

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF)	BROWNFIELDS COVENANT
)	NOT TO SUE AGREEMENT
206 WEST LLC)	
)	RTNs 3-33140 and 3-33170
REDEVELOPMENT OF 206-208 AND 210-212)	
WEST BROADWAY, BOSTON,)	
MASSACHUSETTS)	
)	
)	

I. STATEMENT OF PURPOSE

A. This Agreement is made and entered into by and between the Office of the Attorney General (the "OAG") on behalf of the Commonwealth of Massachusetts (the "Commonwealth"), and 206 West, LLC ("206 West"). Collectively, the OAG and 206 West are referred to as the "Parties."

B. This Agreement is entered into pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended and codified in Massachusetts General Laws Chapter 21E ("G.L. c. 21E"), and the OAG's Brownfields Covenant Not to Sue Agreement Regulations at 940 CMR 23.00 ("Brownfields Covenant Regulations"), with reference to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP"). This Agreement relates to the remediation and redevelopment of two parcels of property at 206-208 and 210-212 West Broadway, South Boston, Massachusetts (the "Property") into a four-story residential building, which will include 16 units of affordable housing (the "Project").

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the Project can contribute to the physical and economic revitalization of an area of South Boston, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth as to 206 West and is predicated upon 206 West's compliance with the terms and conditions of this Agreement. This Agreement also addresses potential claims brought by third parties for contribution, response action costs, or property damage pursuant to G.L. c. 21E, §§ 4 and 5 or for property damage claims under common law. This Agreement does not, however, address liability arising under contract law.

D. The Parties agree that 206 West's ability to complete the Project may be contingent upon independent approval processes of other departments, agencies, and instrumentalities of the federal, state, and local governments. Nothing in this Agreement should be construed as an endorsement by the OAG of the proposed Project for such approval processes. 206 West's failure to secure independent governmental approvals for the proposed remediation

shall not excuse it from performance of any term or condition of this Agreement, provided that these obligations hereunder shall commence upon and are contingent on 206 West's acquisition of the Property.

E. The Commonwealth believes that this Agreement is fair, consistent with G.L. c. 21E, and in the public interest and has entered into this Agreement as part of an effort to revitalize an area of South Boston, Massachusetts.

II. THE PARTIES

A. The OAG is a duly constituted agency of the Commonwealth of Massachusetts charged with the legal representation of the Commonwealth and maintains offices at One Ashburton Place, Boston, Massachusetts 02108. Included within the OAG's authority is the authority to enter into Brownfields Covenant Not to Sue Agreements pursuant to G.L. c. 21E, §3A(j)(3).

B. 206 West is a Massachusetts limited liability company.

III. STATEMENT OF FACT AND LAW

A. The Commonwealth enters into this Agreement pursuant to its authority under G.L. c. 21E, §3A(j)(3) and the Brownfields Covenant Regulations.

B. Unless otherwise expressly provided, terms used in this Agreement that are defined in the Brownfields Covenant Regulations shall have the meaning assigned to them under such regulations. Terms not defined in the Brownfields Covenant Regulations, but defined under G.L. c. 21E and/or the MCP, shall have the meaning assigned to them under G.L. c. 21E and/or the MCP. Terms used in this Agreement that are defined in the Brownfields Covenant Regulations, G.L. c. 21E, or the MCP are capitalized.

C. The Property is an approximately 0.09-acre parcel of vacant land in South Boston, Massachusetts. The Property is the former location of a dry cleaner which operated from the 1950s until the 1970s when the building was demolished. In 1986 the City of Boston foreclosed on the portion of the Property located at 210-212 West Broadway and in 1999 the City of Boston foreclosed on the remainder of the Property located 206-208 West Broadway. The Property is owned by the City of Boston and is under agreement to sell to 206 West. Currently, there are no structures, utilities, or buildings on the Property. Title to the Property is recorded in the County Registry of Deeds at Book 12438 Page 80, April 23, 1986 for 210-212 West Broadway and Book 23838 Page 137 June 3, 1999 for 206-208 West Broadway. A full description of the Property is attached as Exhibit A and incorporated into this Agreement. Due to the former use of the Property as a dry cleaner, it is contaminated with Oil and Hazardous Material.

