordable Units during the Term hereof to Low or Moderate Income Persons or Families upon the terms and conditions set forth in the Comprehensive Permit and this Agreement, with one of the 2-bedroom Affordable Units being affordable to a household earning up to 65% of AMI and one of the 3-bedroom Affordable Units being affordable to a household earning up to 50% of AMI. In fulfilling the foregoing requirement, the Developer will accept referrals of tenants from the Housing Authority in the Municipality, and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Resident Selection Plan. The foregoing provisions shall not relieve the Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, the Subsidizing Agency shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including but not limited to tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI (or such other higher percentage of AMI established by DHCD for Comprehensive Permit Projects In Which Funding Is Provided By Other Than a State Agency), adjusted for household size, assuming that an Affordable Unit which does not have a separate bedroom is occupied by one individual, and that a unit which has one or more separate bedrooms is occupied by 1.5 individuals for each separate bedroom. Provided further that (i) the annual rental expense for one of the 2-bedroom Affordable Units shall not exceed thirty percent (30%) of sixty-five percent (65%) of AMI and (ii) the annual rental expense for one of the 3-bedroom Affordable Units shall not exceed thirty percent (30%) of fifty percent (50%) of AMI, in both cases adjusted for household size according to the preceding sentence. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) For purposes of satisfying the requirement that the Affordable Units shall be occupied by Low or Moderate Income Tenants hereunder, no Low or Moderate Income Tenant shall be denied continued occupancy because, after admission, the Low Moderate Income Tenant's

Annual Income exceeds eighty percent (80%) of Area Median Income. No Low or Moderate Income Tenant shall continue to be counted as a Low or Moderate Income Tenant as of any date upon which such tenant's Annual Income exceeds one hundred forty percent (140%) of the level at which a tenant may be qualified as a Low or Moderate Income Tenant provided, however, that the Developer shall not be in default regarding the requirements of this Agreement to maintain occupancy of the Affordable Units by Low or Moderate Income Tenants if the Developer rents the next available unit to Low or Moderate Income Tenants as needed to achieve compliance with such requirements (thereupon, as rented to a Low or Moderate Income Tenant, such unit or units shall be deemed an Affordable Unit hereunder).

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant. In the event that a Low or Moderate-Income Tenant's Annual Income increases and, as a result of such increase, exceeds one hundred forty percent (140%) of Area Median Income, the Developer may charge the formerly Low or Moderate-Income Tenant a market rate for the dwelling unit.

(e) Rentals for the Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto, subject to change from time to time (if necessary to reflect any changes in AMI) in accordance with the terms and provisions of this Agreement and any applicable Housing Subsidy Program. The Developer shall annually submit to the Subsidizing Agency a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Development. It is understood that the Subsidizing Agency shall review such schedule with respect to the maximum rents for all the Affordable Units based on the size and required extent of affordability of each Affordable Unit, and shall not take into account the actual incomes of individual tenants in any given Affordable Unit. Rents for the Affordable Units shall not be increased above such maximum monthly rents without the Subsidizing Agency's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants.

(f) The Developer shall obtain income certifications satisfactory in form and manner to the Subsidizing Agency at least annually for all Low or Moderate-Income Tenants. Said income certifications shall be kept by the management agent for the Development and made available to the Subsidizing Agency upon request.

(g) Prior to initial lease-up, the Developer shall submit an Affirmative Fair Housing Marketing and Resident Selection Plan (also known as an "AFHMP") for the Subsidizing Agency's approval. At a minimum the AFHMP shall meet the requirements of the Guidelines, as the same may be amended from time to time. The AFHMP, upon approval by the Subsidizing Agency, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement.

(h) The AFHMP shall designate entities to implement the plan that are qualified to perform their duties. The Subsidizing Agency may require that another entity be found if the Subsidizing Agency finds that the entity designated by the Developer is not qualified. Moreover, the Subsidizing Agency may require the removal of an entity responsible for a duty under the AFHMP if that entity does not meet its obligations under the AFHMP.

(i) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as the Subsidizing Agency shall require.

TENANT SELECTION AND OCCUPANCY

4. The Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Affordable Units, the Developer shall comply with the Resident Selection Plan and AFHMP which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

5. Occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and any applicable Housing Subsidy Program, and shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from the Developer or the Subsidizing Agency; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as the Developer or the Subsidizing Agency may direct, he or she will furnish to the Developer certification of then current family income, with such documentation as the Subsidizing Agency shall reasonably require; and agrees to such charges as the Subsidizing Agency has previously approved for any facilities and/or services which may be furnished by the Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

EXPIRATION OF RESTRICTIONS - TENANT PROTECTIONS

6. (a) If, upon the expiration of the Term hereof, the affordability requirements under the Comprehensive Permit shall expire, the Developer shall deliver a written notice to all Low or Moderate or Income Tenants of such expiration (the "Expiration Notice") at the same time that it shall provide such notice to the Subsidizing Agency. The Expiration Notice shall inform all Low or Moderate or Income Tenants of the tenant protections described in this Section 6.

(b) For a period of one year after the date of expiration ("Year 1") (the date of expiration is hereinafter referred to as the "Expiration Date"), the Developer may not increase the rentals payable by any Low or Moderate-Income Tenant on the Expiration Date (a "Protected Low or Moderate-Income Tenant"), except for rental increases which would have been permitted by the terms and provisions of the applicable Housing Subsidy Program if such Expiration Date had not occurred.

(c) For a period of two years after Year 1 ("CPI Index Period"), the rentals for units occupied by Protected Low or Moderate Income Tenants may not be increased more than once annually by the greater of: (i) the consumer price index (applicable to the area in which the Development is located) times the rental rate in effect as of the Expiration Date; or (ii) such higher amount as the Subsidizing Agency shall approve. In no event may the Developer increase rentals for such Affordable Units in excess of any limitations contained in a Housing Subsidy Program which remains in effect after the Expiration Date.

(d) For three (3) years after the CPI Index Period (the "Transition Period"), the Developer shall provide Relocation Assistance, as defined herein, for any Protected Low or Moderate-Income Tenant who voluntarily terminates his or her lease during the Transition Period as a result of rental increases. For the purposes hereof, the term "Relocation Assistance" shall mean reasonable assistance in locating a comparable affordable unit, including the payment of any broker's fees and the payment of reasonable moving expenses within a thirty (30) mile radius of the Development.

(e) Upon expiration, the Developer agrees to continue to use the form of occupancy agreement for all Protected Low or Moderate-Income Tenants until the expiration of the periods described in (b) and (c), above. Thereafter, the Developer may require that all Protected Low or Moderate-Income Tenants enter into the lease form used for tenants in the market-rental units or a lease substantially in the form published by the National Apartment Association, provided that any new occupancy agreement shall provide the Protected Low or Moderate-Income Tenants with the benefits of subsection (d), above.

(f) The provisions of this Section 6 shall survive the termination of any other provisions of this Agreement as a result of expiration until the expiration of the periods described in subsections (b), (c), and (d), above.

(g) Protected Low or Moderate-Income Tenants shall have a right to enforce the protections provided them in this Section 6.

LIMITED DIVIDENDS; USE OF DEVELOPMENT REVENUES

7. (a) The Developer covenants and agrees that no Distribution Payments may be made to the Developer other than Limited Dividend Distributions. Repayment of developer's fee loaned is treated as a Limited Dividend Distribution and is subject to the limitations set forth herein. Limited Dividend Distributions may be made: (i) on a quarterly basis within the Developer's Fiscal Year; (ii) only once all currently payable amounts as identified in subsection (i) below are paid as evidenced by a certificate provided by an independent accountant certifying that no such obligations are more than thirty (30) days past due and that there are no outstanding material extraordinary obligations incurred outside the ordinary course of business, even if thirty (30) or less days past due; and (iii) only after (x) submission by the Developer of the Audited Annual Limited Dividend Financial Report pursuant to Paragraph 12(b) below and (y) acceptance by the Subsidizing Agency of said report. Except with the prior written authorization of the Subsidizing Agency, Limited Dividend Distributions cannot be derived or made from borrowed funds or from the sale of capital assets.

For the purposes hereof, the term "Distribution Payments" shall mean all amounts paid from Development Revenues (herein called "Development Revenues") which are paid to any partner, manager, member or any other Related Person of the Developer (collectively, the "Developer Parties") as profit, income, or fees or other expenses which are unrelated to the operation of the Development or which are in excess of fees and expenses which would be incurred from persons providing similar services who are not Developer Parties and who provide such services on an arms-length basis.

(b) No Limited Dividend Distributions may be made when: (i) a default or an Event of Default has occurred and is continuing under this Agreement; (ii) there has been failure to comply with the Subsidizing Agency's notice of any reasonable requirement for adequate (as determined by the Subsidizing Agency using its reasonable discretion) maintenance of the Development in order to continue to provide decent, good quality and safe affordable housing; or (iii) prior to the expiration of the Term hereof, there is outstanding against all or any part of the Development any lien or security interest other than a lien securing the Loan or a lien expressly permitted by the Subsidizing Agency or Lender.

(c) Subject to the provisions set forth above, Limited Dividend Distributions may only be made to the Developer from Surplus Cash, provided that no Limited Dividend Distribution for any Fiscal Year may exceed ten percent (10%) of Developer's Equity.

"Surplus Cash", which is a balance sheet calculation, represents the long-term accumulation of working capital from the Development's revenues that is available at the end of any quarter in a given Fiscal Year to make: (i) Limited Dividend Distributions; (ii) deposits into the Excess Equity Account; and (iii), if necessary, a distribution to the Municipality for the purpose of developing and/or preserving Affordable Housing. The calculation of Surplus Cash is more fully detailed in Part A of the current "M.G.L. Ch. 40B RENTAL DEVELOPMENTS / Instructions for Use of Calculation Tool for Computation of Excess Equity and Limited Dividend Distributions" (as it exists as the date hereof) available from the Subsidizing Agency and which

currently is the form to be used in the preparation of the Audited Annual Limited Dividend Financial Report.

(d) For the purposes hereof the initial amount of "Developer's Equity" shall be \$14,542,753, subject to adjustment as provided herein. The initial amount of "Developer's Equity" is established at the time of Final Approval based on the Developer's projection pursuant to the Cost Method as defined below. This initial amount shall be adjusted and verified at the time of Cost Certification with respect to the construction of the Development in accordance with the "Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants and Municipalities" (as it may be amended, revised or replaced) as the greater of the amounts determined by (a) the "Cost Method" or (b) the "Value Method." For purposes hereof the term "Cost Method" is defined as (i) actual cash contributed by the Developer to the Development, including tax credit equity (if applicable) plus (ii) the deferred portion of the maximum allowable developer fee determined in accordance with DHCD policy, provided that any payment of such deferred fee from project cash flow is treated as a Distribution Payment in accordance with Section 7 hereof, plus (iii) the appraised "as-is" market value of the land that exceeds the actual purchase price paid by the Developer for said land, if any, or less (iv) the actual purchase price paid by the Developer for said land that exceeds the appraised "as is" market value of the land, if any. For purposes hereof the term "Value Method" is defined as (i) the as-complete and stabilized appraised market value of the Development, as determined by an independent appraisal commissioned by the Subsidizing Agency in accordance with this Section 7(d), less (ii) the sum of secured debt on the Development plus public equity, whether structured as a grant or loan, as determined by the Subsidizing Agency.

Thereafter, Developer's Equity may be adjusted not more than once in any five-year period with the first five - year period commencing with the first Fiscal Year of the Development. Any adjustments shall be made only upon the written request of the Developer. Unless the Developer is otherwise directed by the Subsidizing Agency, the initial appraised market value and any adjustment thereto shall be based upon an appraisal commissioned by (and naming as a client) the Subsidizing Agency and prepared by an independent and qualified appraiser prequalified by, and randomly assigned to the Development by, the Subsidizing Agency. The appraiser shall submit a Self-Contained Appraisal Report to the Subsidizing Agency in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The costs of such appraisal shall be borne by the Developer. Such appraisal shall use assumptions subject to the reasonable approval of the Subsidizing Agency.

Upon completion of an appraisal as provided above, the Developer's Equity shall be adjusted to equal the appraised value of the Development as determined by the appraisal less the unpaid principal amount of the sum of secured debt on the Development plus public equity, whether structured as a grant or loan determined as of the date of the appraisal. Such new Developer's Equity shall be the Developer's Equity as of the date of such appraisal.

(e) In the event that the amount available for Limited Dividend Distributions in a given Fiscal Year exceeds the Limited Dividend Distribution permitted for such Fiscal Year pursuant to Section 7(c) above, such excess shall be deposited and administered in accordance with Section 7(f) below. Amounts deposited into the Excess Equity Account may, subject to subsections (a)

through (c) above, and pursuant to the Subsidizing Agency's Limited Dividend Policy, be distributed by the Lender (or the Subsidizing Agency, as applicable) to the Developer in amounts equal to the difference between the amount by which Limited Dividend Distributions actually made in any prior Fiscal Year were less than the amount permitted to be distributed under Section 7(c) hereof for such Fiscal Year. In the event that Surplus Cash is insufficient to allow the Developer to take its Limited Dividend Distribution as permitted herein and there are funds in the Excess Equity Account, Lender (or the Subsidizing Agency, as applicable) may distribute to the Developer an amount equal to the unpaid portion of the permitted Limited Dividend Distribution for such Fiscal Year, provided that, in no event shall the amount so distributed exceed the amount available in the Excess Equity Account.

Notwithstanding the foregoing, in the event that the amount available for Limited Dividend Distributions in a given Fiscal Year exceeds the Limited Dividend Distribution permitted for such Fiscal Year pursuant to Section 7(c) above, the amount of any such excess may be applied to pay, with simple interest, the amount by which Limited Dividend Distributions made in any of the preceding Fiscal Years were less than the amount permitted to be paid under Section 7(c) hereof for such Fiscal Years, subject to the provisions of subsections (a) through (c) above.

(f) Any amounts available for a Limited Dividend Distribution which may not be distributed in any year pursuant to the provisions of Section 7(c) above ("Excess Equity"), shall be deposited in the Excess Equity Account with the Lender (or if the Loan is paid off, with the Subsidizing Agency). No distributions may be made to the Developer from the Excess Equity Account except those permitted pursuant to Section 7(e) and (f) hereof. Upon the occurrence of an Event of Default under this Agreement or the Mortgage, the Lender (or the Subsidizing Agency, as applicable) may apply any amounts in the Excess Equity Account to the payment of all or any portion of the debt secured by the Mortgage.

Upon the Developer's written request, amounts may also be withdrawn from the Excess Equity Account by the Lender (or the Subsidizing Agency, as applicable) during the Term hereof and applied for any purpose described in Section 7(i) hereof or for any purpose (i) that provides a direct and material benefit to Low or Moderate Income Tenants; (ii) that reduces rent charged to Low or Moderate Income Tenants; (iii) that extends the affordability of the Development; or (iv) that provides relocation and transitional assistance to Low or Moderate Income Tenants as described in Section 6 hereof.

