LAW OFFICE OF ROBERT L. ALLEN JR., LLP

300 WASHINGTON ST.
BROOKLINE, MA 02445

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November 29, 2016

IN HAND

Polly Selkoe, Chief Planner
Planning & Community Development Department
333 Washington Street
Brookline, MA 02445

RE: Proposed Hotel
700 Brookline Avenue
Preliminary Submission for Planning Department Review and Determination Under 5.09.b – Major Impact Project

Dear Polly:

As we discussed in connection with the proposed hotel at 700 Brookline Avenue I am submitting the following information for your review and our meeting tomorrow.

I. Program Statement

Claremont proposes to construct an 11-story Select-Service hotel, in one building containing approximately 153,500 square feet including up to 175 standard hotel rooms similar to a Hilton Garden Inn with a parking garage located on the second and third levels with no more than 70 structured parking spaces (the "Proposed Project") at 700 Brookline Avenue (formerly known as 25 Washington Street) in Brookline, Massachusetts (the "Property"). The Property is the site of the former Gulf Gas Station at the corners of Washington Street and Brookline Avenue and Washington and River Road. The Property is approximately 19,051 sf or .437 acres. The Hotel will provide certain amenities such as In-Room complimentary coffee and tea, refrigerator and microwave; dining options including a 24-hour "Pavilion Pantry" with snacks, light meals, convenience supplies and beverages, a lounge area and restaurant providing made-to-order breakfast and dinner with optional evening room service. Other amenities include meeting space, 24/7 Business Center, Fitness Center and pool. A café with an outdoor seating area will be open to both guests and the public and connect the Emerald Necklace Park area with the hotel on the Eastern corner on River Road and Washington Street.

Claremont has agreed to provide improvements and public benefits which are outlined here and further detailed in the Memorandum of Understanding between the Town and Claremont dated November 11, 2016 (the "MOU"). A copy of the MOU is included with this

memorandum and incorporated herein by reference. The MOU includes certain special permit conditions which the Town requested and Claremont has agreed to in advance, subject of course, to the review and approval of the Board of Appeals ("BOA"). Section 6 of the MOU contains the so-called voluntary special permit conditions which include, but are not limited to: a) a maximum of 175 hotel rooms; b) a maximum of 70 structured parking spaces; c) detailed plans including very specific elements to be submitted to the Board of Appeals; d) illuminated exterior signage automatically dimmed during nighttime hours; e) payment of 1% of hard costs per the Emerald Island Special District ("EISD") zoning; f) vehicular access to the site only from Brookline Avenue and exiting only onto River Road; g) design and construction of a shared parking ramp access with plans approved by the Town; h) an easement for the shared ramp; and i) specific traffic demand reporting and monitoring.

In addition, Claremont has agreed to provide certain improvements and public benefits as outlined in Section 7 of the MOU. These include but are not limited to: a) On-site pedestrian and landscaping improvements at a cost not to exceed $71,000.00; b) Pedestrian, bicycle and landscaping improvements at or adjacent to the site and the Emerald Necklace park area at a cost not to exceed $376,855.00; c) a restrictive covenant for a PILOT; d) maintenance of a portion of the Emerald Necklace Park; d) a permanent easement to the Town for roadway improvements containing up to 276.25 square feet of land on Washington Street; and e) an easement for shared parking ramp access.

II. Zoning Analysis

The Property is the site of the former Gulf Gas Station at 25 Washington Street, now known as 700 Brookline Avenue. The proposed Project requires several special permits under the EISD zoning, Section 5.06.4.j. The Property consists of approximately 19,051 sf or .437 acres. The lot size exceeds the minimum lot size of 13,600 sf as set forth in the EISD zoning at section 6.2 The hotel will be 11 stories, with a maximum height of 110', and contain approximately 153,500 sf +/-; made up of 175 hotel rooms and no more than 70 structured parking spaces with a shared parking ramp access for a future building on the adjacent site to the North of the Property.

The EISD Zoning which was recently approved at the November Town Meeting permits a Hotel use (Use 8); Restaurant or Café less than 5,000 sf (Use 30); and Sale of Food & Beverage or entertainment/dancing in excess of 5,000 sf (Use 34) by Special Permit. In addition, Claremont will require a special permit for height pursuant to the EISD Zoning at section 3.a. which permits up to 110' with a maximum of 55% lot coverage for height from 75-110'. See Figure 5.06.4.j.4. The EISD Zoning was adopted after a lengthy 8-month public process undertaken by the River Road Study Committee (RRSC). The River Road Study Committee reports, minutes and recommendations can be found on its website. In addition, the Board of Selectmen, Advisory Committee and Transportation Board reviewed the proposed hotel Project in the context of the EISD zoning and all submitted recommendations to Town Meeting with respect to the overall zoning proposal for the Emerald Island which can be found in the November 15, 2016 Special Town Meeting Reports for Articles 7, 9 and 10.

The minimum sidewalk width at Brookline Ave and River Road shall meet or exceed the 12' minimum per the EISD zoning. The sidewalk width along Washington Street will be 10' except for a small pinch point at the corner of Washington Street and River Road where the sidewalk will narrow to 8' for approximately a five foot stretch. Claremont will seek a special permit pursuant to Section 2.a.iv. for this small section of the sidewalk on Washington Street. This reduction in width is required in order to provide the Town with the roadway easement for the bicycle path. As required by the EISD, zoning counterbalancing amenities such as wider sidewalks on River Road and landscaping will be provided.

The Project design contemplates and takes into consideration the EISD Design Guidelines adopted by the Planning Board on August 17, 2016. The building façade zones; design elements such as the canopied second and third levels; vehicular access, parking and circulation, with one curb cut on Brookline Avenue and shared parking access shall be incorporated into the design. Fenestration at the lower level will be designed to allow pedestrians to view activities and be constructed of transparent materials. Selection of materials will respect the intent of the Guidelines and be appropriate for the location and intended use. The building entry will be located on Brookline Avenue.

Per the requirements of Section 5.09.3.b, Major Impact Projects, paragraph 2, the schematic site plan and computer massing models were submitted for review under separate cover.

Thank you for your time and consideration. We looking forward to meeting with you tomorrow.

Very truly yours,

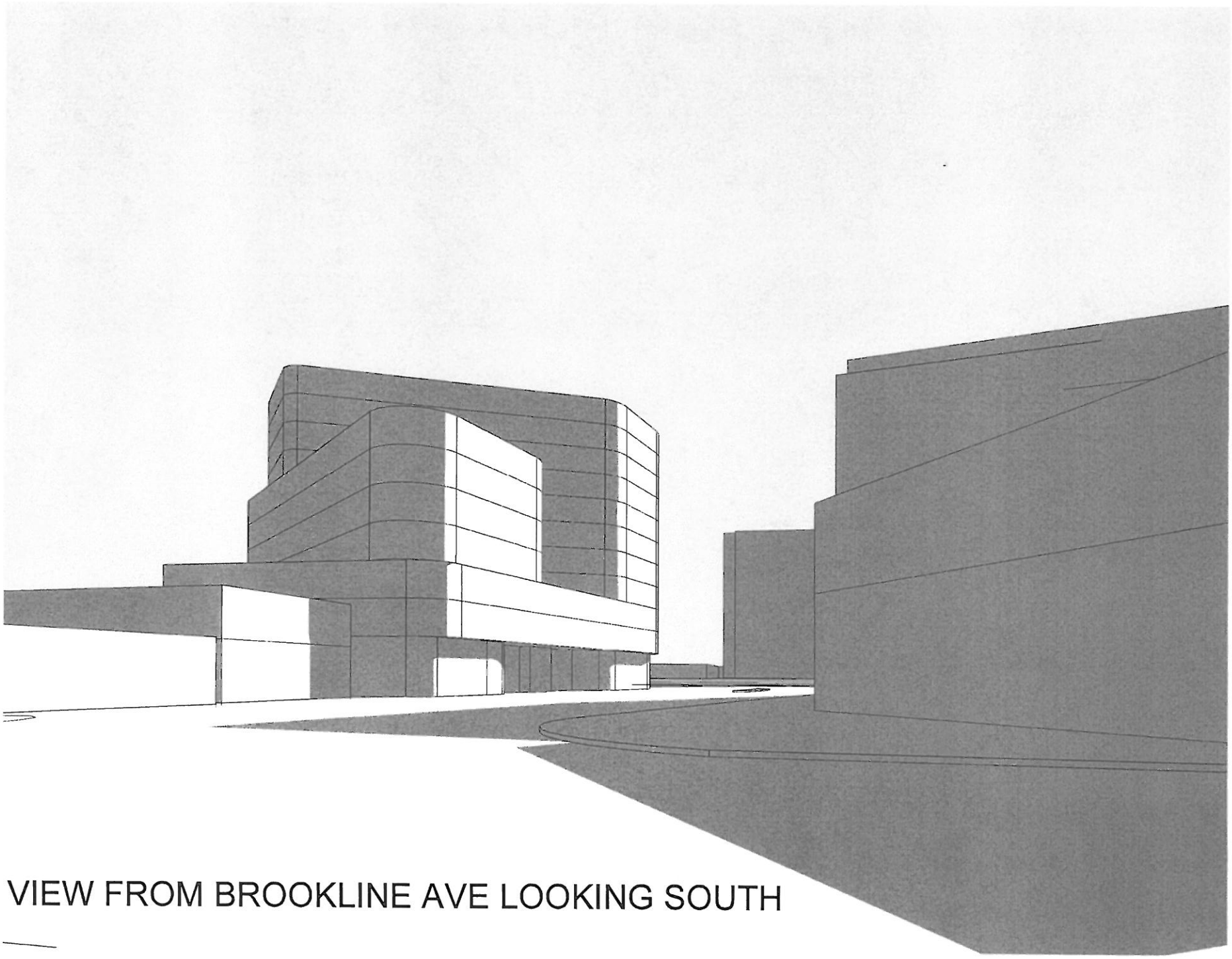
Jennifer Dopazo Gilbert

Ens.

cc: Mike Yanovitch, Deputy Building Commissioner

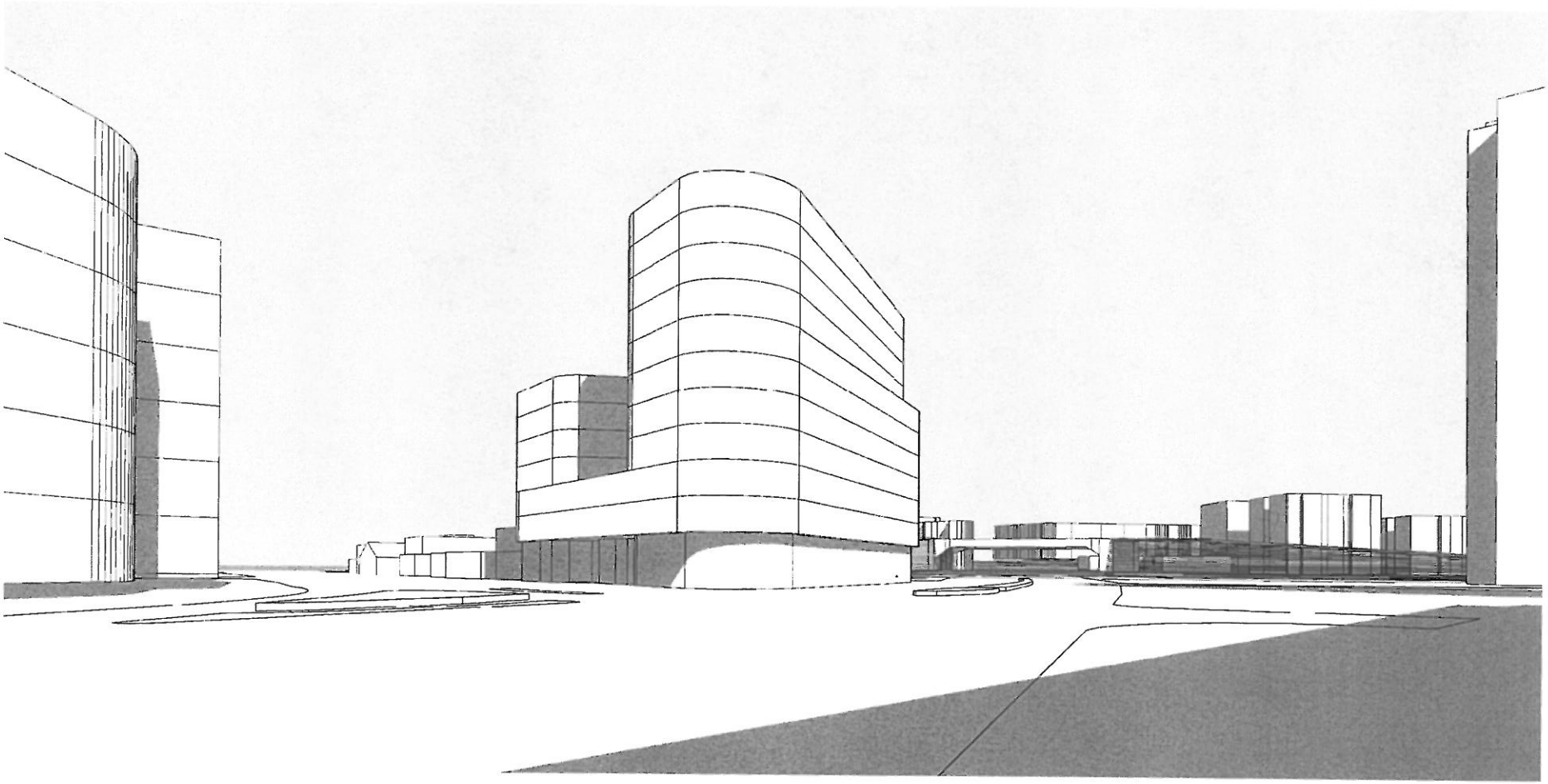
Brookline Avenue
Proposed Hotel
River Road
Washington Street
NORTH
0 4 8 16 32

