

BMR-Third LLC  
c/o BioMed Realty, L.P.  
101 Main Street, 16th Floor  
Cambridge, MA 02142

December 17, 2020

Mayor Sumbul Siddiqui  
Vice Mayor Alanna M. Mallon  
Ordinance Committee Co-Chair Dennis J. Carlone  
Ordinance Committee Co-Chair Marc C. McGovern  
City Councilor Patricia M. Nolan  
City Councilor E. Denise Simmons  
City Councilor Jivan Sobrinho-Wheeler  
City Councilor Timothy J. Toomey, Jr.  
City Councilor Quinton Y. Zondervan  
Cambridge City Hall  
795 Massachusetts Ave., 2nd Floor  
Cambridge, MA 02139

Re: Commitment Letter to accompany zoning amendment petition (the “**PUD-CDK Zoning**”) for PUD-CDK District (the “**PUD-CDK District**”)

Dear Mayor Siddiqui, Vice Mayor Mallon, Ordinance Committee Co-Chair Carlone, Ordinance Committee Co-Chair McGovern, and Councilors Nolan, Simmons, Sobrinho-Wheeler, Toomey, and Zondervan:

In advance of the City Council’s hearing on the PUD-CDK petition on December 21, 2020, we are pleased to enclose a further revised draft commitment letter that reflects our commitment to make an additional public benefit contribution to the Margaret Fuller Neighborhood House. Also enclosed for your convenience is a redline compared against the previous draft submitted to the City Council on September 11, 2020 showing the cumulative changes made.

If approved by the City Council in connection with the consideration of our PUD-CDK petition, the letter will be executed and referenced in the final amendment.

*[continues on following page]*

If there are any questions, the appropriate City staff are welcome to contact us. Thank you for your time and consideration.

Very truly yours,

A handwritten signature in blue ink, appearing to be 'Salvatore Zinno', is written over the text 'Very truly yours,' and 'BMR-Third LLC'.

BMR-Third LLC

Salvatore Zinno  
Vice President, Development

Enclosure

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\_\_\_\_\_, 2020

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Re: Commitments and conditions accompanying the zoning amendment petition (the “**PUD-CDK Zoning**”) for PUD-CDK District (the “**PUD-CDK District**”) attached as Attachment A

Dear Mayor Siddiqui, Vice Mayor Mallon, Ordinance Committee Co-Chair Carlone, Ordinance Committee Co-Chair McGovern, and Councilors Nolan, Simmons, Sobrinho-Wheeler, Toomey, and Zondervan:

The purpose of this letter is to describe commitments and benefits that BMR-Third LLC (“**BMR**”), a subsidiary of BioMed Realty, L.P., is prepared to offer the City of Cambridge to facilitate and enable BMR to develop and vitalize the vacant parcel at 585 Third Street (also known as “**Parcel C**”), and, potentially, the adjacent Eversource gas regulator/transfer station site at 330 Third Street (the “**GTS Site**”) through the construction of a new mixed-use building (collectively, the “**Project**”), subject to the satisfaction of the “Conditions” set forth below. Certain commitments specifically identified below are contingent upon our ability to include the GTS Site in our development plans (e.g., as further described in the paragraph lettered “A” below).

Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in Article 13.200 of the City of Cambridge Zoning Ordinance.

#### BMR’s Commitments

**A. Relocating GTS Facilities and Related Utility Infrastructure.** BMR agrees that it will use commercially reasonable efforts to (i) reach agreement with Eversource Energy and the owner of another non-residential property in the area to relocate the gas regulator/transfer

station located at the GTS Site and related utility infrastructure (collectively, the “**GTS Facilities**”) to an appropriate location for utility equipment and facilities that is reasonably acceptable to BMR, Eversource, and the City of Cambridge Community Development Department and (ii) commence, or cause to be commenced, activities necessary to facilitate such relocation following the day that PUD-CDK Zoning becomes effective beyond applicable appeals periods (and in any event prior to obtaining the first building permit for the Project), at BMR’s cost. If despite such reasonable efforts BMR is unable to cause the relocation of the GTS Facilities, BMR may elect to pursue permits and approvals for a Project located on Parcel C without the GTS Site.

**B. Arts and Culture Component.** BMR agrees that no later than the issuance of the final certificate of occupancy for the Project it shall develop a comprehensive, sustainable, and inclusive arts and culture program for the Project and associated open space areas, which program shall benefit Cambridge as a whole and include (1) an Arts and Culture Center (as defined in the proposed zoning amendment) consisting of approximately 30,000 square feet of space, if the GTS Site is included in the Project, or a Community Arts Facility (as defined in the proposed zoning amendment) of approximately 15,000 square feet of space if the GTS Site is not included, (2) the establishment of an Arts Advisory Committee that will meet at least twice a year to assist with programing, planning implementation, and developing an operating plan for arts and culture events and attracting users to the applicable facility, (3) operational support of arts and culture activities within the applicable areas of the Project by a non-profit organization (the “**Operating Entity**”), (4) the design and installation of additional public art within the open space areas of the PUD-CDK District to enhance the pedestrian connection between Third Street, the Broad Canal, and Termeer Square, and (5) an operational system that facilitates coordination with the local arts community to identify opportunities for local artists to perform, display and/or sell their work at or within the vicinity of the Project, each as further described below where applicable.