To the extent that the Term of this Agreement extends beyond satisfaction in full of the debt secured by the Mortgage, the Subsidizing Agency may, in its sole discretion, during the remaining Term, make amounts available from the Excess Equity Account to: (a) pay all or a portion of the annual monitoring fee that remains outstanding thirty (30) days after its due date, and/or (b) provide relocation and transitional assistance to tenants of Affordable Units.

Upon the Developer's written request, amounts may also be withdrawn from the Excess Equity Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Development as reasonably determined by the Developer; (iii) deposit of all amounts as may be

deposited in a reserve fund for capital replacements reasonably determined by the Developer to be sufficient to meet anticipated capital needs of the Development which may be held by Lender or a lending institution reasonably acceptable to the Subsidizing Agency and which reserves shall be used for capital expenditures for the Development reasonably determined to be necessary by the Developer; (iv) payments of operating expense loans made by the partners, managers or members of the Developer for Development expenses, provided that the Developer shall have obtained prior written approval for such loans from the applicable Lender (or, if there is no mortgage, or after discharge of the Mortgage, from the Subsidizing Agency) and shall have supplied the applicable Lender (or the Subsidizing Agency) with such evidence as the applicable Lender (or the Subsidizing Agency, as applicable) may reasonably request as to the application of the proceeds of such operating expense loans to the Development; or (v) for any other purposes, subject to a determination by the Lender (or, if there is no Mortgage, or the Mortgage is discharged during the Term of this Agreement, the reasonable determination by the Subsidizing Agency) that the expenditure is necessary to address the Development's physical or financial needs and that no other Development reserve funds are available to address such needs. Notwithstanding the foregoing, payment of the items set forth in clauses (i), (ii) and (iv) above by the Developer shall be subject to the prior written approval of the Subsidizing Agency, which approval shall not be unreasonably withheld or delayed; it being agreed by the Subsidizing Agency that if the Developer can demonstrate that its proposed operating expenditures and reserves are substantially consistent with those made for comparable developments within the Commonwealth of Massachusetts, the Subsidizing Agency shall approve such request. Further, in no event shall such review or approval be required by the Subsidizing Agency to the extent any such capital expenditures or reserves are mandated by Lender.

In any event, cash available for distribution in any year in excess of 20% of Developer's Equity, subject to payment of a Limited Dividend Distribution pursuant to Section 7(c) hereof, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency as provided herein, or as otherwise directed by DHCD. Upon the expiration of the Limited Dividend Term (as defined in Section 22(b) hereof), any balance remaining in the Excess Equity Account shall (i) be contributed by the Developer to the replacement reserve held for the Development, if such contribution is deemed by the Subsidizing Agency (in its reasonable discretion) to be necessary, (ii) be distributed to the Subsidizing Agency for the purpose of developing and/or preserving affordable housing, or (iii) be distributed as otherwise directed by DHCD.

(g) All funds in the Excess Equity Account shall be considered additional security for the performance of obligations of the Developer under the Mortgage and this Agreement and the Developer hereby pledges and grants to the Lender (or the Subsidizing Agency, as applicable) a continuing security interest in said funds. Furthermore, the Developer recognizes and agrees that (i) possession of said funds by the Lender (or the Subsidizing Agency, as applicable) constitutes a bona fide pledge of said funds to the Lender (or the Subsidizing Agency, as applicable) for security purposes, (ii) to the extent required by applicable law, this Agreement, in combination, as necessary, with other documents referred to herein, constitutes a valid and binding security agreement, and (iii) the validity and effectiveness of said pledge will not be compromised if said funds are held in a bank or other financial institution. The Developer further acknowledges and agrees that, notwithstanding any nomenclature or title given to the Excess Equity Account by the

bank or other financial institution at which the Excess Equity Account is held, or the fact that the Developer's tax identification number is used with respect to the Excess Equity Account, the Lender (or the Subsidizing Agency, as applicable), and not the Developer, shall be the customer of the bank or other financial institution holding the Excess Equity Account; such bank or other financial institution shall comply with instructions originated by the Lender (or the Subsidizing Agency, as applicable) directing the disposition of funds in the Excess Equity Account, without further consent of the Developer; and the Lender (or the Subsidizing Agency, as applicable), and not the Developer, shall have the exclusive right to withdraw funds from the Excess Equity Account.

(h) Payment of fees and profits from capital sources for the initial development of the Development to the Developer and/or the Developer's related party consultants, partners and legal or beneficial owners of the Development shall, be limited to no more than ten percent (10%) of Total Development Costs, net of (i) such fees and profits, and (ii) any working capital or reserves intended for operation of the Development and approved by the Subsidizing Agency. Such limited payment of fees and profits shall not include fees or profits paid to any other party, whether or not related to the Developer, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Development. The Developer shall comply with the requirements of Section 20 below regarding Cost Certification. In accordance with the requirements of 760 CMR 56.04(8)(e), in the event that the Subsidizing Agency determines, following examination of the Cost Certification submitted by the Developer pursuant to Section 20 below, that amounts were paid or distributed by the Developer in excess of the above limitations (the "Excess Distributions"), the Developer shall pay over in full such Excess Distributions to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency as provided herein.

For the purposes hereof, the term "Total Development Costs" shall mean the total of all costs associated with acquisition, construction (including construction contingency), and general development (such as architectural, engineering, legal, and financing fees, insurance, real estate taxes and loan interest) for the Development. Total Development Costs include (i) developer overhead and developer fees, and (ii) any capitalized reserves intended for operation of the Development and approved by the Subsidizing Agency as being specifically excluded from the calculation of fees and profits payable from capital sources for the initial development of the Development.

(i) The Developer shall apply Development Revenues in the following order of priority: (x) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Loan; and (y) payment of or adequate reserve for all reasonable and necessary expenses of the Development as identified below. With respect to the application of Development Revenues as described above, the Developer agrees as follows:

(i) Payment for services, supplies, or materials shall not exceed the amount ordinarily and reasonably paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials furnished;

(ii) Reasonable and necessary expenses which may be payable pursuant to subsection (i), above, shall be directly related to the operation, maintenance or management of the Development; and

(iii) Without the Subsidizing Agency's prior written consent, the Developer may not assign, transfer, create a security interest in, dispose of, or encumber any Development Revenues except in connection with the Construction Loan, the Permanent Loan and any refinancing thereof and as expressly permitted herein.

(j) Notwithstanding anything to the contrary contained in this Agreement, a distribution resulting from the proceeds of a sale or refinancing of the Development shall not be regulated by this Agreement. A sale or refinancing shall not result in a new evaluation of Developer's Equity.

MANAGEMENT OF THE DEVELOPMENT

8. The Developer shall maintain the Development in good physical condition in accordance with the Subsidizing Agency's requirements and standards and the requirements and standards of the Mortgage and any applicable Housing Subsidy Program. The Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, the Subsidizing Agency shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, the Subsidizing Agency has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

9. Prior to Substantial Completion, the following actions, without limitation, shall be subject to the Subsidizing Agency's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed):

(a) any change, substitution or withdrawal of any general partner, manager, or agent of the Developer; or

(b) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation,

any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation;

(c) the sale, conveyance, transfer, ground lease, or exchange of the Developer's interest in the Development or any part of the Development.

Prior to any transfer of ownership of the Development or any portion thereof or a Beneficial Interest therein, the Developer agrees to secure from the transferee a written agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement.

10. After Substantial Completion, Developer shall provide the Subsidizing Agency with thirty (30) days' prior written notice, of any sale, conveyance, transfer, ground lease or exchange of the Developer's interest in the Development or any part of the Development, but no consent shall be required. As in Section 9 above, prior to any transfer of ownership of the Development or any portion thereof or interest therein, the Developer agrees to secure from the transferee a written agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement.

BOOKS AND RECORDS

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of the Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by DHCD and/or the Subsidizing Agency from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Subsidizing Agency or DHCD. Failure to keep such books and accounts and/or make them available to the Subsidizing Agency or DHCD will be an Event of Default hereunder.

ANNUAL FINANCIAL REPORT

12. (a) Within ninety (90) days following the end of each Fiscal Year of the Development, the Developer shall furnish the Subsidizing Agency with a complete annual financial report for the Development based upon an examination of the books and records of the Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of the Subsidizing Agency which include: (i) financial statements submitted in a format acceptable to the Subsidizing Agency; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of the Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by the Subsidizing Agency.

(b) In addition to the financial information required to be furnished by the Developer to the Subsidizing Agency pursuant to Section 12(a) above, the Developer shall furnish to the Subsidizing Agency, within ninety (90) days of the end of its Fiscal Year, an Audited Annual Limited Dividend Financial Report (including a certificate from the independent certified public accountant (the "CPA") who prepared the Developer's audited financial statements) in the form then required by the Subsidizing Agency. The Subsidizing Agency's agreement to waive or modify the requirement of an Audited Annual Limited Dividend Financial Report for a given Fiscal Year shall not be deemed to constitute a waiver or modification of the requirement of an Audited Annual Limited Dividend Financial Report for any subsequent Fiscal Year. Should the Developer fail in any given year to comply with its obligations under this subparagraph, the Developer acknowledges and agrees that such failure constitutes a knowing waiver and relinquishment of any Limited Dividend Distributions to which it might otherwise be entitled for such Fiscal Year pursuant to Sections 7(c) and/or 7(e) above.

(c) Such Audited Annual Limited Dividend Financial Report shall be accompanied by a Certificate of Developer (in the form as then reasonably required by the Subsidizing Agency) certifying to the Developer's best knowledge and belief, under the pains and penalties of perjury, as to matters such as, without limitation, the fact that (i) the Developer has made available all necessary financial records and related data to the CPA who prepared the Audited Annual Limited Dividend Financial Report, (ii) there are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the Audited Annual Limited Dividend Financial Report, (iii) the Developer has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have significant roles in internal control, or others where the fraud could have a material effect on the Audited Annual Limited Dividend Financial Report and has no knowledge of any allegations of fraud or suspected fraud affecting the Developer or the Development received in communications from employees, former employees, subcontractors, regulators, or others, and (iv) the Developer has reviewed the information presented in the Audited Annual Limited Dividend Financial Report and believes that such determination is an appropriate representation of the Development.

(d) The Subsidizing Agency shall have sixty (60) days after the delivery of the Audited Annual Limited Dividend Financial Report to accept it, to make its objections in writing to the Developer and the Developer's CPA, or to request from the Developer and/or CPA additional information regarding it. If the Subsidizing Agency does not object to the Audited Annual Limited Dividend Financial Report or request additional information with respect to it, the Audited Annual Limited Dividend Financial Report shall have been deemed accepted by the Subsidizing Agency. If the Subsidizing Agency shall request additional information, then the Developer shall provide the Subsidizing Agency with such additional information as promptly as possible and the Subsidizing Agency shall have an additional thirty (30) days thereafter to review such information and either accept or raise objections to such Audited Annual Limited Dividend Financial Report. If no such objections are made within such thirty day (30) period, the Audited Annual Limited Dividend Financial Report shall be deemed accepted by the Subsidizing Agency.

To the extent that the Subsidizing Agency shall raise any objections to such Audited Annual Limited Dividend Financial Report as provided above, then the Developer and the Subsidizing Agency shall consult in good faith and seek to resolve such objections within an additional thirty (30) day period. If any objections are not resolved during such period, then the

Subsidizing Agency may enforce the provisions under this Section 12 by the exercise of any remedies it may have under this Agreement.

(e) If upon the acceptance of an Audited Annual Limited Dividend Financial Report as provided above, such Audited Annual Limited Dividend Financial Report shall show that the aggregate Distribution Payments to the Developer during the applicable Fiscal Year exceed the allowable Limited Dividend Distribution for the Developer, then upon thirty (30) days written notice from the Subsidizing Agency, the Developer shall cause such excess to be deposited in the Excess Equity Account from sources other than Development Revenues to the extent not otherwise required by the Lender to remain with the Development.

If such Audited Annual Limited Dividend Financial Report as accepted shall show that there are Development Revenues which are in excess of the allowable Limited Dividend Distribution which the Developer has not distributed ("Excess Development Revenues"), such amounts shall be applied as provided in Section 7(e) above within thirty (30) days after the acceptance of the Audited Annual Limited Dividend Financial Report as set forth in subsection (d) above.

FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

13. At the request of the Subsidizing Agency, the Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development. The Developer covenants and agrees to secure and maintain on file for inspection and copying by the Subsidizing Agency such information, reports and certifications as the Subsidizing Agency may reasonably require in writing in order to insure that the restrictions contained herein are being complied with. The Developer further covenants and agrees to submit to the Subsidizing Agency annually, or more frequently if required in writing by the Subsidizing Agency, reports detailing such facts as the Subsidizing Agency reasonably determines are sufficient to establish compliance with the restrictions contained hereunder, copies of leases for all Affordable Units, and a certification by the Developer that, to the best of its knowledge, the restrictions contained herein are being complied with. The Developer further covenants and agrees promptly to notify the Subsidizing Agency if the Developer discovers noncompliance with any restrictions hereunder.

NO CHANGE OF DEVELOPMENT'S USE

14. Except to the extent permitted by the Comprehensive Permit, as it may be amended pursuant to the Comprehensive Permit Rules, the Developer shall not change the type or number of Affordable Units without prior written approval of the Subsidizing Agency and an amendment to this Agreement. Except to the extent permitted by applicable zoning requirements then in effect, the Developer shall not permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the Comprehensive Permit.

NO DISCRIMINATION

15. (a) There shall be no discrimination upon the basis of race, color, disability, religion, sex, familial status, sexual orientation, national origin, genetic information, ancestry, children, marital status, public assistance reciprocity or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the construction, operation and management of the Development.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, color, disability, religion, sex, familial status, sexual orientation, national origin, genetic information, ancestry, children, marital status, public assistance reciprocity or any other basis prohibited by law, and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference as requested by the Municipality and approved by the Subsidizing Agency. Failure or refusal to comply with any such provisions shall be a proper basis for the Subsidizing Agency to take any corrective action it may deem necessary including, without limitation, referral to DHCD for enforcement.

DEFAULTS; REMEDIES

16. (a) If any default, violation, or breach of any provision of this Agreement is not cured to the satisfaction of the Subsidizing Agency within thirty (30) days after the giving of notice to the Developer as provided herein, then at the Subsidizing Agency's option, and without further notice, the Subsidizing Agency may either terminate this Agreement, or the Subsidizing Agency may apply to any state or federal court for specific performance of this Agreement, or the Subsidizing Agency may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. No party other than the Subsidizing Agency or its designee shall have the right to enforce the Developer's compliance with the requirements of this Agreement. The thirty (30) day cure period set forth in this paragraph shall be extended for such period of time as may be necessary to cure a default so long as the Developer is diligently prosecuting such a cure.

(b) If the Subsidizing Agency elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by DHCD for purposes of the Act shall from the date of such termination be determined solely by DHCD rules and regulations then in effect.