700 Brookline Avenue



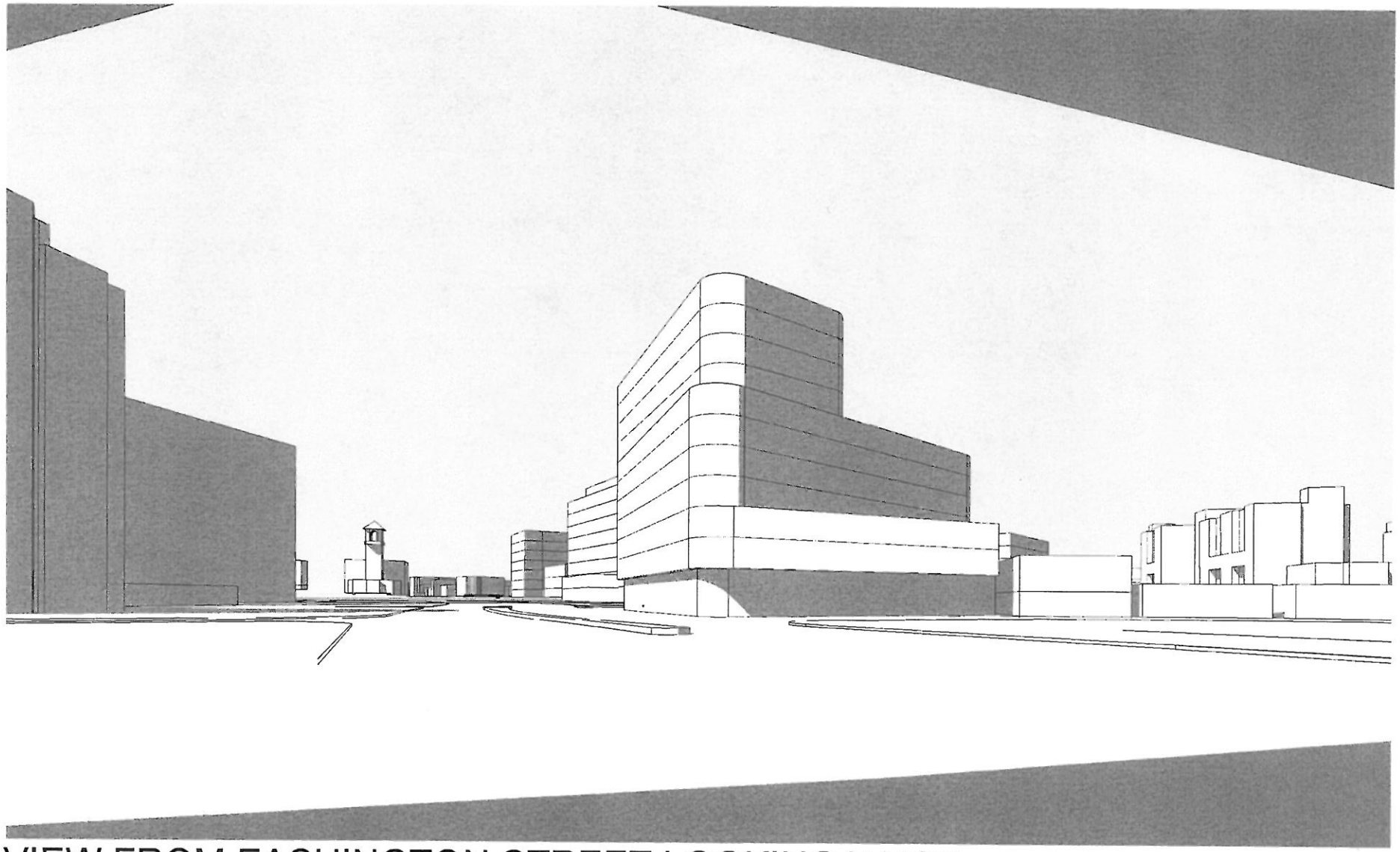
VIEW FROM BROOKLINE AVE LOOKING SOUTH

700 Brookline Avenue



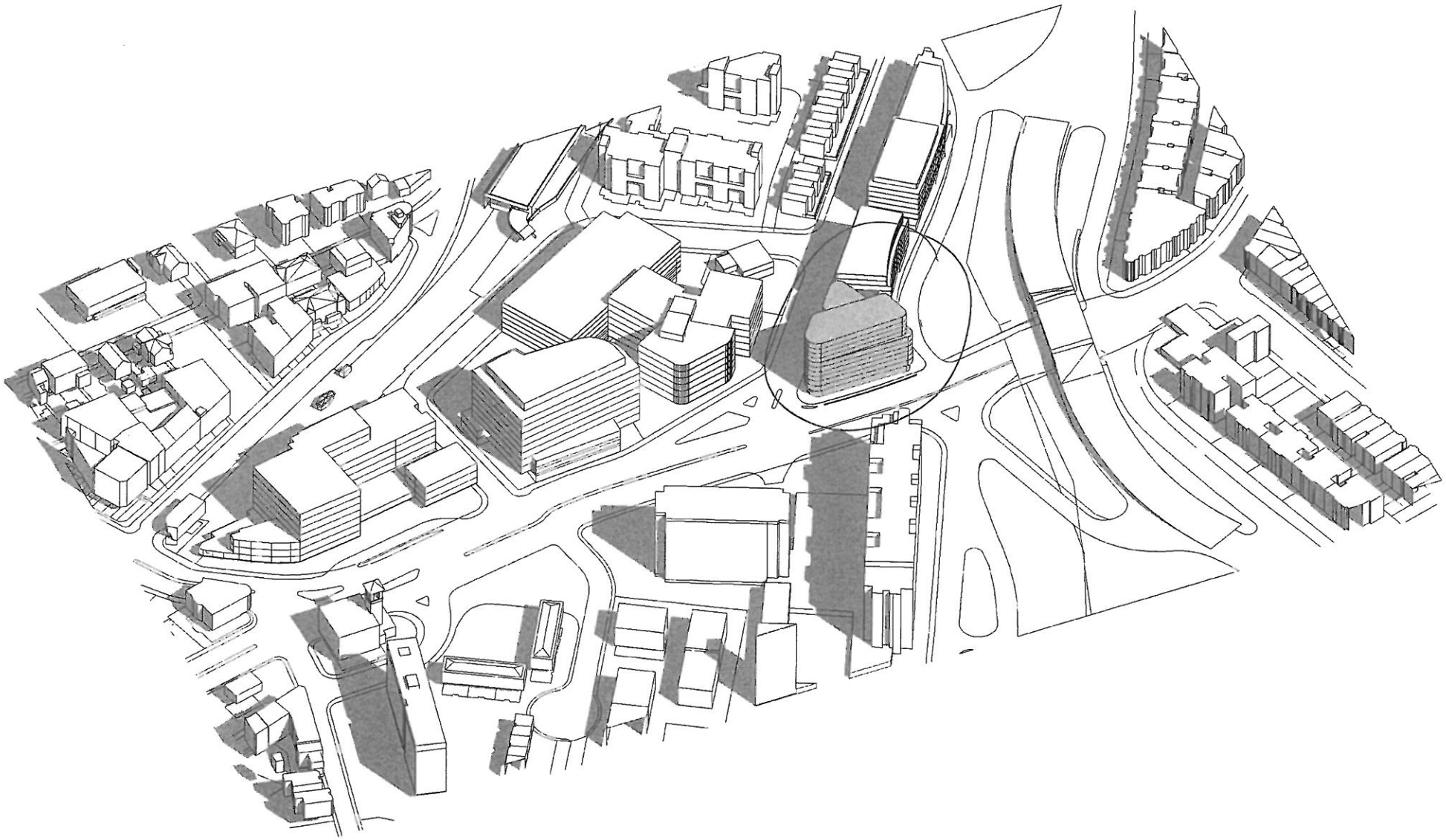
VIEW FROM INTERSECTION OF BROOKLINE AVE AND WASHINGTON STREET

700 Brookline Avenue



VIEW FROM EASHINGTON STREET LOOKING WEST

700 Brookline Avenue



MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE TOWN OF BROOKLINE AND CLAREMONT BROOKLINE AVENUE LLC

This Memorandum of Agreement between Claremont Brookline Avenue LLC, a Massachusetts limited liability company with a principal place of business at Claremont Companies, One Lakeshore Center, Bridgewater MA 02324, its successors and assigns ("Claremont") and the Town of Brookline, a municipal corporation ("Town"), located in Norfolk County, Massachusetts and acting by and through its Board of Selectmen (the "Board"), (collectively referred to as the "Parties") is made and entered into this 11th day of November, 2016, upon the mutual promises and obligations hereinafter set forth and additional consideration which the parties acknowledge is adequate and appropriate, upon the following terms and conditions:

WHEREAS, Claremont seeks to construct a Select-Service hotel, in one building including up to 175 standard hotel rooms similar to a Hilton Garden Inn and no more than 70 structured parking spaces (the "Proposed Project") at 25 Washington Street (also known as 700 Brookline Avenue) in Brookline, Massachusetts (the "Property");

WHEREAS, the Property is more particularly described in the legal description contained in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the Town intends to proceed with and secure funding for a significant public works project, referred to as the Gateway East Project, which may occur prior to the commencement of construction of Claremont's Proposed Project;

WHEREAS, a portion of the Gateway East Project consists of the so-called Village Square Circulation Improvements (hereinafter for the purposes of this Agreement referred to simply as the "Gateway East Project"), more generally described as follows:

The reconfiguration of the existing traffic circulation system in Brookline at Washington Street, Route 9, Walnut Street, High Street and Pearl Street. The existing jug handle used to provide access to Washington Street from Route 9 eastbound would be removed and replaced with a new four-way intersection at Pearl Street. Signals would be relocated and upgraded with a new ADA-compliant surface level pedestrian cross walk with walk signal intersection, replacing the recently demolished pedestrian bridge that crosses Route 9. The bicycle and pedestrian connection at the Riverway across Route 9 will be improved. A cycle track from the intersection of Washington Street and Route 9 to the Brookline/Boston border will be constructed. In addition, lighting and landscaping improvements will be made in the area, improving the overall aesthetics of this portion of Route 9 and Brookline Village;

WHEREAS, the Parties agree that the Gateway East Project will benefit Claremont, the Property and the Proposed Project by increasing the pedestrian and bike

access and improving the design and aesthetics of the site;

WHEREAS, on August 17, 2016, the Planning Board, at the recommendation of the River Road Study Committee adopted Design Guidelines with respect to the future development of the Emerald Island Special District, and in recognition of the intent and spirit of the Guidelines and the vision of the Committee, Claremont has expressed its commitment to work with the Town and provide a first-rate project in both its design elements and materials all in further recognition of the importance of the location of the Property; its connection to Brookline's neighborhoods, the Emerald Necklace and surrounding community;

WHEREAS, the Parties agree that the Proposed Project will benefit the Town and Claremont, but will also have impacts on the Town; accordingly, Claremont agrees to take steps to mitigate the impacts of the Proposed Project on the Town, as hereinafter set forth;

WHEREAS, the provisions of this Agreement are available for consideration by the Planning Board and the Board of Appeals in reviewing any application for a special permit authorizing the Proposed Project;

WHEREAS, the Parties wish to enter into this Agreement to memorialize their mutual understandings and obligations with respect to the Proposed Project and those certain permits and approvals required for the Proposed Project, as well as any other agreements between Claremont and the Town all on the terms and conditions hereinafter set forth;

WHEREAS, the Parties contemplate entering into such further binding agreements as reasonably appropriate and approved by both Parties to proceed with the Proposed Project and to satisfy the mutual obligations contained herein;

WHEREAS, the Parties have discussed the terms and conditions to be included in the Agreement in connection with the Proposed Project and in order to mitigate impact(s) upon the Town;

NOW THEREFORE, in consideration of the promises and mutual obligations of the Parties hereto and upon good and valuable consideration the receipt and sufficiency of which the Parties acknowledge, each of them does hereby covenant and agree as follows:

1. All references herein to following terms shall have the meanings hereinafter set forth:

a. All references to the "Proposed Emerald Island Special District Zoning Provisions" or "EISD" shall be construed as a reference to the text of the Warrant Article No. 7 on the Warrant for the November 15, 2016 Town Meeting, a copy of which is attached hereto as Exhibit B, as such text may be amended at Town Meeting, provided that such amendments do not impose burdens on the Proposed Project which are adverse to the feasibility of construction or to the operational or financial feasibility of the Project in the reasonable judgement of Claremont.

b. All references herein to the "Proposed Project" shall be construed as a reference to the Proposed Project depicted on the site plan and elevation plans and notes thereto attached hereto as Exhibit C and incorporated herein, as such plan may be modified during the site plan and design review process and the special permit process, provided that such modifications do not detract from Claremont's ability to design, construct and operate an 11-story Select-Service hotel building containing approximately 153,500 +/- square feet including no more than 175 hotel rooms and no more than 70 structured parking spaces at 25 Washington Street (also known as 700 Brookline Avenue) along with the ability to provide shared ramp access for a future building on the adjacent site described herein, and that do not impose burdens on the Proposed Project which are adverse to the feasibility of construction or to the operational or financial feasibility of the Project in the reasonable judgement of Claremont.

c. All references to the "Town Meeting Approval Conditions" shall be construed as references to: (i) approval by Town Meeting and the Attorney General of the Proposed Emerald Island Special District Zoning Provisions; (ii) authorization by Town Meeting of the acceptance of the PILOT Agreement; (iii) authorization by Town Meeting of the execution by the Board of Selectmen of this agreement and of any other documents or agreements necessary or appropriate for implementation of the Proposed Project except with respect to the Town Meeting vote to approve the Roadway Easement in connection with the Gateway East Project which will be approved at a future Town Meeting, and in each case with challenge periods to all such Town Meeting actions having passed (which, in the case of the Special District zoning, shall be the challenge period under G.L. c. 40, Secs. 32 and 32A) with no challenges by unrelated third parties pending or, if any of such actions is challenged, the same having been finally disposed in a manner favorable to the Town Meeting action, not later than two (2) years from the date of approval by Town Meeting.

d. All references to the "Other Required Approvals" shall be construed as references to such other permits, variances, licenses and/or other approvals, additional to the special permit(s) under the Proposed Emerald Island Special

District Zoning Provisions, necessary, in Claremont's reasonable determination, to allow for the construction and operation of the Proposed Project, exclusive of building permits which will be issued in the ordinary course conditioned only upon payment of the building permit fee.

e. All references to the "Special Permit and Other Required Approvals Conditions" shall be construed as references to issuance by the Board of Appeals of a special permit(s) under the Emerald Island Special District Zoning Provisions or other zoning provision in order to proceed with the Proposed Project and issuance of the Other Required Approvals by any other public board, committee or body having jurisdiction or enforcement powers over the Property or Proposed Project, all in a manner which does not impose burdens or conditions on the Project which are adverse to the operational or financial feasibility of the Project in the reasonable judgement of Claremont, with all the appeal periods having passed with no appeals pending or, if any such Special Permit or other Required Approval is appealed (i) in the event the appeal was filed by unrelated third parties or a Town board or committee with standing to appeal, the same having been finally disposed of favorably to Claremont not later than two (2) years from the date of issuance of the Special Permit or Other Required Approval which is the subject of the appeal, and (ii) in the event the appeal was filed by Claremont, the same having been finally disposed of favorably to Claremont.

2. Upon satisfaction of the Town Meeting Required Approval Conditions, i) Claremont shall immediately record this Agreement with the Norfolk Registry of Deeds and/or Norfolk Registry District of the Land Court, as appropriate and at its own expense and shall provide evidence of such recording to Town Counsel; and ii) Claremont and the Town shall execute the PILOT Agreement and Claremont shall deliver the same to Town Counsel or a mutually agreed upon escrow agent to be held in escrow pursuant to mutually agreed upon conditions under the provisions of this Agreement (the "Escrow Agent"). In the event the Town Meeting Approval Conditions are not satisfied this Agreement and the obligations set for the in the PILOT Agreement shall become null and void and of no force and effect.

3. In the event that the Special Permit and Other Required Approvals Conditions are satisfied, Claremont shall deliver notice thereof to the Escrow Agent, who shall thereafter record with Norfolk Registry of Deeds and the Norfolk Registry District of the Land Court, as appropriate, the PILOT Agreement. In the event that the Special Permit and Other Required Approvals Conditions are not satisfied, Claremont or the Town may deliver notice to the Escrow Agent who shall thereafter immediately return the original copy of the PILOT Agreement to Claremont and simultaneously notify the Town that such original was returned to Claremont.

4. Environmental Matters:

   a. Indemnity – As Related to Environmental Conditions On/Under/From the Property and Construction of the Project: Claremont agrees to indemnify, defend and hold harmless the Town from and against any and all claims, charges, costs, damages or liabilities arising from or relating to (A) the presence or release on or before the date hereof of any "Hazardous Materials" or "Oil" (as such terms are defined in the Massachusetts Contingency Plan or "MCP", 310 CMR 40.0000) on, in, under or migrating from the Property, including without limitation releases reported to the Massachusetts Department of Environmental Protection ("DEP") and assigned Release Tracking Numbers 3-33202, 3-33313, 3-33314, and 3-33342 ("Property Environmental Conditions") or (B) the gross negligence or willful misconduct of Claremont or any of Claremont's contractors, Licensed Site Professionals or agents during construction of the Project.

   b. Release – As Related to Environmental Conditions On/Under/From the Property and Abutting Public Ways: Claremont, on behalf of itself and its successors (including without limitation, future owners of the Property) and assigns, agrees to release the Town from all claims or demands for property or other damage, liabilities, obligations, penalties, costs, and expenses arising from or in any way relating to (A) the Property Environmental Conditions or (B) the environmental conditions currently present within or under the public ways abutting the Property except to the extent such claims or demands arise from either (1) the gross negligence or willful misconduct of the Town or its contractors, Licensed Site Professionals or agents after the date hereof, or (2) those environmental conditions having migrated from the public way to the Property on or after the effective date hereof due to activities or events beyond the reasonable control of Claremont, its successors and assigns, including any future owner or any of their respective contractors or tenants.

   c. Cleanup Obligations - As Related to Property Environmental Conditions: Claremont shall perform or cause to be performed any assessment, monitoring, reporting, remediation, risk assessments, or any other response actions required by the MCP with respect to the Property Environmental Conditions, including but not limited to any work required to respond to and comply with any DEP audit regarding, or other subsequent DEP order or notice relating to, the Property Environmental Conditions.

d. Vapor Barrier and Subslab Venting – Claremont shall: (a) install, as a voluntary precautionary measure, a vapor barrier and subslab venting system(s) beneath the building in connection with construction of the Project, the venting system to be constructed such that it can be made active if necessary, and (b) cause its Licensed Site Professional to send a letter to the Health Director and Director of Transportation/Engineering, prior to occupancy of the building, confirming that such subslab venting system and vapor barrier have been installed and are operational.

e. Construction Work – Compliance with Laws and Protection of Workers/Residents: All excavation and subsurface construction work performed by or on behalf of Claremont in connection with the Project shall be performed (and conditions encountered in connection with such work shall be addressed) in accordance with the MCP and, if required, a Release Abatement Measure plan prepared by a Licensed Site Professional, filed with DEP, with such Release Abatement Measures to include (a) specifications for health and safety plans, and (b) management procedures for contaminated media that include, among other details, air quality monitoring in connection with activities involving disturbance of contaminated soils or management of contaminated media to ensure protection of persons in the vicinity of the construction work.

5. Obligations of the Town:

On October 25, 2016 the Board of Selectmen voted favorable action on Articles 7 (Zoning), 9 (PILOT Agreement) and 10 (General Authorization) subject to the terms and conditions of this Agreement and conveyed its vote(s) and favorable report to the Advisory Committee and in the Combined Reports which shall be delivered to all Town Meeting Members. The Selectmen shall also, to extent appropriate, cooperate with Claremont and shall encourage other Town Boards to cooperate with Claremont in reviewing in a timely and expeditious manner any required permits and approvals for the Project. The Selectmen shall support and undertake action necessary to obtain the approval of the Attorney General of The Commonwealth of Massachusetts of the Emerald Island Special District Zoning Provisions by Town Meeting.