D. As a result of the former uses of the Property, there have been releases of tetrachloroethylene ("PCE") and other related oil and hazardous materials to the soil and groundwater. On September 10, 2015, the City of Boston submitted to the Massachusetts Department of Environmental Protection ("MassDEP") a 120-day notification of a release of chlorinated volatile organic compounds ("CVOCs") to soil and groundwater and MassDEP

assigned RTN 3-33140. A subsequent 72-hour release notification received on September 24, 2015 due to elevated concentrations of CVOCs in close proximity to occupied residences required the initiation of an Immediate Response Action. MassDEP assigned RTN 3-33170 to this second notification. As a result of the releases of PCE from the Property, there is a plume of contaminated groundwater that has migrated off of the Property. The Releases and/or Threats of Release of Oil and/or Hazardous Materials, as those terms are defined at 310 CMR 40.0006, that have been assigned RTNs 3-33140 and 3-33170 constitute the "Covered Releases" for the purposes of this Agreement. The areas where Oil and Hazardous Material have come to be located as a result of the Covered Releases constitutes the "Site," as that term is defined at 310 CMR 40.0006, for the purposes of this Agreement. The Site is also the "property addressed" by this Agreement as the term "property addressed" is used in 940 CMR 23.08(1) in the Brownfields Covenant Regulations. The Site is more fully described on Exhibit B, including the remedial actions already conducted thereon, which is attached and incorporated into this Agreement.

IV. COMMITMENTS AND OBLIGATIONS

In consideration of the representations made and promises exchanged by and between the Parties, each of them covenants and agrees to the terms and conditions that follow.

A. REPRESENTATIONS AND COMMITMENTS BY 206 WEST

1. 206 West represents that:
 - a. it is an Eligible Person;
 - b. it is not now nor has it ever been previously affiliated with any person having potential liability for the Site pursuant to G.L. c. 21E;
 - c. its involvement with the Site has been limited to:
 - i. negotiating to purchase the Property;
 - ii. communicating with the Commonwealth and local authorities with respect to the Project and various permitting issues with respect to the Property; and
 - iii. conducting assessment actions at the Site, as described in Exhibit C.
 - d. none of its activities has caused or contributed to the Release or Threat of Release of Oil and/or Hazardous Material at the Site under G.L. c. 21E and/or the MCP.
 - e. it is not at the time of execution of this Agreement subject to any outstanding administrative or judicial environmental enforcement action arising under any applicable federal, state, or local law or regulation.

2. 206 West agrees to the following terms and conditions:

a. 206 West shall endeavor to acquire ownership of the Property and, if acquired, shall construct a 4-story residential building which will include approximately 16 units of affordable housing with a first floor retail or commercial use pursuant to a design site plan which is attached as Exhibit D and incorporated into this Agreement.

b. If it becomes an Owner and/or Operator of the Property, 206 West shall achieve and maintain or arrange for the achievement and maintenance of a Permanent Solution for the Covered Releases at the Site pursuant to G. L. c. 21E and the MCP, and submit a Permanent Solution Statement, or, if applicable, a Temporary Solution Statement or Remedy Operation Status, provided it can demonstrate that it cannot achieve a Permanent Solution within deadlines prescribed at 310 CMR 40.0560 for the Site, pursuant to G. L. c. 21E and the MCP, describing such Permanent Solution, Temporary Solution, or Remedy Operation Status, as applicable, in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP. If 206 West achieves a Temporary Solution or Remedy Operation Status and for so long as the Temporary Solution or Remedy Operation Status remains the remediation status, 206 West shall continue to comply with all requirements of G.L. c. 21E and the MCP, including the achievement of a Permanent Solution as and when it becomes feasible pursuant to the G.L. c. 21E and the MCP, including, without limitation, 310 CMR 40.0893 and 40.1050.