(i) **Theater/Performance Spaces.** If BMR is able to include the GTS Site in the Project, BMR agrees that upon the issuance of the final certificate of occupancy it shall provide a significant performance space containing approximately 250-300 seats within the Project (the “**Theater**”) as part of the Arts and Culture Center referenced above. The Theater space will be delivered fully fitted and equipped with appropriate seating, stage, sound, and lighting technology to support a variety of performances, and will include supporting facilities such as rehearsal space, studios, meeting space, offices, lobbies, and storage areas (“**Supporting Facilities**”). If, despite its reasonable efforts, BMR is not able to include the GTS Site in the Project, then the Project will contain smaller performance spaces with more limited Supporting Facilities within the Community Arts Facility referenced above. In any event, the operational model of the performance space, in either scenario, shall be formulated by the Operating Entity in a manner that suits the needs of local residents, community groups, small businesses, and performing arts groups.

Certain Supporting Facilities, such as rehearsal space, studies, and meeting space, will be made available when not otherwise in use for Theater or other performances in the Project, at subsidized rates, to local residents, community groups, small businesses, and arts groups for events and activities at the Project.

(ii) **Public Space.** BMR agrees that upon issuance of the final certificate of occupancy for the Project it shall provide approximately 10,000 square feet of interior public space within the Project (“**Public Space**”) (which is in addition to the Arts and Culture Center or Community Arts Facility space, as applicable, noted above), and BMR shall provide the basis for the Project to accommodate a variety of programmed educational, civic, performance, and cultural experiences coordinated by the Operating Entity throughout the year. Such experiences may include fundraisers for non-profits, indoor performances by street performers, a winter market (as further described below), educational activities, cultural activities, and similar events. Portions of the Public Space shall be available at subsidized rates to local residents, community groups, small businesses, and arts groups for events and activities. If BMR is able to include the GTS Site in the Project, such Public Space shall span the length of the building to facilitate an all-weather pedestrian connection from the west end of the site to Termeer Square and encourage the community to experience the activities available to them in the PUD-CDK District.

(iii) **Exhibit Area.** BMR agrees that upon issuance of the final certificate of occupancy for the Project it shall provide an exhibit area for community-sourced art within the Public Space, to be administered by the Operating Entity.

(iv) **Public Arts.** BMR agrees to install a second mural by a local artist on the vent shaft located along Broad Canal Way, and to seek opportunities to further incorporate the work of local artists into the open spaces described below.

(v) **Access to the Arts.** BMR will work with the Arts Advisory Committee and the Operating Entity to establish a Diversity and Inclusion Outreach Program for the performance spaces and Public Space. In addition, BMR will ensure that a minimum of two performances each year in the performance spaces are made free to Cambridge residents.

(vi) **Operational Support.** BMR will provide operational support via the Operating Entity to encourage a diverse, inclusive, and sustainable operating model for the applicable arts programs at the Project. BMR specifically agrees that the operator of the performance space shall not be required to pay for any share of the landlord’s costs attributable to real estate taxes or site-wide maintenance.

(vii) **Executive Director.** BMR agrees to provide up to \$500,000 towards the salary and benefits of an executive director retained by the Operating Entity to support the initial establishment of a sustainable operating model.

**C. Additional Open Space Within the PUD-CDK District.** BMR agrees that, on or before the issuance of the final certificate of occupancy for the Project, and provided that the Project includes the GTS Site, it shall cause a portion of Parcel C and the GTS Site located outside of the building footprint, and proximate to existing open space and pedestrian areas, to be designed as landscaped open space.

**D. Enhancement to Community Benefits in PUD-CDK District.** For the first 20 years following adoption of the PUD-CDK zoning, BMR will provide 100 free canoe and

kayaking tickets per year for local youth from the Broad Canal boat rental station and 100 free ice skating tickets (including skate rentals) per year for local youth at the ice skating rink located within the PUD-CDK District through local youth-focused organizations (in addition to the free group rentals for school groups and discounted rates already available at the facility). Similarly, local non-profits will be given the opportunity to use the ice skating facility for special events at no charge, on a schedule determined by BMR to avoid high use periods by the general public. In addition, BMR agrees that it shall host community engagement events in or within the vicinity of the PUD-CDK District on a regular basis, which events or programming shall be held at such time(s) and locations as BMR may determine and shall be open to members of the general public.