If the construction of the Proposed Project proceeds prior to the commencement of the Gateway East Project construction and the Gateway East Project requires changes or modifications to the construction work completed by Claremont the Town agrees to assume full responsibility for such changes including all costs.

6. Voluntary Special Permit Conditions: Claremont agrees that a grant by the Town Board of Appeals of any special permit or other zoning relief for the Project may be conditioned upon the following:

   a) The Project shall include a maximum of 175 Select-Service hotel rooms.

   b) The Project shall contain a maximum of 70 structured parking spaces, with said parking spaces configured and managed in a way so as to insure that no more than 70 vehicles are parked on-site at any one time.

   c) The Project plans submitted to the Board of Appeals as part of the Special Permit process shall include: the placement and specifications of all rooftop equipment, signs and exterior lighting and their visual impacts to abutting properties in Brookline; and the location and timing of delivery operations. These plans shall also include: (i) a landscaping plan showing tree plantings in the public way as approved by the Planning Board and Director of Parks and Open Space; and (ii) a specific pedestrian streetscape and streetlight improvement plan approved by the Director of Transportation and Director of Parks and Open Space as required by the zoning.

   d) All illuminated exterior signage shall be designed and installed with the ability to be automatically dimmed during nighttime hours.

   e) Prior to the issuance of a Building Permit, Claremont shall make a payment to the Town in an amount totaling no less than 1% of hard construction costs as defined in the EISD to be used towards improvements within 500 feet of the EISD boundaries. Following submission of final project cost affidavits, if actual hard construction costs exceed the amount utilized in the above calculation, Claremont shall, prior to issuance of any Certificate of Occupancy, make an additional payment in the amount necessary to have the total paid equal to 1% of the actual hard construction costs.

   f) Vehicular access to the site shall include vehicles entering only from Brookline Avenue and exiting only onto River Road.

   g) Hotel parking will be accommodated by structured parking containing no more than 70 spaces. These 70 parking spaces will be used by hotel guests and hotel employees. Additionally, the hotel parking ramp and northern facing garage wall shall be designed, constructed and operated to provide a feasible and efficient potential connection point for parking access to future development on the adjacent site (the "Shared Parking Ramp Design"). Claremont shall provide a detailed Shared Parking Ramp Design to the Town's Planning Board and appointed Design Advisory

Team. Prior to the issuance of Special Permits, Claremont shall provide an easement for the use of its parking ramp for access to a future building adjacent to their site. In recognition of the Shared Parking Ramp Design being an integral element of the Proposed Project which will minimize curb cuts and increase bicycle and pedestrian safety on Brookline Avenue, Claremont shall provide an easement plan in a form acceptable to Town Counsel for recording of the easement as further set forth herein. By so doing, Claremont, to the best of its ability and with the information currently available, acknowledges based on the uses permitted under the EISD that there will be no "over-burdening" of the easement.

h) Prior to the issuance of any Building Permit, the final plans showing the construction of the Shared Parking Ramp Design shall be submitted for approval to the Building Commissioner and Director of Engineering, said plans shall be consistent with the plan provided to Town Counsel to be referenced in the easement.

i) To ensure compliance with the Town's Transportation Demand Management Policy, Claremont shall be subject to traffic monitoring and annual reporting to the Town of Brookline, including the following features: (i) No later than thirty (30) days prior to the anticipated issuance of a building permit for the Proposed Project, a TDM plan shall be submitted to the Town, for review and approval by the Director of Transportation/Engineering and the Planning and Community Development Director (or designee); (ii) In connection with preparation of the TDM plan, Claremont shall provide information as to its existing policies relating to employee transportation then in effect, and the mode use resulting from such existing policies; (iii) An annual monitoring and reporting program will commence after receipt of the final Certificate of Occupancy for the Proposed Project. If the final Certificate of Occupancy for the Proposed Project is issued between September 1 and February 29, the monitoring will take place during the months of September or October and a report provided to the Town no later than November 30. If the final Certificate of Occupancy for the Proposed Project is issued between March 1 and August 31, monitoring will take place during the months of April or May and be reported to the Town no later than June 30; (iv) The monitoring program will be based on traffic counts and employee surveys as to vehicle, transit, pedestrian, and bicycle usage to the Proposed Project. The monitoring program will provide detailed information on the travel modes to work and overall transportation characteristics by type of traveler (employee, visitor, etc.). The survey instrument to be used for mode share monitoring will be provided to the Director of Transportation/Engineering for approval prior to conducting

the survey. The employee survey (which may be conducted through electronic means) will be sent out to all employees, with a goal of securing a 60 percent minimum response rate. A guest/visitor survey shall be conducted during normal business hours, with a goal of securing at least 200 guest/visitor surveys.

j) The submission, prior to issuance of a building permit, of a final construction management plan that includes protocols to insure protection of persons in the vicinity of the construction work, including air quality monitoring during activities involving disturbance of contaminated soils or management of any contaminated media, such plan to be subject to review and approval by the Health Director and Director of Engineering.

k) Claremont and its successors-in-title agree that the duration of overnight occupancy of the hotel rooms shall not exceed ninety (90) consecutive days as to each hotel room.

l) Claremont shall provide notice to the Town of job openings for the benefit of Brookline residents and in particular residents of the Brookline Housing Authority and Village Way and shall conduct a job fair at the Brookline Teen Center or other similar venue.

7. In the event the Special Permit and Other Required Approvals Conditions are satisfied and Claremont proceeds with the Proposed Project, then Claremont agrees, with the approval of the Town's Transportation Director and Director of Parks and Open Space as necessary and in addition to the payment of 1% of the hard construction costs described above, to provide the following public benefits and improvements to mitigate the impacts to the Town and the public from the Proposed Project:

a) On-site pedestrian and landscaping improvements at a cost not to exceed $71,000.00;

b) Pedestrian, bicycle and landscaping improvements at or adjacent to the site and the Emerald Necklace park area at a cost not to exceed $376,855.00;

c) Enter into and record a Restrictive Covenant in substantially the form attached hereto as Exhibit D to assure the long-term certainty of the payment of real estate taxes on the Property or the equivalent payment in lieu thereof;

d) Enter into a Memorandum of Understanding with the Board of Selectmen to maintain a portion of the Emerald Necklace Park adjacent

to the Property as recommended by the Director of Parks and Open Space;

e) In connection with the Town's Gateway East Project, Claremont or its successor-in-interest shall provide a permanent easement to the Town for roadway improvements containing up to 276.25 square feet of land, generally in the area depicted on Exhibit E (the "Roadway Easement").

f) Prior to the issuance of the Special Permit(s) for the Proposed Project, Claremont shall grant a perpetual easement in a form satisfactory to Town Counsel for the benefit of the future owner of the adjacent parcels (the "Adjacent Property Owner") in order to facilitate a future project to be constructed under the EISD that permits the Adjacent Property Owner to utilize the Shared Parking Ramp Design for its own intended use (the "Shared Parking Ramp Easement"). Claremont shall execute and deliver this Shared Parking Ramp Easement in a form acceptable to Town Counsel to be held by Town Counsel in escrow and recorded only after the issuance of an appeal free building permit for the Proposed Project. In the case of an appeal of the building permit(s) or other request for enforcement action then recording shall be at the conclusion of any such appeal or request for enforcement being favorable to Claremont. Claremont shall timely pay the costs to record the Shared Parking Ramp Easement. Claremont agrees that it will not seek compensation, reimbursement for maintenance costs or other benefits for providing the Shared Parking Ramp Easement. In addition, prior to the issuance of the Special Permits for the Proposed Project, Claremont agrees to deliver a term sheet, in a form satisfactory to Town Counsel, outlining the commercially reasonable terms for a future shared ramp easement agreement to be entered into with the Adjacent Property Owner with respect to the use of the Shared Parking Ramp Easement (the "Ramp Access Term Sheet"). The Ramp Access Term Sheet will set forth any other standards, terms and conditions of such access and use not specified herein that are commercially reasonable and typical of any similar parking access easement agreements in the metropolitan area, including but not necessarily limited to terms setting forth that all of the costs of construction to access the ramp, including all costs associated with any temporary parking solution for hotel guests and employees in the event that a portion or all of the parking lot needs to be temporarily closed, shall be paid for by the Adjacent Property Owner. The Shared Ramp Term Sheet shall also include general provisions with respect to: exterior and interior signage indicating the ramp is for both properties; management, insurance and operation of such shared ramp access; reasonable release and indemnity provisions for Claremont and its successors and assigns, mortgagees, lenders and insurers with respect to

such use and access and mutual cooperation clause with respect to permitting and any other necessary regulatory approvals for both parties. The Town will provide upon request a copy of the Shared Ramp Easement held in escrow as well as the Shared Ramp Term Sheet to any potential future property owner of the adjacent property. Upon the request of the Adjacent Property Owner, Claremont will in good faith enter into a shared ramp agreement according to the general provisions of the Shared Ramp Term Sheet and this Agreement. Claremont further agrees to include a mutual cooperation clause in the shared ramp agreement requiring that Claremont and the Adjacent Property Owner shall at all times cooperate in good faith with respect to both the development of the Proposed Project; any other development under the EISD; and in obtaining all permits or other approvals necessary to utilize the Shared Parking Ramp Design, including, but not limited to, a special permit for use of a common driveway. Any failure to timely execute and deliver the Shared Parking Ramp Easement, provide the Ramp Access Term Sheet or enter into a shared ramp use agreement with the Adjacent Property Owner as required by this section shall be deemed a violation of this Agreement and of any previously granted Special Permit.

8. Miscellaneous:

8.1 If either Party brings a legal action to enforce the provisions hereof, the prevailing party shall to the extent permitted by law be entitled to recover reasonable attorneys' fees, as determined by the court that decides the matter in dispute. However, prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, the Town and Claremont agree that such disputes shall first be subject to non-binding mediation, for a period not to exceed ninety (90) days. Costs of such mediation shall be shared equally by the Parties.

8.2 It is the intent of the Parties that the obligations in this Agreement shall run with the land comprising the Property and be binding upon and inure to the benefit and burden of Claremont and its heirs, successors and assigns during their respective periods of ownership of the Property and shall survive any transfer of the Property or any portion thereof. Claremont agrees to provide a copy of this Agreement to any transferee of the Property or any portion thereof.

8.3 Each of the Parties signing below hereby represents and warrants that it is authorized to enter into this Agreement and execute the same on behalf of, and to bind legally, such Party.

8.4 All notices or requests required or permitted hereunder shall be in writing and addressed, if to the Town as follows:

Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 0 2445

with a copy to:

Joslin Murphy, Town Counsel
Office of Town Counsel
333 Washington Street
Brookline, MA 02445

If to Claremont addressed as follows:

Elias Patoucheas, President
Claremont Companies
One Lakeshore Center
Bridgewater, MA 02324

And a copy to:

Robert Allen, Esq.
Law Office of Robert L. Allen, LLP
300 Washington Street
Brookline, MA 02445

Each of the Parties shall have the right by notice to the other to designate additional parties to whom copies of notices must be sent, and to designate changes in address. Any notice shall have been deemed duly given if mailed to such address postage prepaid, registered or certified mail, return receipt requested, on the date the same is received or when delivery is refused, or if delivered to such address by hand or by nationally recognized overnight courier service, fees prepaid, when delivery is received or when delivery is refused, or if transmitted by facsimile or other electronic means with confirmatory original by one of the other methods of delivery herein described, on the date so transmitted by facsimile or other electronic means.

8.5 If and to the extent that either of the Parties is prevented from performing its obligations hereunder by an event of force majeure, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the

Parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term force majeure shall mean any cause beyond the reasonable control of the affected party, including without limitation: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; failure of transportation, strikes, lockouts; actions of labor unions; condemnation, laws or orders of governmental or military authorities, requirement of statute or regulation, action of any court, regulatory authority, or public authority having jurisdiction; or any other cause similar to the foregoing, not within the reasonable control of such party obligated to perform such obligation. With respect to any particular obligation of Claremont only, the term force majeure shall include the denial of, refusal to grant or appeals of any permit or approval of any public or quasi-public authority, official, agency or subdivision and any litigation brought by a third party relating to such particular obligation.

8.6 Failure by CLAREMONT to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until CLAREMONT fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the Town to CLAREMONT and thereafter fails to complete such cure, correction or remedy within sixty (60) days of receipt of such written notice or, with respect to defaults which cannot reasonably be cured, corrected or remedied within such sixty (60) day period, within such additional period of time as is reasonably required to remedy such default, provided CLAREMONT exercises due diligence in the remedying of such default and notifies the Town of the steps being taken to remedy the default.

8.7 The Parties agree that time is of the essence with respect to the obligations of the Parties as set forth herein. To that end it is Claremont's good faith intention to proceed as expeditiously as possible after the issuance of the Special Permit(s) for the Proposed Project to apply for all necessary building permit(s) and to diligently commence work on the Proposed Project. The Town agrees to request an expedited determination from the Office of the Attorney General with respect to the EISD zoning approved under Article 7.

8.8 The obligations of Claremont do not constitute the personal obligations of Claremont's employees, directors or officers and the Town shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise. In no event shall Claremont be liable for any incidental, indirect, punitive or special or consequential damages.

8.9 Each Party agrees from time to time, upon not less than ten (10) days' prior

written request from the other, to execute and deliver a statement in writing certifying that this Agreement is in full force and effect (or if there have been any modifications, setting them forth in reasonable detail), and that there are no uncured defaults of either Party under this Agreement (or, if not, specifying the respects in which the requesting party is not in compliance in reasonable detail), in form reasonably acceptable to and which may be relied upon by any prospective purchaser, tenant, mortgagee or other party having an interest in the Property and any component of the Proposed Project. Upon full performance by Claremont of its obligations hereunder, the Town, at Claremont's request shall issue a statement in a form appropriate for recording with the Norfolk County Registry of Deeds and filing with the Norfolk Registry District stating that all of the terms of this Agreement have been satisfied.

8.10 Whenever the consent or approval of any party is required under this Agreement, such consent or approval shall not unreasonably be withheld, delayed or conditioned. Such approvals shall be deemed given if no written response is received within ten (10) business days of the request for approval having been so delivered; provided, however, that, in the event that the Town Administrator or his/her designee provides notice within such ten (10) business day period that additional time is needed for the Town to provide such written response not to exceed twenty (20) additional business days, the requested approval shall not be deemed given if a written response is received as soon as practicable but not later than the expiration of the time specified in such notice.

8.11 This Agreement shall be deemed to have been executed within the Commonwealth of Massachusetts and the rights and obligations of the Parties shall be governed by Massachusetts law. Any action to enforce the terms of this Agreement shall be brought in Norfolk County Superior Court.

8.12 If any provision of this Agreement or the application of such provision to any person or circumstances shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of the provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and shall be valid and enforceable to the fullest extent.

8.13 This Agreement and the accompanying PILOT Agreement set forth the entire agreement of the Parties with respect to the subject matter thereto. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This Agreement may be modified only in a written instrument signed by the Selectmen and CLAREMONT. The Parties do not intend for any third party to be benefited hereby.

8.14 This Agreement and the accompanying PILOT shall be deemed null and void

and of no force and effect if Articles 7, 9 and 10 on the Warrant for the November 15, 2016 Brookline Town Meeting are not approved as contemplated and defined more specifically above as the Town Meeting Approval Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

Claremont Brookline Avenue, LLC.

By_____
Elias Patoucheas, President
The Claremont Company, Inc.
As Manager of Claremont Brookline Avenue, LLC
Hereunto Duly authorized
Dated: November 11, 2016

Town of Brookline
Board of Selectmen,

_____
_____
_____
_____
_____

Dated: October 25, 2016

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

I hereby certify that on this 11th day of November, 2016, personally appeared the above named Elias Patoucheas, _____, and provided identification in the form of personal knowledge, and who executed the foregoing as his free act and deed as Manager of Claremont Brookline Avenue, LLC.

_____
Notary Public
My Commission Expires: 10-22-21

JOANNE DALY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 22, 2021

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

I hereby certify that on this 25 day of October, 2016, personally appeared the above named Neil Wishinsky, Nancy Daly, Benjamin Franco, Nancy Heller, and Bernard Greene, personally known to me and who executed the foregoing as their free act and deed as members of the Board of Selectmen of the Town of Brookline acting on behalf of the Town of Brookline.

Witness our hands and seals at Norfolk County, Brookline, Massachusetts, this 25 of October, 2016.

Kate MacGillivray

Notary Public

My Commission Expires: August 10, 2018

Kate MacGillivray
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 10, 2018

EXHIBIT A

Legal Description of 25 Washington Street Property

The following parcels of land situated in Brookline in the County of Norfolk and said Commonwealth of Massachusetts:

Parcel One:

A certain parcel of land with the buildings thereon situate and now numbered 690 and 692 on Brookline Avenue, bounded and described as follows: Northwesterly on Brookline Avenue fifty-three and 29/100 feet (53.29); Northeasterly by land formerly of John Dillon and now or late of Charles A. Crush et al. eighty-nine and 54/100 (89.54) feet; Easterly by River Road forty-four and 51/100 (44.51) feet; Southerly by land now or late of Yiannacopoulus forty-seven and 08/100 (47.08) feet; and Southwesterly by land now or late of Curry seventy-four (74.00) feet. Containing 5,924 square feet.