c. 206 West shall cooperate fully with MassDEP and OAG with respect to the Covered Releases and the Site, including, without limitation:

i. providing prompt and reasonable access to the Property to MassDEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct Response Actions pursuant to G.L. c. 21E and the MCP;

ii. complying with the Release notification provisions established by G.L. c. 21E and the MCP;

iii. responding in a timely manner to any request made by the MassDEP or OAG to produce information as required pursuant to G.L. c. 21E;

iv. taking reasonable steps to prevent the Exposure of people to Oil and/or Hazardous Material, such as by fencing or otherwise preventing access to the Site if appropriate and/or necessary to prevent Exposure or as otherwise required by G.L. c. 21E, the MCP, MassDEP, or a Licensed Site Professional acting on behalf of 206 West;

v. taking reasonable steps to contain any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container at the Site, upon obtaining knowledge of a Release or Threat of Release of Oil and/or Hazardous Material; and

vi. conducting, or causing to be conducted, Response Actions at the Site in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E and the MCP.

d. 206 West shall ensure that the Property is operated consistently with any Activity and Use Limitation ("AUL") recorded with respect thereto.

e. 206 West shall provide a copy of this Agreement to any successors and assigns as well as to any lessees, sub-lessees, licensees and sub-licensees of 206 West's interests in the Property.

B. COVENANT NOT TO SUE BY THE COMMONWEALTH

1. Covenant as to 206 West

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by 206 West set forth in Section IV, Paragraph A of this Agreement, and subject to 206 West's compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5, the Commonwealth covenants not to sue 206 West, pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage, or injunctive relief or for property damage under the common law, relating to the Covered Releases, so long as the Response Actions upon which the Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status filed or to be filed with respect to the Covered Releases meet the Standard of Care in effect when the Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status was submitted to MassDEP. This Agreement shall not affect any liability established by contract.

2. Subsequent Owners and/or Operators

The Commonwealth also covenants not to sue Eligible Persons who first began ownership or operation of the Property subsequent to the effective date of this Agreement ("Subsequent Owners and/or Operators") pursuant to G.L. c. 21E for Response Action costs, contribution, property damage, or injunctive relief, or for property damage under the common law relating to the Covered Releases. The liability relief available to Subsequent Owners and/or Operators shall be subject to (a) the same terms and conditions as those that apply to 206 West and (b) the Subsequent Owner's and/or Operator's covenant not to sue the Commonwealth in Section IV, paragraph C, below.

3. Applicability of the Agreement

This Agreement shall be in effect unless and until the statutory protections available to 206 West or Subsequent Owners and/or Operators pursuant to G.L. c. 21E, §5C are in effect. This Agreement is subject to the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5.

4. Reservations of Rights

The Commonwealth's covenants in this Agreement shall not apply to:

a. any new Release of Oil and/or Hazardous Material at or from the Property that occurs after the date of execution of this Agreement;

b. any Release of Oil and/or Hazardous Material that 206 West causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect 206 West's liability protection under this Agreement;

c. any Release of Oil and/or Hazardous Material at the Site that has not been discovered when a Permanent Solution Statement or Temporary Solution Statement is submitted to MassDEP that would have been discovered if an assessment of the releases covered by or addressed in the Permanent Solution Statement or Temporary Solution Statement had been performed consistent with the Standard of Care in effect when such Statement was or will be submitted;

d. any Release or Threat of Release of Oil and/or Hazardous Material from which there is a new Exposure that results from any action or failure to act by 206 West or a Subsequent Owner and/or Operator during 206 West's or a Subsequent Owner's and/or Operator's ownership or operation of the Property, but if the action or failure to act is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect 206 West's liability protection under this Agreement;

e. any Release of Oil and/or Hazardous Material not expressly described as one of the Covered Releases; and

f. any claims for damages for injury to, destruction of, or loss of natural resources.

5. Termination for Cause

a. If the OAG or MassDEP determines that 206 West submitted materially false or misleading information as part of its Application to Enter into a Brownfields Covenant Not to Sue Agreement, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 5.c. below. A statement made by 206 West regarding the anticipated benefits or impacts of the proposed Project will not be considered false or misleading for purposes of this Subparagraph if the statement was asserted in good faith at the time it was made.

b. In the event that the OAG or MassDEP determines that 206 West has violated the terms and conditions of this Agreement, including but not limited to failing to complete the Project, failing to achieve a Permanent Solution, or if applicable, a Temporary Solution or Remedy Operation Status, failing to cooperate in the maintenance of a Permanent Solution, Temporary Solution, or Remedy Operation Status at the Site in accordance with G.L. c.