(c) In the event the Subsidizing Agency or its designee brings an action to enforce this Agreement, unless the Developer prevails in such action the Developer shall pay all fees and expenses (including legal fees) of the Subsidizing Agency and/or its designee. In such event, the Subsidizing Agency and/or its designee shall be entitled to seek recovery of its respective fees and expenses incurred in enforcing this Agreement against the Developer and to assert a lien on the

Development, junior to the lien securing the Loan, to secure payment by the Developer of such fees and expenses. The Subsidizing Agency and its designee may perfect a lien on the Development by recording/filing in the Registry one or more certificates setting forth the amount of the costs and expenses due and owing.

(d) The Developer hereby grants to the Subsidizing Agency or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement, or of taking all actions with respect to the Development which the Subsidizing Agency may determine to be necessary or appropriate to prevent, remedy or abate any violation of this Agreement.

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. The Subsidizing Agency intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay the Subsidizing Agency fees as partial compensation for its services hereunder, as set forth on Appendix B hereto, initially in the amounts and on the dates therein provided, and hereby grants to the Subsidizing Agency a security interest in Development Revenues as security for the payment of such fees subject to the lien of the Mortgage and this Agreement shall constitute a security agreement with respect thereto.

18. The Subsidizing Agency shall have the right to engage a third party (the "Monitoring Agent") to monitor compliance with all or a portion of the ongoing requirements of this Agreement. The Subsidizing Agency shall notify the Developer and the Municipality in the event the Subsidizing Agency engages a Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Monitoring Agent an annual monitoring fee in an amount reasonably determined by the Subsidizing Agency, payable within thirty (30) days of the end of each Fiscal Year of the Developer during the Term of this Agreement, but not in excess of the amounts as shown on Appendix B hereto and any fees payable under Section 17 hereof shall be net of such fees payable to a Monitoring Agent; and (ii) the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as the Subsidizing Agency under this Agreement, and shall act on behalf of the Subsidizing Agency hereunder, to the extent that the Subsidizing Agency delegates its rights and duties by written agreement with the Monitoring Agent. The Monitoring Agent shall apply and adhere to the applicable standards, guidance and policies of DHCD relating to the administrative responsibilities of subsidizing agencies where available, and otherwise shall apply and adhere to the standards and practices of the Subsidizing Agency where applicable.

CONSTRUCTION AND FINAL COST CERTIFICATION

19. The Developer shall provide to the Subsidizing Agency evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications. Upon Substantial Completion, the Developer shall provide the Subsidizing Agency with a certificate of the architect for the Development in the form of a "Certificate of Substantial Completion" (AIA Form G704) or such other form of completion certificate acceptable to the Subsidizing Agency.

As used herein, the term "Substantial Completion" shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.

20. Within ninety (90) days after Substantial Completion, the Developer shall provide the Subsidizing Agency with its Cost Certification for the Development. The Subsidizing Agency may allow additional time for submission of the Cost Certification if significant issues are determined to exist which prevent the timely submission of the Cost Certification, and may in certain circumstances (such as a halt in construction for a significant period of time) require submission of an interim Cost Certification within ninety (90) days of written notice to the Developer.

For the purposes hereof the term "Cost Certification" shall mean the Developer's documentation which will enable determination by the Subsidizing Agency of the aggregate amount of all Allowable Development Costs as a result of its review and approval of: (i) an itemized statement of Total Development Costs together with a statement of gross income from the Development received by the Developer to date, all in the format provided in the Subsidizing Agency's Cost Examination Program, which Cost Certification must be examined (the "Cost Examination") in accordance with the attestation standards of the American Institute of Certified Public Accountants (AICPA) by an independent certified public accountant (CPA) and (ii) an owner's certificate, executed by the Developer under pains and penalties of perjury, which identifies the amount of the Construction Contract, the amount of any approved Change Orders, including a listing of such Change Orders, and any amounts due to subcontractors and/or suppliers. "Allowable Development Costs" shall mean any hard costs or soft costs paid or incurred with respect to Development as determined by and in accordance with the Guidelines.

21. In order to ensure that the Developer shall complete the Cost Certification as and when required by Section 20 hereof and, if applicable, pay any Excess Distributions to the Municipality, the Developer has provided the Subsidizing Agency with adequate financial surety (the "Surety") provided through a letter of credit, bond or cash payment in the amounts and in accordance with the Comprehensive Permit Rules and in a form approved by the Subsidizing Agency. If the Subsidizing Agency shall determine that the Developer has failed in its obligation to provide Cost Certification as and when described above or to pay over to the Municipality any Excess Distributions, the Subsidizing Agency may draw on such Surety in order to pay the costs of completing Cost Certification and/or paying such Excess Distribution amounts due plus reasonable attorneys fees and collections costs.

TERM

22. (a) This Agreement shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns, and the Subsidizing Agency and its successors and assigns, until the date which is thirty (30) years from the date hereof (the "Term"). Upon expiration of the Term, this Agreement and the rights and obligations of the Subsidizing Agency hereunder shall automatically terminate without the need of either party executing any additional document. The rights and obligations of the Developer and of the Subsidizing Agency under this Agreement

shall continue for the Term, regardless of whether the loan from the NEF Lender is still outstanding. Prior to the expiration of the Term, the Developer shall enter into a use agreement with the Municipality, or as otherwise required by the Comprehensive Permit Rules, ensuring that the Development will comply with the continued affordability requirements applicable to the Development.

(b) Notwithstanding subsection (a) above, the provisions of Section 7 herein shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and the Subsidizing Agency and its successors and assigns, and the Municipality and its successors and assigns, until the date which is the later of (i) the expiration of the term of the Loan or (ii) fifteen (15) years from the date of Substantial Completion (the "Limited Dividend Term").

INDEMNIFICATION/LIMITATION ON LIABILITY

23. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless the Subsidizing Agency and any Monitoring Agent against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Subsidizing Agency or the Monitoring Agent by reason of its relationship to the Development under this Agreement and not involving the Subsidizing Agency or the Monitoring Agent acting in bad faith or with gross negligence.

24. The Subsidizing Agency shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

25. Notwithstanding anything in this Agreement to the contrary, no affiliate and no partner, manager, or member of the Developer or affiliate and no officer, director, shareholder, trustee, member, manager, agent, or employee of the Developer or affiliate or of any partner, manager, or member thereof shall have any personal liability for the payment of any sum of money that is, or may become, payable by the Developer under or pursuant to this Agreement or for the performance of any obligation by the Developer arising pursuant to this Agreement, and the Subsidizing Agency shall look only to the Developer's interest in the Development for such payment or performance.

Nothing herein shall preclude the Subsidizing Agency from asserting such claims as it may have at law or in equity against the Developer for any loss or damage the Subsidizing Agency actually suffers as a result of any of the following:

- (i) a willful breach of the provisions limiting payments or distributions to partners, members, managers, or affiliates as set forth in this Agreement; or
- (ii) intentional fraud committed Developer; or
- (iii) a willful breach of a Developer warranty contained in this Agreement or a false representation of a material fact which was known to be false when made; or

(iv) a false representation knowingly made that the individual signing this Agreement on behalf of the Developer has legal capacity and is authorized to sign this Agreement on behalf of the entity on whose behalf such individual has signed.

Nothing contained in the provisions of this Section 25 or elsewhere shall limit: (i) the right of the Subsidizing Agency to obtain injunctive relief or to pursue equitable remedies under this Agreement, excluding only any injunctive relief ordering payment of obligations by any person or entity for which personal liability does not otherwise exist; or (ii) the liability of any attorney, law firm, architect, accountant or other professional who or which renders or provides any written opinion or certificate to the Subsidizing Agency in connection with the Development even though such person or entity may be an agent or employee of the Developer or of any partner, manager, or member thereof.

CASUALTY

26. Subject to the rights of the Lender, the Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by the Developer then the Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Development.

DEVELOPER'S REPRESENTATIONS, COVENANTS AND WARRANTIES

27. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a limited liability partnership duly organized under, and is qualified to transact business under, the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other

documents executed in connection with the loan from the NEF Lender, or other encumbrances permitted by the Subsidizing Agency).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

MISCELLANEOUS CONTRACT PROVISIONS

28. This Agreement may not be modified or amended except with the written consent of the Subsidizing Agency or its successors and assigns and Developer or its successors and assigns.

29. The Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

30. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

31. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

32. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

33. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of DHCD, the Subsidizing Agency, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

NOTICES

34. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

The Residences on the Charles, LLP
c/o Criterion Development Partners
37 Walnut Street, Suite 110
Wellesley Hills, MA 02481

with copies by regular mail or such hand delivery
[or facsimile transmission] to:

Joshua Davis, Esquire
Davis Law, LLC
54 Academy Street
Arlington, MA 02476

If to the Subsidizing Agency:

Massachusetts Housing Finance Agency
One Beacon Street
Boston, MA 02108
Attention: Manager of Planning and Programs
Fax: 617-854-1029

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

RECORDING

35. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to the Subsidizing Agency and the Monitoring Agent, if any, evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

GOVERNING LAW

36. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

CONFLICT; PRIORITY OF AGREEMENT

37. In the event of any conflict or inconsistency (including without limitation more restrictive terms) between the terms of the Comprehensive Permit, any other document relating to the Development and the terms of this Agreement, the terms of this Agreement shall control.

This Agreement is senior to the Mortgage and to any other mortgage encumbering the Development. Furthermore, the Developer understands and agrees that, in the event of foreclosure of the Mortgage and the exercise by the Lender of the power of sale therein, the Development will be sold subject to the restrictions imposed hereby. The Developer acknowledges that any discharge or termination of this Agreement shall not affect the validity or enforceability of the Comprehensive Permit or the obligations of the Developer to comply with the provisions thereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

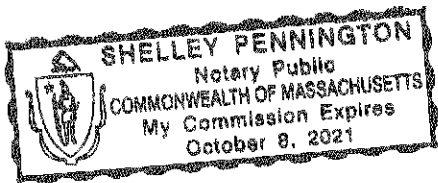
THE RESIDENCES ON THE CHARLES, LLP:

By: [Signature]
Name: JOHN J. ENGLERT
Title: MANAGER

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this 7 day of October, 2021, before me, the undersigned notary public, John Englert personally appeared, proved to me through satisfactory evidence of identification, which was: [] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [X] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he [she] signed it voluntarily for its stated purpose, as manager/managing member for The Residences on the Charles, LLP, a limited liability partnership.



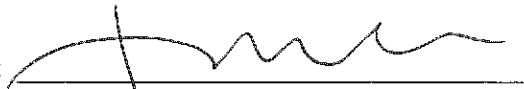
Shelley Pennington
Notary Public
My Commission Expires: 10/8/21

Attachments:

Acknowledgment of Zoning Board of Appeals

- Exhibit A – Legal Description
- Appendix A – Rent Schedule
- Appendix B – Subsidizing Agency Fees

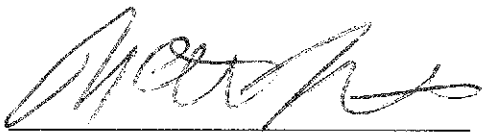
MASSACHUSETTS HOUSING
FINANCE AGENCY, as Subsidizing
Agency as aforesaid

By: 
Jessica Malcolm, Manager
Planning and Programs

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex ss.

On this 6 day of October, 2021, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was: at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as Manager of the Massachusetts Housing Finance Agency, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended.



Notary Public
My Commission Expires: 05/19/2028

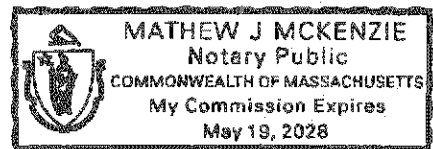


EXHIBIT A

LEGAL DESCRIPTION

A certain parcel of land situated in Newton, Massachusetts and shown on a plan entitled "Plan of Land in Newton, Massachusetts belonging to the Codex Corporation" prepared by Cleverdon, Varney & Pike, Consulting Engineers dated February 19, 1970 and recorded with the Middlesex South District Registry of Deeds in Book 11870, Page 694, bounded and described according to said plan as follows:

- Easterly by Riverdale Avenue, one hundred seventy (170) feet;
- Southeasterly by the intersection of Riverdale Avenue and Midland Avenue, twenty-three and 56/100 (23.56) feet;
- Southerly by Midland Avenue, fifty-five and 70/100 (55.70) feet;
- Easterly across Midland Avenue and by land of others, two hundred twenty-five (225) feet;
- Southerly by land of others, one hundred twenty (120) feet;
- Westerly by Los Angeles Street and across Midland Avenue again, two hundred twenty-five (225) feet;
- Southerly by Midland Avenue, one hundred fifty and 02/100 (150.02) feet;
- Southwesterly by land of others, twenty-six and 05/100 (26.05) feet;
- Westerly by land of others, three hundred fifty-eight and 16/100 (358.16) feet;
- Northwesterly,
Northerly,
Northeasterly,
and Easterly by land of the Commonwealth of Massachusetts (MDC) in six (6) courses measuring thirty-one and 74/100 (31.74) feet, one hundred forty-seven and 64/100 (147.64) feet, one hundred twenty-five and 56/100 (125.56) feet; and one hundred six and 50/100 (106.50) feet, twenty-five and 10/100 (25.10) feet, and seventeen and 93/100 (17.93) feet, respectively.

**APPENDIX A
RENT SCHEDULE (INITIAL)**

<p>Low-Income</p> <p>Rent Set at 30% of 50% AMI (3BR) or 30% of 65% AMI (2BR)</p> <p>Qualify with Income at or Below 65% AMI (2BR), or 50% AMI (3BR)</p>

<p>Low/Moderate-Income¹</p> <p>Rent Set at 30% of 80% AMI</p> <p>Qualify with Incomes at or Below 80% of AMI</p>
--

<p>Market Rate</p> <p>Unrestricted</p>

Number of Bedrooms	1 BR	2 BR	3 BR
Number of Units	NA	1	1
Net SF/Unit	---	1,148	1,295
Elev. (E) / Non-Elev. (N)		E	E
Applicable Base/Gross Rent:		\$1,766	\$1,745
Per: [Boston/Cambridge /Quincy ²] HMFA			
Utility Allowance**		\$266	\$362
Tenant Rent*		\$1,500	\$1,383

Studio	1 BR	2 BR	3 BR
5	22	17	5
479	685	1,052	1,208
E	E	E	E
\$1,768	\$1,895	\$2,273	\$2,627
\$112	\$170	\$266	\$362
\$1,656	\$1,725	\$2,007	\$2,625

Studio	1 BR	2 BR	3 BR
15	65	56	17
513	685	1,083	1,239
E	E	E	E
\$TBD	\$TBD	\$TBD	\$TBD
N/A	N/A	N/A	N/A
\$TBD	\$TBD	\$TBD	\$TBD

* **Tenant Rents** are net of utility allowances. The total of tenant rent and utility allowance may not exceed the Applicable Base/Gross Rent.