- E. Annual Winter Market.** BMR agrees to host an annual winter market event with artisans, food vendors, and music. The winter market will be a minimum of one day in length with opportunities for vendors to sell goods in the Public Space of the Arts and Culture Center, if applicable, throughout the winter season. Market opportunities will be advertised throughout Cambridge and vendor selection will give priority to Cambridge and local artisans.
- F. No New Parking.** BMR agrees to further the planning goals of the City of Cambridge by not constructing any new parking as part of the Project and taking advantage of shared parking at existing parking facilities within the PUD-CDK District. Furthermore, in the interest of making all components of the Arts and Culture Center or Community Arts Facility, as applicable, inclusive, BMR agrees that parking for events at such facilities outside of normal business hours (i.e., other than 8 a.m.-6 p.m., Monday-Friday) shall be heavily subsidized for users identified through a coordinated effort with local community groups.
- G. Sustainability.** Pursuant to the provisions of Section 13.200 of the proposed zoning amendment, BMR agrees that the Project will incorporate best practices for meeting sustainability goals in areas such as energy, emissions, water, materials, urban site reuse and landscaping. BMR proposes a comprehensive design approach to meet such goals, including through implementation of the following measures:
  - (i) Adoption of energy conservation strategies. For example, core and shell of the Project will meet the LEED framework requirements at the Gold level or better, with an emphasis on overall energy (including fossil fuels) and water reduction; and
  - (ii) Reduction of carbon emissions by eliminating fossil fuel fired equipment as is feasible and reducing total energy required, including through use of steam as an energy source and the incorporation of the following to the maximum extent practicable: high efficiency building systems; improved building envelope with reduced air infiltration; and lighting reduction through usage of LED and smart lighting controls.
- H. Setbacks/Stepbacks.** To the extent that the Project has frontage on Third Street it will not exceed 85 feet in height within 10 feet of the property line nearest Third Street.
- I. Margaret Fuller Neighborhood House.** BMR agrees to make a total cash contribution to the [insert MFNH legal entity] in the amount of \$2,000,000.00 paid in two installments as

follows: (1) \$250,000.00 on the first day following the date upon which the appeal period related to the adoption of the PUD-CDK zoning amendment has expired without an appeal being entered (or if such appeal has been entered, the date upon which such appeal is dismissed with prejudice or denied by a final, non-appealable judgment), and (2) the balance on the later date of (a) September 1, 2022 and (b) the issuance of a building permit for the Project.

#### Conditions to BMR's Commitments

Notwithstanding anything to the contrary in the foregoing, BMR's commitments set forth above are offered only if the following conditions (the "**Conditions**") are met:

1. The amendments to the Cambridge Zoning Ordinance set forth in Attachment A are duly adopted in the form attached hereto as Attachment A, and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity).
2. With regard to any commitments outstanding as of the date that BMR applies for PUD and/or Article 19 Special Permits for the Project, BMR shall have received such Special Permits, including, without limitation, PUD Special Permits and Article 19 Special Permits, from the City of Cambridge Planning Board, and such other permits and approvals as may be necessary to allow for the build-out of the maximum Gross Floor Area contemplated for the Project site by and in accordance with the attached PUD-CDK Zoning, and no challenge to the validity of any such permits or approvals shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity) and a building permit for the Project shall have been issued.

In addition to meeting the requirements and conditions of any required permits or approval for the Project (and the payment of any and all fees associated with the issuance of such permits or approvals), BMR is making these commitments and providing the other mitigation referenced above to the City to provide the City with resources to mitigate impacts that might result from the Project as a result of the rezoning and any special permit issued under PUD-CDK Zoning.

Very truly yours,

BMR-Third LLC

Salvatore Zinno  
Vice President, Development

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**L. Margaret Fuller Neighborhood House.** BMR agrees to make a total cash contribution to the [insert MENH legal entity] in the amount of \$2,000,000.00 paid in two installments as follows: (1) \$250,000.00 on the first day following the date upon which the appeal period related to the adoption of the PUD-CDK zoning amendment has expired without an appeal being entered (or if such appeal has been entered, the date upon which such appeal is dismissed with prejudice or denied by a final, non-appealable judgment), and (2) the balance on the later date of (a) September 1, 2022 and (b) the issuance of a building permit for the Project.

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In addition to meeting the requirements and conditions of any required permits or approval for the Project (and the payment of any and all fees associated with the issuance of such permits or approvals), BMR is making these commitments and providing the other mitigation referenced above to the City to provide the City with resources to mitigate impacts that might result from the Project as a result of the rezoning and any special permit issued under PUD-CDK Zoning.

Very truly yours,

BMR-Third LLC

Salvatore Zinno  
Vice President, Development



<b>Summary report:</b> <b>Litera® Change-Pro for Word 10.8.2.11 Document comparison done on</b> <b>12/17/2020 10:16:43 AM</b>	
<b>Style name:</b> DLA Piper	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://USDMS.PIPER.ROOT.LOCAL/EAST/172328243/9	
<b>Modified DMS:</b> iw://USDMS.PIPER.ROOT.LOCAL/EAST/172328243/10	
<b>Changes:</b>	
<u>Add</u>	2
<del>Delete</del>	0
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	2