21E and the MCP, or failing to cooperate in arranging a timely response to a Notice of Audit Finding or any other notice requiring additional work to achieve and/or maintain a Permanent Solution, Temporary Solution, or Remedy Operation Status at the Site, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 5.c., below. In the event that the OAG or MassDEP determines that there has been a failure to arrange for the achievement and maintenance of a Permanent Solution, Temporary Solution, or Remedy Operation Status at the Site in accordance with G.L. c. 21E and the MCP, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 5.c. In the event the liability protection is terminated solely because of a violation by a Subsequent Owner and/or Operator of one or more of the conditions set forth in Section IV.A.2.c.i through Section IV.A.2.c.vi of this Agreement, such termination shall affect the liability protection applicable only to the Subsequent Owner and/or Operator and shall not affect 206 West's liability protection.

c. Before terminating the liability relief provided by this Agreement, the OAG will provide 206 West or a Subsequent Owner and/or Operator with written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. The notice from the OAG shall, if appropriate, provide a reasonable period of time for 206 West or a Subsequent Owner and/or Operator to cure an ongoing violation in lieu of termination of the liability relief provided by this Agreement in the sole discretion of the OAG.

d. Termination of liability relief pursuant to this section shall not affect any defense that 206 West or a Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

C. COVENANT NOT TO SUE BY 206 WEST AND ANY SUBSEQUENT OWNER AND/OR OPERATOR

1. In consideration of the Commonwealth's covenants not to sue in Section IV, Paragraph B, 206 West covenants not to sue and not to assert any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the following matters as they relate to the Site or this Agreement:

a. any direct or indirect claims for reimbursement, recovery, injunctive relief, contribution, or equitable share of response costs or for property damage pursuant to G.L. c. 21E in connection with any of the Covered Releases;

b. any claims for "takings" under the Fifth Amendment to the United States Constitution, under the Massachusetts Constitution, or under G.L. c. 79 based on the argument that, with respect to a Covered Release, the requirements of Chapter 21E, the MCP, or the requirements of this Agreement constitute a taking;

c. any claims for monetary damages arising out of response actions at the Site and/or the Property;

d. any claims or causes of action for interference with contracts, business relations or economic advantage based upon the conduct of MassDEP pursuant to Chapter 21E prior to the date of this Agreement concerning the Covered Releases; or

e. any claims for costs, attorneys fees, other fees, or expenses incurred in connection with the Covered Releases.

2. Subsequent Owners and/or Operators shall be bound by 206 West's covenants in this Paragraph C. In the event that, despite these covenants, a Subsequent Owner and/or Operator asserts any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the claims listed in this Paragraph C, such claims and/or causes of action shall have no effect on the rights, benefits, and protections secured under this Agreement for any other entity.

D. PROTECTION FROM THIRD PARTY CLAIMS

With regard to any Covered Releases, so long as the Response Actions upon which the Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status relies meets the Standard of Care in effect when it was submitted to MassDEP, 206 West and any Subsequent Owner or Operator are entitled to the protection that G.L. c. 21E §3A(j)(3) provides from claims for contribution, cost recovery, or equitable share brought by third parties pursuant to G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage claims under common law or G.L. c. 21E, §5, based solely on the status of 206 West and/or any Subsequent Owner or Operator as owner or operator of the Property or the Site, provided, however, that 206 West has satisfied the notification provisions of G.L. c. 21E, §3A(j)(3), and 940 CMR 23.04(2). Notwithstanding the foregoing, Tyrone Development, LLC, a Massachusetts limited liability company with a usual place of business at 284 Copeland St., Quincy, Massachusetts, is currently the owner of the property and improvements located at 216-218 West Broadway, South Boston, Massachusetts, more fully described in a deed recorded at the Suffolk County Registry of Deeds as Document No. 747264, as noted in Certificate No. 125157, and its successors and assigns, and Cedarwood Development, LLC, a Massachusetts limited liability company with a usual place of business at 202 West Broadway, South Boston, Massachusetts, as Trustee of the Cedarwood Athens Realty Trust, u/d/t dated November 16, 2011 and recorded with the Suffolk County Registry of Deeds in Book 48923, Page 217, is currently the owner of the property and improvements located at 202 West Broadway, South Boston, Massachusetts, more fully described in a deed recorded at the Suffolk County Registry of Deeds as Document No. 807585, as noted in Certificate No. 129383, and its successors and assigns, are excluded from the terms and conditions of this Covenant.