****Utility Allowances** are based on the attached schedule or matrix prepared by the Newton Housing Authority and dated 1/1/2021, as the same may be amended from time to time. The dollar amount listed assumes the following utilities are to be paid by the tenant: *[list all that apply or "All utilities included in rent."]*
 Electric Heat Pump for the Hi-Rise Housing Type;
 Electric Water Heating; Electric Cooking Fuel; and Electricity
 Water and Sewer

The following utilities are to be paid by the owner/landlord and included in the rent: *[list all that apply or "none"]*
 None

[If alternative method for calculation of utility allowances is employed, describe here in detail.]

¹ Maximum NEF Ch. 40B affordable unit Rent Limits are calculated based on 30% of the 80% of the Area Median Income (AMI) Limit as derived from income limits published annually by HUD. Changes to the published income limits will result in changes to the rent limits. Unless subsidized under another housing subsidy program, the 80% of AMI Limit also is the standard used to qualify for occupancy at NEF Ch. 40B affordable housing developments.

² Identify subject income limit area, i.e. Metropolitan Statistical Area (MSA) or HUD Metro FMR Areas (HMFA) – See "Area" definition.

APPENDIX B

FEES PAYABLE TO SUBSIDIZING AGENCY

- **MassHousing NEF Rental Regulatory Agreement Affordability and Limited Dividend Monitoring Fees**
 - Initial Fee Due upon Execution of the Regulatory Agreement by MassHousing
 - \$900 per affordable unit
 - Annual Fee Payable at the time of Initial Occupancy and Annually thereafter
 - \$260.00 per affordable unit per year, with a 2% increase annually on July 1st.

ACKNOWLEDGEMENT OF ZONING BOARD OF APPEALS

The undersigned duly authorized Chairman and members of the Newton Zoning Board of Appeals hereby acknowledges that, after due consideration of the Developer's request, pursuant to the requirements of 760 CMR 56.05(11), the Board hereby agrees that the foregoing Regulatory Agreement satisfies the requirements of the Comprehensive Permit as defined therein. Without limiting the generality of the foregoing, the units in the Development required to be affordable under the Comprehensive Permit shall be affordable if such units are rented in accordance with Section 3, 4 and 5 of the foregoing Regulatory Agreement; any local preference as requested by the Municipality and approved by the Subsidizing Agency shall be implemented only at initial rent-up and only to the extent in compliance with applicable state and federal fair housing rules; and compliance with the limited dividend requirement shall be determined solely by the Subsidizing Agency under the Regulatory Agreement using the standards of the Subsidizing Agency applicable to comprehensive permit projects in accordance with the Comprehensive Permit Rules. In addition, the conflict provision of the Regulatory Agreement shall control over any conflict provision of the Comprehensive Permit.



Name:
Chairman, Newton Zoning Board of Appeals

Name:

Name:

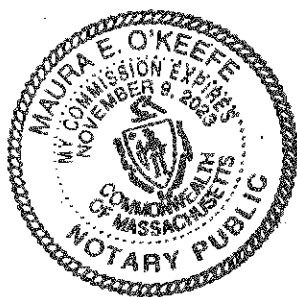
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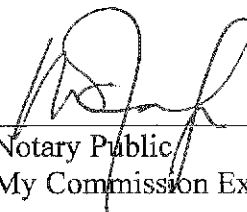
Name:

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this 5th day of October, 2021, before me, the undersigned notary public, Brooke K. Lipsitt personally appeared, proved to me through satisfactory evidence of identification, which was: identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as the Chairman of the Newton Zoning Board of Appeals, for the City of Newton.





Notary Public
My Commission Expires: 11/9/23



CITY OF NEWTON, MASSACHUSETTS

Urban Design Commission

MEETING MINUTES

A meeting of the City of Newton Urban Design Commission (UDC) was held virtually on Wednesday, **March 15, 2022** at 7:00 p.m. via Zoom
<https://us02web.zoom.us/j/88507603827>

Ruthanne Fuller,
Mayor

The Chair, Michael Kaufman, called the meeting to order at 7:03 P.M.

Barney Heath,
Director
Planning & Development

I. Roll Call

Those present were Michael Kaufman (Chair), Jim Doolin, John Downie, and Bill Winkler. Shubee Sikka, Urban Designer, was also present.

Shubee Sikka,
Urban Designer
Planning & Development

II. Regular Agenda

Sign Permits

Mr. Kaufman asked if the Commission felt there were any applications they could approve without discussion. The Commission agreed to approve the following signs without discussion:

Members
Michael Kaufman, Chair
Jim Doolin, Vice Chair
John Downie
William Winkler
Visda Saeyan

Sign Permits

1. 300 Needham Street – V/O Medspa

Proposed Signs:

- One wall mounted principal sign, externally illuminated, with approximately 48 sq. ft. of sign area on the western building façade facing Needham Street.

MOTION: Mr. Kaufman made a motion to approve the sign at 300 Needham Street – V/O Medspa. Mr. Downie seconded the motion, and none opposed. All the members present voted, with a 4-0 vote, Michael Kaufman, Jim Doolin, John Downie, and William Winkler in favor and none opposed.

1000 Commonwealth Ave.
Newton, MA 02459
T 617/796-1120
F 617/796-1142

2. 714 Beacon Street – Beth Israel Lahey Health Primary Care

Applicant/Representative: Jeff Sarra

Proposed Signs:

- One wall mounted secondary sign, internally illuminated, with approximately 93 sq. ft. of sign area on the northern façade facing Beacon Street.

Presentation and Discussion:

- The UDC asked about why the proposed sign will need a special permit. Staff responded that they need a special permit because of two

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- reasons, it is greater than 50 sq. ft. and there is an existing blade sign on the same façade.
- The applicant mentioned that the proposed sign is big because of the logo, there is a lot of dead space which needs to be counted in the area calculation of the sign.

MOTION: Mr. Kaufman made a motion to recommend the sign for approval for the signs at 714 Beacon Street – Beth Israel Lahey Health Primary Care. Mr. Winkler seconded the motion, and none opposed. All the members present voted, with a 4-0 vote, Michael Kaufman, Jim Doolin, John Downie, and William Winkler in favor and none opposed.

Comprehensive Sign Package

1. 1-55 Boylston Street – The Street (continued from February meeting)

Applicant/Representative: Amanda Chisholm, WS Development

Proposed Signs:

- Three new wall directory signs on the eastern façade of 27 Boylston Street (W5).
- Three new column capital signs on the eastern façade of 27 Boylston Street (W6).
- Three new directory signs on the southern façade of 27 Boylston Street (W5).
- One free-standing vehicular directional sign, with 3 sq. ft. of sign area, in a landscaped island north of 27 Boylston Street (M3).
- The applicant has also extended sign bands and tenant sign locations for 27 Boylston Street south and west elevation.

Presentation and Discussion:

- The applicant's representative provided a recap of the discussion at February meeting about additional signage to the north and south elevations of 27 Boylston Street which is currently under reconstruction. UDC had asked the applicant to take the inspiration images and have the design team show them on the renderings of the elevations and the applicant shared her screen to show those images. The applicant commented that they are at the beginning of the design phase, and these are just inspiration images, and the final signage will not look like these inspiration images. Mr. Kaufman asked if the location was set, and the applicant responded affirmatively. Mr. Kaufman commented that these images are very helpful, they make much better sense to understand the proposal.
- Staff asked the Commission if they would like to include these inspiration images in the final sign package or just show the sign bands since these will all change. Mr. Kaufman responded that these should be included in the sign package with a note that these are inspiration examples.
- Mr. Winkler asked about the two round columns shown in one of the renderings, are there any signs on the columns? The applicant responded there are showing tenant names on the columns, but they are more likely to do graphic or an art piece than tenant names and the team is still discussing it. The applicant mentioned that they wanted to show a couple of examples of what they are contemplating but this may change to an art piece than a sign.
- Mr. Doolin commented that the sign package with the note in red is good as presented but it could also be put in an appendix or a reference material document.
- Mr. Downie asked if the list of tenants on the column the same list of tenants as shown in the mural next to it. The applicant responded that it is the same list of tenants and that is why it is

unlikely that it would be the tenants on the column. Mr. Downie commented that sort of repetition would be unfortunate. The applicant responded it's more about the angles of approach. So, the column itself is likely to be just art and if you're heading straight in you have that direct drag on the glass and if you're heading from west to east on the property, you can see that directory that's angled out. But this is still in inspiration phase, so the applicant wanted to show a couple of examples of could be done on columns and other places across the property. At 55 Boylston where the theater is, there is something like this which is just 10 listings that was approved in the original package. So, this is just literally a pull from there to show an example of what could be done in other parts of the property.

- Mr. Downie commented that it will be good if it was one or the other but not both. Mr. Winkler agreed and commented that he is not thrilled with the boxes in the art mural that have pink, blue and dark blue. Mr. Doolin clarified that there are two questions now, Mr. Winkler is asking about the nature of the wall sign and Mr. Downie is asking about combination of both signs (wall signs and column signs). The applicant responded that if UDC would like them to remove the column signs, then they could do remove them and just do art on columns. Mr. Downie commented that he has no problems with art/graphics on the columns, it will be too much signage if there were signs on the wall and the columns. The applicant responded that they would remove signage from the columns. Staff recommended that the applicant submit the revised sign package which doesn't show the signs on the columns. Staff also pointed out that there are also signs on the glass/window. Mr. Downie commented that he's okay with the window signs, it's helpful to have those signs from Wayfinding standpoint. Mr. Doolin and Mr. Kaufman agreed with Mr. Downie's suggestion.
- Mr. Kaufman asked staff about next steps for this application. Staff responded that UDC will need to send a recommendation to the Land Use Committee to amend the special permit.
- Mr. Winkler asked if UDC will review the signs when they apply for a permit? The staff responded that it would depend on the special permit once its issued. In the past special permits for this property, if the proposed signs are consistent with the comprehensive sign package, then it only requires administrative review.

MOTION: Mr. Kaufman made a motion to recommend the comprehensive sign package for approval 1-55 Boylston Street with an exception. Mr. Doolin seconded the motion, and none opposed. All the members present voted, with a 4-0 vote, Michael Kaufman, Jim Doolin, John Downie, and William Winkler in favor and none opposed. The only exception is to remove the signage from the columns.

Staff informed the Commission that they received an email from the fence appeal applicant that they were not able to get a letter from the neighbor, so they have requested to continue the hearing to the next meeting.

III. Old/New Business

1. Meeting minutes

The Commission reviewed the minutes of January meeting.

MOTION: Mr. Kaufman made a motion recommending approval of the regular meeting minutes for January as submitted. Mr. Downie seconded the motion. All the members present voted, with a 4-0 vote, Michael Kaufman, Jim Doolin, John Downie, and William Winkler in favor and none opposed. The decision is hereby incorporated as part of these minutes.

IV. ADJOURNMENT

Mr. Kaufman made a motion to adjourn the meeting and there was general agreement among the members.

The meeting was adjourned at 7:47 p.m.

Respectfully submitted by Shubee Sikka

Approved on

DRAFT

THE STREET: CHESTNUT HILL

SIGNAGE PACKAGE

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I. OVERVIEW
SIGN PROGRAM: REQUEST FOR LIMITED RELIEF

During its tenure as owner and manager of The Street, the Applicant has invested heavily in several phases of carefully designed and thoughtfully curated transformation. In addition to bringing new and exciting top tier tenants, a diversification of uses, and building redevelopment, the Applicant has also holistically upgraded pedestrian and vehicular area with new sidewalks, landscaping, pavement and lighting. With the completion of its most recent redevelopment phase in the Spring of 2017, The Street now has a mix of fresh and exciting retailers, restaurants, cinema, boutique fitness clubs, offices, and fantastic public spaces in an open air pedestrian friendly environment. The Street houses brands such as Lululemon, Simon Pearce, National Amusement's Showcase Superluxe, and also supports local tenants such as The Bagel Table, Chef Ronsky, and Portobello Road. The current property is a collection of six distinct buildings comprising a total of 406,000 square feet with exceptional access and presence on Route 9.

An important element that the property deserves to connect it's unique components is a high quality, clear pedestrian and vehicular wayfinding signage program. Because of the linear nature of the property, it is especially important to have quality wayfinding signage to allow both pedestrians and vehicles to safely and efficiently navigate our property and to create overall connectivity and cohesion. This document provides an update to our current Comprehensive Sign Permit (2013) with a re-branded free-standing ground sign package. It also provides an updated set of elevations for the 2013 approved wall sign waivers in order to visually clarify the location of both conforming wall signs and those approved by waivers. 55 Boylston has seen infill since the 2013 Special Permit approval and the architectural elevations have been updated to show the wall signage on the new building exterior.

SIGN PROGRAM: PROPERTY MANAGEMENT TEAM

As owner and manager of The Street, the Applicant's team includes professionals responsible for all on-property signage, for two different categories of signs.

1.) Tenant-installed signage- Each tenant designs and installs its own signage consisting of one or more sign pieces. The number, location, size and details of design & fabrication are subject to the City's Zoning ordinance or the property specific sign waivers approved through special permit in 2013. In addition, tenant signs are also subject to the applicant's Tenant Design Manual, which provides much detail to guide individually prepared tenant signs. Before any tenant may apply to Inspectional Services for its sign permit, the applicant's Tenant Coordinator works closely with the tenant to ensure zoning or waiver conformance and to ensure overall compatibility. Prior to permit submittal, each tenant must obtain final written approval of its signage by the Applicant's Tenant Coordinator, which is attached to the application that Inspectional Services receives. Included with this packafe are typical sign bands for the existing facades as of 2022 at our buildings. Facades are often changed out with new tenants ocming in so these are provisional locations based on current tenants.

2.) Common area signage-The Applicant's property management team installs ground and wall mounted signs which present various types of messaging, including: select tenants' names & branding; place names; wayfinding; advertising; marketing & events information; holiday décor; and other similar content. These signs are designed, fabricated and installed by the Applicant (although in some instances a tenant's sign piece is a distinct and integral part of a common area sign). The Applicant submits sign permit applications for common area signs to the City. The management and maintenance of these common area signs by Applicant's property management team occurs on a continuing basis with content revised and updated as appropriate.

II. Existing Sign Waivers

Waivers:

1. Theatre Signs

There may be two principal wall signs, one located on each of two building walls, each sign of up to 150 square feet.

There may be two secondary wall signs, expressive of the theatre's integral food service, to be located on the same building walls as the theatre's principal wall signs, of up to 75 square feet for each sign.

The theatre marque sign may also include or feature the brand name of the theatre.

2. Additional Principal Wall Sign for a Business Establishment Not Facing Boylston Street

For each business establishment of at least 2,000 square feet in size, and for which its store frontage is not substantially facing Boylston Street, there may be a third principal wall sign of up to 100 square feet, in the form of a perpendicular blade wall sign, located on the side of the building facing Boylston Street.