Parcel Two:

A certain parcel of land with the buildings thereon situate and now numbered 9 and 11 on Washington Street, bounded and described as follows: Southerly by said Washington Street twenty-two (22.00) feet; Westerly by the parcel next hereinafter described fifty-nine and 30/100 (59.30) feet; Northwesterly five (5.00) feet and Northerly eighteen and 44/100 (18.44) feet by land now or late of Curry, and Easterly by land now or late of Yiannacopoulus sixty-three and 70/100 (63.70) feet. Containing 1,300 square feet.

Parcel Three:

A certain parcel of land with the buildings thereon situate and now numbered 13 and 15 on said Washington Street, bounded and described as follows: Southerly by said Washington Street twenty-two and 07/100 (22.07) feet; Westerly by land now or late of Orelovitz thirty-nine and 02/100 (39.02) feet; Northwesterly by the same land seventeen and 50/100 (17.50) feet and by the parcel next hereinafter described twelve (12.00) feet and Easterly by the second parcel herein described fifty-nine and 30/100 (59.30) feet. Containing 1,047 square feet.

Parcel Four:

A certain parcel of registered land lying Northwesterly of the third parcel herein described, bounded and described as follows: Westerly by Lot A as shown on the plan hereinafter referred to eighteen and 56/100 (18.56) feet; Northeasterly by land now or formerly by Charles H. Stearns et al. twenty-one and 83/100 (21.83) feet; Southeasterly by the third parcel hereby conveyed twelve (12.00) feet; Southwesterly by land now or formerly of Israel Jacobs ten and 50/100 (10.50) feet; Southeasterly by the same land seven and 72/100 (7.72) feet. Said parcel

is shown as Lot B on a plan drawn by Aspinwall & Lincoln, Civil Engineers dated Feb. 9, 1924, as approved by the Land Court, filed in the Land Registration Office as Plan No. 7247B, a copy of a portion of which is filed with the Norfolk Registry District with Certificate of Title No. 7071, in Volume 36, and is described in Certificate of Title No. 7072, in said Registry District.

Parcel Five:

A certain parcel of registered land with the buildings thereon situate and now numbered 706 and 708 on Brookline Avenue, bounded and described as follows: Northwesterly by Brookline Avenue thirty-eight and 60/100 (38.60) feet; Northeasterly by land now or formerly of Charles H. Stearns et al. thirty-four and 34/100 (34.34) feet; Easterly by Lot B shown on the plan hereinafter referred to eighteen and 56/100 (18.56) feet; Southeasterly by land now or formerly of Israel Jacobs six and 45/100 (6.45) feet; Southerly by lands now or formerly of Israel Jacobs and of Eva Jacobs fifty-four and 73/100 (54.73) feet. Said parcel is shown as Lot A on a plan drawn by Aspinwall & Lincoln, Civil Engineers dated Feb. 9, 1924, as approved by the Land Court, filed in the Land Registration Office as Plan No. 7247B, a copy of a portion of which is filed in the Norfolk Registry District with Certificate of Title No. 7071, Vol. 36.

Parcel Six:

A certain parcel of land with the buildings thereon situate and now numbered 698 on Brookline Avenue, formerly numbered 27 on Brookline Avenue, bounded and described as follows: Northwesterly by said Brookline Avenue forty-five and 13/100 (45.13) feet; Northeasterly by land now or late of Warren seventy-four (74.00) feet; Southerly in part by land now or late of Yiannacopoulus and in part by land now or late of Warren twenty-eight and 28/100 (28.28) feet; Southeasterly by the last-mentioned land five (5.00) feet; Southwesterly fifty-six and 17/100 (56.17) feet in part by other land now or late of said Warren; being the premises described in Certificate of Title No. 7072 issued from the Norfolk Registry District, and in part by land now or late of Nichelini, being the premises described in Certificate of Title No. 11228 in said Registry District. Containing 2,047 square feet.

Parcel Seven:

The land in Brookline, together with the buildings thereon, and shown as Lots A and B on a plan of land in Brookline, Aspinwall & Lincoln, Civil Engineers, dated June 5, 1926, and recorded with Norfolk Deeds, Book 1711, Page 475, and bounded and described as follows:

Commencing at the Southeasterly corner of said premises on Washington Street by land now or formerly of James J. Warren, running Northerly and bounded Easterly by said land now or formerly said of James J. Warren, thirty-nine and 8/100 (39.08) feet to a stake three (3) feet six (6) inches from the end of the building formerly standing thereon; thence running Northeasterly seventeen and 50/100 (17.50) feet, bounded by land now or formerly of said James J. Warren, to a stake; thence turning and running Westerly bounded Northerly by land now or formerly of said James J. Warren, ten and 50/100 (10.50) feet; thence turning and

running Southerly bounded Westerly by land now or formerly of said James J. Warren fourteen and 17/100 (14.17) feet to the corner of the dwelling house which formerly stood thereon; thence turning and running Westerly bounded by a 3-foot passageway and land now or formerly of James J. Warren fifty-four and 73/100 (54.73) feet to Brookline Avenue; thence turning and running Southwesterly by said Brookline Avenue fifty-two and 3/100 (52.03) feet; thence turning and running at the junction of Brookline Avenue and Washington Street in a Southeasterly direction as shown on said plan, seven and 79/100 (7.79) feet; thence turning and running Easterly by said Washington Street eighty-three and 96/100 (83.96) feet to the point of beginning; together with the right to pass and re-pass at all times over said 3-foot passageway.

Parcel Eight:

All of that certain parcel of land situate in Brookline in the County of Norfolk and said Commonwealth, bounded and described as follows:

Easterly by the Westerly line of River Road, forty-five and 67/100 (45.67) feet; Southeasterly by the Northwesterly line forming the junction of said River Road and Washington Street, thirty-two and 69/100 (32.69) feet; Southerly by the Northerly line of said Washington Street, thirty-eight and 72/100 (38.72) feet; and Westerly, sixty-three and 81/100 (63.81) feet, and Northerly, fifty-six and 92/100 (56.92) feet, by land now or formerly of the Gulf Oil Corporation.

All of said boundaries are determined by the Land Court to be located as shown upon plan numbered 25231A, which is filed in Norfolk Registry District with Certificate No. 53210, Book 267, the same being compiled from a plan drawn by William S. Crocker, Civil Engineer dated June 15, 1954, and additional data on file in the Land Registration Office, all as modified by and approved by the Court.

EXHIBIT B

ARTICLE 7

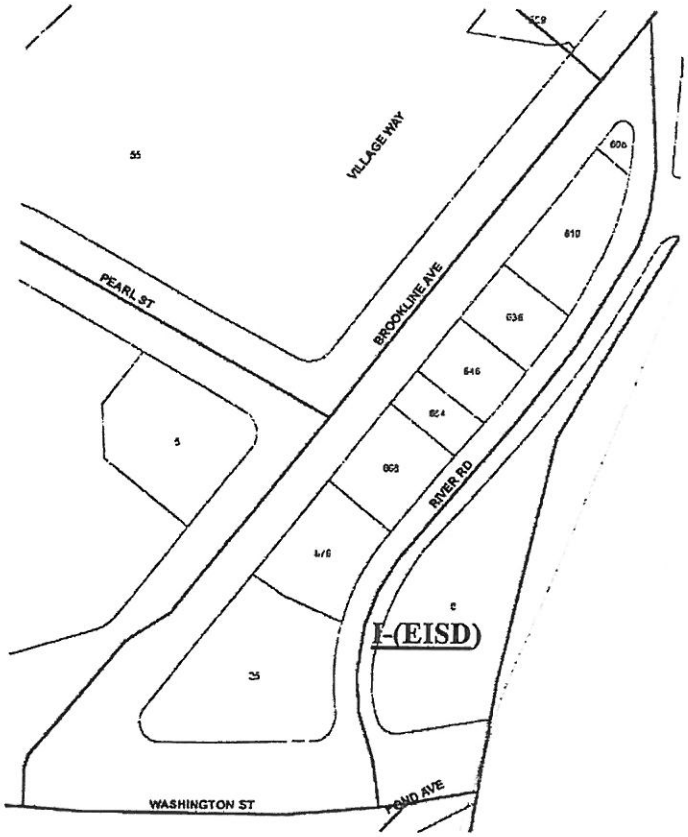
SEVENTH ARTICLE

Submitted by: River Road Study Committee

To see if the Town will amend the Zoning By-Law by amending the zoning district and corresponding sections of the Zoning By-law currently designated I-1.0 as shown on the current Zoning Map, as follows:

1. **Amending the Zoning Map as shown to add a new I-(EISD) district as shown below.**

   (Changes in bold and underlined)



2. **By amending Section 2.04.3 to add the following definitions**

   a. "Dwelling, Live/Work Space: A building or any portion thereof containing common work space areas and/or dwelling units measuring no more than 900 square feet in gross floor area per unit that are used by at least one occupant as

both their primary residence and primary work/artist studio space, including use 46 (Light Non-Nuisance Manufacturing) and 58A (Home Office) as certified annually by the property owner with the Building Commissioner."

b. "Dwelling, Age Restricted: A building where all residents are 62 years of age or older. Such units shall be subject to an age restriction described in a deed, deed rider, restrictive covenant, or other document in a form reasonably acceptable to Town Counsel that shall be recorded at the Registry of Deeds or the Land Court. Age and occupancy restrictions shall not preclude reasonable, time-limited guest visitation rights or accommodation for caretakers for the primary resident. The age and occupancy restrictions shall be enforceable solely against the violating unit and not the development as a whole, by the owner of one or more dwelling units or by the Town of Brookline. In the event of a violation, and at the request of the Town, the owner of the unit shall comply with the age and occupancy restrictions."

c. "Dwelling, Micro Unit: A building or any portion thereof containing residential units measuring no greater than 500 square feet in gross floor area per unit. Buildings containing Micro Units may have flexible common areas for living and/or working."

3. By amending Section 3.01.3a as follows:

(Changes in bold and underlined)

a. 3. Industrial Districts

a. Industrial Services (I)

1) I-1.0

<u>2) I-(EISD)</u>

4. By amending Section 4.07 – Table of Use Regulations as follows:

(Changes in bold and underlined)

Principal Uses	Residence					Business			Ind.
	S	SC	T	F	M	L	G	O	I
RESIDENCE USES									
6B. Dwelling, Live/Work Space ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No***
6C. Dwelling, Age Restricted ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No***
6D. Dwelling, Micro Unit ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No***
8. Hotel *Permitted by special permit in M-2.5 Districts and in business districts only if the hotel building is not within 50 feet from a lot or lots in an S, SC, or T District. ****Permitted by special permit in I-(EISD) District in accordance with 5.06.4.j..**	No	No	No	No	No*	No	SP*	No	No**
8A. Limited Service Hotel *Permitted by Special permit in M-2.5, Cleveland Circle Hotel Overlay District **and I-(EISD) District.** **Permitted as of right only in the G-1.75 (LSH) Limited Service Hotel District, provided that the applicant for a building permit certifies to the Building Commissioner that (a) at least 20% of all on-site parking spaces will be available for overnight public parking at prevailing overnight public rates, (b) that all on-site parking spaces will be available between 8:00 a.m. and 6:00 p.m. at prevailing public meter rates and (c) at least 25% of the lot area is to be used for open space open to the public. Otherwise such use shall be by	No	No	No	No	No*	No*	Yes**	No	No*

special permit in business districts only if the hotel building is not within 50 feet from a lot or lots in an S, SC or T District. Permitted by Special Permit in G-(DP) District in accordance with Section 5.06.4.g.									
INSTITUTIONAL, RECREATIONAL & EDUCATIONAL USES									
18A. Small group health and fitness club not exceeding 2,500 square feet of gross floor area operated for profit and for members only, solely for the purpose of providing physical fitness, exercise, therapy, rehabilitation and/or health services. ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	No	No	No	No	No	Yes	Yes	Yes	Yes*
OFFICE USES									
20A. Office or clinic of a licensed veterinarian for treatment of animals, including laboratories and holding facilities. No outdoor facilities for animals shall be permitted. Studies by recognized experts shall be submitted to insure, to the satisfaction of the Board of Appeals, that the use will be constructed so as to safeguard nearby properties against undue noise, odor and improper waste disposal. *Verification of noise control shall include verification by a professional engineer (P.E.), utilizing an acoustical engineer under his/her supervision if necessary, that under worst-case (e.g., maximum number of animals, open windows if applicable) conditions neither daytime nor nighttime background noise levels, as defined in Article 8.15.3 of the Town By-Laws, will be exceeded at the boundary of the property where the use is located. Moreover, as a condition of a Special Permit, the ZBA shall require that further noise control measures be undertaken in the future if such background noise levels are exceeded during operation of the facility. **** Permitted by special permit in the I-(EISD)**	No	No	No	No	No	SP*	SP	SP	SP**

District in accordance with 5.06.4.j.									
21. Business, professional, or governmental office other than Use 20 and 20A. *Provided no commodities are kept for sale on the premises **** Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	No	No	No	No	No	Yes	Yes	Yes*	Yes**
RETAIL AND CONSUMER SERVICE USES									
29. Store of less than 5,000 square feet of gross floor area per establishment, primarily serving the local retail business needs of the residents of the vicinity, including but not limited to grocer, baker, food store, package store; dry goods, variety, clothing; hardware, paint, household appliances; books, tobacco, flowers, drugs. ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	No	No	No	No	No	Yes	Yes	No	Yes*
30. Eating places of less than 5,000 square feet of gross floor area per establishment, primarily serving local needs, including but not limited to lunch room, restaurant, cafeteria, place for the sale and consumption of beverages, ice cream and the like, primarily in enclosed structures with no dancing, nor entertainment other than music. ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	No	No	No	No	No	Yes	Yes	No	Yes*
32. Service business primarily serving local needs, including but not limited to the following uses: (a) Barber, beauty shop, laundry and dry-cleaning pickup agency, shoe repair, self-service laundry, or other similar use. (b) Hand laundry, dry-cleaning or tailoring, or other similar use, provided, in L and G Districts, personnel is limited to five persons at any one time. (c) Printing shop, photographer's studio, caterer, or other similar use, provided, in L and G Districts, personnel is limited to five persons at any one time. *Permitted by special permit in an M-1.0 (CAM) District.	No	No	No	No	No*	Yes	Yes	No	Yes**

**** Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**									
33. Stores not exceeding 10,000 square feet of gross floor area serving the general retail needs of a major part of the Town, including but not limited to general merchandise department store, furniture and household goods. *** Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	No	No	No	No	No	No	Yes	No	No*
33A. Stores over 10,000 square feet of gross floor area serving the general retail needs of a major part of the Town, including but not limited to general merchandise department store, supermarket, grocery store, furniture and household goods. *** Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	No	No	No	No	No	No	SP	No	SP*
34. Place for the sale and consumption of food and beverages exceeding 5,000 square feet of gross floor area, or providing dancing and entertainment. *Permitted by Special Permit in the Cleveland Circle Hotel Overlay District. **** Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**`	No	No	No	No	No	No*	Yes	No	Yes**
ACCESSORY USES									
46. Light non-nuisance manufacturing, provided that all resulting particulate matter, flashing light, fumes, gases, odors, liquid and/or solid wastes, smoke, and vapor are effectively confined to the premises or disposed of in a manner so as not to create a nuisance or hazard to safety or health and in compliance with all applicable town, state, and federal laws and regulations; further provided that no vibration is perceptible without instruments at a distance greater than 50 feet from such premises and that noise limits shall conform to the **Town's Noise By-law**. At least 30 days prior to the Board of Appeals hearing, the applicant shall submit	No	No	No	No	No	No	No	No	SP**

studies by recognized experts to insure, to the satisfaction of the Board of Appeals, that the use will be designed and operated so as to conform to the standards above. Such studies shall include description of operations and processes proposed, materials to be used, above-and-below-ground storage facilities, and waste products. Any applications, including the required studies, shall be referred to the Conservation Commission and the Health Department for advisory reports in accordance with the procedures in **§9.04.*** *For uses 42 to 46 inclusive, all storage of materials and equipment and all business operations, such as loading, parking, and storage of commercial vehicles, shall be within an enclosed building. This requirement may be modified by the Board of Appeals by special permit only, provided the requirements of **§6.04, paragraph 8.** and **§9.05** are met. Such special permit may be rescinded or modified by the Board of Appeals after notice and hearing if noncompliance with the conditions of approval is determined. **** Permitted by Special Permit in the I-(EISD) District in accordance with 5.06.4.j.**									
58A. Office/studio within the place of residence provided all of the following conditions are met, except that only condition (e) below needs to be met in the G-(DP) **and I-(EISD) Districts:** (a) the office occupies not more than one room; (b) there are no nonresident employees; (c) there are no clients visiting the premises (members of the clergy shall be exempt from this limitation); (d) there are no signs nor other external evidence of the office; and (e) there is no production of offensive noise, vibration, smoke, dust or other particulate matter, heat, humidity, glare, or other objectionable effects.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
66. Accessory laboratory. *In permitted institutions only. **** Permitted by Special Permit in the I-(EISD) District in permitted institutions only and in accordance with 5.06.4.j.**	No	No	No	No	SP*	SP*	SP	SP	SP**

5. By amending Section 5.01 – Table of Dimensional Requirements by adding I-(EISD) and adding footnote 20 as follows:

(Changes in bold and underlined)

DISTRICT	USE	LOT SIZE MINIMUM (sq. ft.)	FLOOR AREA RATIO MAXIMUM	PBI NBONLY	LOT WIDTH MINIMUM (feet)	MAXIMUM HEIGHT	PBI		MINIMUM YARD			OPEN SPACE (% of gross floor area)	
							B	NB	Front	Side	Rear	Landsc.	Usable
I-1.0 & **I-(EISD)[20]**	Any structure or principal use (dwelling-footnote 5)	none [4]	~~1.0~~ **1.0 or NA [20]**	NA	none	40 **or 110 [20]**	NA	NA	20 **[20]**	NA	10+L/10 **[20]**	NA	NA

20. See Sections 4.07 and 5.06.4.j with respect to uses and all dimensional requirements.

6. By amending Section 5.06.4 to create Section 5.06.4.j "Emerald Island Special District" as follows:

Emerald Island Special District I-(EISD)

1. The Emerald Island Special District – the area bounded by River Road, Brookline Avenue, and Washington Street – is an area in transition. It has been determined through study by the River Road Study Committee that specific zoning parameters are required to encourage appropriate redevelopment of this district. In developing these zoning parameters, due consideration has been given to the prominent location of this area as a major gateway to Brookline. The proximity of the Muddy River, Emerald Necklace, Longwood Medical Area as well as the differences in the scale of existing buildings, recently permitted and proposed developments, access to transit, and the solar orientation of sensitive nearby uses, including the residences of Village Way and Emerald Necklace Park all combined to shape the Special District parameters. Following a comprehensive study by financial, architecture, urban design and real estate experts, the Committee further concluded that the following concepts related to allowed uses, building heights, building form, parking requirements and the public realm are appropriate for this Special District.