E. GENERAL PROVISIONS

1. This Agreement may be modified only upon the written consent of all Parties.

2. If any court of competent jurisdiction finds any term or condition of this

Agreement or its application to any person or circumstance unenforceable, the remainder of this Agreement shall not be affected and each remaining term and provision shall be valid and enforceable to the full extent permitted by law.

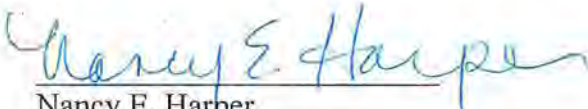
3. Each Party warrants and represents to the others that it has the authority to enter into this Agreement and to carry out its terms and conditions.

4. This Agreement may be fully executed by all Parties in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5. The terms of this Agreement shall be effective as of the date it is fully executed by all Parties and when 206 West acquires title to the Property.

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

By: 

Nancy E. Harper
Assistant Attorney General
Deputy Division Chief
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Date: 2/14/18

206 WEST, LLC

By:



Mark Winkeller, Manager
Executive Director, Caritas Communities Inc.

Date:

2/1/2018

By:

Donna Brown, Manager
Executive Director, South Boston Neighborhood Development Corporation

Date:

206 WEST, LLC

By:

Mark Winkeller, Manager
Executive Director, Caritas Communities Inc.

Date: _____

By:

Donna Brown
Donna Brown, Manager
Executive Director, South Boston Neighborhood Development Corporation

Date:

February 6, 2018

Exhibit A

EXHIBIT A

Property Description

206-212 West Broadway, South Boston, Massachusetts

A CERTAIN PARCEL OF LAND IN THE CITY OF BOSTON, SUFFOLK COUNTY, COMMONWEALTH OF MASSACHUSETTS, BEING SHOWN ON A PLAN ENTITLED "LOT CONSOLIDATION PLAN, 206-210 WEST BROADWAY, BOSTON, (SOUTH BOSTON DISTRICT) MASS.", DATED JANUARY 15, 2015, PREPARED BY FELDMAN LAND SURVEYORS, AND RECORDED WITH SUFFOLK DEEDS IN BOOK 2017, PAGE 647, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDELINE OF WEST BROADWAY, SAID POINT BEING 96.45 FEET NORTHWEST OF THE SOUTHWESTERLY SIDELINE OF C STREET;

THENCE RUNNING N 44°30'00" W ALONG SAID NORTHEASTERLY SIDELINE OF WEST BROADWAY, A DISTANCE OF 22.60 FEET TO A POINT;

THENCE RUNNING N 44°30'00" W ALONG SAID NORTHEASTERLY SIDELINE OF WEST BROADWAY, A DISTANCE OF 23.75 FEET TO A POINT;

THENCE TURNING AND RUNNING N 46°21'00" E BY LAND NOW OR FORMERLY OF CEDARWOOD DEVELOPMENT, LLC TRUSTEE OF CEDARWOOD ATHENS REALTY TRUST, A DISTANCE OF 43.50 FEET TO A POINT;

THENCE TURNING AND RUNNING N 44°16'30" E BY LAND NOW OR FORMERLY OF CEDARWOOD DEVELOPMENT, LLC TRUSTEE OF CEDARWOOD ATHENS REALTY TRUST, A DISTANCE OF 41.96 FEET TO A POINT;

THENCE TURNING AND RUNNING S 44°30'19" E BY LAND NOW OR FORMERLY OF DAVID WINICK JR. AND LAURAN WINICK AND AGIM URUCI, ENKELEDA URUCI, AND AFIZE URUCI, A DISTANCE OF 23.75 FEET TO A POINT;

THENCE RUNNING S 44°30'19" E BY LAND NOW OR FORMERLY OF AGIM URUCI, ENKELEDA URUCI, AND AFIZE URUCI AND KUOK NUN LEI AND SIO L. CHAN, A DISTANCE OF 22.97 FEET TO A POINT;

THENCE TURNING AND RUNNING S 45°34'40" W BY LAND NOW OR FORMERLY OF NANCY BYRNE AND TYRONE DEVELOPMENT, LLC, A DISTANCE OF 85.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 3,943 SQUARE FEET.