3. Secondary Signs

For each business establishment which also serves food, there may be additional secondary signs of up to 100 square feet.

4. Canopy Signs

For each business establishment whose storefront building wall includes any architectural canopy, its principal wall sign may be affixed to the canopy at any position on, above or below the canopy, of up to 100 square feet.

There may be an additional secondary blade sign affixed to the underside of the canopy, as long as it is affixed perpendicular to the building wall, of up to 50 square feet.

5. Wall Directory Signs

Wall directory signs may include multiple tenant names of tenants within any building on the property. The selection of tenant names may change at the discretion of the owner. Each tenant sign may be up to 100 square feet.

6. Blade Panel and Column Capital Signs

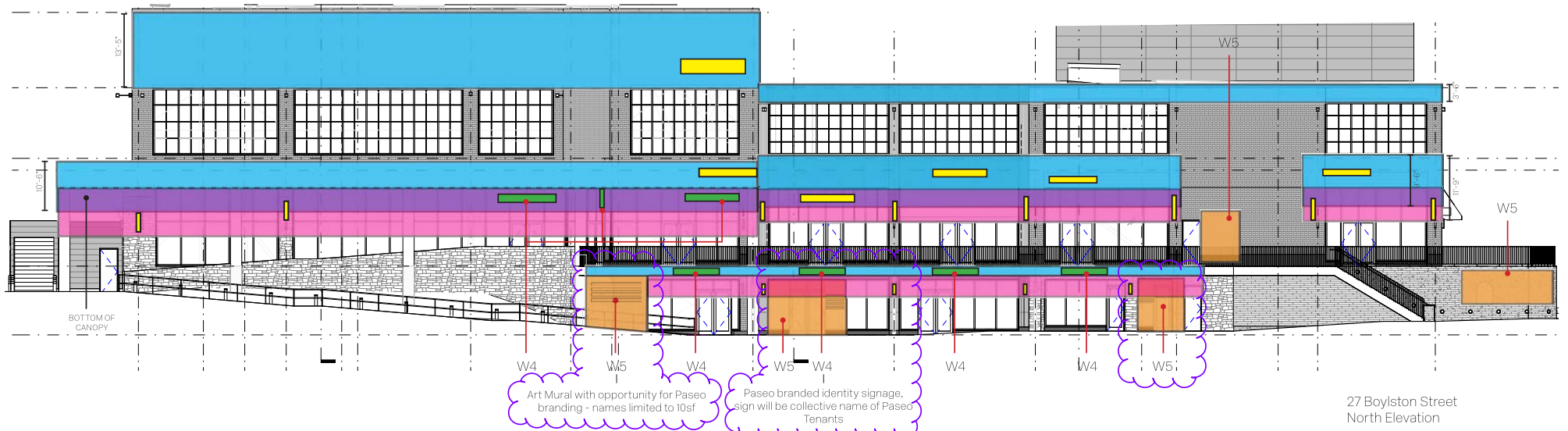
Subject to conformity to the maximum area requirements established by special permit waiver, blade panel and column capital signs may change at the discretion of the owner following review and approval by the Owner and the Planning Department, following consultation with the Urban Design Commission.

7. Wall Panels

Subject to conformity to the maximum area requirements established by special permit waiver, wall panel signs may change at the discretion of the owner following review and approval by the Owner and the Planning Department, following consultation with the Urban Design Commission.

8. Upper Story Signs

For retail, restaurant or health club tenants of minimum 5,000 square feet occupancy, and located on or above the second floor of a building, such tenant may have two additional secondary signs of up to 100 square feet in aggregate. Such signs may be located on the same wall as any principal wall sign.



27 Boylston Street
North Elevation

Art Mural with opportunity for Paseo branding - names limited to 10sf

Paseo branded identity signage, sign will be collective name of Paseo Tenants

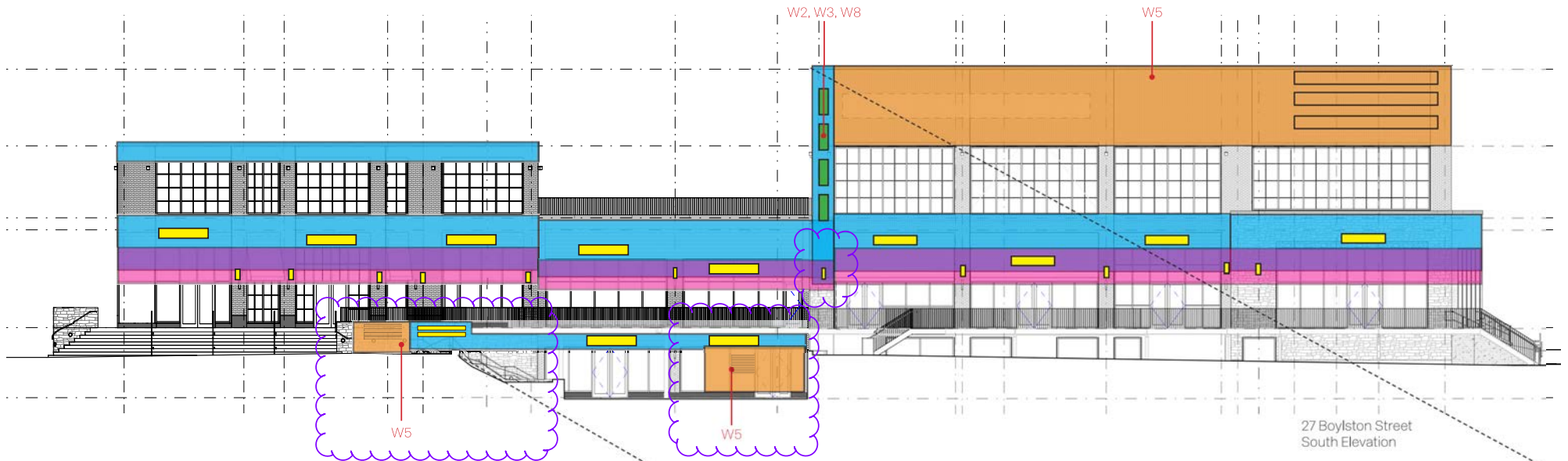
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 - Tenant Sign: Conforming (Example/Provisional Location)
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 - Green: W1 - Theatre Sign
W2 - Additional Principal Wall Sign - Pondsides Tenant
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W8 - Upper Story Sign
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W6 - Blade Panel & Column Capital Signs
W7 - Wall Panels



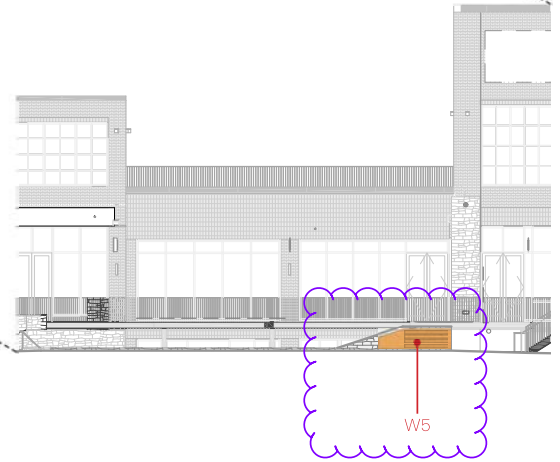


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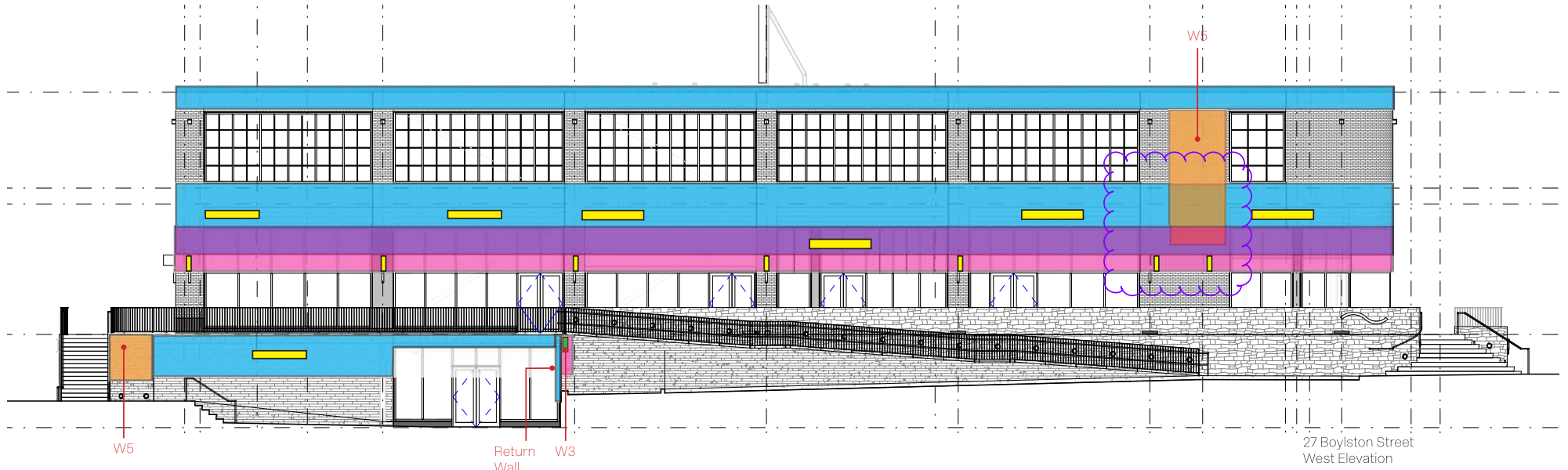




27 Boylston Street
South Elevation

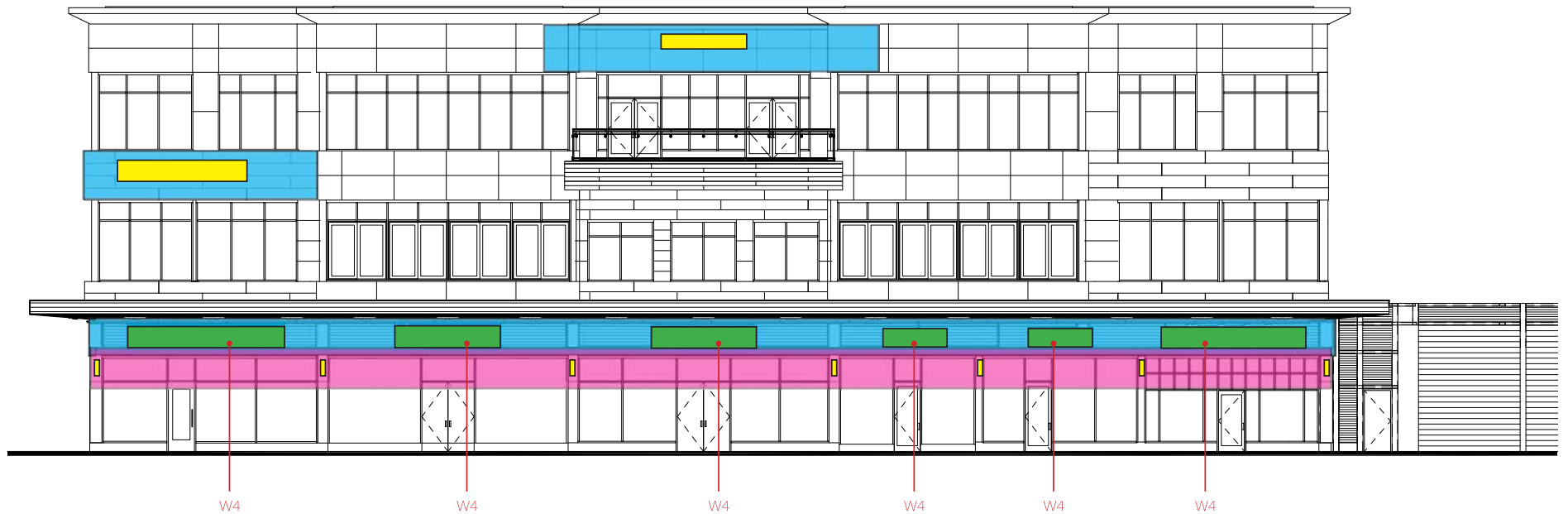


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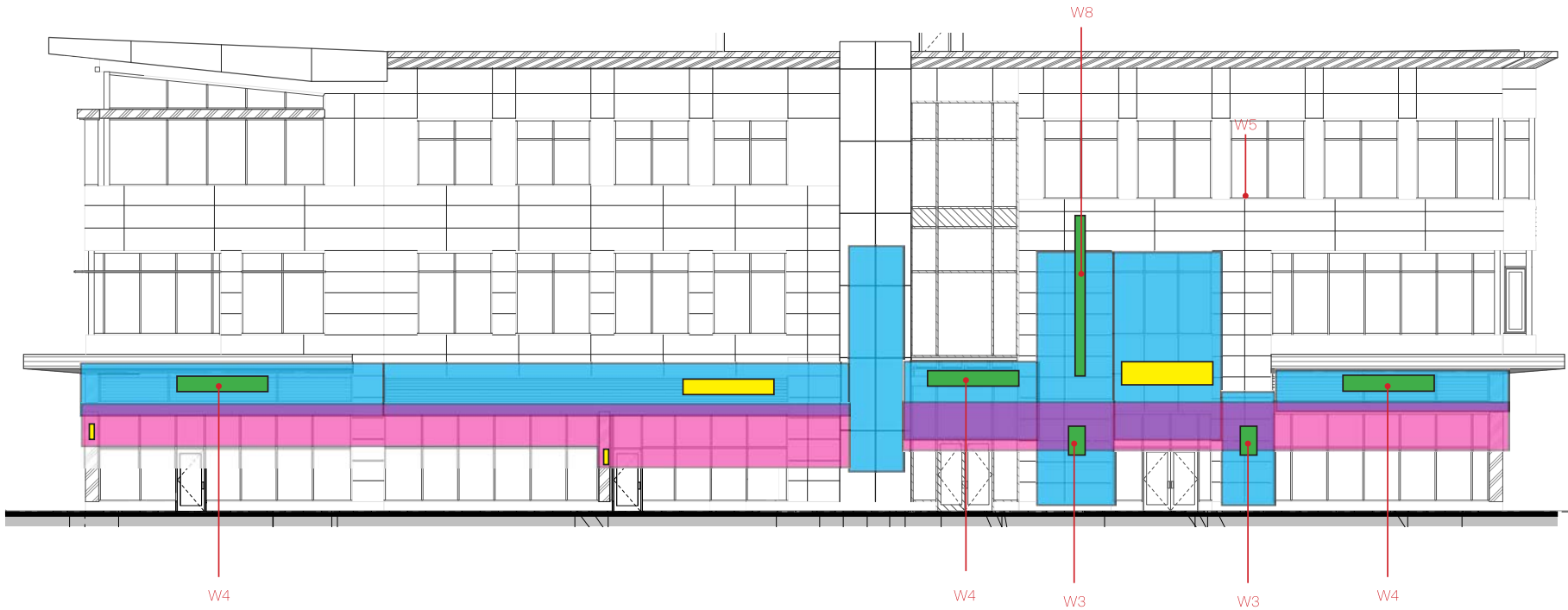