2. All applications for new structures, outdoor uses, and exterior alterations in the Emerald Island Special District which exceed a floor area ratio of 1.0, a height greater than 40' and/or seek alternative parking and loading zone requirements shall be permitted only on lots greater than 13,600 square feet in contiguous area and only for the uses described in Section 5.06.4.j.3, shall be subject to Site Plan

Review by the Planning Board as described in Section 5.06.4.j.4, shall be subject to the requirements of Section 5.09, Design Review, shall obtain a special permit per Section 9.03, and shall meet the following requirements:

a. Setbacks and Sidewalk Widths:

   i. All buildings shall be setback 10 feet from the mid-district drainage easement as shown in Figure 5.06.4.j.1 below.

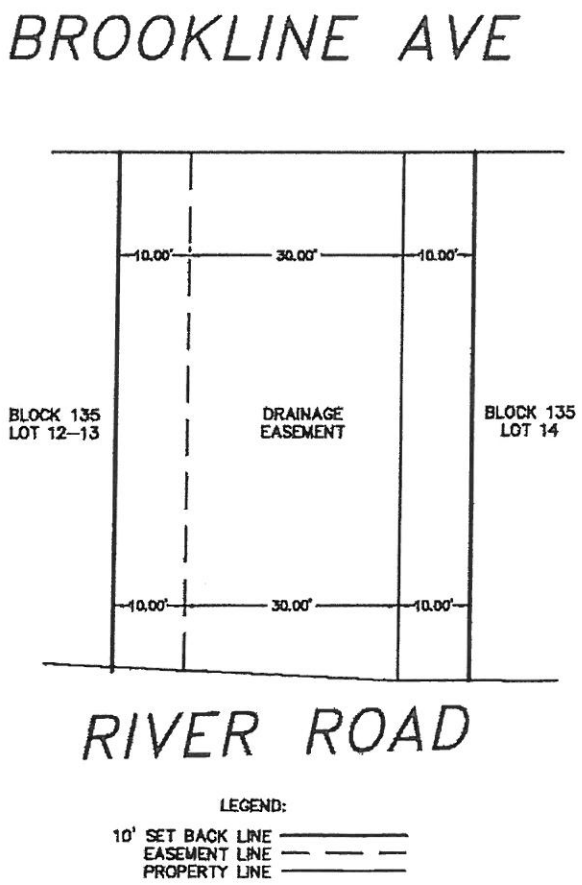


FIGURE 5.06.4.j.1 Setbacks from Mid-District Drainage Easement

ii. All buildings shall be setback 45 feet from the Point of Intersecting Tangents of Brookline Avenue and River Road as shown in Figure 5.06.4.j.2 below.

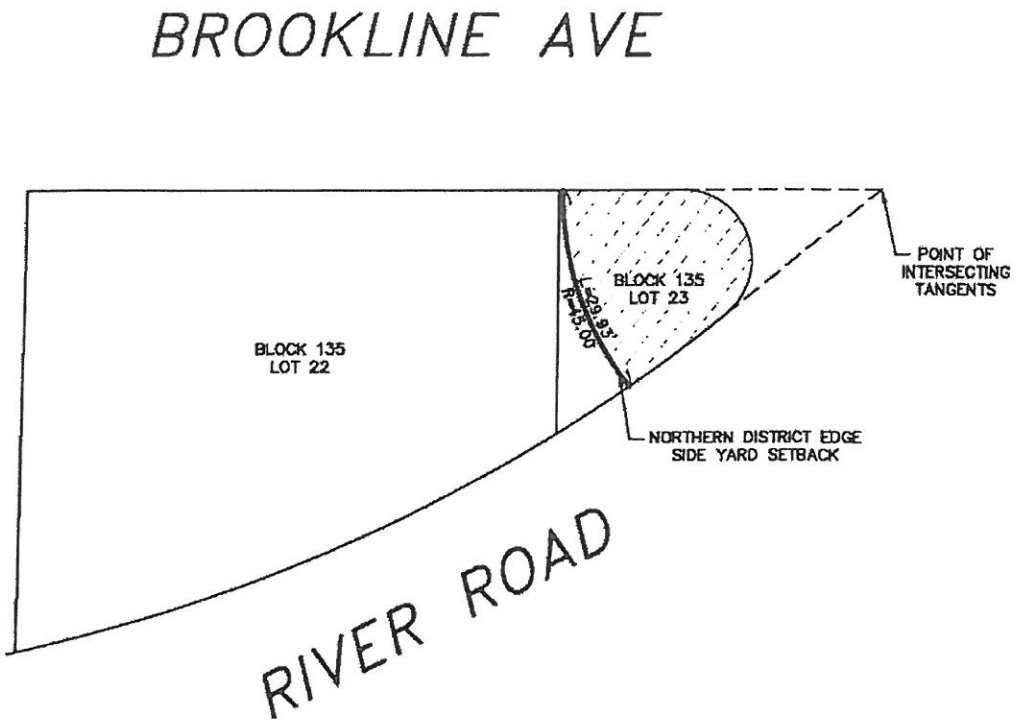


FIGURE 5.06.4.j.2 Northern District Edge Sideyard Setback

iii. Notwithstanding Section 5.01 and other than as provided in Sections 5.06.4.j.2a.i and 5.06.4.j.2a.ii, there shall be no additional setback requirements except as is necessary to achieve the required sidewalk widths for the district. For the purposes of the EISD only, sidewalk shall be defined as the area between the building façade and the face of the curb. The required sidewalk width shall be measured from the ground level of the proposed building façade to the face of the curb at the time of special permit application. All sidewalks shall maintain a minimum 5 foot wide walkway clear from all obstructions, including, but not limited to tree pits, structural columns and street furniture. The minimum sidewalk width along Brookline Avenue and River Road shall be no less than 12 feet. The minimum sidewalk width along Washington Street shall be no less than 10 feet.

iv. Where it can be demonstrated that achieving the required sidewalk width would be infeasible in limited areas, the Board of Appeals may by special permit reduce the required width of the affected areas to no less than 8 feet on Washington Street and River Road. No relief may

be granted for a reduction in sidewalk width along Brookline Avenue. Applicants for a special permit to reduce the width of a sidewalk shall provide written and graphic documentation to the Planning Board illustrating why the required width is not attainable in the affected area. The Planning Board may in an affirmative and written determination make a recommendation to the Board of Appeals to reduce the width of the sidewalk in limited areas. Where relief is granted, applicants shall provide counterbalancing amenities in the form of wider sidewalks and/or landscaping on-site or in the immediate area adjacent to their site, subject to the review and approval of the Planning Board.

b. The minimum finished floor to floor height for all ground floor levels shall be no less than 15 feet.
c. No permanent on-site parking spaces shall be located on the ground level in the Special District.
d. All new buildings and renovations to existing buildings shall be LEED Silver Certifiable or higher. Applicants shall provide evidence to the satisfaction of the Building Commissioner and Director of Planning and Community Development that all new construction and renovations of existing buildings are LEED Certifiable Silver or a higher rating via the provision of a LEED scoring sheet. The construction or renovation of such buildings consistent with these plans shall be confirmed prior to the issuance of a Certificate of Occupancy.
e. Street trees shall be provided at regular intervals approximately every 25 feet along the sidewalks of Brookline Avenue, Washington Street and River Road. The size, location and species of all trees at the time of planting and the final design of all landscaping in the public way shall be approved by the Director of Parks and Open Space or his/her designee. In circumstances where trees cannot be provided as stipulated above as determined by the Director of Parks and Open Space or his/her designee, the applicant shall provide an equivalent amount of trees and/or landscaping at appropriate locations on the site or make a financial contribution to the Town in an equivalent dollar amount for similar improvements in adjacent parks and public spaces.
f. The applicant shall devote no less than 1% of the hard construction cost of constructing its project, (including any building, site work, above ground or underground structures, but exclusive of tenant fit-up) to making off-site, streetscape and parks improvements within 500 feet of the Special District boundaries. In addition to review by the Planning Board, a plan of the proposed off-site improvements shall be submitted for the review and approval of the Director of Transportation and the Director of Parks and Open Space or their designees. Alternatively, with the approval of the Director of Transportation and the Director of Parks and Open Space, the applicant may make a financial contribution to the Town in an equivalent dollar amount to be used by the Town for such purposes.
g. Public seating and pedestrian-scale lighting shall be provided at regular intervals. The location, number and design of all seating and lighting in the

public way shall be approved by the Director of Parks and Open Space or his/her designee.

h. Notwithstanding the provisions of Sections 6.06.6 and 6.07, the number and size of required loading zones may be reduced in accordance with Site Plan Review as noted in Section 5.06.4.j.4 below.

i. A building shall not have more than 30% of its frontage along a street devoted to residential use including associated lobby use.

j. Any proposed building shall be permitted to have more than one principal use. For example, a restaurant or retail business may be located in the same building as a permitted residential, or office, or hotel use without being considered an accessory use.

3. Exceptions to Maximum FAR and Maximum Height

a. Additional height may be granted by special permit up to 85 feet for buildings primarily containing only the following uses: 6B (Dwelling, Live/Work Space); 6C (Dwelling, Age Restricted); 6D (Dwelling, Micro Unit) 8 (Hotel); 8A (Limited Service Hotel); 20 (Medical Office); 21 (Professional Office); 29 (Store less than 5,000 SF), 30 (Eating Place less than 5,000 SF); 33 (Stores not exceeding 10,000 SF); 33a (Stores over 10,000 SF); 34 (Place for the sale and consumption of food and beverages exceeding 5,000 SF); 66 (Accessory Laboratory), only for buildings located a minimum of 189.12 feet from the intersection of Washington Street and Brookline Avenue, provided that the footprint of any building mass above a height of 65 feet covers no more than 55% of the lot area. Buildings may also contain Principal Uses 18A (Small Group Health/Fitness), 20a (Licensed Veterinarian), and 32 (Service Business) provided that such uses occupy no more than 25% of the building. The required 189.12 foot distance from the intersection of Washington Street and Brookline Avenue shall be measured from the Point of Intersecting Tangents as show in Figure 5.06.4.j.3 below.

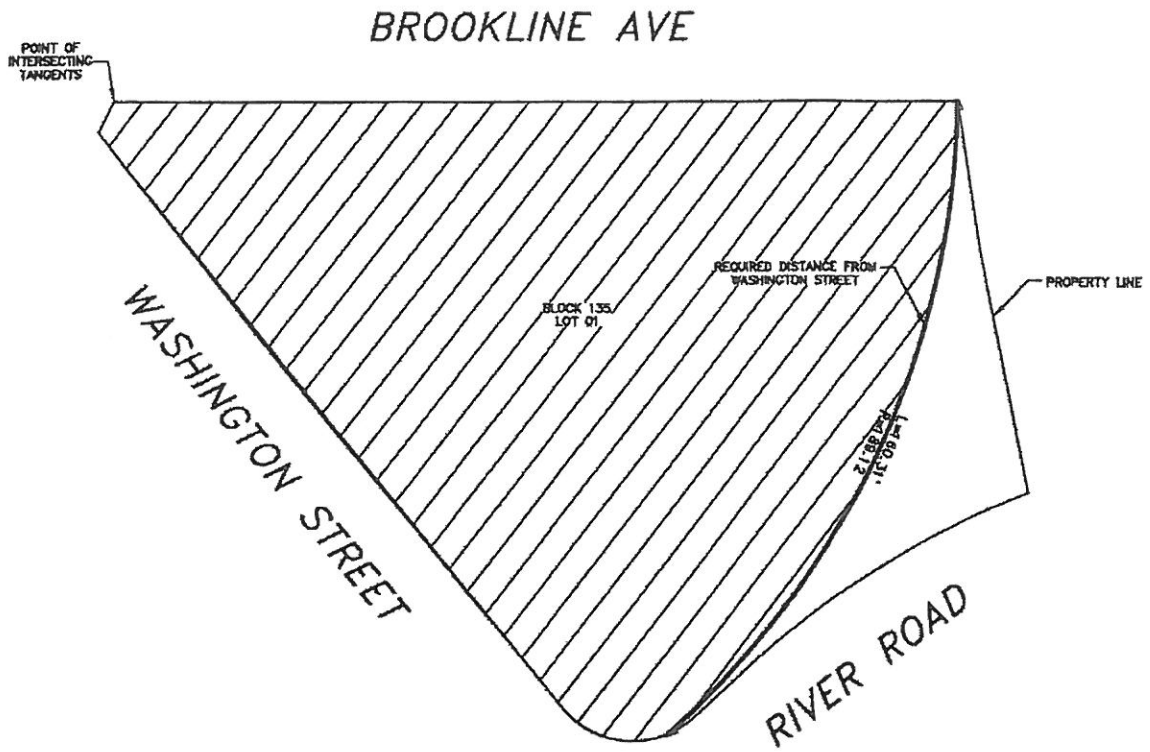


FIGURE 5.06.4.j.3 Required Distance from Washington Street

b. Additional height of up to 110 feet may be granted by special permit for buildings containing only the following uses: 8 (Hotel) and 8A (Limited Service Hotel) and only for buildings with frontage on Washington Street provided that the footprint of any building mass covers no more of the lot area than is specified in Table 5.06.4.j.1 and as depicted in Figure 5.06.4.j.4 below. Where an applicant can demonstrate that additional lot coverage for any building mass above 35 feet would result in an improved building design, the Board of Appeals may by special permit grant an increase in the maximum percentage of lot coverage as shown in Table 5.06.4.j.1 below. Applicants for a special permit to increase the maximum percentage of lot coverage shall provide written and graphic documentation to the Planning Board and Design Advisory Team illustrating how the building design has improved. The Planning Board may in an affirmative and written determination make a recommendation to the Board of Appeals to increase the maximum percentage of lot coverage as shown in Table 5.06.4.j.1 below. The Design Advisory Team shall provide a similar affirmative written recommendation.