FOR TITLE SEE INSTRUMENT OF TAKING BY THE CITY OF BOSTON RECORDED WITH SUFFOLK DEEDS IN BOOK 8986, PAGE 258 AND INSTRUMENT OF TAKING BY THE CITY OF BOSTON RECORDED WITH SUFFOLK DEEDS IN BOOK 8811, PAGE 97.

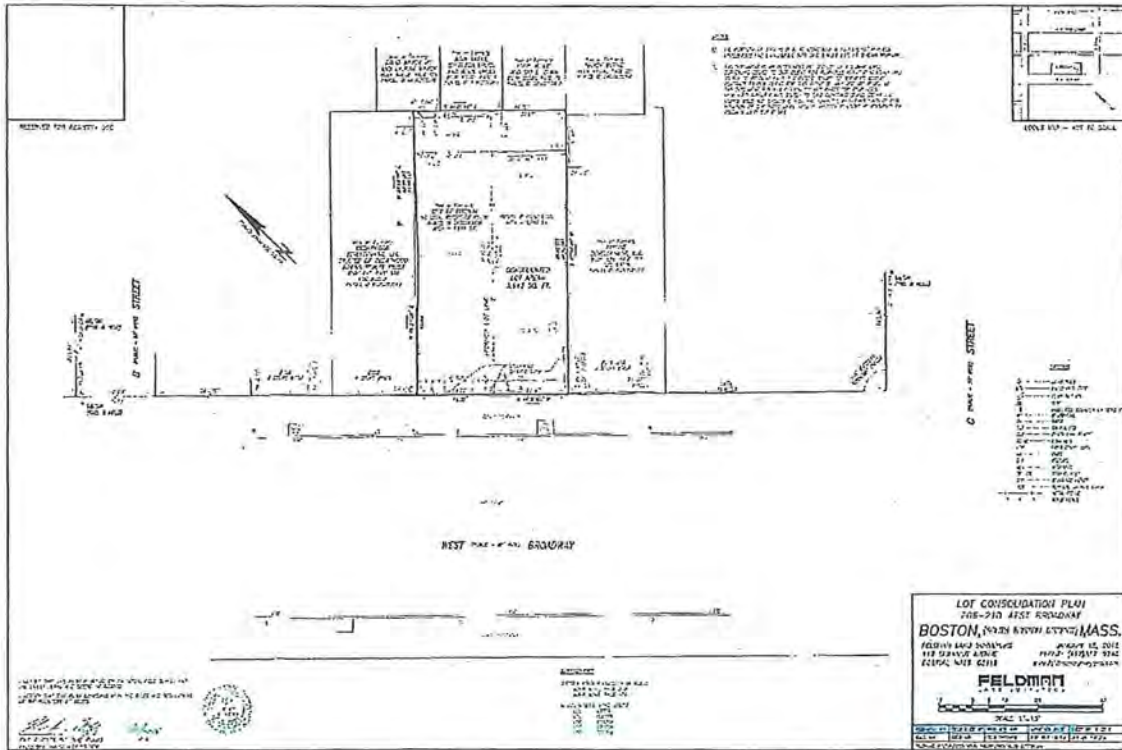


Exhibit B

EXHIBIT B

The Property is a .09 acre of vacant land currently owned by the City of Boston. The property is comprised of two parcels located at 206-208 and 210-212 West Broadway, South Boston. The Site also includes a plume of contaminated groundwater that has migrated off of the Property [see illustration below]

A former dry cleaner was present at the vacant property in the 1950's until the late 1970's when the buildings were demolished. There are currently no structures, utilities, or buildings at the Property. The property has remained vacant since 1976. Utilities were presumably cut and capped prior to demolition.