33 Boylston Street
North Elevation

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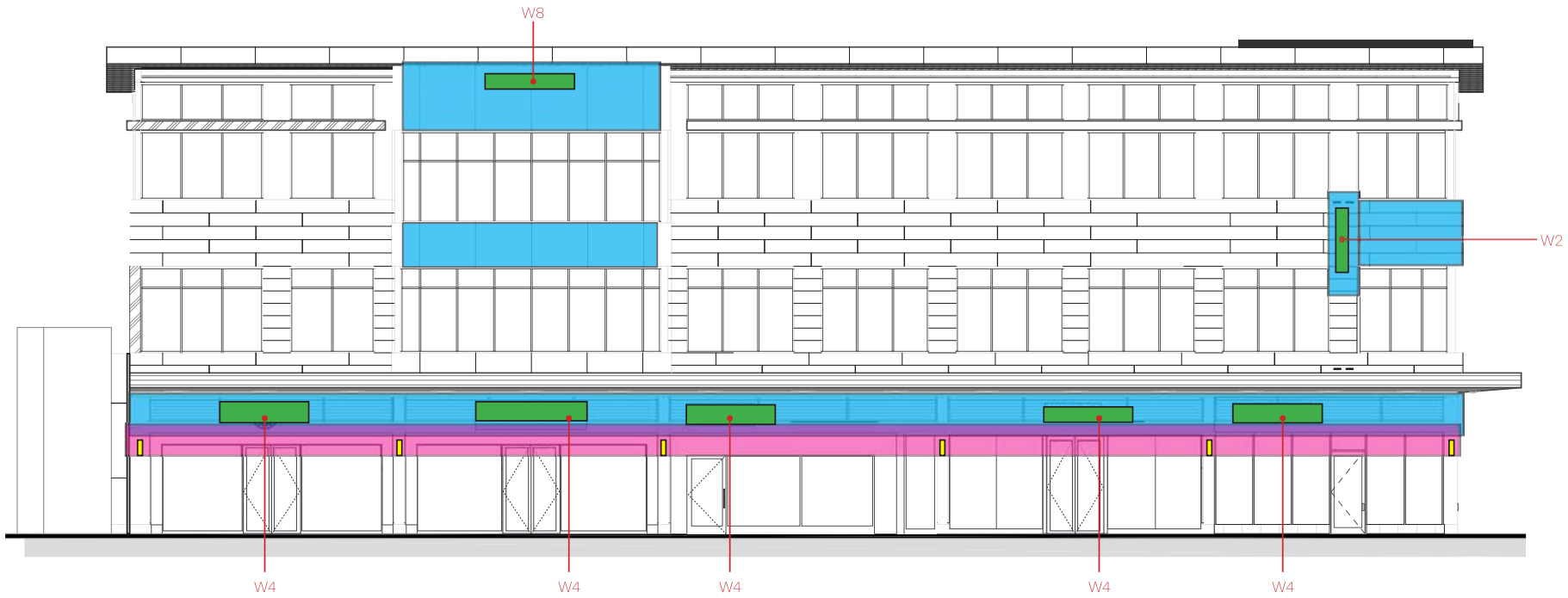




33 Boylston Street
East Elevation

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33 Boylston Street
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49 Boylston Street
South Elevation



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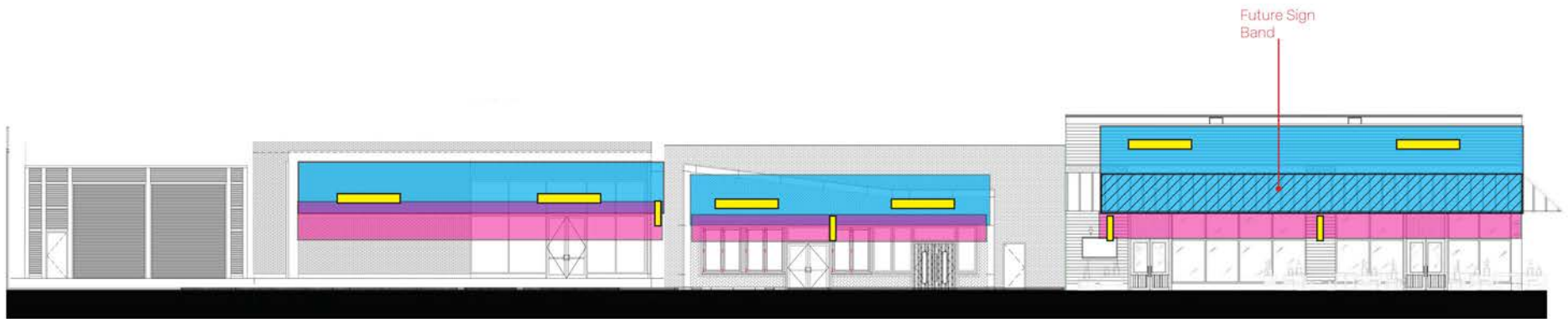
Future Sign Band



49 Boylston Street
West Elevation



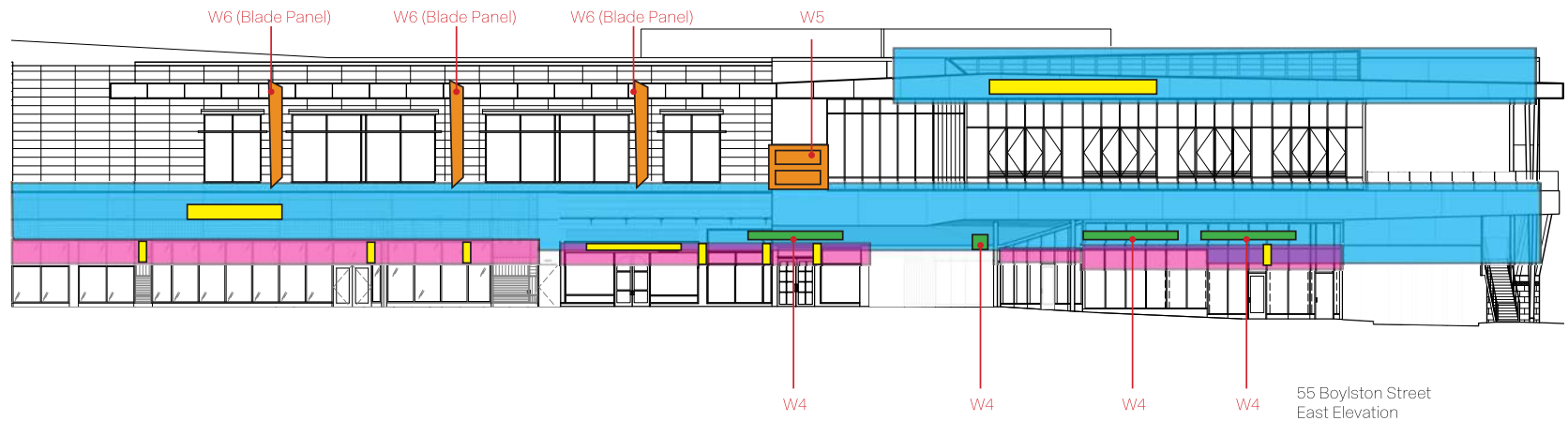
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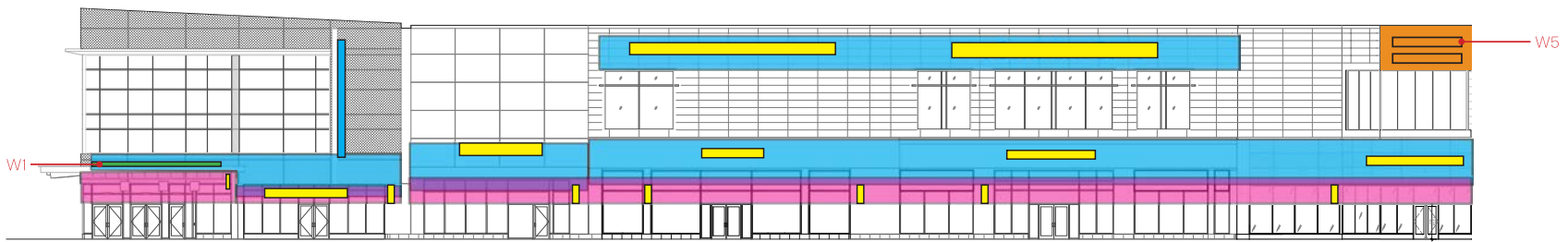
49 Boylston Street
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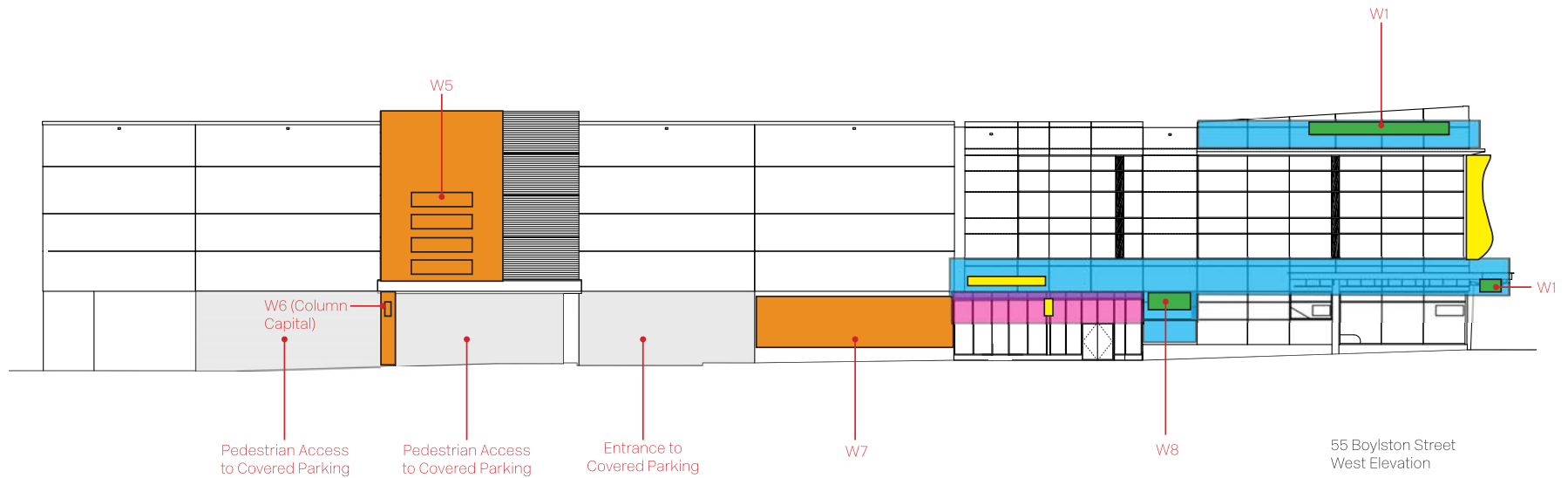
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55 Boylston Street
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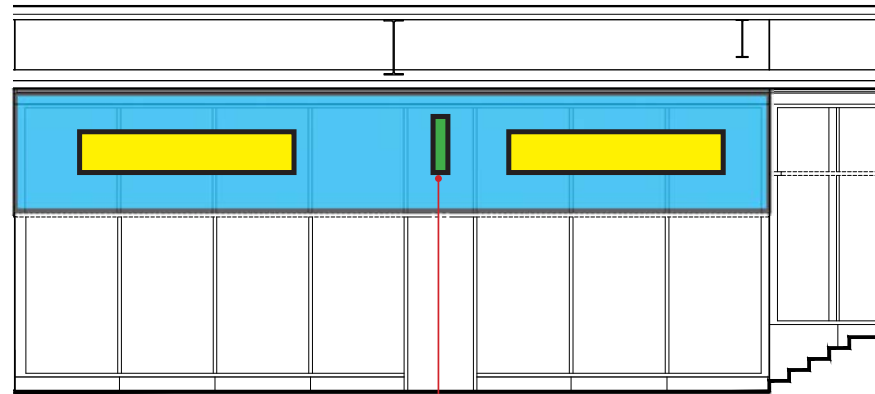


55 Boylston Street
North Elevation

*Note: Walls of stores
inside garage.



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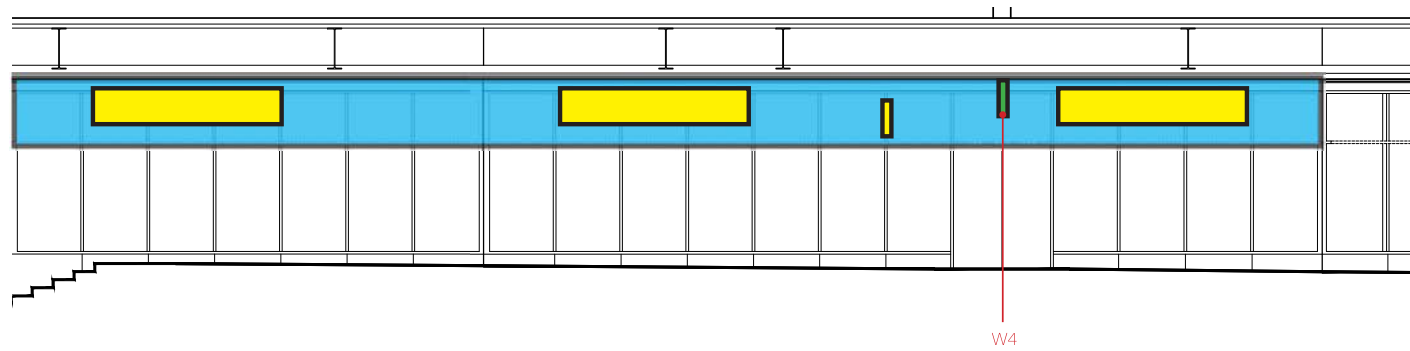


55 Boylston Street
North-West Elevation

*Note: Walls of stores
inside garage.