Table 5.06.4.j.1 - Maximum % Lot Area Coverage By Building Height

Building Mass Heights	Maximum % Lot Area Coverage	Maximum % Lot Area Coverage By Special Permit with Planning Board Recommendation
0 up to 15'	80%	N/A
15' up to 35'	92%	N/A
35' up to 50'	80%	85%
50' up to 75'	75%	80%
75' up to 110'	50%	55%

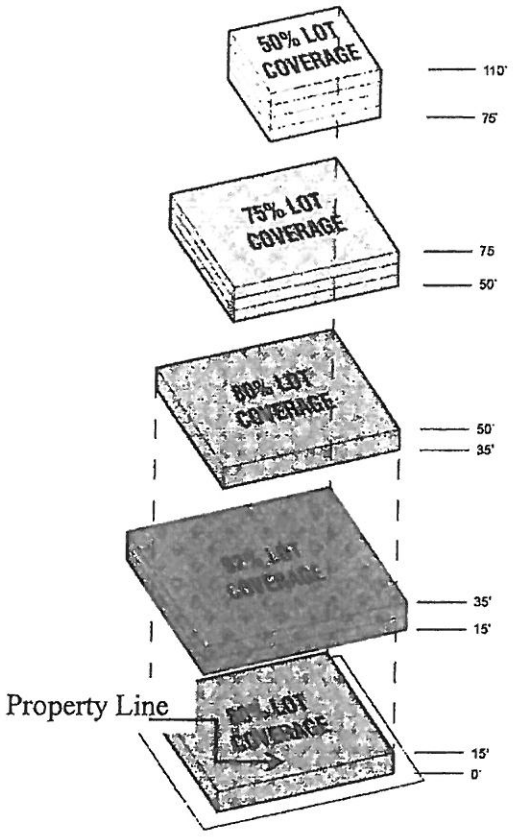


FIGURE 5.06.4.j.4 Maximum % Lot Coverage by Building Height

4. **Site Plan Review**
   a. All applications for new structures shall be subject to site plan review by the Planning Board to: ensure that there is adequate provision of access for fire and service equipment; ensure adequate provision for utilities and storm water storage and drainage; ensure adequate provision of loading zones; ensure adequate provision of parking; minimize impacts on wetland resource areas; minimize storm water flow from the site; minimize soil erosion; minimize the threat of air and water pollution; minimize groundwater contamination from on-site disposal of hazardous substances; maximize pedestrian and vehicle safety; screen parking, storage and outdoor service areas through landscaping or fencing; minimize headlight and other light intrusion; ensure compliance with the Brookline Zoning By-Laws; maximize property enhancement with sufficient landscaping, lighting, street furniture and other site amenities; minimize impacts on adjacent property associated with hours of operation, deliveries, noise, rubbish removal and storage. All plans and maps submitted for site plan review shall be prepared, stamped, and signed by a Professional Engineer licensed to practice in Massachusetts. Pursuant to the site plan review

process, applicants shall provide to the Planning Board and the Director of Engineering a site plan showing:

i. Property lines and physical features, including roads, driveways, loading areas and trash storage for the project site;
ii. Proposed changes to the landscape of the site, grading, vegetation clearing and planting and exterior lighting.

5. Parking and Vehicular Requirements:

USE	MAXIMUM PARKING
Principal Use 6B (Dwelling, age restricted)	1.25 per unit
Principal Use 6C (Live/Work space)	0.50 per unit
Principal Use 6D (Dwelling, Micro Unit)	0.50 per unit
Principal Use 8 (Hotel) and 8a (Limited Service Hotel)	0.40 per room
Principal Uses: 18A (Small group health/fitness); 20 (medical office); 20a (Licensed veterinarian); 21 (professional office); 29 (store less than 5,000K SF); 30	1.50 per 1,000 SF

Notwithstanding Section 6.02, there shall be no minimum parking requirements for the following uses and such uses shall have the maximum parking limits noted in Table 5.06.4.j.2 below.

a.

(Eating places less than 5,000K SF); 32 (Service use business); 33 (Stores not exceeding 10,000K SF); 33a (Stores over 10,000K SF); 34 (Place for sale and consumption of food not exceeding 5,000K SF); 66A (Accessory Laboratory)	

Table 5.06.4.j.2 – Maximum Parking Limits

b. Notwithstanding the above, where it can be demonstrated that additional parking is needed, the Board of Appeals may by special permit increase the maximum parking ratio by no more than 20%. Applicants for a special permit to increase the maximum parking ratio shall provide written documentation to the Planning Board demonstrating the need for additional parking. The Planning Board may in an affirmative and written determination make a recommendation to the Board of Appeals to increase the maximum parking ratio by no more than 20%.

c. Notwithstanding the above, dedicated spaces for Car Sharing Organizations (CS0) may be provided without regard to such maximum parking limits. If such dedicated parking spaces are not leased by any CSO they shall be dedicated to bicycle parking and appropriate bicycle parking hardware shall be provided.

6. **Design Standards:**

a. Building façades parallel to or within 45 degrees of parallel to any property line shall be designed and constructed with equal care and quality. Visual articulation shall be achieved for each façade by (a) employing variations in materials and/or ensuring that no portion of any such façade is coplanar or unbroken for more than 3,500 square feet without a change in depth of 2 feet or more, or (b) utilizing alternative methods of vertical or horizontal articulation, or (c) utilizing other design elements that, in the affirmative and written determination of the Design Advisory Team provide equivalent or better visual relief with respect to building massing, for the reasons expressed in such written determination. The Planning Board and the Board of Appeals shall provide a similar written determination and reasons with respect to façade design. During their review of all proposed building designs, both the Design Advisory Team and Planning Board shall consult the Emerald Island Special District Design Guidelines developed by the River Road Study Committee for guidance on general exterior massing, scale and design.

b. In order to minimize visual and audible impacts, all rooftop mechanical equipment shall be insulated and screened to the greatest extent possible from all public ways via substantial screening materials and/or shall be located in the interior of the building. Additionally, all rooftop

mechanical equipment shall be located such that all shadow impacts are minimized.

7. **Amend Section 6.02, Paragraph 1, Table of Off-Street Parking Space Requirements by adding a Footnote as follows:**

   2. For the I-(EISD) Special District, parking requirements shall be the same as those districts with a maximum floor area ratio of 1.0, except as otherwise provided for in Section 5.06.4.j.

or act upon anything else relative thereto

PETITIONER'S ARTICLE DESCRIPTION

This article is submitted by the members of the River Road Study Committee (RRSC) appointed by the Board of Selectmen. The RRSC was charged with reviewing and analyzing the redevelopment potential of the Industrial (I-1.0) District bounded by Brookline Avenue, River Road and Washington Street (Route 9), including Claremont Companies' proposed hotel redevelopment at 25 Washington Street that was presented to the Economic Development Advisory Board at their January 4, 2016 meeting. As part of its study, the RRSC was tasked with reviewing existing physical and economic conditions, and the redevelopment potential of the district under current zoning and parking requirements. Various land use planning tools were evaluated and applied to the Industrial District, such as, design guidelines, public realm enhancements, shadow studies and transit-oriented development.

Building on the recommendations outlined in the Town's Comprehensive Plan to create district plans that encourage mixed-use development and promote commercial growth along Route 9 as well as the vision articulated in the 2015 M.I.T. study of Route 9 East, the RRSC reviewed and analyzed the connectivity of the district with adjacent neighborhoods, buildings, the Emerald Necklace, River Road, the Brookline Village MBTA stop, the Route 9 and Brookline Avenue roadways, and the planned Gateway East intersection improvements. The RRSC consisted of 17 residents, including many with professional backgrounds and expertise in architecture, landscape architecture, commercial development, finance, planning, real estate and environmental law, as well as; representatives from the Advisory Committee, Planning Board, Economic Development Advisory Board, Zoning By-Law Committee, Tree Planting Committee, Transportation Board, Village at Brookline Tenants' Association and the Brook House Condominium Association. The Committee was staffed by Andy Martineau, the Town's Economic Development and Long- Term Planner and Chaired by Selectman Ben Franco. The RRSC also retained an expert real estate finance consultant to review the issues of financial feasibility and parking requirements for the proposed Special District.

Given the complexity of the issues, and the desire to hear from a wide range of stakeholders, there were 23 committee and subcommittee meetings and countless hours of additional volunteer work by RRSC members. The Committee met regularly with Claremont throughout its process, resulting in significant changes to its proposed hotel massing, parking configuration and sidewalk widths. All of the Committee's meetings were open to the general public and were attended by neighborhood representatives, owners of property within the proposed Special District, representatives from the existing businesses as well as representatives from the Emerald Necklace Conservancy. Members of the public were given the opportunity to, and did, actively participate in the process. The Committee's fundamental charge was to establish zoning parameters for a Special District that would incentivize redevelopment of an appropriate scale and type that enhances and connects with the Emerald Necklace, while minimizing impacts on the public and adjacent neighborhoods. The proposed Special District Zoning utilizes several means to achieve that goal, including a form-based zoning approach that prioritizes height, massing and creative building design over Floor Area Ratio (FAR). In addition to height limitations and corresponding lot coverage limits to establish a more articulated building envelope, the proposed Special District Zoning imposes on-site parking limits, design guidelines adopted by the Planning Board and pedestrian amenity requirements, most notably minimum requirements for sidewalk widths on all sides of the district. As described below, the Special District Zoning amendment encourages a mix of uses for the eight parcels that comprise the 1.2 +/- acre Industrial District that have positive municipal financial impacts.

If adopted by Town Meeting, this zoning amendment would establish the "Emerald Island Special District" (the "EISD"). The proposed amendment would enable a proposed hotel at 25 Washington Street consisting of an 11 story, 153,000 +/- gross square foot building with up to 175 rooms and up to 70 structured parking spaces to move forward, subject to the Town's Major Impact Project permitting process, Special Permit approvals and the terms and conditions of a Memorandum of Agreement between Claremont and the Town. It should be noted that the hotel developer, Claremont Companies has agreed to significant mitigation and community benefit funding for public realm improvements in addition to those required in the Special District Zoning. These improvements will advance the vision for the public realm established by the RRSC. The remainder of the district, consisting of seven parcels including, VCA Boston, Swanson Automotive Services, Alignment Specialty Co., Shambhala Meditation Center, Brookline Foreign Motors, Brookline Ice and Coal and a small parcel owned by the Town, totaling 35,600 +/- square feet in area, will remain unchanged until such time that one or more developers is able to assemble land area sufficient to meet the minimum required lot size for the Special District.

What is a Special District?

The Town's Zoning By-Law allows for the creation of Special Districts in recognition that conditions present within the Town may require detailed neighborhood, district or site planning and design review to insure: orderly and planned growth and development; historic and natural resource conservation; residential neighborhood preservation; economic viability of commercial areas; and concurrent planning for transportation,

infrastructure and related public improvements. To insure that the dimensional and related requirements of the Zoning By-Law address these unique conditions, Town Meeting, from time to time, in accordance with MGL Chapter 40 A, may establish Special District Regulations and the Board of Appeals may consider applications for Special Permits based on those regulations. The Emerald Island Special District Zoning does not replace the underlying I-1.0 zoning; rather it supplements it by allowing for new and expanded uses at a greater density than would otherwise be allowed via the underlying zoning. Those new and expanded uses would all be subject to the Special District Zoning requirements.

How is the EISD Different from Other Districts?

The Town typically relies on FAR and setbacks to limit and guide the massing, size and location of buildings and density of development, primarily to prevent overbuilding and out-of-scale structures in more traditional residential neighborhoods. As recent experience has shown, reliance on traditional zoning tools like FAR does not necessarily result in predictable, well-designed buildings. Throughout its analyses, the Committee remained cognizant of this issue, as well as the fact that the uses included in the Special District Zoning would each have unique floorplate and program requirements with varying floor area totals which would result in various building heights and massing regardless of having the same FAR. The Committee felt that achieving predictable and consistent height, scale and massing of buildings constructed in the Special District is more important than rigid adherence to a FAR coefficient. It was also recognized that this district is small and constrained due in large part to the shallow, odd shaped lots, and because of existing and planned infrastructure improvements. However, the district is also unique as it is bound on all sides by the public way and therefore requires a different and more innovative approach towards achieving the Committee's goals of fostering a greener, more walkable gateway district. The Committee seized the opportunity to take a more form-based approach to defining an acceptable building envelope by developing specific, but flexible dimensional criteria and supplementary design guidelines for the zoning which prioritize the public realm, encourage articulated building mass, creative design solutions and limited building heights over Floor Area Ratio.

Some of the key Special District zoning provisions for the proposed EISD include:

- **No maximum FAR values specified,** instead:
  The height, massing and scale of buildings are defined by maximum building heights ranging from 110' for a portion of the 25 Washington Street parcel to 85' for a portion of the buildings located in other parts of the district, with limits on lot coverage percentages for upper floors, and design guidelines.
- **Limited setback requirements,** instead:
  the zoning employs minimum sidewalk widths for each side of the district with the goal of creating more space than currently exists for pedestrians, street furniture, lighting and tree planting. Additionally there are side-yard setback requirements for buildings abutting a mid-block drainage easement and for buildings abutting the northern most edge of the district for the same reasons.
- **No minimum parking requirements,** instead:

there are parking maximums specified for each use reflective of the transit rich nature of the district, challenges with locating structured parking and less parking intensive uses being encouraged.

- **A minimum lot size of 13,600 sq. ft. is required to trigger the Special District zoning:**
  this will require developers who own a lot under the minimum lot size to consolidate additional parcels and significantly limits the potential that any one small parcel might remain undeveloped in the future.
- **Public realm treatment:** street trees, public seating and lighting are required throughout the district at regular intervals.
- **1% of the hard construction costs of constructing a project (exclusive of tenant fit-up)** will be dedicated to improvements to the public realm within the EISD.
- **Design standards in the zoning and supplementary guidelines will provide guidance to the Planning Board and Design Advisory Team on:** building articulation, ground floor facades, driveway placement, architectural detailing and the public realm.

RRSC Focus and Process:

The Committee focused its work on the following questions:

1. What type of building and mass is appropriate for a unique and highly visible district that is also financially feasible;
2. Where in the district should the bulk of any building mass and taller buildings heights be located;
3. What combination of uses will maximize the revenue potential of the sites while minimizing impacts on schools;
4. What public realm enhancements should be required as part of the Special District Zoning to establish a more walkable, greener gateway district for the town;
5. How to craft Special District Zoning that encourages appropriate and coordinated development for the entire I-1.0 District which has several unique constraints and character defining features, rather than for development on only one parcel of a particular size; and
6. How can redevelopment respect and enhance the Emerald Necklace.

Early on in the process, the RRSC identified a number of potential commercial and very specific types of residential uses that would serve to both maximize the revenue and redevelopment potential of the district and would serve the surrounding neighborhoods while fostering new types of housing that would minimize impacts on schools. The commercial uses the Special District Zoning seeks to incentivize include hotel, retail, restaurant, medical office, general office and limited types of service uses. The site of the proposed hotel development at 25 Washington Street, in particular, represents a tremendous opportunity to transform a former dilapidated gas station and the adjacent public realm into a gateway to the town that complements the Emerald Necklace while generating significantly more tax revenue.

With respect to the residential uses, the Committee is proposing to add three new housing types and corresponding definitions to the Zoning By-Law, including age-restricted housing for residents 62 and older, "Micro Units," and "Live/Work Space." The proposed definitions of Micro Unit and Live/Work Space include limits on the maximum unit size for each. In addition to minimizing impacts on schools, these uses were identified as desirable because of their viability in a physically constrained area; because of the demand in the marketplace and because they are less parking intensive. There is a segment of the Brookline population that desires to "age in place," however; the Town's existing zoning does not provide any height or density incentives for the creation of senior housing. Moreover, there is demand by young professionals to live in the more urban neighborhoods of North Brookline. However, the high cost of rental housing is prohibitive and creates an incentive to pack rental units with multiple tenants thereby reducing the per-person cost. Because of the high costs and the resulting need to live with roommates, young professionals who no longer find this type of shared-housing arrangement desirable often leave Town. The Special District zoning would allow for and incentivize the creation of Micro Units to help mitigate some of the financial barriers young professionals face in securing housing and could help Brookline retain this desirable segment of the population. Development of this type of housing in this location may also serve to increase much needed foot traffic for existing Brookline Village businesses.

Redevelopment Feasibility and Financial Analysis:

The Town's independent real estate finance consultant, Pam McKinney, was asked to review the feasibility of the 25 Washington Street hotel proposal and the other redevelopment scenarios the Committee modeled throughout its process, including the proposed minimum building envelopes the architects and real estate experts on the Committee determined would likely be necessary for any of the proposed redevelopment scenarios to be financially viable. In addition to conducting her own analyses, Ms. McKinney reviewed the financial models developed by the Committee against the Committee's proposed minimum building envelopes. Ms. McKinney determined that all of the uses included in the Special District Zoning are viable from a financial perspective and that the Committee's proposed building envelopes and parking requirements for those uses as well as those proposed for the hotel development are appropriate and are in fact the minimum required for development to be feasible considering market conditions, construction costs and site constraints. Specifically, Ms. McKinney's analysis confirmed that there is strong demand in the market for the type of hotel being proposed for 25 Washington Street as well as for the specific types of residential uses included in the EISD. Her analysis indicated that medical and general office are potentially viable uses, but are less likely given the shape of the lots, the existing and planned supply of medical office in the immediate area as well as the need for more parking for those specific uses. With respect to parking, Ms. McKinney advised that, given the Special District's proximity to public transit, this area is an opportunity to employ alternative parking restrictions versus what might normally be required in a more suburban setting, especially where the most likely uses are those that are the least parking intensive and where neighbors in the immediate area indicated that there is no shortage of off-street parking.