On September 10, 2015 the City of Boston reported a release of PCE at the vacant Property that exceeded 120 day concentrations of PCE. The City retained Woodard and Curran as their LSP to design and implement a remediation program.

Woodard and Curran identified concentrations of PCE and other associated breakdown products as being present in soils, groundwater, soil gas and indoor air.

A remediation program was initiated by Woodard and Curran consisting of the in-situ bio-augmentation activities [injection of biologic agents] and the installation, maintenance, and monitoring of active sub-slab, depressurization systems [SSDS] to be installed at the Property as well as the maintenance and monitoring of the SSDS installed by Woodard and Curran at 202 and 216 West Broadway [the flanking abutters to this property.]

Following the sale of the Property to 206 West Broadway LLC, the new owner will continue the current remediation program described above. The program will be supervised by an LSP who will be retained by 206 West Broadway LLC.

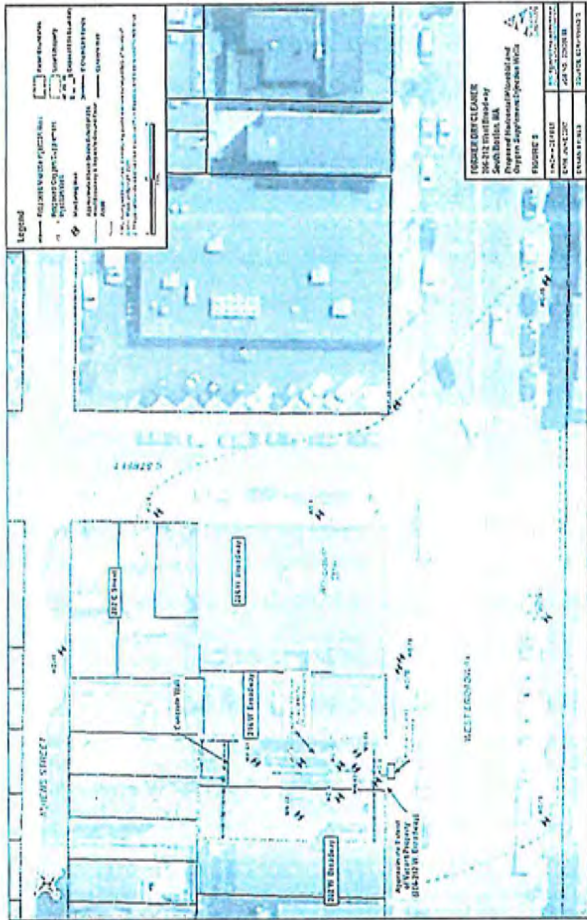


Exhibit C

EXHIBIT C

The vacant lots located at 206-208 and 210-212 West Broadway are owned by the City of Boston. Following the issuance of a Request for Proposal, 206 West Broadway LLC, a joint venture between Caritas Communities and South Boston Neighborhood Development, was awarded the right to purchase the property and construct 16 units of income-restricted, affordable housing and a small retail space on the ground floor.

The City of Boston, working with the firm of Woodard and Curran [W&C], have commenced a remediation program at the site. W&C have filed Phase I, II, III and IV reports with the DEP.

206 West LLC will conduct the response actions already underway and as proposed in the Phase IV Plan (attached), including the excavation and proper disposal of contaminated soil that does not meet the applicable MCP standards for the Property. 206 West LLC will achieve and maintain Remedy Operation Status (ROS) pursuant to 310 CMR 40.0560, with the goal of achieving a Permanent Solution with Conditions [AUL].

Exhibit D

EXHIBIT D

The applicant intends to construct a 4-story residential building which will include 16 units of affordable housing, as well as a first floor coffee shop.

The two vacant lots, currently an eyesore in a fully developed streetscape, will be improved by the construction of a 4-story building containing 16 units of affordable housing as well as a ground floor coffee shop. The Project will be restored to the City's property tax rolls for the first time in over 2 decades years since the City foreclosed on the two parcels of land.

We expect that the coffee shop will create 3 – 5 new jobs.

The City of Boston financing will require that this housing be restricted to residents with incomes at or below 70% of HUD median income for 99 years. Given the continuing and rapid gentrification in South Boston, creating affordable housing units is critical for low and moderate income residents.