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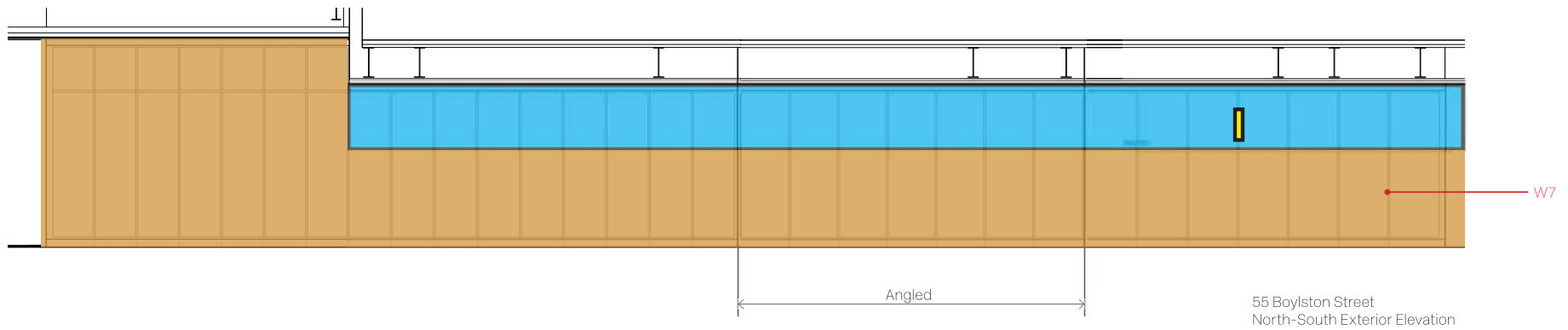


55 Boylston Street
North-South Interior Elevation

*Note: Walls of stores
inside garage.



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*Note: Walls of stores inside garage.



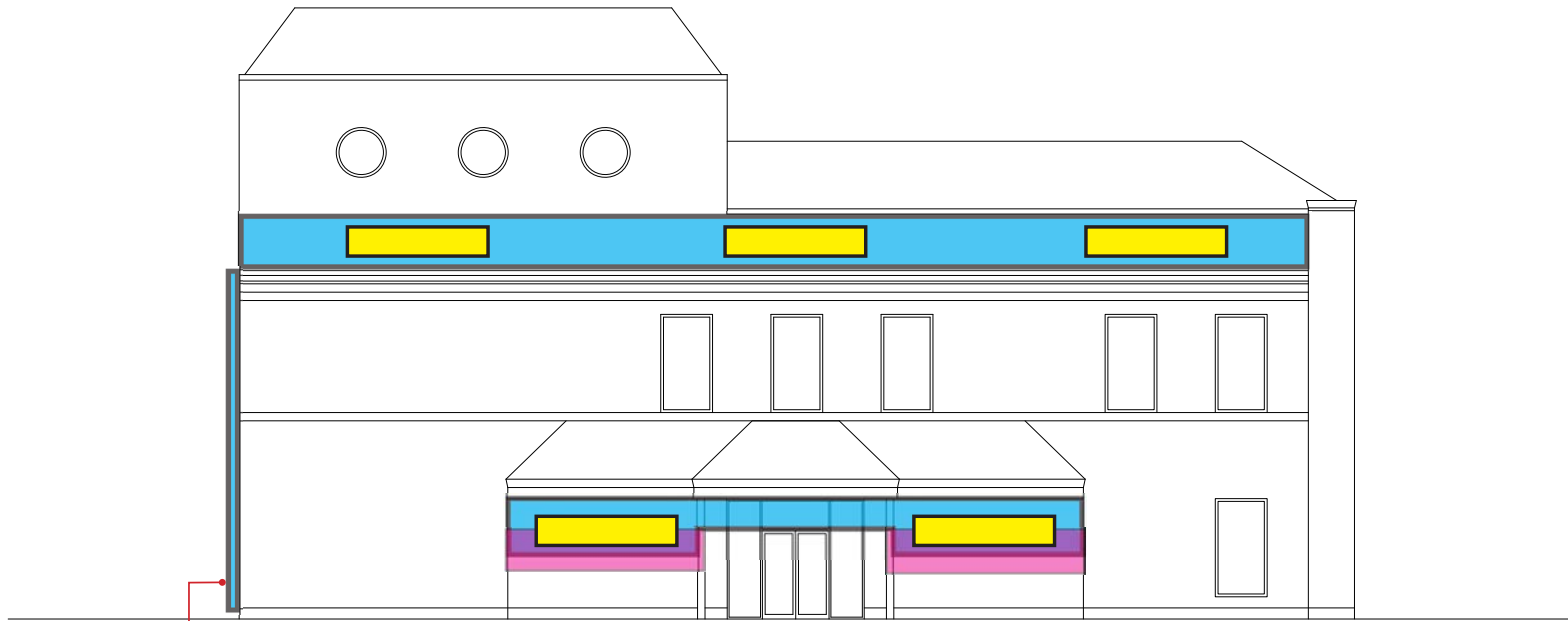
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25 Boylston
South Elevation



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25 Boylston
North Elevation

Return
Wall



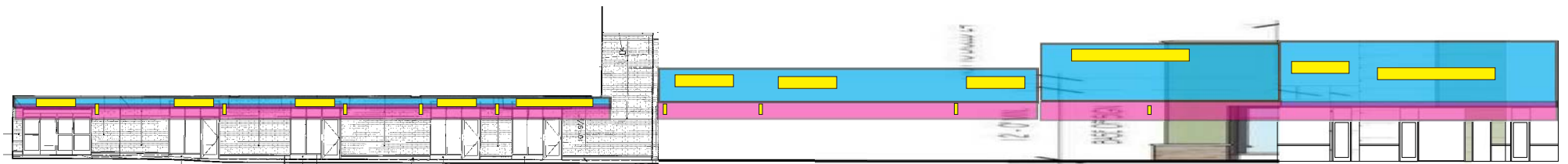
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Star Strip
South Elevation



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Star Strip
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 - Tenant Sign by waiver (Provisional location)
 - Green: W1 - Theatre Sign
W2 - Additional Principal Wall Sign - Pondsides Tenant
W3 - Secondary Sign
W4 - Canopy Sign
W8 - Upper Story Sign
 - Wall areas for locating common signs
 - Brown: W5 - Wall Directory Sign
W6 - Blade Panel & Column Capital Signs
W7 - Wall Panels

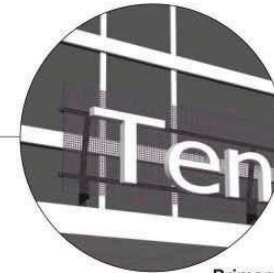




Wall Directory
Rear of New Strip Building



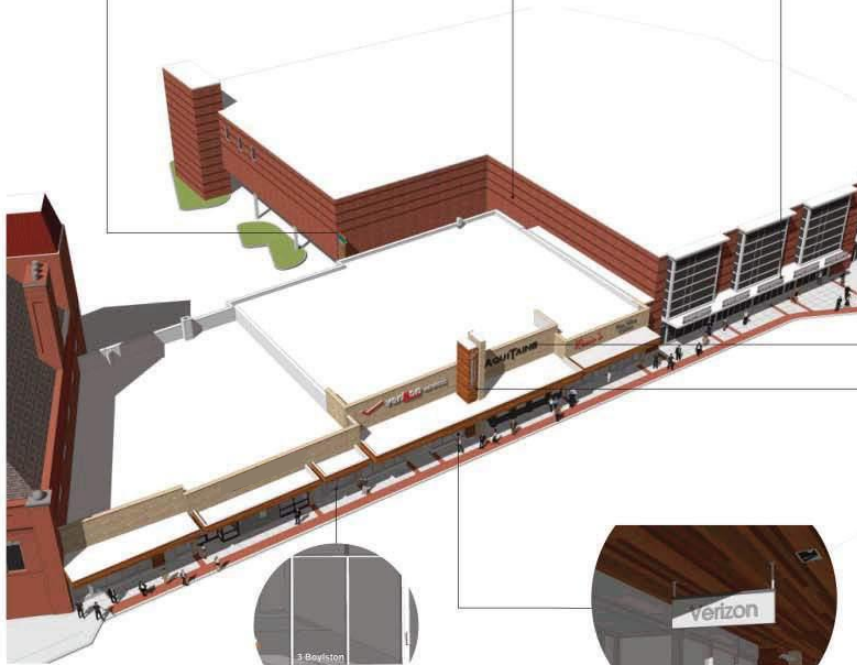
Secondary Tenant Sign
Rear at New Strip Building



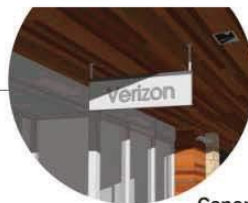
Primary Tenant Sign
Front of New Strip Building



Primary Tenant Sign
Front of Original Strip Building



Vinyl Graphics



Canopy Blade Sign



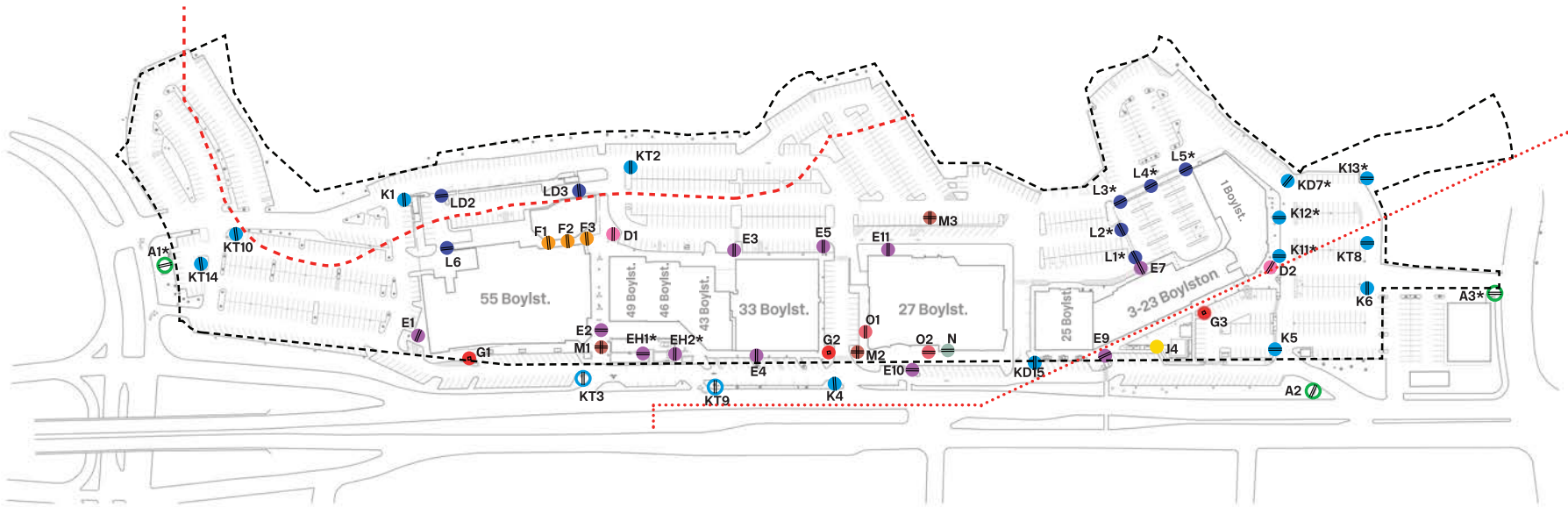
Site Identifier
Tower Blade by Landlord
(Proposed)

- Type A ● Entrance Sign
- Type D ● Community Boards/Directory
- Type E ● Small Directory
- Type EH ● Small Planter Sign
- Type F ● Pedestrian Directional - Wall
- Type G ● Pedestrian Directional - Ground
- Type J4 ● Park Bench Tags
- Type J8 ● Planter Signs

- Type K ● Vehicular Directional - Ground
- Type KD ● Double Vehicular Directional - Ground
- Type KT ● Tall Vehicular Directional - Ground
- Type L ● Vehicular Directional - Suspended
- Type LD ● Double Vehicular Directional - Suspended
- Type M ● Pedestrian Directional Arrows
- Type N ● Placemaking Sign
- Type O ● Pedestrian Directional - Wall

- Property Line
- - - Wetlands Buffer
- == Sign Orientation Indicator (see within each dot)
- Town Line (Brookline vs. Newton)
- Note: "H" designates horizontal orientation.

* Asterisk indicates current sign replacements



Scale = N.T.S.

PROPOSED SIGNAGE INSTALLATION

SIGN DIAGRAMS:



Type A1.1, A2 ● Entrance Monument



Type A3



Type D ● Large Community Board/Directory



Type E ● Small Directory



Type EH ● Small Planter Sign



Type F ● Pedestrian Directional - Wall



Type G ● Pedestrian Directional - Ground



Type M ● Pedestrian Directional Arrows



Type J4 ● Bench Sign (x6)



Type K ● Vehicular Directional - Ground



Type KD ● Double Vehicular Directional - Ground



Type KT ● Tall Vehicular Directional - Ground



Type L ● Vehicular Directional - Suspended



Type L ● Double Vehicular Directional - Suspended



Type N ● Placemaking Sign



Type O ● Pedestrian Directional - Wall

NOTE: EXAMPLE COPY

Type A1 and A2 Entrance Sign replacement at Hammond Pond Parkway & Route 9 entry.

Sign Dimension: 9'-10"W x 4'-2"H
Signage Area: 40.97 SF

Internally illuminated.



Type A3 Entrance Sign replacement at Hammond St. entrance.

Sign Dimension: 8'-0"W x 3'-2"H
Signage Area: 25.33 SF

Internally illuminated.



Type D1 and D2 community boards near Legal Seafood (Pond Side) and Star Market (Route 9 Side).

Sign Dimension: 9'-2.75"W x 4'-6"H
Signage Area: 41.53 SF

Internally illuminated.



Type E Signs will be located throughout property.

Sign Dim.: 3'-3.75"W x 4'-6"H
Signage Area: 14.91 SF

Internally illuminated.



NOTE: EXAMPLE COPY

Type EH signs to replace existing planter signs at Green.

Sign Dimension: 3'-1.25"W x 2'-6"H
Signage Area: 7.76 SF

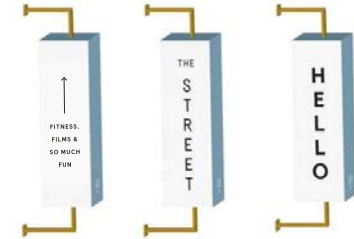
No illumination.



Type F Signs will be located on a long wall on 55 Boylston across from Legal Seafood entrance.

Sign Dimension: 0'-11"W x 2'-2"H
Signage Area: 1.99 SF

Internally illuminated.



Type G signs will be used to direct pedestrians to landmarks and located throughout the property.

Sign Dimension: 0'-8"W x 3'-0"H
Signage Area: 2 SF

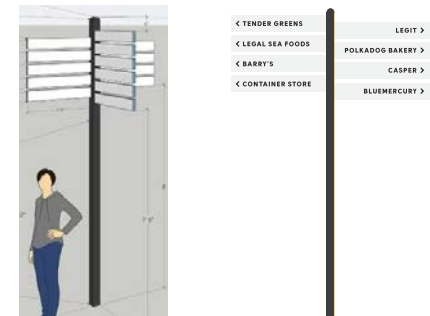
No illumination.



Type M Sign will be located adjacent to the Green to direct pedestrians to Pond Side Tenants.

Sign Dimension: 2'-6"W x 0'-4.5"H
Signage Area: 0.94 SF

No illumination.