RRSC Conclusions:
Given current and projected market conditions, the uses the Special District seeks to incentivize require buildings of the proposed scale. The underlying zoning for the Industrial District limits the height and FAR of buildings to 40 feet and 1.0 respectively, meaning that the built-out space within buildings could be no greater than the lot area and that buildings could be no higher than 40 feet. The analyses conducted by both the Town's independent real estate finance expert and by those on the RRSC confirmed that the desired uses are not viable within the limitations of the existing zoning, further underscoring the need to create Special District Zoning that incentivizes and allows for the proposed building envelopes. The need for more flexible dimensional and parking requirements was reinforced by the high water table in the area as well as the RRSC's desire to prohibit any on-site parking on the ground level of the district in recognition that "buildings on stilts" were not a desired outcome and that active uses on the ground floor of any future building would help create a vibrant public realm. This means that any on-site parking will need to be housed within future buildings already physically constrained by narrow, irregular-shaped parcels.

There were a number of tradeoffs inherent in the RRSC's process of trying to incentivize certain uses and to improve the public realm, resulting in the creation of Special District Zoning that allows for significantly larger buildings, subject to the EISD requirements. Following several meetings to analyze the financial and architectural feasibility of different types and sizes of potential buildings in this district, it was determined that larger buildings would be required not only for the financial feasibility of the proposed uses, but also to accommodate the unique geometric requirements for structured parking within the buildings. While the Committee acknowledged the need for larger buildings, every effort was made to balance the overall size and form of the building envelopes necessary for financial and architectural viability with the goal of minimizing negative impacts on the surrounding neighborhoods and sensitive nearby park areas.

Anticipated Outcomes:

- If the Special District Zoning passes, the Town will position itself to get ahead of future developers for the balance of the district and proactively shape future redevelopments in this important area of Town.
- The Town will facilitate the transformation of a former gas station at 25 Washington Street into a hotel that is anticipated to yield over $1.5M in net new taxes (rooms and excise).
- The hotel and future redevelopments will provide for significant additional public realm improvements within the EISD, further implementing the vision of the River Road Study Committee.
- The industrial district will be transformed from an overlooked corner of town into a greener and more attractive mixed-use gateway district with amenities for neighborhood residents, pedestrians and park users alike.

Companion Warrant Articles:
Two companion non-zoning warrant articles are being filed by the Board of Selectmen, which if passed at Town Meeting, would authorize the Selectmen to: (i) accept a

Restrictive Covenant to protect the tax certainty for the proposed new development at 25 Washington Street; and (ii) enter into agreements or take other action necessary for the Town to receive the full benefits and protections of a Memorandum of Agreement including mitigation and community benefits pertaining to the proposed development at 25 Washington Street.

River Road Study Committee Membership:

Ben Franco, Chair
Dick Benka
Alan Christ
Chris Dempsey
Steve Heikin
Brian Hochleutner
Yvette Johnson
Ken Lewis
Wendy Machmuller
Hugh Mattison
Tom Nally
Marilyn Newman
Mariah Nobrega
Charles Osborne
Linda Pehlke
Bill Reyelt
Daniel Weingart

SELECTMEN'S RECOMMENDATION

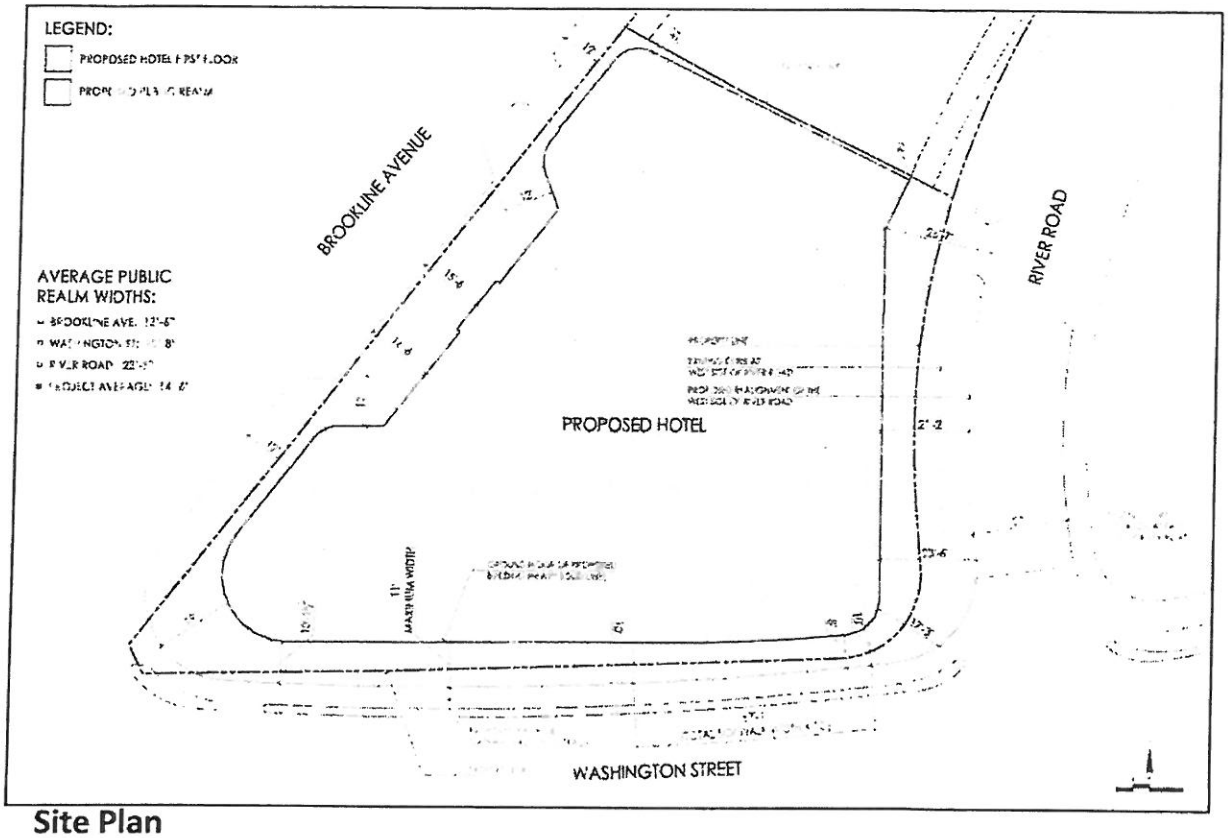
State statutes provide that unpaid bills from previous fiscal years may not be paid from the current year's appropriations without the specific approval of Town Meeting. As of the writing of this Recommendation, there are no unpaid bills from a previous fiscal year. Therefore, the Board recommends NO ACTION, by a vote of 5-0 taken on September 17, 2015.

ADVISORY COMMITTEE'S RECOMMENDATION

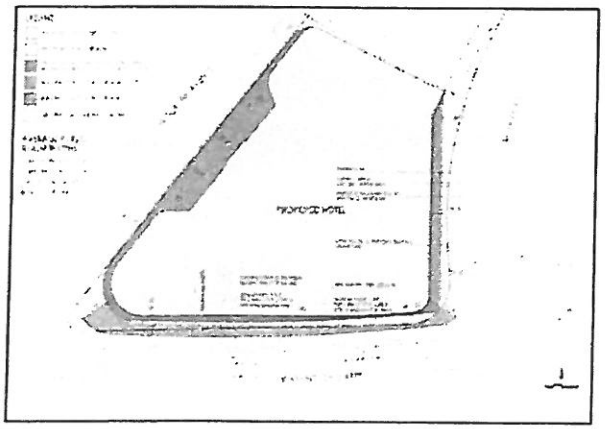
RECOMMENDATION:
As there are no known remaining unpaid bills from the previous fiscal year, the Advisory Committee unanimously recommends NO ACTION on Article 1.

XXX

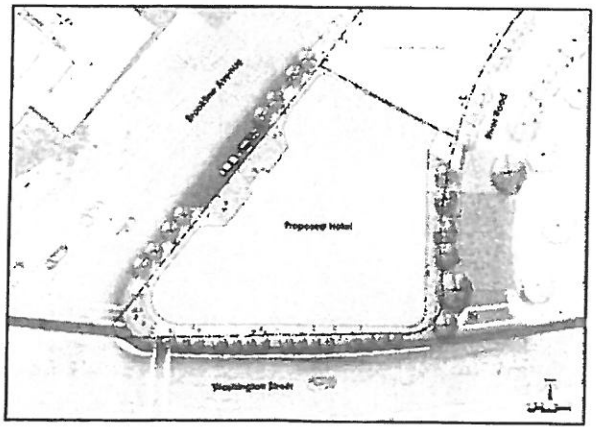
EXHIBIT C



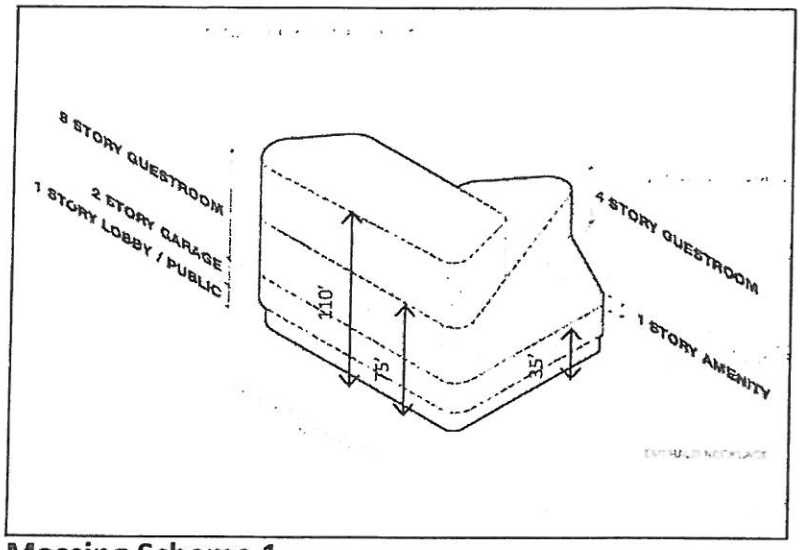
Site Plan



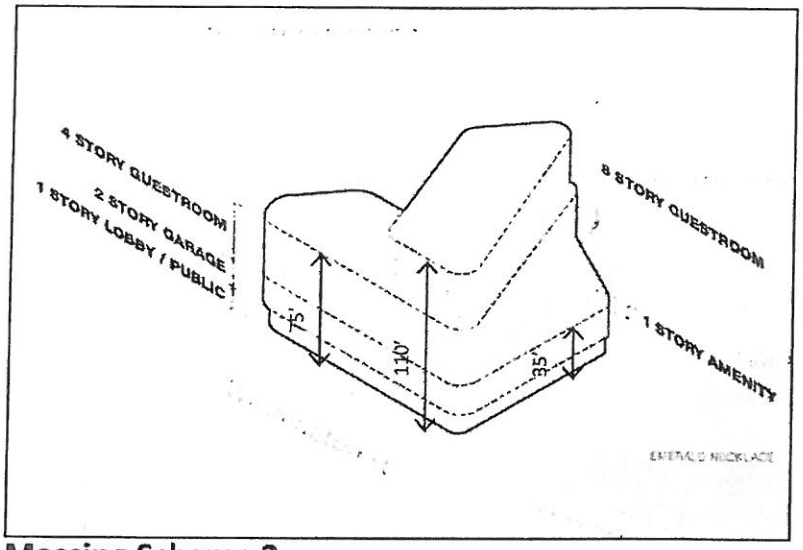
Proposed Sidewalk Widths



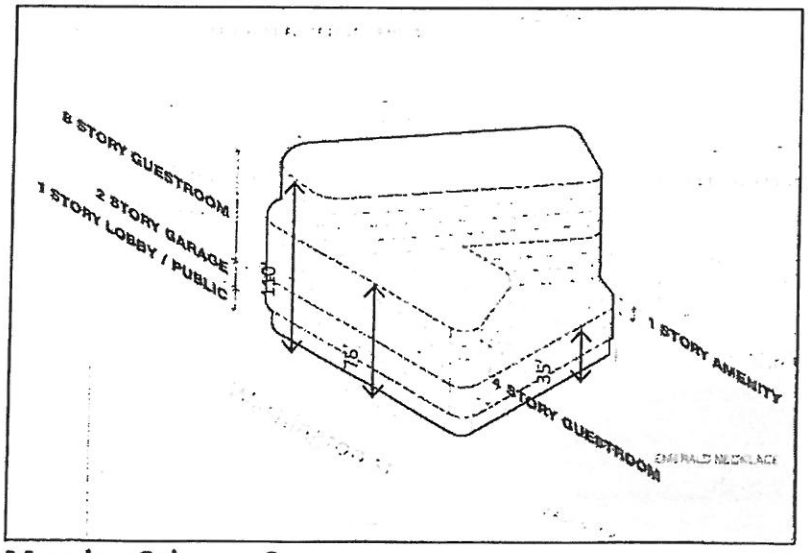
Proposed Landscape Plan



Massing Scheme 1



Massing Scheme 2



Massing Scheme 3

EXHIBIT D

25 WASHINGTON STREET
TAX CERTAINTY AGREEMENT

This Agreement between Claremont Brookline Avenue LLC, a Massachusetts limited liability company, with a principal place of business at Claremont Companies, One Lakeshore Center, Bridgewater MA 02324, its successors and assigns ("Claremont") and the Town of Brookline, a municipal corporation ("Town"), located in Norfolk County, Massachusetts and acting by and through its Board of Selectmen (the "Board"), is made and entered into this ___ day of _____, 2016, upon the mutual promises and obligations hereinafter set forth and additional consideration which the parties acknowledge is adequate and appropriate, upon the following terms and conditions:

PREAMBLE

WHEREAS, the Town through its comprehensive plan seeks to encourage the redevelopment of underutilized, vacant and/or abandoned buildings and land along Route 9 and to be assured that such redevelopment results in the improvements remaining as taxable properties within the Town to help protect the Town's existing property tax revenue; and

WHEREAS, Claremont owns the real property known as and numbered 25 Washington Street (hereinafter the "Premises," the legal description of which is attached hereto as Exhibit A, and also known as 700 Brookline Avenue) which currently consists of a vacant parcel formally occupied by a gas station, and

WHEREAS, Claremont has proposed the development on the Premises of a modern Select-Service hotel and related parking facilities (the "Project"); and

WHEREAS, the Town requires an easement of approximately 276.25 square feet of land on the southeast corner of Premises to construct roadway improvements which is more particularly shown on a sketch plan provided by the Town and attached hereto as Exhibit B (hereinafter the "the Easement"); and

WHEREAS, Claremont requires a zoning amendment to construct the Project; and

WHEREAS, Claremont acknowledges the value of the Easement to the Project; and

WHEREAS, Claremont has stated to the Town that the Project is not likely to result in a loss of the Town's taxable property, and in order to assure that the Premises will pay taxes or the equivalent thereof in the future it has offered to enter into this Agreement; and

WHEREAS, the Town intends to file a Warrant Article for consideration by Town Meeting to accept the Easement and authorize the Board of Selectmen to execute and record The Easement from Claremont on certain terms and conditions and upon the assurance that Claremont would enter into an agreement binding upon its successors and assigns with respect to the future payment of taxes or the equivalent thereof; and

WHEREAS, the Town and Claremont seek to confirm their shared commitment to keeping the Premises upon which the Project may be constructed as a taxable parcel notwithstanding that by virtue of its potential use, it may be exempt from the payment of real estate taxes as nontaxable real property under Massachusetts General Laws, Chapter 59, §5, Clause Third; and

WHEREAS, for the reasons stated above and pursuant to the terms of this Agreement, the Town and Claremont have agreed that Claremont and its successors and assigns in title to the Premises will make, during the term of this Agreement, as that term is explicitly defined below, voluntary payments to the Town in lieu of real estate taxes in circumstances in which Claremont or its successors and assigns in title would not otherwise be obligated to pay real property taxes on the Premises to the Town under applicable law. Voluntary in-lieu of tax payments are in addition to other economic enhancements provided by Claremont in developing the Premises as may be mutually agreed between the Town, acting through its Board of Selectmen, and Claremont;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Claremont and the Town agree as follows:

1. Claremont Commitment to Voluntary Annual Payment to the Town. This Agreement shall become effective on the date of its recording with the Norfolk Registry of Deeds and the Norfolk Registry District of the Land Court ("the Effective Date"). Subsequently, commencing with the first fiscal tax year next following the first assessment date on which the Project has been constructed by Claremont on the Premises and has received a final Certificate of Occupancy from the Town, in the fiscal years thereafter during which the Premises is being used for an Exempt Use or Uses, as hereinafter defined, and expiring ninety-five years from the Effective Date of this Agreement (the "Term"), Claremont shall make a direct financial contribution to the Town (the "Annual Payment"), and the Town shall accept the Annual Payment in full satisfaction of Claremont's obligations to make payments to the Town under this Agreement and/or applicable law (whether now in effect or, subject to Section 4, hereafter amended or adopted) on account of the Premises being used for an Exempt Use or Uses. During the Term, the Annual Payment shall consist of the "Voluntary Payment" more particularly described in Section 2 below. The assessment date shall mean January 1st or another date on which the Town Assessors by statute determine the value of real property for the next following fiscal year.