NOTE: EXAMPLE COPY

Type J4 signs to be located on Mini Green benches near Star Market.

Sign Dimension: 1'-0"W x 0'-8"H
Signage Area: 0.67 SF

No illumination.



Type K, KD and KT signs will be used to direct vehicular traffic throughout the property.

K Sign:
Sign Dimension: 2'-4"W x 2'-4"H
Signage Area: 5.44 SF

KD Sign:
Sign Dimension: 2'-4"W x 2'-4"H
Signage Area: 5.44 SF

KT Sign:
Sign Dimension: 2'-4"W x 3'-6"H
Signage Area: 8.17 SF

No Illumination.



Type L Signs will be located in the Star Market covered parking area, and directly replace current clearance bars. LD signs will be located in the Legal Seafoods covered parking area.

L Sign:
Sign Dimension: 11'-0"W x 0'-8"H
Signage Area: 7.33 SF

LD Sign:
Sign Dimension: 11'-0"W x 0'-8"H
Signage Area: 7.33 SF

No illumination.



Placement sign to be located on the East facade of 27 Boylston

Sign Dimension: 28'-3 1/4" W x 7'-6"H
Signage Area: 182.75 SF

Illumination.



N Sign

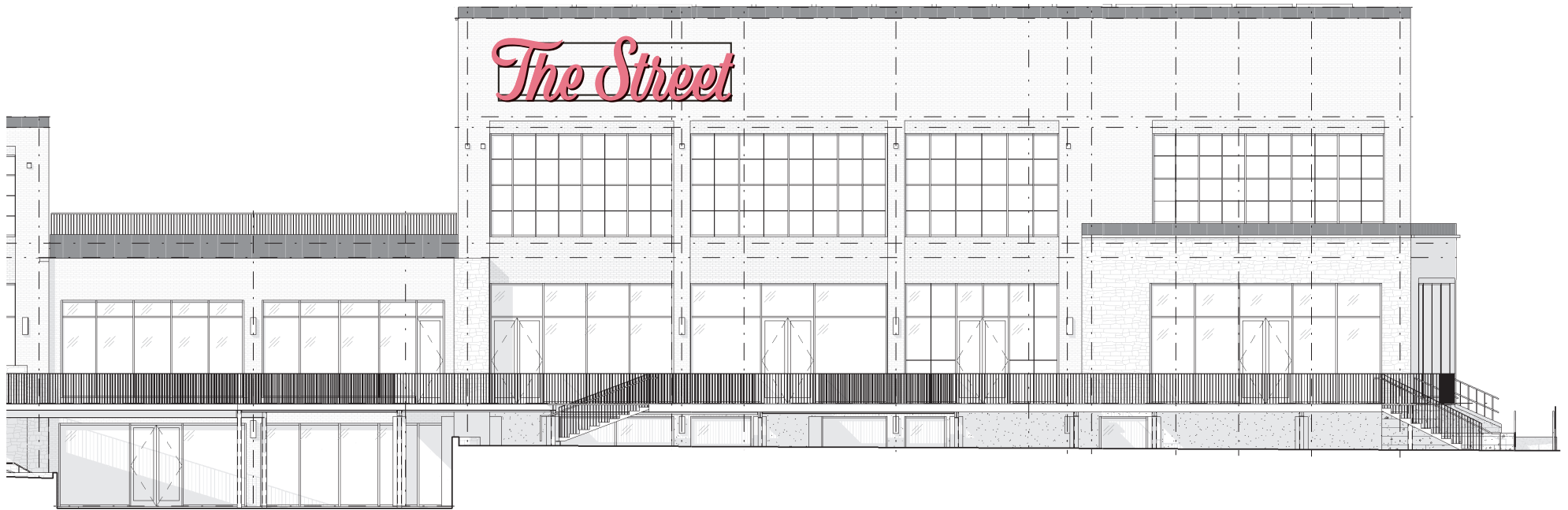
Pedestrian directional sign to be located on the SW corner of 27 Boylston.

Sign Dimension: 6'-2"W x 4"H
Signage Area: 1.83 SF

No illumination.

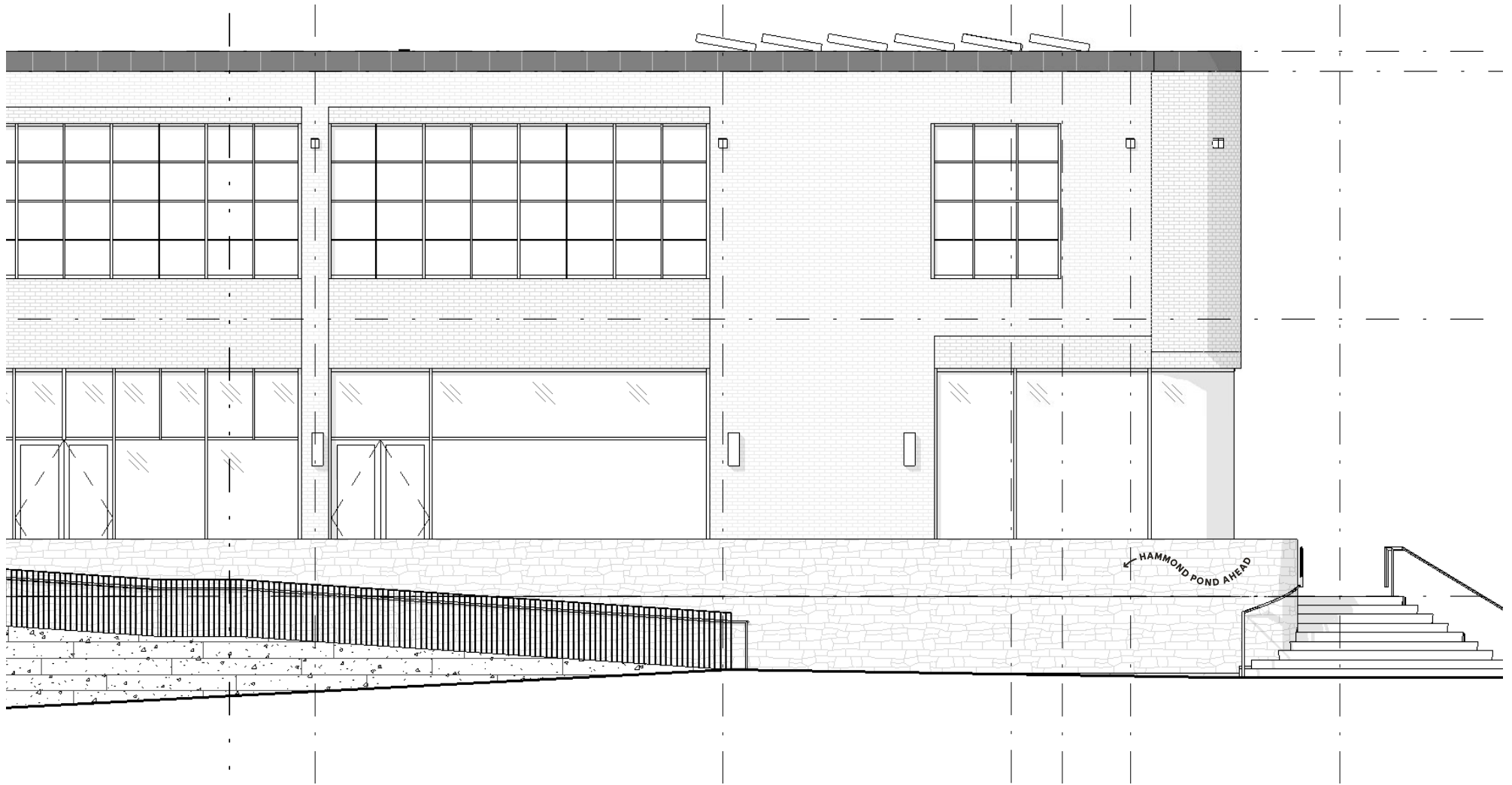


O1 Sign



N Sign

NOTE: EXAMPLE COPY



O1 Sign

NOTE: EXAMPLE COPY

At the request of the UDC at their February 8, 2023 meeting, the applicant has taken our future directory sign inspiration images and placed them in locations within the proposed sign bands for each directory sign. We have not officially begun the design process and these signs do not represent the final signage that will be located within these sign bands. Sizes/colors/fonts/text will likely change, subject to the allowed waiver. This exercise was done purely for the purposes of understanding total signage on both the North and South elevation. At the March 15, 2023 UDC meeting, the commission acknowledged that they understood this disclaimer and supported including it on these renderings, but still requested that these renderings be included in The Street Comprehensive Sign Package as a reference point.



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Freestanding Signs	Sign Type	Dimensions of Sign	Area	Illumination	Quantity	Text or Graphics (None, Double, Single, # of sides)
A1	Entrance Sign	9'-10"W x 4'-2"H	40.97 SF	Internally Illuminated	1	Double
A2	Entrance Sign	9'-10"W x 4'-2"H	40.97 SF	Internally Illuminated	1	Double
A3	Entrance Sign-Tall Posts	8'-0"W x 3'-2"H	25.33 SF	Internally Illuminated	1	Double
D1	Community Board/Directory	9'-2.75"W x 4'-6"H	41.53 SF	Internally Illuminated	1	Double
D2	Community Board/Directory	9'-2.75"W x 4'-6"H	41.53 SF	Internally Illuminated	1	Double
E1	Small Directory	3'-3.75"W x 4'-6"H	14.91 SF	Internally Illuminated	1	Double
E2	Small Directory	3'-3.75"W x 4'-6"H	14.91 SF	Internally Illuminated	1	Double
E3	Small Directory	3'-3.75"W x 4'-6"H	14.91 SF	Internally Illuminated	1	Double
E4	Small Directory	3'-3.75"W x 4'-6"H	14.91 SF	Internally Illuminated	1	Double
E5	Small Directory	3'-3.75"W x 4'-6"H	14.91 SF	Internally Illuminated	1	Double
E7	Small Directory	3'-3.75"W x 4'-6"H	14.91 SF	Internally Illuminated	1	Double
E9	Small Directory	3'-3.75"W x 4'-6"H	14.91 SF	Internally Illuminated	1	Double
E10	Small Directory	3'-3.75"W x 4'-6"H	14.91 SF	Internally Illuminated	1	Double
E11	Small Directory	3'-3.75"W x 4'-6"H	14.91 SF	Internally Illuminated	1	Double
EH1	Small Planter Sign	3'-1.25"W x 2'-6"H	7.76 SF	No illumination	1	Double
EH2	Small Planter Sign	3'-1.25"W x 2'-6"H	7.76 SF	No illumination	1	Double
F1	Pedestrian Directional-Wall	0'-11"W x 2'-2"H	1.99 SF	Internally Illuminated	1	Three Sided
F2	Pedestrian Directional-Wall	0'-11"W x 2'-2"H	1.99 SF	Internally Illuminated	1	Three Sided
F3	Pedestrian Directional-Wall	0'-11"W x 2'-2"H	1.99 SF	Internally Illuminated	1	Three Sided
G1	Pedestrian Directional-Ground	0'-8"W x 3'0"H	2.00 SF	No illumination	1	Four sided
G2	Pedestrian Directional-Ground	0'-8"W x 3'0"H	2.00 SF	No illumination	1	Four sided
G3	Pedestrian Directional-Ground	0'-8"W x 3'0"H	2.00 SF	No illumination	1	Four sided
J4	Park Bench Tags	1'0"W x 0'8"H	0.67 SF	No illumination	10	Single
J8	Planter Signs	1'-2"W x 1'-2"H	1.36 SF	No illumination	10	Double
KT2	Tall Vehicular Directional-Ground	2'-4"W x 3'-6"H	8.17 SF	No illumination	1	Double
K4	Vehicular Directional-Ground	2'-4"W x 2'-4"H	5.44 SF	No illumination	1	Double
K5	Vehicular Directional-Ground	2'-4"W x 2'-4"H	5.44 SF	No illumination	1	Double
K6	Vehicular Directional-Ground	2'-4"W x 2'-4"H	5.44 SF	No illumination	1	Double
KD7	Double Vehicular-Directional-Ground	2'-4"W x 2'-4"H	5.44 SF	No illumination	1	Double
KD15	Double Vehicular Directional-Ground	2'-4"W x 2'-4"H	5.44 SF	No illumination	1	Double
KT8	Tall Vehicular Directional-Ground	2'-4"W x 3'-6"H	8.17 SF	No illumination	1	Double
KT9	Tall Vehicular Directional-Ground	2'-4"W x 3'-6"H	8.17 SF	No illumination	1	Double
KT10	Tall Vehicular Directional-Ground	2'-4"W x 3'-6"H	8.17 SF	No illumination	1	Double
K11	Vehicular Directional-Ground	2'-4"W x 2'-4"H	5.44 SF	No illumination	1	Double
K12	Vehicular Directional-Ground	2'-4"W x 2'-4"H	5.44 SF	No illumination	1	Double
K13	Vehicular Directional-Ground	2'-4"W x 2'-4"H	5.44 SF	No illumination	1	Double
K1	Vehicular Directional-Ground	2'-4"W x 2'-4"H	5.44 SF	No illumination	1	Double
KT3	Tall Vehicular Directional-Ground	2'-4"W x 3'-6"H	8.17 SF	No illumination	1	Double
KT14	Tall Vehicular Directional-Ground	2'-4"W x 3'-6"H	8.17 SF	No illumination	1	Double
L1	Vehicular Directional-Suspended	11'-0"W x 8'-0"H	7.33 SF	No illumination	1	Double
L2	Vehicular Directional-Suspended	11'-0"W x 8'-0"H	7.33 SF	No illumination	1	Double
L3	Vehicular Directional-Suspended	11'-0"W x 8'-0"H	7.33 SF	No illumination	1	Double
L4	Vehicular Directional-Suspended	11'-0"W x 8'-0"H	7.33 SF	No illumination	1	Double
L5	Vehicular Directional-Suspended	11'-0"W x 8'-0"H	7.33 SF	No illumination	1	Double
L6	Vehicular Directional-Suspended	11'-0"W x 8'-0"H	7.33 SF	No illumination	1	Double
LD2	Double Vehicular Directional-Suspended	11'-4"W x 8'-0"H	7.33 SF	No illumination	1	Double

LD3	Double Vehicular Directional-Suspended	11'-4"W x 8'-0"H	7.33 SF	No illumination	1 Double
M1	Pedestrian Directional-Arrows	2'-6"W x 0'-4.5"H	0.94 SF	No illumination	1 Double
M2	Pedestrian Directional-Arrows	2'-6"W x 0'-4.5"H	0.94 SF	No illumination	1 Double
M3	Pedestrian Directional-Arrows	34'-7"W x 7'-6"H	259 SF	No illumination	1 Double
N	Placemaking Sign	43'-0"W x 4'-3"H	182.75 SF	Illumination	1 Side
O	Pedestrian Directional - Wall	6'-2"W x 4'H	1.83 SF	No illumination	1 Side

70 Signs

THANK YOU!