2. Voluntary Payment To Be Made by Claremont. The "Voluntary Payment" shall be paid by Claremont to the Town pursuant to this Agreement in quarterly installments on the date real property taxes are due and payable in the Town in each applicable fiscal tax year during the Term. The total Voluntary Payment shall be equal to the amount of real property taxes that would otherwise have been levied by and owed to the Town for all or any portion of the Premises were it not used for an Exempt Use or Uses and thus not exempt from real property taxes under applicable law in the relevant fiscal tax year. Claremont shall have the right to contest the amount of the Voluntary Payment on the basis of over valuation or

disproportionate valuation in comparison to similar properties, provided Claremont shall before commencing legal action first use good faith efforts to mediate the issue of valuation with the Assessors. An Exempt Use or Uses shall mean those uses of real property that render such property eligible for exemption from real property taxation pursuant to Massachusetts General Laws Chapter 59, Section 5, Clause Third or other similar law that may be adopted during the Term of this Agreement. The Town shall provide Claremont with a written statement of the amount due not less than thirty (30) days prior to the due date.

3. **Termination of Agreement**. The Town or Claremont shall have the right to terminate this Agreement by, and effective upon, written notice of such termination delivered to the other in accordance with Section 8(a), in the event that, at any time after the Effective Date the federal or state laws, regulations, ordinances and/or other government requirements applicable to the payment by Claremont of taxes, similar assessments or payments in lieu of such taxes on the Premises used for an Exempt Use or Uses and/or any judicial or administrative interpretation of any of them (other than by the Town), change in any manner, the direct or indirect effect of which is to change the terms, conditions, and/or benefits of this Agreement in any way that is materially adverse to the Town or Claremont. This Agreement shall not in any manner whatsoever restrict the Town's exercise of its police power. Upon transfer of title of the Premises Claremont's obligations under the Agreement shall automatically terminate and the successor owner of the Premises shall be bound by the terms of this Agreement in accordance with the Successor Affirmation set forth in Section 7 of this Agreement.

4. **Period of Restrictions.** It is the intent of the parties that the restrictions set forth herein be imposed for a term of ninety-five (95) years from the Effective Date hereof, and Claremont hereby agrees and acknowledges that the restrictions shall not be deemed to be "unlimited as to time" within the meaning of Massachusetts General Laws, Chapter 184, Section 23, and that prior to the expiration of the initial thirty (30) years and prior to the expiration of any subsequent renewal period, such restrictions may be renewed from time to time thereafter for additional periods not in excess of twenty (20) years each, in accordance with the provisions of Massachusetts General Laws, Chapter 184, Section 27 or any successor statute.

5. **Representations as to Authority**. *The Town's Authority.* The Town represents that it is duly organized, validly existing and in good standing under the laws of Massachusetts and has all requisite municipal power and authority under the Town's Bylaws and under the laws of Massachusetts to execute, deliver, perform and be bound by this Agreement. The Town represents that (i) the individuals executing and delivering this Agreement on the Town's behalf are the incumbents of the offices stated under their names, and such offices have been duly authorized to do so by all necessary municipal action taken by and on the part of the Town, (ii) the Agreement has been duly and validly authorized, executed and delivered by the Town, and (iii) subject to any future decision of a court or arbitrator of competent jurisdiction (which the Town will not instigate and has no reason to believe will be forthcoming), the Agreement constitutes the valid and binding obligation of the Town, enforceable against the Town in

accordance with its provisions. If a third party challenges the validity and enforceability of this Agreement against the Town, the Town agrees to use best reasonable efforts to defend the validity and enforceability of this Agreement.

Claremont's Authority. Claremont represents that it is duly organized, validly existing and in good standing under the laws of Massachusetts and has all requisite power and authority to execute, deliver, perform and be bound by this Agreement. Claremont represents that (i) the individual executing and delivering this Agreement on Claremont's behalf is the incumbent of the office stated under his name, and such offices has been authorized to do so by all necessary corporate action taken by and on the part of Claremont, (ii) the Agreement has been duly and validly authorized, executed and delivered by Claremont, and (iii) subject to any future decision of a court or arbitrator of competent jurisdiction (which Claremont will not instigate and has no reason to believe will be forthcoming), the Agreement constitutes the valid and binding obligation of Claremont, enforceable against Claremont in accordance with its provisions. If a third party challenges the validity and enforceability of this Agreement against Claremont, Claremont agrees to use best reasonable efforts to defend the validity and enforceability of this Agreement.

6. **Dispute Costs.** In any dispute arising from this Agreement, the parties hereby agree that the prevailing party shall be entitled to costs and attorneys' fees, including, but not limited to, any fees and costs incurred in collecting a judgment arising from such action However, prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, the Town and Claremont agree that such disputes shall first be subject to non-binding mediation, for a period not to exceed ninety (90) days. Costs of such mediation shall be shared equally by the Parties.

7. **Lien/Collection Remedies.** Upon the failure to make any Voluntary Payment to the Town, the Town may take whatever action it deems feasible to collect said payment whether in law or equity. The parties agree that the Voluntary Payment may constitute a fee for collection proceedings and may constitute a lien on the property for collection purposes. Upon written request from time to time to the Town Tax Collector, the Tax Collector shall provide the record owner of the Premises with a written statement certifying compliance with this Agreement as of said date and otherwise stating any amounts due and payable and the amount of the Voluntary Payment.

8. **Deed Reference and Affirmation of Successor In Title.** Claremont and its successors in title agree that during the Term, that each successive deed to the Premises executed and delivered by the grantor shall contain the following statement:

> "Reference is made to an Agreement by and between Claremont Corporation and the Town of Brookline dated _____, 2016, recorded with Norfolk County Registry of Deeds in Book _____, Page _____ (the 'Payment in Lieu of Tax Agreement'), as well as all amendments duly made and recorded. By acceptance and recording of this deed, the Grantee

acknowledges and accepts the Payment in Lieu of Tax Agreement and all relevant amendments and agrees that the same shall be binding and enforceable against the Grantee in accordance with its terms."

Claremont and such successors in title shall notify the Town in the manner provided in Section 8 hereof of the conveyance of the Premises and shall provide the Town with a copy of the deed evidencing the same conforming to this Section 7. The Town shall not be required to issue the certification provided for in Section 6 hereof absent compliance with Section 7, where applicable.

9. Miscellaneous Provisions.

(a) Notices. All notices, consents, directions, approvals, waivers, submissions, requests and other communications under this Agreement shall be effective only if made in writing with all delivery charges prepaid by a method set forth below, shall be effective at the times specified below, and shall be addressed to:

Claremont Companies
One Lakeshore Center
Bridgewater, MA 02324

With a copy to:

Robert L. Allen Jr., Esq.
Law Office of Robert L. Allen Jr., LLP
300 Washington Street
Brookline, MA 02445

Town of Brookline
Attn: Town Administrator
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

With a copy to:

Town of Brookline
Attn: Town Counsel
333 Washington Street
Brookline, MA 02445

___ By commercially recognized overnight or expedited commercial courier service, effective upon delivery or the refusal of delivery by or on behalf of the addressee as evidenced by the delivery receipt;

___ By hand delivery, effective upon delivery or the refusal of delivery by or on behalf of the addressee as evidenced by the messenger's receipt; or

___ By US certified or registered mail, return receipt requested, effective upon delivery or the refusal of delivery by or on behalf of the addressee as evidenced by the return receipt.

Any party may change or add to the addressees and/or addresses for notice by giving notice of such change or addition to the other party in accordance with this paragraph.

(b) Severability/Captions. The provisions of this Agreement are severable and, if any provision, or any portion thereof, is deemed by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remaining provisions, or remaining portions thereof, shall remain valid and enforceable to the fullest extent permitted by law, provided that (as determined by agreement of the parties or by a court or arbitrator of competent jurisdiction) such continuing validity and enforceability results in neither the loss of any material benefit to, nor the increase of any material burden on, either party or both of them, as such benefits and burdens are originally provided in this Agreement. If this Agreement is terminated or rendered of no effect due to the invalidity, illegality, or unenforceability of any of its provisions, those Claremont obligations that otherwise would survive the Term shall end. The captions used in this Agreement are for convenience only and shall not be deemed to have any relevance to the meaning of any of the provisions.

(c) Waivers/Time of Essence. The provisions and any breach of this Agreement shall not be waived, except expressly in writing signed by the waiving party. A waiver on one occasion or of one provision or breach shall not constitute a waiver on another occasion or of another provision or breach. Time is of the essence of this Agreement.

(d) Amendments. This Agreement shall not be amended unless such amendment shall be expressly agreed in writing executed by duly authorized representatives both parties.

(e) Whole Agreement/Survival. This Agreement supersedes any previous negotiations or agreements between the parties to this Agreement, whether oral or in writing, in relation to the matters dealt with herein and represents the entire agreement between the parties in relation thereto. The provisions of this Agreement that, by their specific terms apply after the Term shall, except as provided in Sections 4 and 8(b), survive the Term for so long as applicable; and all of the provisions of this Section 8 shall also survive the Term in relation to any of this Agreement's other surviving provisions.

(f) Real Property. All references in this Agreement to real property or property owned by or of Claremont shall be deemed to mean fee ownership of the Premises, including fixtures and/or improvements thereto and any use and/or occupancy of the Premises, including leases, which would affect the determination of whether the property is exempt or taxable by the Town.

(g) Reservations. The Town and Claremont agree that this Agreement provides the Town with protection of its tax base; but nothing in this Agreement in any way restricts the Town's complete discretion in the exercise of its police power or imposes any restrictions on Claremont's complete discretion to determine whether and how the Premises shall be developed and improved and the use of the Premises and whether the Premises shall be reserved for, converted to, or acquired for, an Exempt Use or Uses and/or taxable purposes, taking into account economic conditions from time to time, relevant site constraints of development and any and all other considerations it desires. The Town and Claremont each reserves all of its respective positions, rights and remedies at law and equity in connection with real estate taxes and exemptions in the event of the termination, expiration or inapplicability of this Agreement. Claremont is entering into this Agreement voluntarily; and nothing in this Agreement or Claremont's performance of its covenants hereunder shall be construed for any purposes whatsoever to constitute an acknowledgement by Claremont of any regulatory, statutory or contractual obligation to make the Voluntary Payment or any other payment to the Town on account of real property owned by Claremont for Exempt Purposes, beyond the explicit contractual commitments voluntarily made by Claremont under, and subject to all of the terms and conditions of, this Agreement.

(h) Counterparts. This Agreement may be executed by the parties hereto in multiple separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument of which there may be multiple originals.

(i) Applicable Law. This Agreement shall be governed by, and construed accordance with, the laws of The Commonwealth of Massachusetts for all purposes, without regard to any such laws governing choice of law.

(j) Successor In Title/Recording. This Agreement shall bind Claremont and its successors and assigns in title to the Premises and shall be deemed to "run with the land" for the duration of the Term. This Agreement shall be recorded at the Norfolk County Registry of Deeds and Norfolk Registry District of the Land Court as appropriate upon execution of this Agreement and approval of all permitting for the Project.

IN WITNESS whereof the parties have executed this Agreement under seal as of the Effective Date.

Claremont Brookline Avenue, LLC

By: The Claremont Company, Inc.
Its Manager

By _____
Elias Patoucheas
President
Hereunto duly authorized

Date: _____

Town of Brookline
Board of Selectmen:

_____

_____

_____

_____

_____

Hereunto duly authorized
Date:_____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared Elias Patoucheas, President of The Claremont Company, Inc, as Manager of Claremont Brookline Avenue, LLC , proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose..

_____
Notary Public

Personally Known _____
Produced Identification _____
Type of Identification _____

My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this _____ day of _____ 20__, before me, the undersigned notary public, personally appeared _____ _____, _____, _____ _____ Board of Selectmen, of the Town of Brookline, proved to me through satisfactory evidence of identification to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the Board of Selectmen of the Town of Brookline.

_____

Notary Public

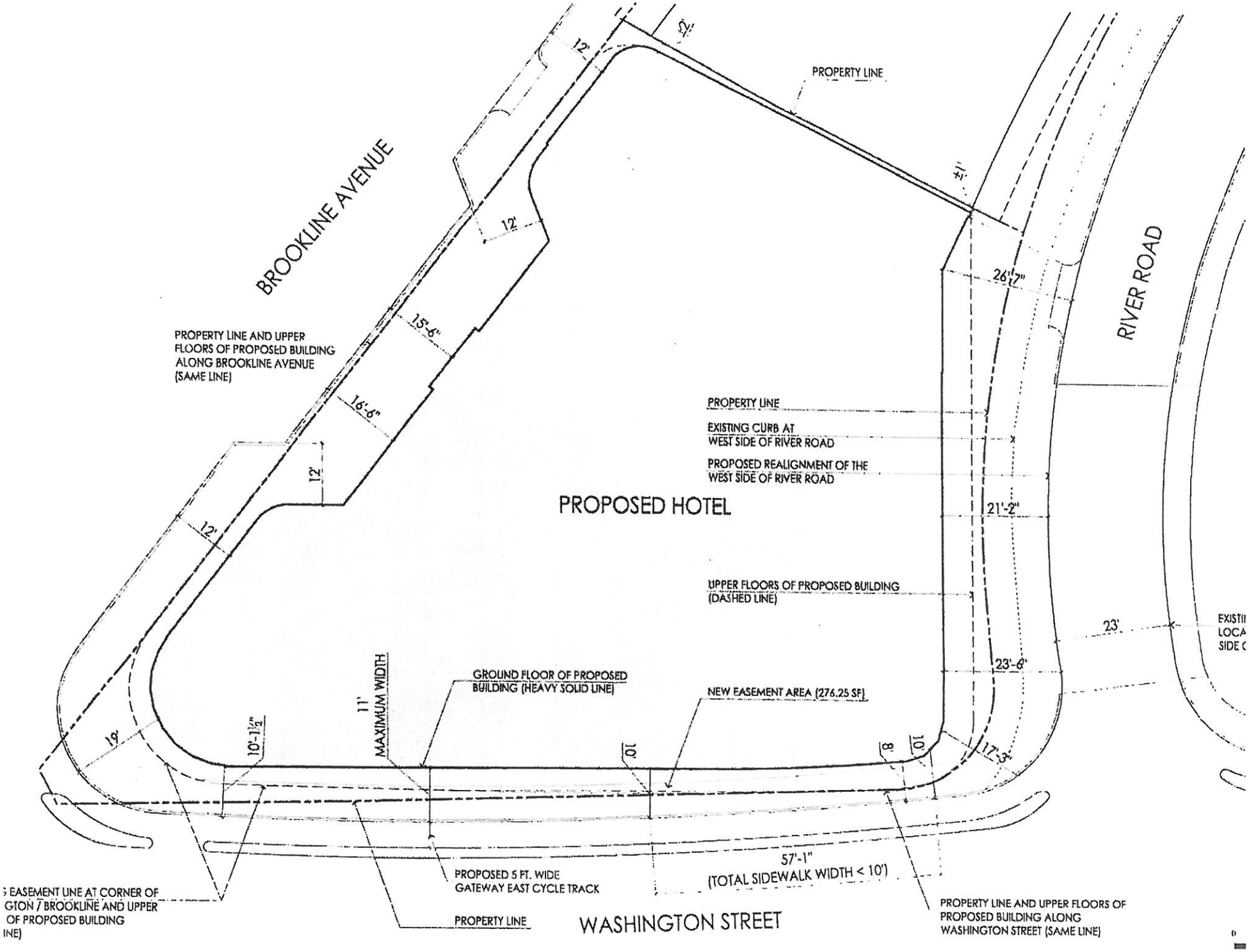
Personally Known _____

Produced Identification _____

Type of Identification _____

My Commission Expires:_____

EXHIBIT E


BROOKLINE AVENUE
RIVER ROAD
WASHINGTON STREET
PROPOSED HOTEL
PROPERTY LINE
PROPERTY LINE AND UPPER FLOORS OF PROPOSED BUILDING ALONG BROOKLINE AVENUE (SAME LINE)
PROPERTY LINE
EXISTING CURB AT WEST SIDE OF RIVER ROAD
PROPOSED REALIGNMENT OF THE WEST SIDE OF RIVER ROAD
UPPER FLOORS OF PROPOSED BUILDING (DASHED LINE)
GROUND FLOOR OF PROPOSED BUILDING (HEAVY SOLID LINE)
NEW EASEMENT AREA (276.25 SF)
11' MAXIMUM WIDTH
PROPOSED 5 FT. WIDE GATEWAY EAST CYCLE TRACK
PROPERTY LINE
57'-1" (TOTAL SIDEWALK WIDTH < 10')
PROPERTY LINE AND UPPER FLOORS OF PROPOSED BUILDING ALONG WASHINGTON STREET (SAME LINE)
12'
15'-6"
16'-6"
26'-1/2"
21'-2"
23'
23'-6"
17'-3"
10'-1½"
19'
10'
8'
10'